
Master Contract

between the

Farmington Board of Education

and the

Farmington Association of School Administrators

2015 – 2019

Farmington, Michigan

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	
<u>PAGE</u>		
	AGREEMENT	1
I	RECOGNITION	2
II	ADMINISTRATOR RIGHTS	3
III	GRIEVANCE PROCEDURE.....	5
IV	LEAVE OF ABSENCE	8
V	COMPENSATION	11
VI	NEGOTIATION PROCEDURES	17
VII	MISCELLANEOUS	17
VIII	DURATION OF AGREEMENT	18
	APPENDIX A – SALARY SCHEDULE.....	20
	APPENDIX B – FMLA NOTICE	21

AGREEMENT

This AGREEMENT made and entered into this January 12, 2016 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 prohibiting discrimination on the basis of race, creed, color, age, national origin, sex, 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 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.

ARTICLE I – RECOGNITION (continued)

- 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 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 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.

ARTICLE II – ADMINISTRATOR RIGHTS (continued)

- 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 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.
- 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 2015-2016 school year, annually, the Board will provide \$650.00 per administrator to be used to attend professional conferences, join professional organizations, purchase trade publications and tuition reimbursement aligned with professional qualifications / certifications. Any unused funds will be credited to the administrator's account, however, during the 2015-2016 fiscal year, \$25,000.00 of carryover funds shall be reimbursed to the District, in a manner to be determined by FASA not later than December 31, 2016.

In addition, by July 1, 2016, 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.

ARTICLE II – ADMINISTRATOR RIGHTS (continued)

- 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 nongrievable.

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 may be 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 his/her representative, with the object of resolving it informally.

ARTICLE III – GRIEVANCE PROCEDURE (continued)

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 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.

- D. The grievant may request assistance from the Association to aid him/her or represent him/her.

ARTICLE III – GRIEVANCE PROCEDURE (continued)

- 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.
 - 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 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.

ARTICLE IV - LEAVE OF ABSENCE (continued)

- 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.
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.

ARTICLE IV - LEAVE OF ABSENCE (continued)

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 the 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.
 - 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.

ARTICLE IV - LEAVE OF ABSENCE (continued)

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 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 following options:

BCBS Community Blue 2 PPO. Annual deductible of \$100 single/\$200 family in-network and \$250 single/\$500 family out-of network. \$10 office visit and urgent care co-pay, \$50 ER co-pay; other services payable at 90%. Prescription co-pay is \$5 for generic, \$20 for brand-name where no generic is available, and \$30* for brand name where a generic is available. The one-time co-pay for Mail Order is \$5/\$20/\$45* for a three-month supply.

HMO Original Plan. (Blue Care Network). No deductible. Covers 100% of hospital stays. \$10 office visit co-pay and \$50 emergency room co-pay. Must choose an in-network primary care doctor. Prescription co-pay is \$5 for generic, \$10 for name brand on the preferred formulary list and \$20 for name brand not on the formulary list. The one-time co-pay for Mail Order is \$10/\$20 for a three-month supply.

HMO Mid-Range Plan. (Blue Care Network). Annual deductible of \$500 single/\$1000 family in-network. Covers 100% of hospital stays. \$20 office visit co-pay, \$75 emergency room co-pay; other services payable at 80%. Must choose an in-network primary care doctor. Prescription co-pay is \$10 for generic, 20% (\$20 min - \$70 max) for preferred brand and 40% (\$40 min - \$90 max) for name brand not on the formulary list. The one-time co-pay for Mail Order is \$10 generic, 20% (\$20 min - \$70 max) for preferred brand and 40% (\$40 min - \$90 max) for a three-month supply.

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

Re-opener. Pursuant to and as stated within Section I.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, periodontic, 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, periodontic, 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.

ARTICLE V – COMPENSATION (continued)

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.

D. **VISION CARE:** The District agrees to provide employees with benefits pursuant to the FPS self-funded vision program 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 School's 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. Effective January 1, 1994, 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.

Beginning January 1, 2005, 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 nongrievable.

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.

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, beginning in 2015-2016, 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) or 457 plans. During the 2015-2016 year, 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 following ratification, to begin not later than the last payroll in February 2016.

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:

During 2015-2016, there shall be no salary increases or step advancement.

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.

FASA and the District agree that the Farmington school community mutually benefits from the attainment of a sustained General Fund annual year end fund balance equal to 10% to 12% of General Fund expenditures. Therefore, for the last three years of this agreement, FASA compensation shall be adjusted in accordance with the principles described below.

1. After receipt of the audit report for the fiscal period ending June 30, 2016 (likely received as of November 1, 2016), the parties shall meet as soon as feasible to calculate whether it is necessary to adjust FASA compensation during the 2016-2017 year. Unless the parties otherwise mutually agree in writing, any required adjustments shall be effective not later than the last payroll in December 2016, to minimize the impact of negative adjustments spread over a shorter period of time.
2. The agreed upon goal is to adjust FASA compensation each year, as needed, based on FASA's proportionate share of General Fund salaries and benefits, in order to support the Board's attainment of an audited fund balance in the General Fund of at least 10% as of June 30, 2017, 11% as of June 30, 2018, and 12% as of June 30, 2019. Adjustments shall occur based upon the following calculation:
 - a. The Benefit Stabilization Fund, not to exceed \$1.5 Million, will not be included within the calculation of the General Fund fund balance;
 - b. For the purpose of calculating FASA compensation adjustments as described herein, 50% of one-time revenues from the sale of real estate shall be included within the General Fund fund balance, not to exceed \$500,000.00 per transaction;
 - c. In the event that the audited fund balance of the General Fund as of June 30, 2016, is less than 10%, FASA's compensation for the 2016-2017 year shall be reduced by an amount determined by multiplying FASA's proportionate share of General Fund salaries and benefits by the amount of the difference between the June 30, 2016 General Fund audited fund balance amount and the additional amount (if any) that would equate to a 10% General Fund fund balance as of that same date. For example, if the June 30, 2016 General Fund audited fund balance was \$12,192,467.00, or 8.5%, the additional amount needed to reach a 10% fund balance level within the General Fund would be \$2,151,612.00. 4.4% of \$2,151,612.00 is \$94,671.00; FASA compensation for the 2016-2017 year shall then be reduced by \$94, 671.00.

It is understood that the above process shall be replicated in 2017-2018 and 2018-2019, to achieve the fund balance targets identified above.

It is further understood that the FASA's proportionate share will fluctuate as audited budget amounts are determined from year to year. For example, based on the original 2015-2016 budget, FASA's proportionate share during 15-16 was 4.4%. Based on a preliminary first budget amendment, FASA's share was 4.54%.

- d. Once the parties have determined the amount of the compensation adjustment, if any, they shall then agree upon the manner in which the adjustment to compensation shall be operationalized. To the maximum extent reasonably feasible, during 2016-2017, the mutual goal is to first achieve maximum savings through changes in benefit design (employee co-pays, deductibles, prescription co-pays and co-insurance, etc.) within the District's self-funded health insurance plan, before reducing the salary scale or other forms of FASA compensation. In the event that the parties cannot agree to a benefit adjustment by July 1, 2016, or the adjustment is

insufficient to satisfy the formula in 2.c above, then the adjustment shall be made as stated within Paragraph 1.

3. If, during the term of this Agreement, the June 30 General Fund audited fund balance exceeds 13.00%, the FASA bargaining unit shall share in a total amount of compensation equal to FASA's proportionate share of 50.00% of the excess fund balance above 13.00% (inclusive of all costs including FICA and MPERS, if applicable). For example, if FASA's proportionate share is 4.4%, and the June 30 audited fund balance exceeds 13.00% of General Fund expenditures, FASA bargaining unit employees shall share in a mutually agreed manner in a total amount equal to 4.4% of 50.00% of the fund balance exceeding 13.00% (inclusive of FICA and MPERS costs, if applicable). Unless the parties otherwise mutually agree to a different method of payment, the additional compensation shall be paid to all actively employed bargaining unit employees who were also employed for a period of more than half the previous school year, by an equal percentage in a lump sum off schedule bonus payment in the second payroll following receipt of the June 30 audit report. (It is understood that this adjustment in compensation is for the current year in which it is paid.) This provision expressly includes the audited General Fund fund balance as of June 30, 2019, to be paid during the 2019-2020 school year.

For example, if the audit report for the year ending June 30, 2018 (received in November 2018), reports a fund balance of 13.20%, then 50% of the amount in excess of 13.00%, shall be calculated ("excess amount"). Assuming that FASA's proportionate share is 4.4%, FASA shall be allocated 4.4% of the excess amount, to be paid in the manner described above.

4. Additionally, the parties agree to create an eight to ten step salary schedule, resulting in an overall prospective salary scale reduction, to be implemented at such time as the parties mutually agree that it is fiscally prudent to resume step advancement. The parties believe a reduced salary scale is needed for step advancement to be more sustainable. A joint committee shall be formed to make a specific recommendation on a new scale and step schedule consistent with these principles and section 1250 of the Michigan Revised School Code, which committee may include an outside consultant, and shall make a report to the Superintendent and President of FASA not later than March 1, 2017. The respective bargaining teams shall meet to review and approve (in writing) the new scale prior to each party's ratification vote on the new salary scale.

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

- K. NON-DUTY DAYS:

Beginning with the 2013-2014 school year, 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 2-4 Administrators	Twenty (20) non-duty days
Group 5 Administrators	Ten (10) 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.

Effective with the 2015-2016 year, the non-duty days for Groups 2-4 shall be increased to twenty-three (23) and for Group 5, thirteen (13); the non-duty days for Group 1 shall remain at thirty (30).

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.

ARTICLE VII - MISCELLANEOUS (continued)

- 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.
- 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, 2019.

[Signatures to follow on next page]

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

**F.A.S.A.
EDUCATION**

FARMINGTON BOARD OF

By: _____
Rob Kauffman, President

By:
Howard I. Wallach, President

ADMINISTRATION

Human

By:
George Heitsch, Ed. D., Superintendent

By:
Kathy Smith, Executive Director,
Resources

APPENDIX A
FARMINGTON PUBLIC SCHOOLS
SALARY SCHEDULE
2015-2016 SCHOOL YEAR

GROUP	POSITION	PAY RANGE STEPS					
		0	1	2	3	4	5
5	Principal, High School Director, Special Education	\$110,533	\$114,468	\$118,544	\$122,764	\$127,135	\$131,638
4	Principal, Middle School Principal, Upper Elementary School	\$105,270	\$109,018	\$112,899	\$116,918	\$121,080	\$125,370
3	Principal, Elementary Supervisor/Principal, Special Education Director, Instructional Equity Principal, Alternative High School & Special Projects	\$100,257	\$103,826	\$107,523	\$111,351	\$115,314	\$119,399
2	Assistant Principal, High School Director, Athletics & Physical Education	\$95,483	\$98,882	\$102,403	\$106,048	\$109,823	\$113,715
1	Assistant Principal, Middle School	\$90,936	\$94,173	\$97,527	\$100,997	\$104,594	\$108,300

APPENDIX B

FARMINGTON PUBLIC SCHOOLS FMLA NOTICE

EMPLOYEE RIGHTS AND RESPONSIBILITIES

UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be

restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the

employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor Wage and Hour Division



WHD Publication 1420 ·
Revised February 2013