

Master Contract

between the

Farmington Board of Education

and the

Farmington Association of School Administrators

2023-2025

Farmington, Michigan

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AGREEMENT

This AGREEMENT made and entered into this May 1, 2023 between the Board of Education of the Farmington Public School District, Oakland County, Michigan, party of the first part, hereinafter referred to as the BOARD, and the Farmington Association of School Administrators, hereinafter referred to as the ASSOCIATION, party of the second part.

WITNESSETH

WHEREAS, the BOARD and the ASSOCIATION recognize and declare that providing a quality education for the children of the Farmington Public School District is their mutual aim; and

WHEREAS, the BOARD recognizes that quality education can only result from quality leadership; and

WHEREAS the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to rates of pay, hours of employment, and other conditions of employment; and

WHILE the parties following deliberate and professional negotiations reached some certain understandings which they desire to incorporate into this collective bargaining agreement;

IT is the pledge and covenant of the parties that mutual collaboration, problem-solving and teamwork are the preferred methods for interaction among all unit and non-unit administrators and is reflected by practice within the Farmington Public Schools.

THEREFORE, in consideration of these mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive collective bargaining representative for all school administrators and supervisors, including: all Principals-Secondary and Elementary, Assistant Principals, directors and supervisors employed by the Farmington Public School District, whose primary responsibility is the management of schools ,instructional programs or departments but EXCLUDING: Superintendent, Deputy Superintendent, Assistant Superintendents, Executive Directors, and all other employees.
- B. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT The Board hereby expressly agrees that it shall not enter into any collective bargaining agreement with any administrator or any other collective bargaining organization, on behalf of administrators during the term of this agreement.
- C. ADMINISTRATORS ON LEAVE: Administrators on leave, under contract, shall be governed by the provisions of the Agreement in force at the time the leave is granted, unless otherwise specified in the Agreement, and such administrators all continue to be considered within the bargaining unit.
- D. In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:
1. Board shall mean the Board of Education of Farmington Public Schools, or its designated agents.
 2. Association shall mean the Farmington Association of School Administrators.
 3. Administrator shall mean any member of the bargaining unit.
 4. Superintendent shall mean the Superintendent of Schools of Farmington Public Schools, or his designated agent.
 5. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural.
 6. The term "days" shall mean working days.
- E. NONDISCRIMINATION: The Association agrees to continue to admit all administrators within the bargaining unit to membership, without discrimination on the basis of race, creed, color, age, national origin, sex, sexual orientation or marital status, and to represent all bargaining unit administrators to the extent required by law without regard to their participation in the affairs of other professional, educational organizations or payment of dues. The Board agrees to continue its nondiscrimination policy prohibition discrimination on the basis of race, creed, color, age, national origin, sexual orientation, marital status, membership, participation in, or association with, the activities of any professional educational organizations.
- F. ANNUAL MEETING: Each year, the Superintendent and Chief Administrative Officer for Human Resources shall meet with the FASA Board, to collaboratively develop an annual schedule of meetings with FASA Board and/or level representatives to ensure a regular opportunity for direct feedback and discussion of mutual concerns. Out of these

ARTICLE I - RECOGNITION (continued)

discussions, the parties shall also identify professional] learning activities for administrators to enhance District school improvement initiatives. Unless otherwise agreed, this meeting shall occur not later than July 31.

- G. SPECIAL CONFERENCE: The Superintendent and the Association may meet by mutual consent during the school year, upon the request of either party, to discuss matters relating to this Agreement, or any other collective bargaining subject. Items to be discussed will be known to both parties before the special conference is held. The time and place of all such meetings shall be mutually agreed upon, and those administrators attending shall be excused from any of their duties that may conflict with the holding of any such conference, if the conference is held during school hours. Other staff members may be invited by the Superintendent.
- H. ASSOCIATION USE OF SCHOOL BUILDINGS: The Association may use school building facilities for its proper business activities without charge, during the regular hours of the custodian, upon notification to the Superintendent's office, provided the use shall not interfere with other scheduled activity in the building specified.
- I. ACCESS OF BOARD INFORMATION: The Board agrees to make available to the Association, upon reasonable request, such data as it may possess at the time concerning the financial resources of the District, costs of programs, and any other information upon a subject which the Board is obligated to bargain, together with any information it may possess which is relevant and material] to the processing of any grievance. It is understood that the foregoing shall not be construed to require the Board to compile the information or statistics not already compiled. Original records of the foregoing, specified information, are to be examined only at the office of the Board. If the Association requests copies of any such material, then the Association agrees to reimburse the Board for actual extra expense incurred in furnishing such copies.
- J. ASSOCIATION LEAVE DAYS: The Association shall be granted up to five (5) days release time per year, for use by administrators participating in professional organization activities and conferences. If a substitute is required for the use of these days, then the Association shall reimburse the Board for the cost of the substitute. Any absence of a particular administrator will need to be approved by the immediate supervisor and Superintendent, at least one (1) week in advance of the absence.

ARTICLE II - ADMINISTRATOR RIGHTS

- A. ADMINISTRATOR'S PERSONNEL FILE: Any administrator shall have the right to inspect his/her personnel file, individual contracts, and evaluations. The administrator must have an appointment with the Chief Administrative Officer for Human Resources, in order that one will be available when the administrator inspects his/her files. Confidential credentials and related personnel references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator. Before any negative material which originated after the administrator was employed by the District is placed in an administrator's official personnel file, he/she shall be given a copy of such material and shall sign the original document to indicate he/she has read it. If he/she so chooses, the administrator may attach to the filed document any explanatory remarks he/she deems appropriate.
- B. PUPIL ASSIGNMENTS: Each building principal shall have the responsibility to make a determination regarding each pupil's assignment within his/her building. Any such

ARTICLE II - ADMINISTRATOR RIGHTS (continued)

determination shall be in conformance with Board of Education policies regarding the classification and promotion of pupils. Parents and pupils have the right to appeal to the Superintendent or his/her designee. Before a decision is given on an appeal, the Superintendent or designee will consult with the administrator.

- C. STAFF ASSIGNMENTS: Each building principal shall submit recommendation to the Superintendent or his designee for the appointment, assignments, duties, and promotion or dismissal of all personnel assigned to his/her supervision in accordance with State Law and any other collective bargaining agreements which the Board has entered into.
- D. PARENT COMPLAINTS: In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that, in the case of a complaint on the part of a citizen regarding an administrator, a program, or an employee he/she supervises, such citizen shall be directed to first discuss the matter fully, either by phone or in person, with the administrator involved, before any administrator not within the unit or the Board of Education passes judgment or takes action on the matter. It is understood and agreed that an administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda before any further action is taken on the matter. Parents and pupils have the right to appeal to the Superintendent or designee.
- E. BUDGET ALLOCATION AND REQUISITIONS: At the beginning of each fiscal year, or after the finalized budget is adopted, whichever occurs later, the Board shall allocate to the account of each building the monies it has decided to spend in each of the areas which is normally a part of the building budget. It is agreed that, once an allocation is made, it shall not be reduced during that fiscal year without prior discussion with the affected administrator(s). It is understood that once the distribution of monies to the individual accounts within each building's budget have been made, it will be the responsibility of the principal to determine appropriate requisitions and submit them to the Business Office.
- F. CONTINUING CONTRACT: It is agreed that each administrator will have a one (1) year contract, that shall be renewed for another one (1) year unless the District gives notice of non-renewal as required by Section 1229 of the Michigan Revised School Code, MCL §380.1229.

All new Administrators shall serve a probationary period of three (3) years. It is the sole discretion of the district to decide to renew a contract of a probationary administrator. The decision to renew a probationary administrator is not subject to the grievance procedure. If a contract of a probationary administrator is not renewed, that administrator does not have rights, under this contract, to be placed in a new administrative position within the District. When possible and appropriate, the probationary administrator will be notified of the District's concerns and will be placed on a Plan of Improvement by the Superintendent or designee.

- G. INTERVIEWING PROSPECTIVE EMPLOYEES: The Board agrees that each principal and director shall have the opportunity to interview and make a recommendation concerning all personnel being considered for assignment to his/her building or department to the Superintendent's designee or Personnel Department.
- H. PROFESSIONAL ACTIVITIES: The Board of Education will encourage administrators to attend professional conferences, join professional organizations, and obtain professional publications.

Effective with the 2020-2021 school year, annually, the Board will provide one thousand (\$1000.00) dollars per administrator to be used to attend professional conferences, join professional organizations, purchase trade publications and tuition reimbursement aligned with professional qualifications / certifications.

Effective with the 2021-2022 school year, annually, the Board will provide one thousand two hundred fifty (\$1250.00) dollars per administrator to be used to attend professional conferences, join professional or organizations, purchase trade publications and tuition reimbursement aligned with professional qualifications / certifications.

The District and FASA shall form a talent development team, to be co-chaired with FASA. The committee shall develop a process for coaches and mentors, within available resources, for FASA bargaining unit employees.

- I. **BOARD RIGHTS AND RESPONSIBILITY:** The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself 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 of the United States, including the foregoing, but without limiting the generality of: the determination and administration of policy; the operation of the school; the management and control of school properties, facilities, and equipment; and the selection, direction, transfer, promotion, discipline, or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities of the Board, and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the specific and expressed terms of this Agreement.

- J. **LEGAL ASSISTANCE:** If any administrator, while acting in a legal manner as an administrator within the jurisdiction of his/her assignment is complained against or sued, the Board's attorney will be available for legal counsel. It shall be the responsibility of the administrator to bring any such complaints to the attention of the Board, in writing, as soon as possible. The administrator, acting in a legal manner in the performance of his/her duties, will be provided legal representation in a court of competent jurisdiction through the District's liability insurance or other carrier, where applicable. An administrator who has not acted in a legal manner in the performance of his/her duties in the opinion of the Superintendent will not be provided legal representation in a court of competent jurisdiction. If, in the Superintendent's opinion, the administrator did not act in a legal manner, his determination will be final and non-grievable.

ARTICLE III - GRIEVANCE PROCEDURE

A. **DEFINITION:**

1. A grievance shall mean a complaint by an administrator, group of administrators, or the Association in its own name, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

2. The term "administrator" may include a group of administrators who are similarly affected by a grievance.

3. The term "days" when used in this section, shall mean working days. Time limits maybe extended upon good cause shown, or upon mutual consent of the parties.

- B. **PURPOSE:** The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt, and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

C. **PROCEDURE:**

1. **Step One:** The administrator having a problem and/or grievance, may discuss the matter with his/her immediate supervisor, either individually or with

ARTICLE III - GRIEVANCE PROCEDURE (continued)

representative, with the object of resolving it informally.

2. Step Two: In the event the grievance is not satisfactorily resolved at Step One, the grievance shall be reduced to writing within ten (10) days after the occurrence of the alleged violation, or ten (10) days after the knowledge of the alleged violation, signed by the grievant or Association and filed with the Deputy Superintendent.

Within ten (10) days after the receipt of the written grievance, the Deputy Superintendent shall give her answer, in writing, to the grievant and to the Association.

3. Step Three: In the event the grievant is not satisfied with the disposition of his/her grievance at Step Two, within five (5) working days from the date of receipt of the Deputy Superintendents' answer, the grievant may appeal the grievance to the Superintendent. Such appeal shall be in writing.

Within five (5) days after receipt of such request for appeal, the Superintendent shall hold a meeting in an attempt to resolve the alleged grievance. Only the grievant and not more than two (2) representatives of the Association shall be present at such meeting. Within five (5) days after the conclusion of such a meeting, the Superintendent shall present the Association President with a written answer to the grievance.

4. Step Four: If the alleged grievance is not settled at Step Three, the matter may be appealed to arbitration only by the Association, provided that the notice to appeal the matter is given to the Deputy Superintendent within five (5) days from the date of the Superintendent's written decision at Step Three. Within five (5) days after the date of the written request for arbitration, the Deputy Superintendent and the Association shall select a mutually acceptable arbitrator according to Article III.L.

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below after due investigation, to make a decision in writing and set forth his findings of fact, reasons, and conclusions of the issues submitted. The arbitrator's decision shall be binding and final upon the employer, the Association, and the employee or employees involved.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

He shall have no power to rule on those matters previously exempted from the grievance procedure or any subjects identified within section 15(3) of the Public Employment Relations Act, as amended from time to time.

There shall be no appeal from the arbitrator's decision, if within the scope of his authority, as set forth above. It shall be final and binding upon the employees, the Association, its members, the employee or employees involved.

The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearing, or, if all hearings have been waived, from the date final statements and proof are submitted to him.

ARTICLE III - GRIEVANCE PROCEDURE(continued)

- D. The grievant may request assistance from the Association to aid him/her or represent him/her.
- E. No claim for reimbursement of back wages shall exceed the amount the grievant would otherwise have earned during the period of time the grievance was in existence.
- F. All documents, communications, and records, dealing with the processing of grievances, shall be filed separately from the personnel file of the participants.
- G. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to reply in any evidence not previously disclosed to the other party.
- H. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- I. Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary, and at a reasonable place. In the event a conference or hearing under the grievance procedure is held during school hours, each administrator who is a party or witness, shall be excused from his/her regular duties with pay, to attend such a conference or hearing.
- J. The President of the Association, or his representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.
- K. Failure at any step of the grievance procedure to communicate the District decision on the grievance within the specified time limits, shall permit the Association to appeal the grievance to the next step of the procedure within the time which would have been allotted, had the decision been given. Failure by the Association to give written notice to the District that they have accepted a grievance decision, shall mean the grievance has been forwarded to the next step of the procedure by the Association.
- L. **SELECTION OF ARBITRATOR:** The Arbitrator shall be selected as follows:
 - 1. When an appeal to arbitration is filed under the provisions of the Master Contract, within ten (10) school days, both parties will present a list of ten (10) bona-fide labor arbitrators. Each side will peremptorily strike five (5) names, and they will be permanently deleted.
 - 2. Of the remaining ten (10) names, each name will be assigned a number from 1 to 10.
 - 3. When an arbitrator is needed, within five (5) days after the written request for arbitration, seven (7) numbers will be drawn (by blind draw). This will consist of the panel.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

4. From the panel, the parties will alternately strike one (1) name, until only one (1) name is left. He shall be the arbitrator. If he is unable to serve, then the next-to-last stricken name will be the arbitrator, and so forth. The determination of the order to strike shall be resolved by a flip of the coin.
5. The Board shall be responsible for notifying the arbitrator and making arrangements for the arbitration hearing.

ARTICLE IV - LEAVE OF ABSENCE

A. REQUESTS FOR LONG TERM LEAVES OF ABSENCE: Requests for leaves of absence must be submitted in writing to the Superintendent. The requests for leaves should be submitted as early as possible, and with the exception of maternity, child-rearing, adoption, or health leaves, should be submitted by March 1 for the succeeding school year.

B. BENEFITS WHILE ON A LONG TERM LEAVE: When an administrator is granted a long term leave of absence, they will retain the following employment rights held by them before such leave was granted:

1. Accrual of seniority shall be granted.
2. Increments on the salary schedule will be added as if the employee had been in the School District employed during the time of such leave.
3. Unused sick leave, held at the start of the leave, shall be restored.
4. Administrators on other than a sabbatical leave will have the option of continuing Personal payment of health insurance coverage through the District in accordance with law (C.O.B.R.A.).

C. RETURN FROM LONG TERM LEAVES OF ABSENCE:

1. Requests for return from a long term leave of absence for the coming school year will be sent to the Superintendent no later than March 1st of the school year in which the leave was granted.
2. An administrator returning from a long term leave of absence may be requested to present a certificate from a doctor that he/she is physically capable of performing the essential functions of the duties required in the position in which assignment is anticipated.

D. LONG TERM LEAVES OF ABSENCE:

1. Sabbatical Leave:
 - a. Definition: Sabbatical leave shall be interpreted as leave from active duty, granted to an administrator after seven (7) consecutive years of professional service, four (4) years of which have been as an administrator in the School

ARTICLE IV - LEAVE OF ABSENCE (continued)

District of Farmington Public Schools, for the purpose of improving administration or instruction in the Farmington Schools. Military leaves or government leaves shall not be interpreted as uninterrupted service. Sabbatical leave may be granted for one (1) school year.

- b. **Qualifications:** The applicant has been employed by the Board as a teacher or administrator for at least seven (7) consecutive years, four (4) years of which shall have been as an administrator.
 - 1) The applicant possesses a Michigan Life or Permanent Certificate.
 - 2) The applicant has been employed by the Board as a teacher or administrator for at least seven (7) consecutive years.
 - 3) The administrator has not been granted sabbatical leave of absence from the Farmington Board of Education during the seven (7) consecutive years of service immediately preceding current application.
 - 4) The administrator signs an agreement to return to service with the Farmington Board of Education immediately upon termination of sabbatical leave, and continue in such service for a period of two (2) years, or to refund all, or a prorated share of compensation received from the Board while on leave.
- c. **Application:** Application for sabbatical leave of absence must be filed in the Office of the Superintendent not later than March 1, preceding the school year when it is desired the leave become effective. No more than one (1) administrator may be granted leave in any one (1) year.
- d. **Salary Provisions:** The professional employee on leave shall receive, as compensation during the period of absence from regular duties, one-half (1/2) of his/her regular salary he/she would have received during the leave period.
- e. The School District will continue fringe benefits during a sabbatical leave including refund directly to the Retirement Board upon the administrator's return for two (2) years of the contribution owed for one-half (1/2) of his/her salary received during the sabbatical leave.

D. 2. **Health Leave**

- a. A health leave without pay or fringe benefits (for a portion of, or entire school year) will be granted to an administrator upon request to the Superintendent. The request for a health leave must be accompanied by a recommendation from a physician. The notice of intention to return to duty from a health leave will be accompanied by a written statement from a physician certifying the fitness of the administrator to fulfill their duties. The School District may elect to continue to provide hospitalization coverage for an administrator on a health leave for up to one (1) school year. The District will grant up to three (3) requests for a health leave extension upon application to the Superintendent, according to Article IV.A.

ARTICLE IV - LEAVE OF ABSENCE (continued)

3. Child Rearing or Adoption Leave: An administrator will be granted an adoption or child rearing leave, without pay or fringe benefits, for a period of up to one (1) school year upon application to the Superintendent of Schools. The District will also grant up to three (3) extensions of a child rearing or adoption leave upon application to the Superintendent, according to Article IV.A.

4. Personal Hardship Leave: A leave of absence, without pay, may be granted up to one (1) school year, to any administrator who has been in the continuous employ of the Farmington Public Schools as an administrator for three (3) consecutive years, who gives detailed information indicating family or personal hardship.

5. Military Leave: A military leave of absence, without pay or fringe benefits, shall be granted to any regularly appointed administrator who shall be inducted, or shall, during a period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States.

6. Professional Leave: A leave of absence, without pay or fringe benefits may be granted for one (1) school year to any administrator who has been in the continuous employ of Farmington Public Schools, as an administrator, for three (3) consecutive years, for the purpose of study, travel, research, or employment other than in the public school area. An administrator who is granted a professional leave will not accrue seniority' during the leave of absence.

7. Family Medical Leave Act: Administrators requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust any paid leave entitlements for which they may be eligible under the terms of this Agreement (i.e. sick leave, personal business days, etc.) during their FMLA leave time. While the parties agree that the rights established by the FMLA will not diminish any benefit programs or paid leave provisions dictated by the terms of this Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA. A notice of FMLA rights and responsibilities is attached as Appendix B.

E. SHORT TERM LEAVES OF ABSENCE:

1. Illness:
 - a. Each administrator will be credited with fifteen (15) annual sick leave days per year. At the conclusion of each school year, the administrator will be entitled to accumulate the unused portion of their sick leave for future use.

 - b. Administrators may draw on the accumulated sick leave days for the following reasons:
 - 1) Personal Illness: (For any leave for illness which exceeds ten (10) consecutive school days, the administrator shall provide, upon request, the Personnel Office with written certification from a qualified physician, substantiating the need for such leave.)

 - 2) Illness in the family of the administrator.

ARTICLE IV - LEAVE OF ABSENCE (continued)

- 3) Maternity disability.
 - 4) Death in the immediate family. The immediate family is defined as:
spouse, children, mother, father, father-in-law, mother-in-law,
grandparents, brother, or sister.
 - 5) The administrator may use his/her annual and cumulative sick leave for religious holidays.
2. **Personal Business Days:** All administrators shall be granted up to four (4) days per year, with full pay, to transact personal business. The immediate supervisor will grant approval on the basis of this section, provided he has received advanced notice and the days will not be used for personal pleasure. This policy provides that, at the end of the school year, unused personal business days shall be added to the administrator's cumulative sick leave bank for possible future use.
 3. **Professional Business Days:** Reasonable time may be granted to individual administrators who have received invitations to serve in leadership capacities at professional conferences and/or professional meetings. It is permissible to accept honoraria for such services, to cover expenses and additional time required. No salary deductions will be made, and no expenses will be paid by the Board in such instances. Conference attendance procedures will be followed, and requests will be submitted in advance to the Superintendent, for approval.
 4. **Jury Duty:**
 - a. An administrator who receives a jury duty interview and appearance notice, must notify the Personnel Office within one (1) school day of such notice.
 - b. If such administrator is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she receives as a juror, and his/her normal week's pay, as set forth in Article V.I of this Agreement.
 - c. It is understood and agreed that an administrator shall be required to report to work on any and all days when he/she is not sitting as a juror.
 - d. To be eligible for jury duty pay differential, the administrator must furnish the employer with a written statement from the appropriate public official listing the amount and dates he received pay for jury duty. An administrator found abusing this privilege shall not be entitled to the pay differential.
 5. **Leave for National Security:** An administrator called during the school year, for National Guard reserve or active duty necessary to the national security as shown by proper authority, shall be granted special leave of up to thirty (30) days for this purpose and shall be compensated for the difference between the contractual pay and that pay received for the performance of such duty. Such special leave shall not be deducted from either sick leave or personal business leave.

ARTICLE V - COMPENSATION

- A. **HOSPITALIZATION:** Subject to the limitations of state law, the Board agrees to provide all

ARTICLE V - COMPENSATION {continued}

administrators with full family medical and hospital coverage for whom this will not constitute double coverage. Administrators will have the option of selecting one (1) of the four (4) self-insured plans or cash in lieu if eligible. The following options in 1), 2), 3), 4) below:

- 1) HMO Plan. (Blue Care Network). Annual deductible of \$500 single/\$1000 family in-network. Covers 80% of hospital stays. \$20 office visit co-pay, \$50 emergency room co-pay; other services payable at 80%. Must choose an in-network primary care doctor. Prescription co-pay is \$5 for generic, \$20 for preferred brand and \$30 for non-preferred name brand. The one-time co-pay for Mail Order is \$10 generic, \$40 for preferred brand and \$60 for non-preferred name brand for a three-month supply.
- 2) PPO Plan. (Blue Cross/Blue Shield). Annual deductible of \$750 single/\$1500 family in-network and \$1500 single/\$3000 family out-of-network. \$20 office visit and urgent care co-pay, \$50 ER co-pay; other services payable at 80%. Prescription co-pay is \$5 for generic, \$40 for preferred brand and \$80 for non-preferred name brand. The one-time co-pay for Mail Order is \$10 generic, \$80 for preferred brand and \$160 for non-preferred name brand for a three-month supply.
- 3) High Deductible HMO Plan. (Blue Care Network). High deductible HMO plan with the option to add to a Health Savings Account at employee's expense. Annual deductible of \$1500 single/\$3000 family in-network. Covers 100% of covered services after deductible with exception of Prescription Drug Co-pays. Prescription co-pay is \$10 for generic, \$40 for preferred brand and \$40 for non-preferred name brand after deductible. The co-pay for Mail Order is \$20 generic, \$80 for preferred brand and \$80 for non-preferred name brand for a three-month supply after deductible. Must choose an in-network primary care doctor.
- 4) High deductible PPO Plan (Blue Cross/Blue Shield). High deductible PPO plan with the option to add to a Health Savings Account at employee's expense. Annual deductible of \$1500 single/\$3000 family in-network. Covers 100% of covered services after deductible with exception of Prescription Drug Co-pays. Prescription co-pay is \$10 for generic, \$40 for preferred brand and \$40 for non-preferred name brand after deductible. The co-pay for Mail Order is \$20 generic, \$80 for preferred brand and \$80 for non-preferred name brand for a three-month supply after deductible. Out of network is also available with a \$3000 single/\$6000 family deductible and 80% coinsurance. (also an IRS-mandated change to maintain qualified status)

It is understood that the determination of carrier or decision to self-insure is the right of the Board.

ARTICLE V - COMPENSATION {continued}

In Lieu. Employees with health insurance through another source are eligible for an annual payment of \$500.00 cash in lieu of health insurance.

The Association agrees to continue to participate in the District's Insurance Advisory Committee composed of representatives of all of the District's employee groups. The Insurance Advisory Committee will transmit recommendations of the District's health, dental and vision plans will be implemented following ratification by both the Association and District. It is expressly understood that the Insurance Advisory Committee shall have no bargaining authority.

Re-opener. Pursuant to and as stated within Section 1.2.d below, the benefit design and level of District/employee contribution may be altered commencing July 1, 2016 or thereafter, as mutually agreed in accordance with the parties' agreement on compensation below.

B. DENTAL CARE:

1. For those administrators who are not covered by other dental insurance, the Board agrees to provide a plan composed of Class I - Preventative (office visits, cleaning, x-rays and fluoride): 100%, Class II - Restorative (crowns, fillings, root canals, periodontics, and oral surgery): 90%, class III-Major (bridges and dentures): 90%,

Class IV - Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have a \$2000.00 yearly maximum. This plan is a preferred provider organization (PPO) with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above. The employee will be responsible for any additional charges.

2. For those administrators who are covered by other dental insurance (including District - provided coverage), the Board agrees to provide a plan composed of

Class I - Preventative (office visits, cleaning, x-rays and fluoride): 50%, Class II - Restorative (crowns, fillings, root canals, periodontics, and oral surgery): 50%, Class III - Major (bridges and dentures): 50%, Class IV - Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have \$2000 yearly maximum. This plan is a Preferred provider organization (PPO), with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan Networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above, the employee will be responsible for any additional charges.

3. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.

- C. LIFE INSURANCE: The Board will provide, without cost to the administrator, group life with accidental death and dismemberment insurance in the amount of \$150,000. The provisions of the Carrier's group policy and I.R.S. code, along with the rules and regulations of the carrier, will govern as to the commencement and duration of benefits and all other aspects of coverage. In the event of the death of an administrator, health care coverage will remain in effect for his/her dependents for a period of six (6) months.

ARTICLE V - COMPENSATION {continued}

- D. VISION CARE: The District agrees to provide employees with benefits pursuant to the FPS self-funded vision pro ram Summary Plan Description (SPD) in place as of the effective date of this Agreement. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.

- E. INCOME PROTECTION: The Board agrees to provide one hundred percent (100%) of the cost of long term disability coverage to all regular, full-time contract administrators. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible administrators in cases of sickness or disability to age sixty-five (65) years, after the expiration of one hundred twenty (120) calendar days or sick leave days, whichever is greater, with a maximum monthly benefit of six thousand one hundred and eleven dollars (\$6,111) based on sixty-six and two-thirds percent (66 2/3%) of the administrator's regular contract salary, computed on a monthly basis. An administrator's health care coverage will be extended for six (6) months following his/her placement on long term disability coverage.

F. RETIREMENT BENEFIT:

Retirement must be based on the Michigan Public Schools Retirement Plan to qualify for this retirement benefit - and provided further, that the administrator shall have been employed in the Farmington School District for at least seven (7) consecutive years prior to retirement.

Unless waived by the Superintendent, eligibility for the retirement benefit will require notification to the District by March 1 of any school year that the administrator intends to retire at the conclusion of the school year. Upon retirement, an administrator will receive eight thousand five hundred dollars (\$8,500) or two hundred dollars (\$200) per year of service to the District, whichever is greater.

A retiring employee must be leaving FPS, eligible, and collecting the same year the one-time payment is offered.

All monies paid to the administrator under this retirement provision will be paid via the Board of Education approved Special Pay Plan (403b), subject to the limitations of the plan. The plan document will determine eligibility. The District may change and/or eliminate the plan at any time.

The Superintendent may discuss with individual administrators' additional retirement incentive benefits. Any decision by the Superintendent regarding such additional benefits shall be at his discretion and be final and non-grievable.

In the event that an additional off-schedule payment is made to currently employed members of the FASA bargaining unit in a particular year as described in Article V.I, "Salaries," Section 3, then, as an additional severance benefit, an amount equal to such off-schedule payment shall also be made to the tax-sheltered annuity of each former member of the FASA bargaining unit whose employment was terminated in the previous school year for reasons of retirement, resignation or layoff, provided such former FASA bargaining unit member was employed for more than half of the previous school year, and provided such former FASA member contacts the District requesting such payment in writing (an email is sufficient) after the District's receipt of the June 30 audit report. Such tax-sheltered annuity payment shall be made at the same time the lump-sum off-schedule bonus payment is made. These tax-sheltered annuity payments shall be included in the original calculation of the amount to be paid to each FASA member under Article V.I.3.

ARTICLE V - COMPENSATION {continued}

G. MILEAGE: All administrators will be reimbursed at the IRS rate for automobile travel outside of the District, or for return to additional duties beyond the school day which necessitates use of a personal automobile. In the event the Board acts to give other employees a higher rate in the future, the rate will apply to administrators.

H. TAX DEFERRED ANNUITY (403(b) and 457 Plans):

In addition to the basic salaries of administrators covered by this Agreement as set forth in Appendix A, provided that the administrator is rated Effective or Highly Effective within the year-end evaluation, the Board will make a non-elective lump sum contribution in the amount of \$1,000.00 to one of the Board designated 403(b) plans. It is understood that deductions from salary to adjust for prior non-elective contributions made prior to ratification of this Agreement, will occur as agreed and as soon as administratively feasible, but later than the last payroll in August.

The Board agrees to make payroll deductions at the request, and by authorization of any administrator, additional amounts up to the maximum permitted by law and in accordance with the Board adopted 403(b) and 457 plans. The carriers available through payroll deduction are not endorsed, guaranteed, or recommended by the Board or Association. The decision to participate with any company is the employee's alone. The Board and Association shall be held harmless from any claim of liability associated with the availability or handling of these contributions.

I. SALARIES:

Year one (1) 2023-2024 School Year:

- A. Restore one (1) additional step for currently employed members that were employed in 2020-2021 and experienced one (1) step freeze.
- B. Full step advance to all eligible members.
- C. Create one (1) salary schedule for all members that is a total of eight (8) steps.
- D. After the eight (8) step schedule is created, apply a two (2%) on schedule increase to the top step only.
- E. After the eight (8) step schedule is created, apply a 2.5% on schedule increase to the top step to Group 4 only.

Year two (2) 2024-2025

- A. 2% on schedule salary increase to all steps including the top step
- B. Full step advancement to all eligible members.

ARTICLE V - COMPENSATION(continued)

The basic salaries of administrators are set forth in Appendix A of this contract, which is attached to, and incorporated in this Agreement. Administrators will be required to work the number of work days listed below as scheduled by the Superintendent or his designee. An administrator will have the right on an individual basis to adjust his/her scheduled work days with the approval of both his/her immediate supervisor and the Superintendent or his/her designee.

Recognition for advanced study beyond the Master's Degree in Appendix A will be as follows:

- \$25.00 per graduate hour, up to a maximum of 30 hours
- \$1,000 - Education Specialist - or two (2) Master's Degrees
- \$1,250-Doctorate Degree

J. LONGEVITY:

Longevity will be paid the first paycheck in November and beginning with the 2023-2024 school year, will be based on the total years of service as an employee in Farmington.

The longevity amounts are as follows:

- 5-9 years: \$500.00
- 10-14 years: \$750.00
- 15-19 years: \$1,000.00
- 20 years or more: \$1,250.00

K. TECHNOLOGY ALLOWANCE: FASA members will be issued technology tools to carry out their duties, as determined collaboratively by FASA and District representatives.

L. NON-DUTY DAYS:

FASA positions will be considered 12-month positions subject to the following:

In addition to scheduled breaks during the school year as reflected on the school calendar adopted by the Board of Education, the following Groups will have the respective number of non-duty days. The non-duty days will be identified and taken beginning with the first business day in July of each year unless otherwise agreed to by the administrator and their supervisor:

- Group 1 Administrators Thirty (30) non-duty days
- Groups 2 & 3 Administrators Twenty-three (23) non-duty days
- Group 4 Administrators Thirteen (13) non-duty days

During non-instruction and non-teacher workdays in June, July and August, administrators, with the consent of their supervisor, may be permitted to perform their duties at a site other than their assigned worksite. If approved, it is understood that they are permitted to perform their work at an alternate location and be reasonably available for communication.

ARTICLE VI - NEGOTIATION PROCEDURES

- A. Not later than March 1 of the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedures set forth herein, in a good faith effort, to reach agreement concerning administrators' salaries, hours, and other conditions of employment. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement. Any agreement so negotiated shall apply to all administrators in the bargaining unit, and shall be reduced to writing and signed by the Board and the Association.

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board agrees to make

available to the Association, in response to reasonable, written requests, available information as provided in Article I.

If negotiations described in this Section A. have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

- B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to subjects of collective bargaining and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or

matter not specifically covered in or outside this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
- D. This Agreement may not be modified in whole or in part by the parties, except by mutual, written agreement.

ARTICLE VII - MISCELLANEOUS

- A. CONFORMITY TO LAW: This Agreement is subject in all respects to the laws of the State of Michigan, with respect to the powers, rights, duties, and obligations of the Board, the Association, the employees in the bargaining unit, and in the event any provisions of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- B. SUPERSEDER CLAUSE: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contract. All future individual administrator contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE VII - MISCELLANEOUS (continued)


- C. EXPENSE OF PRINTED AGREEMENT: Copies of this Agreement shall be printed at the expense of the Board, and presented to all administrators now employed, or hereafter employed, by the Board.
- D. CLARIFICATION OF BOARD ACTION: The Superintendent, upon request of the Association, shall meet with the general membership and present a clarification of any action by the Board of Education affecting the general operating and administration of Farmington Schools.
- E. PERSONAL INFORMATION: The Board will not release any information regarding bargaining unit members to any individual or group, other than the information it is legally required to release, as a public employer.

ARTICLE VIII-DURATION OF AGREEMENT

This agreement shall become effective upon ratification by both parties and continue in effect until June 30, 2025.

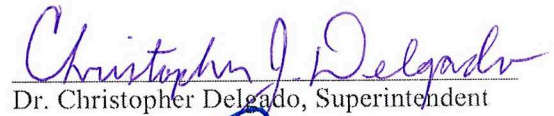
The parties will commence negotiations, according to the provision of Article VI.


F.A.S.A.


Christina Sullivan, President

FARMINGTON BOARD OF EDUCATION


Dr. Cheryl B. Blau, President


Dr. Christopher Delgado, Superintendent


Bradley Daddock, Assistant Superintendent
Talent Development

APPENDIX A

2023-24 - 2.0% on top step Group 1 -3; 2.5% on top step Group 4		PAY RANGE STEPS								
GROUP	POSITION	Days	1	2	3	4	5	6	7	8
4	Principal, High School Director, Athletics and School Safety	222	\$112,967	\$115,792	\$118,687	\$121,656	\$124,696	\$127,813	\$131,008	\$137,641
3	Principal, Middle School Principal, K-8 STEAM Principal, Elementary Supervisor/Principal, Special Education Principal, Alternative High School & Special Projects	212	\$107,589	\$110,279	\$113,036	\$115,862	\$118,759	\$121,727	\$124,770	\$130,448
2	Assistant Principal, High School Director, Athletics Director, K-12 Virtual and Remote Programming	212	\$97,587	\$100,027	\$102,527	\$105,091	\$107,719	\$110,411	\$113,171	\$118,321
1	Assistant Principal, Middle School Assistant Principal, Large Elementary School	205	\$92,940	\$95,264	\$97,645	\$100,086	\$102,589	\$105,153	\$107,783	\$112,687

2024-25 - 2.0% all steps		PAY RANGE STEPS								
GROUP	POSITION	Days	1	2	3	4	5	6	7	8
4	Principal, High School Director, Athletics and School Safety	222	\$115,226	\$118,108	\$121,061	\$124,089	\$127,190	\$130,369	\$133,628	\$140,394
3	Principal, Middle School Principal, K-8 STEAM Principal, Elementary Supervisor/Principal, Special Education Principal, Alternative High School & Special Projects	212	\$109,741	\$112,485	\$115,297	\$118,179	\$121,134	\$124,162	\$127,265	\$133,057
2	Assistant Principal, High School Director, Athletics Director, K-12 Virtual and Remote Programming	212	\$99,539	\$102,028	\$104,578	\$107,193	\$109,873	\$112,619	\$115,434	\$120,687
1	Assistant Principal, Middle School Assistant Principal, Large Elementary School	205	\$94,799	\$97,169	\$99,598	\$102,088	\$104,641	\$107,256	\$109,939	\$114,941