FARMINGTON E.S.P., MEA/NEA

AND

FARMINGTON PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

July 7, 2011

It is hereby agreed between the Farmington Public Schools Board of Education ("the School Board") and the Farmington E.S.P. MEA/NEA ("the Association"), that, in tentative settlement of all outstanding issues under negotiation, the bargaining teams hereby agree, and agree to recommend ratification to their respective parties, as follows:

- 1. The parties agree to a contract effective July 1, 2011 (unless precluded by law) up to and including June 30, 2013.
- 2. The terms of the parties' contract shall be the same as the parties' prior agreement, except as amended by the terms of this Settlement Agreement.
- 3. Unless otherwise set forth herein, the provisions of this Agreement shall become effective July 1, 2011.
- 4. Wages-

2011-2012 0%

2012-2013 0%

- 5. The parties agree the reimbursement of furlough days and unpaid half steps during the 2010-2011 school year will be waived by the Association. This provision does not preclude the School Board from placing employees on the appropriate step during the 2011-2012 as referenced in Section III of the Memorandum of Agreement between Farmington E.S.P. and FPS dated August 30, 2010.
- 6. Effective July 1, 2011, employees will pay 20% of the cost of premiums for medical, dental, vision and Rx. The employee's contribution will be based on 20% of the actual premium for such coverage. Deductions for the premium amounts will be spread over at least nineteen (19) consecutive pays.

7. Effective July 1, 2011, Article VI. M. shall be revised as follows:

a. Eliminate M 1. a-e

b. Effective July 1, 2011, all newly hired 10 month employees will earn vacation days as follows:

After one year of service- 5 days

After 10 years of service- 10 days

c. Move all Tier 1 employees to the Tier 2 vacation allowance outlined in Article VI. M 2. a-e.

Note: Anyone hired as an ESP member prior to July 1, 2001 will be grandfathered with 17 vacation days.

d. Any employee hired prior to July 1, 2011 who is laid off and subsequently recalled by the district shall remain on the vacation schedule outlined in Article VI. M. 2. a-e.

8. It is understood that the concessions contained in this Agreement were made to maintain good labor relations between the District and the Association.

9. The Association will hold a ratification meeting as soon as possible and will notify the School Board, in writing, of the results of the ratification meeting. The School Board will ratify the contract as quickly as possible.

Kathy Koernke, President

Farmington E.S.P.

Barbara Fries, HR Director Farmington Public Schools

Laurie Moore, Executive Director, 7G