

TENTATIVE AGREEMENT
between
FARMINGTON PUBLIC SCHOOLS
and the
FARMINGTON EDUCATION ASSOCIATION, MEA-NEA

The parties hereby extend the terms and conditions of their 2011-2012 & 2012-2013 collective bargaining agreement through the 2015-2016 school year except as otherwise modified by this Tentative Agreement, or pertaining to prohibited subjects of bargaining, or as prohibited by law.

This entire contract extension, and specifically including, Article I thereof, shall be effective immediately upon ratification by the parties hereto.

2011-2012 and 2012-2013:

- The terms of the 2010-11 contract will remain in full effect except as otherwise modified by this Tentative Agreement or as prohibited by law.
- For the 2011-2012 school year, the following shall apply to salary and benefits:
 - Salary - Compensation shall be frozen at the 2010-2011 salary step (example: step six is paid at step six).
 - Benefits -
 - For the period July 1, 2011 thru December 31, 2011 the individual shall contribute to health benefits as defined in the 2010-2011 agreement.
 - For the period January 1, 2012 thru June 30, 2012 the individual shall contribute an amount equal to 20% of the total benefit cost (health, dental, vision, Rx) for the benefits elected in a new open enrollment period (to be conducted asap).
- For the 2012-2013 school year, the following shall apply to salary and benefits:
 - Salary - Compensation will remain frozen at the 2011-2012 step level subject to the conditions set forth below under "Conditions."
 - Benefits -
 - For the period July 1, 2012 thru June 30, 2013 the individual shall contribute an amount equal to 20% of the total benefit cost (health, dental, vision, Rx) for the benefits elected in the open enrollment period to be conducted not later than June, 2012.
 - The individual shall be provided a District funded Health Savings Account (HSA) in the amount of \$500 for single subscribers, \$750 for 2-person subscribers, and \$1,000 for full family subscribers subject to the conditions set forth below under "Conditions."

Conditions:

- In the event the audited budget for 2011-2012 (October 2012) reflects an ending fund balance (June 2013) in excess of 11%, the District shall fund an increase to the base salary of those individuals who are on-step up to an amount not to exceed the value of a ½ step as set forth in the attached salary schedule.

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- In the event the audited budget for the 2011-2012 (October 2012) reflects an ending fund balance (June 2013) in excess of 11%, AND following the full funding of the ½ step increase for individuals on-step, the District shall then apply funds on a pro-rata basis to the HSA account framework set out above up to the total funding limit of \$500/\$750/\$1,000. In the event that the funds available are less than the amount to provide full funding, the funds shall be allocated using the weighting factor or 1/1.5/2 corresponding to the S/2P/FF categories.
- In the event the audited budget for the 2011-2012 (October 2012) reflects an ending fund balance (June 2013) below 11%, the District is not obligated to any of the 2012-2013 salary step payments or HSA contributions set forth above.
- The Parties agree that the District may request that the Association approve implementation of the payment to steps and HSA funding as set forth above (contemplates a fund balance in excess of 11%).

2013-2014:

- Teachers on the step schedule will receive an increase to their base salary representing ½-step, and will move the ½ step on schedule. In addition, if the ½ step payment is less than \$1,500, teachers on steps will receive an off-schedule payment representing any difference between the dollar amount of the ½ -step and \$1,500. Any step increases during the life of the contract shall only apply to the base salary for teachers in their instructional assignment, and shall not apply to any other compensation including, but not limited to, B-1 stipends
- Teachers at step 10 will receive an off-schedule payment of \$1,100
- For the life of this agreement on and off-schedule payments will be spread over 21 or 26 pays accordingly unless agreed upon but both parties.
- Calendars for 2013-2014, 2014-2015 and 2015-2016 representing 180 instructional days and 186 teacher work days (attached) shall be adopted as Appendix A
- Teachers will, in addition to the 186 work days set forth in the calendar, participate in 30 additional hours of PLT time, such time to be defined by the PLT/PLC Steering Committee representing both the District and Association.
- The Association agrees to continue to participate in the District's Insurance Advisory Committee comprised of representatives of all of the District's employees groups. The Insurance Advisory Committee will transmit recommendations of the District's health, dental and vision plans to the Parties. The adoption of changes to 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.
- For the life of the agreement Other Qualified Adults (domestic partner) benefits as provided by the current agreement shall be allowed to the extent permitted by law
- Through the work of a task team comprised of Instructional leaders and representatives of the FEA, instructional supports will be developed and modified which will include the support for kindergarten and grade one classrooms and eliminate the provisions of Article V.B.5 related to paraprofessional allocations beginning in the 2014-2015 school year.
- A task team comprised of District administrators and representatives of the FEA will be charged with the restructuring of Appendix B and B-1 (Salary Schedule and Special Assignment) and will address the merit component mandated by law. The recommendations of this task team will be presented to the District and Association for ratification and implementation during the 2015-2016 school year.

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- A task team comprised of District administrators and representatives of the FEA will be charged with the review and recommendations for any revision of practices and procedures around the use of Extended Illness Protection (Article VIII.Q.) and such review shall include consideration for reimbursement of any days used and unreimbursed to the District prior to an individual leaving the District. The recommendations of this task team will be presented to the District and Association for ratification and implementation during the 2014-2015 school year.

2014-2015:

- Teachers on the step schedule will receive an increase to their base salary representing ½-step, and will move the ½ step on schedule.
- Teachers will, in addition to the 186 work days set forth in the calendar, participate in 18 additional hours of professional development (PD) outside of the work day. Professional development time for purposes of fulfilling this requirement will align with Michigan Department of Education guidelines and District instructional initiatives.
- Based upon the 2012-2013 Comprehensive Annual Report (fall 2013), if the Actual General Fund fund balance end of year exceeds 12% (the sum of Actual Total expenditures plus Actual Transfers out), teachers on steps will also receive an off-schedule payment representing any difference between the dollar amount of the ½ -step and \$1,500.
- Based upon the 2012-2013 Comprehensive Annual Report (fall 2013), if the Actual General Fund fund balance end of year exceeds 12% (the sum of Actual Total expenditures plus Actual Transfers out), teachers at step 10 will receive an off-schedule payment of \$1,100
- For the life of this agreement on and off-schedule payments will be spread over 21 or 26 pays accordingly unless agreed upon but both parties.
- Based upon the recommendation of the PLT/PLC Steering Committee, the 30 hours of additional PLT/PLC time may be increased to 45 hours beginning in the 2014-2015 school year.
- The Association agrees to continue to participate in the District's Insurance Advisory Committee comprised of representatives of all of the District's employees groups. The Insurance Advisory Committee will transmit recommendations of the District's health, dental and vision plans to the plans. The adoption of changes to 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.
- Recommendations for changes to Extended Illness Protection process and procedure as ratified by the Parties will be implemented

2015-2016:

- Based upon the 2013-2014 Comprehensive Annual Report (fall 2014), in the event that the Actual General Fund fund balance end of year exceeds 12% (the sum of Actual Total expenditures plus Actual Transfers out), teachers on the step schedule will receive an increase to their base salary representing ½-step, and will move the ½ step on schedule. In addition, teachers on steps will receive an off-schedule payment representing any difference between the dollar amount of the ½ -step and \$1,500.

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- Based upon the 2013-2014 Comprehensive Annual Report (fall 2014), in the event that the Actual General Fund fund balance end of year exceeds 12% (the sum of Actual Total expenditures plus actual Transfers out), teachers at step 10 will receive an off-schedule payment of \$1,100
- Based upon the 2013-2014 Comprehensive Annual Report (fall 2014), in the event that the Actual General Fund fund balance end of year does not exceed 12% (the Actual Total expenditures plus Actual Transfers out), there will be no payments to teachers and the 18 additional hours provided for professional development (PD) outside of the teacher work year implemented in the 2014-2015 school year will be reduced to 6 hours.
- For the life of this agreement on and off-schedule payments will be spread over 21 or 26 pays accordingly unless agreed upon but both parties.
- The Association agrees to continue to participate in the District's Insurance Advisory Committee comprised of representatives of all of the District's employees groups. The Insurance Advisory Committee will transmit recommendations of the District's health, dental and vision plans to the Parties. The adoption of changes to 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.
- Recommendations for Changes to Appendix B and B-1 as ratified by the Parties will be implemented

Upon ratification, this Agreement shall be immediately in full force and effect to, and including, August 26, 2016, for all bargaining unit members including those members who have retired or taken a leave of absence. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless an extension is mutually agreed to, in writing, by both parties.

3/14/13
T.A. D. D. G. W. Kun

Delbert L. [Signature]
3/14/13

David C. [Signature]