

**Tentative Agreement
between the
Farmington Education Association, MEA-NEA (FEA)
and the
Farmington Public Schools (FPS)
June, 2010**

The parties enter into this agreement regarding a master contract for the 2010-2011 school year due to significant reductions in funding for Farmington Public Schools. All terms and provisions of the parties' current collective bargaining agreement which expires on August 27, 2010 shall remain in full force and effect, except as modified by this agreement, through August 26, 2011. The provisions pertaining to furlough days and salary schedule steps contained herein are non-precedent setting and expire on August 26, 2011.

If the amount of actual general fund balance according to the District's 2010-2011 fiscal year audit exceeds 11% (\$16,361,418) of the total general fund expenditures projected in the 2010-2011 budget as presented to the Board of Education on June 8, 2010, the additional amount will be applied to reimbursing all individuals employed during the contract year on a pro rata basis for lost wages attributable to the concessions outlined herein. If the amount in excess of 11% is de minimis (\$50,000 or less), the parties will meet to determine the form of such reimbursement. The amount of reimbursement will not exceed an employee's daily rate multiplied by the number of furlough days plus the appropriate unpaid half step amount if applicable. All employees will be reimbursed for furlough days prior to the additional half steps being reimbursed. This reimbursement will be paid no later than the first scheduled pay in December, 2011.

This agreement, modifying the existing contract terms, is contingent upon all FPS employees entering into a comparable concessionary arrangement with the Board of Education.

- I. The FEA and District agree to a master contract for the 2010-2011 year only with the following terms and conditions:**
 - A. The salaries of employees currently at Step 10 of the 2009-10 salary schedule as detailed in Appendix A of the 2007-2010 master contract will be frozen at the 2009-10 amounts for 2010-11.**

B. Employees not at Step 10 for the 2009-10 school year will be paid ½ the appropriate step increase on the 2009-10 salary schedule. For the 2011-2012 school year, their placement on the salary schedule will reflect a full step. EXAMPLE:

2009-10: Step 5

2010-11: Step 6 but paid at ½ the increment between Step 5 and Step 6

2011-12 Step 7

C. The school calendars for 2010-11 will be in effect as outlined in Attachments A and B (regular and SXI). The teacher calendar will begin Tuesday, August 31 and end Tuesday, June 21.

D. Each employee will take two (2) furlough days (no work, no pay on June 20, 2011 and June 21, 2011), at the employee's daily rate of pay, during the 2010-2011 school year.

1. Teachers will not be required to report to work on the furlough days referred to above.

2. The 2009-10 salary schedule outlined in Appendix A of the 2007-2010 FEA Master Contract will not be modified and will remain in place as written for the 2010-11 school year. The deduction for the two (2) furlough days will be at the teacher's daily rate of pay and be spread over twenty-one (21) or twenty-six (26) pays based upon the teacher's election.

3. The following will be deleted from Article V, Section A.1.d.6) of the master contract:

“All teachers will engage in six (6) hours of self-selected professional development aligned with MDE guidelines ~~outside their regular work day.~~”

4. An employee with 25 years or more of service credit with MPSERS can opt to make a health care contribution deduction in lieu of the two (2) unpaid furlough days. This option must be exercised in

writing by August 1, 2010. The contribution will be the equivalent of two (2) days pay at the employee's contractual rate. The deductions will be spread over nineteen (19) consecutive pays (ten months). Part time employees will have the deduction prorated.

- E. Effective July 1, 2010, employees enrolled in FHP 2 will contribute the following amounts to the monthly premium:**

Single coverage - \$30 per month
Two Person - \$60 per month
Full family - \$70 per month

Deductions for the annual premium amounts will be spread over nineteen consecutive (19) pays (ten months).

- F. The buy up provisions for FHP 1 coverage will continue and, in addition to those amounts, employees who elect this coverage will pay the amounts listed in E. above. The total contribution will be as follows:**

Single coverage - \$55 per month
Two person - \$110 per month
Full Family - \$145 per month

- G. There will be no monthly premium contribution for those enrolled in the Blue Care Network HMO plan.**

- H. The FHP2 health plan amounts listed in E. above will be in addition to the "buy up" provisions in the master contract applicable to those employees hired after July 1, 2008.**

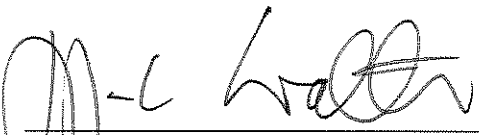
- I. The existing plan coverage for FHP 1, FHP 2, and BCN, including provisions applicable to in-network/out-of-network, will remain the same unless modified later by mutual agreement of the parties.**

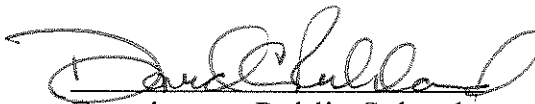
- II. The District receives federal funds which are designed to provide support and intervention for students who qualify under Title funding and the staff who service them. Due to the necessity that the District be able to demonstrate compliance and mastery of the selected interventions, the District intends to create new positions**

using these funds and the Association agrees to waive the provisions of Article XI, Section B.1.d. in filling these newly established Title I, II, and III positions for the 2010-2011 school year. The positions will be filled by a selection process and interested FEA members may apply for any position for which they believe they are certified and qualified. A committee composed of members of the FEA and the administration will interview applicants to select those individuals best qualified to fill these new positions for the 2010-2011 school year.

During the 2010-11 school year, a joint FEA/administration committee will be formed with the charge of identifying the appropriate process by which these new positions will be filled in the future. Any agreement resulting from the work of this committee must be ratified by the FEA general membership.

- III. If, subsequent to ratification of this agreement, legislation is passed by the legislature or a vote of the people diminishing employees' salaries and/or requiring additional employee contributions to health care costs that result in an economic benefit to the District, the District agrees to reduce the amount of employee concessions contained in this agreement accordingly.
- IV. The parties understand that this tentative agreement will require ratification by the FEA membership according to the FEA Constitution and Bylaws, and by the FPS Board of Education.
- V. The parties further agree to begin bargaining over a limited number of non-compensation (pay and benefits) items with the goal of concluding negotiations prior to the beginning of the school year. In addition to those items, additional items relating to compliance with the laws enacted prior to this tentative agreement can be brought to the table. Tentative agreements created as a result of these bargaining discussions will also require the ratification of both the FEA membership and FPS Board of Education.


Farmington Education Association
Date 6/21/10
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Farmington Public Schools
Date 6/21/2010