

**MASTER AGREEMENT**

**BETWEEN**

**THE FARMINGTON SCHOOL BOARD**

**AND**

**THE FARMINGTON TEACHERS'**  
**ASSOCIATION**

**AUGUST 2008 - JULY 2011**

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## **Article I – Recognition**

- 1.1 The Farmington School Board recognizes the Farmington Teachers’ Association, NEA-New Hampshire, NEA as the exclusive bargaining representative of all full and part-time employees as listed below:
  - a. Teachers
  - b. *Media Specialists*
  - c. Specialists (all support personnel such as special education, speech, art, music and physical education)
  - d. Nurses
  - e. Guidance Counselors
  
- 1.2 Jurisdiction: The jurisdiction of the Farmington Teachers’ Association shall include those persons who now or hereafter shall hold positions in those categories of employees named in Article 1.1.

## **Article II – Management Rights**

- 2.1 The Board and its administrative team shall retain exclusive control of the operation of the District, and except for the understandings reached within this agreement nothing shall limit the Board in the exercise of its managerial rights. The Board retains, without limitations, all powers, rights and authority vested in its by-laws, rules and regulations including, but not limited to: the right to make and amend Board policy; manage and control school properties and facilities; select and direct personnel; determine, manage and control the school curriculum; relieve employees from duties for just cause; take such action as it deems necessary to maintain efficiency in the operation of the school system; and determine the methods, means and personnel by which the functions of the School District will be performed. It is mutually agreed that all matters of managerial policy within the exclusive prerogative of the public employer or confided exclusively to the public employer by statute or regulations adopted pursuant to statute, *including the provisions of RSA 273-A:1, XI, shall not be subject to negotiations.*

## **Article III – Definitions**

- 3.1 The term “Board” as used in this agreement shall mean the Farmington School Board.
- 3.2 The term “Association” shall mean the Farmington Teachers’ Association, NEA-New Hampshire, NEA.
- 3.3 The term “bargaining unit” shall mean all persons collectively employed in the categories listed in Article 1.1.
- 3.4 The term “parties” shall refer to the Farmington School Board and the Farmington Teachers’ Association as participants in this agreement.

- 3.5 The term “Superintendent” shall refer to the chief administrative officer of the School District.
- 3.6 The term ‘supervisor’ shall refer to any Principal, Assistant Principal, Supervisor of Speech Services, Superintendent, Assistant Superintendent, Director of Pupil Services, Business Administrator, *Curriculum Coordinator and/or Title One Director*.
- 3.7 The term “Association representative” shall refer to the President of the Association or any other person so designated by the Association.
- 3.8 The terms “teacher,” “person,” “professional,” or “member” as used in this agreement shall refer to individuals employed by the Board in those categories listed in Article 1.1 unless otherwise specified.
- 3.9 The term “administrative team” shall refer to the Superintendent, Assistant Superintendent, Building Principal, Assistant Principal, Business Administrator, Director of Pupil Services, or others whose job description refers to administrative functions.
- 3.10 Whenever the singular is used in this agreement, it is to include the plural.
- 3.11 Whenever a personal pronoun is used, such pronouns shall apply equally to both male and female.
- 3.12 The term “personal leave” shall refer to days demanding employee absence from work due to matters which are beyond the control of the employee to schedule during non-work hours and/or days. Personal days shall not be used to extend a vacation and/or holiday.
- 3.13 The term “professional leave” shall mean leave for attending and/or participating in workshops, seminars, conferences, or other educational related programs and/or activities; it is also to include receiving a degree or participating in a graduation ceremony.
- 3.14 The term “grievant” shall mean a member of the bargaining unit, a group of members of the bargaining unit and/or the “Farmington Teachers’ Association” representing that member who has filed a grievance, a group of members or the entire membership collectively.

#### **Article IV – Fair Practices**

- 4.1 Extracurricular positions will be advertised publicly and within the District, and will be filled by personnel who possess the necessary qualifications and are deemed to be most competent as determined by the Board.

- 4.1.1 If two candidates have comparable qualifications, the personnel in the system will be given strong consideration.
- 4.2 By noon of the Friday before a Monday Board meeting or forty-eight (48) hours before a non-Monday Board meeting, a copy of the minutes of the last Board meeting and a copy of the public agenda for the upcoming meeting shall be sent *by mail or e-mail* to the President of the Farmington Teachers' Association.
- 4.3 Existing laws and regulations preserved:
  - 4.3.1 The rights and benefits provided herein are in addition to those provided by the State or Federal law, rule or regulation.
  - 4.3.2 This agreement constitutes Board policy for the term of this agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. The Board shall amend its policies and take such other action as may be necessary in order to give full force and effect to the provisions of this agreement.
- 4.4 When any member of the bargaining unit signs a contract for the ensuing year, it is expected that the member will honor said contract as the Board expects to do by affixing its signature.
  - 4.4.1 Should a member of the bargaining unit request release from a signed contract, said request will be made in writing (with reasons) at least forty (40) days in advance. The Board will accept resignations for the period July 20 through September 30 with mitigating circumstances as reviewed and approved by the Board. The Board's decision may be contingent upon hiring a suitable replacement.
  - 4.4.2 Should a member of the bargaining unit leave the District to teach in another district prior to the expiration or mutual termination of a duly executed contract, the Board will determine if, in the best interest of the Farmington School District, legal action is necessitated. If it is so determined, the Association recognizes and supports the Board's prerogative to seek redress on behalf of the District through appropriate legal processes. In any case, said member will forfeit all pay and allowances due from the District.

**Article V – Association Privileges and Responsibilities**

- 5.1 Rights and privileges granted to the Association shall not be granted to any other employee organization as long as the Association remains the certified bargaining unit.
- 5.2 The building principals shall permit placement of Association material and notices in each teacher's mailbox and on teachers' room bulletin boards. The President of the Association shall be responsible for the content of these materials and shall insure that it is in good taste.

- 5.3 Outside of normal school hours, the Association shall have the right to use designated areas in the school building for meetings, provided that there is no interference with scheduled school activities. The use of school facilities shall be arranged with the building principal in advance.
- 5.4 Representatives of the Association shall meet on a periodic basis with the building principal, the Superintendent or his designee, and/or the School Board for the purpose of discussing various educational matters of interest or concern to both or either party relating to the general welfare of the school system. Requests for a meeting by any of the parties will be honored within a reasonable time frame.
- 5.5 With permission of the building principal, the Association may use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.

#### **Article VI – General Provisions**

- 6.1 The Board and the Association agree to share equally in the cost of printing this agreement. The Association shall distribute copies of this agreement to all teachers currently employed, and the Board shall distribute copies of this agreement to all administrative and supervisory personnel in the District. All newly hired members of the bargaining unit shall be given a copy of this agreement by the Superintendent or his designee upon being hired by the District.

#### **Article VII – Working Conditions**

- 7.1 Length of school day and year.
  - 7.1.1 The school year shall consist of 180 student days and five (5) additional teacher days that may be used for orientation, workshops, and the like, and shall not include school days cancelled because of snow or other emergency. These five days shall be scheduled at the discretion of the Superintendent. They shall not be scheduled during the summer recess, vacation weeks, weekends, or holidays. For guidance counselors, the school year shall consist of 200 workdays to be scheduled by their respective building principal and/or Superintendent. For school nurses, the school year shall consist of 188 workdays to be scheduled by their respective building principal and/or Superintendent.
  - 7.1.2 The School Board may adjust the starting and closing time of the school day within the hours of 7:45 A.M. and 4:00 P.M. However, the school day for professional staff shall consist of no more than seven (7) hours and fifteen (15) minutes, starting fifteen (15) minutes before the first class begins and ending twenty-one (21) minutes after the last class ends.

- 7.1.3 Any change in the length of the school year and/or day as dictated by state law and/or guideline shall be compensated on a pro rata basis and shall not be cause to reopen negotiations.
- 7.1.4 The Board shall establish the school calendar. The Association will be provided the opportunity to review it and make recommendations prior to the publication of the school calendar. The school calendar shall be adopted and published by May 30<sup>th</sup> of the previous school year.
- 7.1.5 The teachers' school year shall begin no earlier than the Monday before Labor Day and end no later than June 30. The guidance counselor's school year shall begin no earlier than three (3) weeks prior to Labor Day and end no later than three (3) weeks after the close of school. The school nurses' school year shall begin three (3) working days before school opens to students.
- 7.1.6 As a professional, a teacher is expected to devote to his work the time that is necessary to accomplish the task at hand. Teachers are expected to be available before and after school to assist students with their schoolwork and shall notify students periodically of that availability.
- 7.2 Professional staff members are required to participate in the Farmington School District Professional Development Plan.
- 7.3 Teachers assigned to more than one building and/or principal shall be responsible to attend only one principal's regular staff meeting. They shall attend open house for each building in which they teach, and shall be assigned non-instructional duties on a pro-rated basis compared to their teaching assignment in that building. It will be the responsibility of the administration to notify them of their assignments. If a teacher travels from building to building, all reasonable efforts will be made to provide sufficient time for that teacher to move between buildings.
- 7.4 Additional duties of a non-instructional nature shall be assigned by the building principal as needed. These duties shall be assigned on an equitable and rotating basis.
- 7.5 Elementary teachers will not need to be present in their classrooms when their classes are being instructed by the art teacher, music teacher, physical education teacher, health teacher, *media specialist, or the computer teacher.*
- 7.6 The building principal shall make every reasonable effort to hire a substitute teacher whenever an art teacher, music teacher, physical education teacher, health teacher, *media specialist or the computer teacher* is absent.
- 7.7 The District will make every reasonable effort to provide every teacher with a duty-free lunch period each day.

- 7.8 The normal teaching assignment for high school and middle level school teachers shall consist of five (5) periods of classroom instruction, one (1) period of study hall supervision or voluntary enrichment supervision, with prior approval by administration, and one (1) preparation period. The normal teaching assignment for elementary teachers shall include no more than five blocks of academic instruction and one preparation period. Any change from this schedule shall be on a voluntary year-to-year basis.
- 7.8.1 If an administrative decision is made and mutually agreed to by the teacher to amend the teacher's assignment referred to in Article 7.8, that teacher shall receive an additional amount above his normal contractual salary of one thousand, five hundred dollars (\$1,500) for a full year course and seven hundred and fifty dollars (\$750) for a half year course.
- 7.9 The Board shall make every effort to keep class size within state guidelines.
- 7.10 During their preparation period, teachers may leave the building for educational purposes only, as authorized by the principal or his designee.
- 7.11 A teachers' room with a telephone line for calls outside the local area shall be available in each school building.
- 7.12 Returning classroom teachers must be notified of their anticipated teaching assignment for the next school year by June 1<sup>st</sup> of the current year. In the event the administration needs to change a teaching assignment after June 1<sup>st</sup> the returning teacher will be notified within two working days.

### **Article VIII – Compensation**

- 8.1 Subject to the annual statutory re-nomination process, salaries shall be paid in accordance with the salary schedules found in the appendices of this agreement for the appropriate year. The Superintendent may recommend and the Board may approve that a teacher be held on step, or to freeze the salary of a teacher on the top step. Within ten days of the Board's approval of the Superintendent's recommendation, notice of said action shall be given in writing from the Superintendent to the teacher and to the President of the Association describing the reasons for said action.
- 8.2 ***Guidance counselors and nurses shall be paid their per diem rate for those days they work in addition to the 185-day school year.***
- 8.3 Salaries for extra-curricular activities shall be paid in accordance with the schedule in Appendix C of this agreement and shall be paid by separate check.

- 8.3.1 Extra-curricular salaries of less than *five hundred (\$500.00) dollars* shall be paid upon the completion of the activity.
- 8.3.2 Extra-curricular salaries greater than or equal to *five hundred (\$500.00) dollars* shall be paid in two equal installments, one when the activity is fifty percent (50%) complete, the other when the activity is completed.
- 8.3.3 Requests for payments as stated in Article 8.3.1 and 8.3.2 shall be made by October 1, December 1, March 1, April 15 and/or June 10 as may be appropriate to the particular activity. Payments shall be made as soon thereafter as possible.
- 8.4 Professionals who have taught at least *half the number of student days* shall receive credit for a full year of experience.
- 8.5 An experienced professional entering the Farmington system will receive the equivalent salary of a like experienced professional in the Farmington system.
- 8.6 The annual salary shall be divided into twenty-six (26) equal installments or twenty-*two (22)* equal installments payable bi-weekly on Thursday, beginning with the first Thursday *of the school year. If the employee fails to choose either twenty-two (22) or twenty-six (26) installments, the employee shall be paid in twenty-six (26) installments.* If a payday falls on a non-scheduled school day, paychecks will be distributed on the last day school is in session prior to that non-scheduled school day. Any balance due at the end of the school year will either be paid bi-weekly during the summer months, or in one (1) lump sum on the last day of school with checks being issued upon final completion of the checkout procedure as required by the building principal. Teachers must notify the building principal by May 20 of their choice of summer payment. *In the absence of notice to the building principal by the date, teachers will be paid in one lump sum.*
- 8.6.1 Teachers may elect to receive one of their “summer” checks (1/26 of their yearly salary) on the payday closest to December 10. If they do so, the extra check shall take the place of their twenty-sixth (26<sup>th</sup>) check of the current year’s salary. A two-week written notice to the Superintendent’s Office is required.
- 8.7 Upon written application from the teacher, payroll deductions will be made for all insurances, tax sheltered annuities (less any insurance premiums contained therein), Association dues, savings bonds, and credit union business. Such authorizations shall be revocable by the teacher at any time upon written request with the exception of Association dues, which shall only be revocable by the teacher between July 1 and September 10 for the next school year. The Superintendent of Schools shall send a notice of any termination of FTA dues of an individual member to the Farmington Teachers’ Association. A statement of these deductions shall be provided with each salary payment. Those required by law, i.e. withholding taxes, retirement and FICA will automatically be deducted.
- 8.7.1 All authorized deductions shall be paid as soon as possible or when billed.

8.7.2 Association dues shall be paid to the Treasurer of the Association on the same day that paychecks are issued from which the dues were deducted.

8.8 If the Board determines that a position covered by this contract is to be less than full time, then the person employed in that position shall have his salary and fringe benefits pro-rated based upon the salary and fringe benefits printed in this document for full-time employees according to the following:

For 1 hour or 1 period	15%
For 2 hours or 2 periods	30%
For 3 hours or 3 periods	50%
For 4 hours or 4 periods	72%
For 5 hours or 5 periods	86%

In addition, duties of a non-instructional nature shall also be pro-rated, with the exception that no employee shall be required to engage in duties that fall outside of his assigned times. (For example: an employee who begins at the start of the school day would be required to have “morning duty” whereas an employee who begins at 9:30 would not do morning duty.)

Part-time employees may be required to attend the monthly teachers’ meeting and the yearly “open house” as requested by the Principal.

### Article IX – Fringe Benefits

9.1 The Board agrees to provide *medical insurance provided by Cigna School Care or another program providing equivalent or improved benefits*. The Board will contribute to the cost of the employee’s plan as follows:

*For those employees who choose single, two-person, or family membership, the District will pay the following percentages of the corresponding premiums for the HMO plan:*

	<i>2008-2009</i>	<i>2009-10</i>	<i>2010-2011</i>
<i>Single</i>	<i>80%</i>	<i>80%</i>	<i>80%</i>
<i>Two person</i>	<i>75%</i>	<i>75%</i>	<i>75%</i>
<i>Family</i>	<i>65%</i>	<i>65%</i>	<i>70%</i>

A health care plan that provides comparable coverage to the above from another provider may be substituted and adopted for the above health insurance coverage at the discretion of the Board. Any change that reduces coverage must be mutually agreeable to both parties.

For the purpose of this article the word “coverage” shall mean benefits provided by the plan as well as availability of services under the plan.

- 9.2 The District will provide the full cost of a single membership in a dental plan of its choice. The coverage will correspond to the NH Dental Service Corporation of Northeast Delta, Plan II Coverage A and B.
- 9.3 Physical exams are mandatory for first year employment in the Farmington School District. The District will pay up to one hundred (\$100.00) dollars towards the costs not covered by insurance of said physical exam.
- 9.4 Reimbursements for Staff Development Committee approved courses satisfactorily completed at accredited colleges, universities or professional training schools shall be as follows:
  - 9.4.1 Eight (8) credits per year per teacher with one hundred (100) percent reimbursement for the first four (4) credits and fifty (50) percent of the next four (4) credits based on the current University of New Hampshire tuition rates. Any registration fee shall also be reimbursed.
  - 9.4.2 Reimbursement shall be made according to one of the following:
    - a. For courses taken during the first semester (normally Sept. to Dec.) any monies due a member shall be paid by February 15<sup>th</sup> upon successful completion of the course.
    - b. For courses taken during the second semester (normally Jan. to May) any monies due a member shall be paid by July 15<sup>th</sup> upon successful completion of the course.
    - c. For courses taken during the summer (normally late May to August) any monies due a member shall be paid by October 1<sup>st</sup> of the following school year upon successful completion of the course. Only members under contract for the following school year and employed as of October 1<sup>st</sup> shall be eligible for summer course reimbursement.
    - d. As an alternative method of course reimbursement to a and b above, direct billing is authorized, except for summer courses. Each individual must notify the building principal in advance that he will be instructing the university or college to bill the District directly.

- 9.4.3 Successful completion of a course shall mean a grade of “B minus” or better or the equivalent on a numerical grading system. A grade report must be submitted with each request for reimbursement, along with a copy of the tuition receipt or the canceled check. For courses that are graded on a “pass-fail” basis, a grade of “pass” will satisfy this requirement.
- 9.4.4 Failure to satisfy Article 9.4.3 will require the reimbursement to the District of any prepayments within 60 days or prior to leaving the District, whichever comes first.
- 9.5 Professionals are encouraged to attend workshops and other related programs that will be beneficial to their assignments. Personnel wishing to attend such workshops or other related programs shall submit their request for attendance in writing to the building principal for his approval or disapproval no later than one (1) week in advance of the scheduled activity. Assistance in defraying the cost of these workshops or other related programs when there is a charge shall be as follows:
- 9.5.1 Each staff member requesting assistance of less than **\$250.00** will submit his request to the building principal at least one (1) week prior to the date of the event. The building principal will approve or disapprove the request for assistance.
- 9.5.2 Each staff member requesting assistance in excess of **\$250.00** will submit his request to the building principal in sufficient time for the principal to seek Superintendent approval and notification to the Chairman of the Farmington School Board, prior to attendance.
- 9.5.3 All mileage costs will be computed at not less than the current Internal Revenue Service rate, with all additional costs of tolls and parking to be reimbursed. ***Unless otherwise approved by the Superintendent or his/her designee, all requests for mileage reimbursements must be submitted within thirty days of the workshop.***
- 9.6 Teachers will be reimbursed for up to fifty (\$50) dollars per teacher per year for educational material that they purchase for use in their classroom. Prior approval of the building principal shall be required.
- 9.7 Staff members may be permitted to purchase equipment that is school related through the respective principal’s fund at school cost. (School cost is defined to be the cost of the actual item together with all associated shipping and handling fees.)
- 9.8 The School Board may entertain petitions from members for dependents to attend the Farmington School System.

- 9.9 The District will adopt IRS Section 125 for the treatment of the member's share of his/her fringe benefits. ***The District shall provide an IRS Section 125 Flexible Spending Account Plan (FSA). These funds may be used to offset any medical, child care, or other expenses allowed by law. Employees will be allowed to voluntarily contribute by payroll deduction to the Section 125 Plan up to the limit allowed by law. Except as allowed by law, funds not expended by a participating employee by the end of the plan year may not be rolled over for use by that employee in subsequent years.***

## Article X – Leave

- 10.1 Teachers will be entitled to temporary leaves of absence from school, with full pay, each year as follows:
- 10.1.1 Sick leave shall be granted at the rate of six (6) days per half school year for a total of twelve (12) days per school year or pro-rated at the rate of 1 1/5 days per month for any employee who works less than a full school year. Sick leave is cumulative to seventy-five (75) days. Teachers must “call in” on the day of illness by 6:45 A.M. or on the night before by 9:00 P.M., and shall be required to present a doctor's note after three (3) consecutive days of absence.
- 10.1.2 Teachers with more than seventy-five (75) days of total accumulated sick leave shall receive reimbursement at a rate of one hundred dollars (\$100.00) or the current per diem rate of a certified substitute teacher, whichever is greater, for each day accumulated over seventy-five (75) days with all computations to be completed at the end of each school year.
- 10.1.3 The Board shall notify each member in writing of his total accumulated sick days. Said notification shall be given by September 15 of each year.
- 10.1.4 The Board shall establish a sick bank, which shall be administered by the Superintendent of Schools. The Board shall annually place one (1) sick day in the bank for each professional covered under this agreement, up to a maximum of 180 days. These days will be computed at the end of each school year. Professionals wishing to draw from the bank must apply to the Superintendent, who will convene a Sick Bank Committee consisting of two building level administrators and two members to be selected by the Farmington Teachers' Association. The Sick Bank Committee will determine the number of days, if any, to be awarded. In the event that the committee is deadlocked, the Superintendent of Schools, after having met with the sick bank committee to hear of its opposing views, shall make a final determination regarding the award of days, if any. \*

\* The Farmington Teachers' Association and the Board may substitute a short-term disability policy upon mutual agreement at any time during the effective dates of this contract and eliminate this sick bank provision.

10.1.5 Five (5) days of non-accumulative professional leave, with full pay, may be utilized provided the member has prior approval of the Superintendent or his designee. Additional professional days shall require School Board approval.

10.1.6 Two (2) of the aforementioned five (5) days may be used for personal leave provided advance approval is obtained from the Superintendent or his designee.

10.1.7 In the event of extenuating circumstances, additional personal days will be considered on a special request basis and granted by the Superintendent at his discretion and notification to the Chairman of the Farmington School Board. If the request is granted, the days authorized will not be deducted from accumulated sick leave.

10.1.8 The Farmington School System agrees to “buy-back” accumulated sick days up to a maximum of seventh five (75) days from a member of the bargaining unit who leaves the Farmington School System, according to the following:

For five (5) years but less than ten (10) years of service to the Farmington Schools, at ten percent (10%) of the member’s per diem rate.

For ten (10) years but less that twenty (20) years of service to the Farmington Schools, at fifteen percent (15%) of the member’s per diem rate.

For twenty (20) or more years of service to the Farmington Schools, at twenty percent (20%) of the member’s per diem rate.

10.2 Upon the death of a member of the immediate family (spouse, parent, or child) teachers shall be granted up to five (5) bereavement days upon request. The use of such days shall have no impact on other accumulated leave time.

10.3 As professionals, members’ requests for leave should be as far in advance as is reasonably possible; however, requests for all such leave shall be in writing three (3) days prior to the day requested except in the case of an emergency or a pressing personal requirement. In this event, the building principal shall be notified as soon as possible. Replies to these requests shall be made no later than one day after the date of request.

10.4 If a member is requested by the Superintendent to attend a function on behalf of the Board, District, or School Administrative Unit, such time will not be charged to the member’s days. All fees and mileage costs will be paid by the School District or the School Administrative Unit at the current rates in Article 9.5.3.

- 10.5 The Superintendent may make recommendations for the extension of any of the above leaves or for leaves of absence for special reasons and may grant such leaves solely at the discretion of the Board.
- 10.6 A member with five (5) or more years of service to the District may make application to the Superintendent for an extended leave of absence for professional advancement which, for the purposes of this article, shall be defined to be full-time enrollment in a college or university for the purpose of earning an advanced degree or for research purposes related to their major.
- 10.6.1 Such request must be made prior to April 15 of the school year prior to such a leave of absence.
- 10.6.2 Such a leave shall be for a period of one (1) school year.
- 10.6.3 During a leave as outlined in this article, a member shall not receive a salary from the District but may, upon application, continue his health and other benefits provided that there is no cost to the District.
- 10.6.4 The Association recognizes the burden that many requests may make on the District and therefore agrees to allow a limit of not more than one (1) such leave in any one year.
- 10.6.5 The Board, upon the recommendation of the Superintendent, may grant one (1) such leave per year.
- 10.6.6 The member agrees to notify the Board by April 15 of the next calendar year of his intent to return to his previous position. Failure to so notify the Board shall be considered as an intent not to return and the Board shall have no obligation to the member to hold a position open for the ensuing year.
- 10.7 The School District will grant maternity/paternity leave to all staff members who request it in writing prior to the termination of employment.
- 10.7.1 Leave will be granted for a period of up to twelve (12) weeks after the birth of the child or placement for adoption or foster care.
- 10.7.2 All personnel benefits accrued, including seniority, will be retained during leave, unless the person concerned shall have accepted other employment.
- 10.7.3 Re-employment will be guaranteed not later than twelve (12) weeks after the date of the birth of the child.
- 10.7.4 The School District will have discharged its responsibility by offering re-employment after the teacher has been declared eligible for re-employment.

- 10.7.5 A teacher who is pregnant may remain at work as long as she desires, provided she secures written approval from her attending physician certifying the teacher's good health. The School Board reserves the right to request such sufficient certificates at such intervals as it determines necessary.
- 10.7.6 All leave will be granted without pay. A teacher may claim sick leave benefits for the period of actual physical disability attested to by a certificate signed by her attending physician. Such sick leave benefits will be limited to the amount of sick leave actually accumulated by the teacher.
- 10.8 If a pregnant teacher wishes to apply for a full academic year's leave of absence, said notice must be made prior to August 1. During said leave, no salary shall be received from the District, but other benefits may be continued provided that there is no cost to the District.
- 10.9 The Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993.

#### **Article XI - Evaluations**

- 11.1 All observations and evaluations will be made by the teacher's supervisors and shall be conducted openly and with full knowledge of the teacher in accordance with the Farmington School District teacher evaluation policy. The teacher will be given a copy of any evaluation report and will have the right to discuss such reports with his supervisors and to append any remarks to the report. All such remarks will be included with the report when placed in the teacher's file.
- 11.2 Material derogatory to a teacher's conduct, service, character or personality will not be placed in the teacher's file until a copy of the material has been presented to the teacher in the presence of his supervisor and one other assistant principal, principal or Assistant Superintendent. The teacher will have the right to submit a written answer to the Superintendent, who will review and attach same to file copy.
- 11.3 A teacher's signature acknowledging receipt of any material referred to in Article 11.1 and 11.2 shall, in no way, be construed to constitute agreement with such material.

#### **Article XII – Grievance Procedure**

- 12.1 A grievance is an alleged violation, misinterpretation or misapplication, with respect to one or more members, of any provision of this agreement.
- 12.2 All time limits specified in this article shall mean school days and are maximums unless extended by mutual agreement. Once the official process has begun at Step 1 in Article 12.4.1 of the grievance procedure, failure at any step of this procedure to communicate a decision within specified time limits shall permit the aggrieved employee and/or the

Association to proceed to the next step. In addition, failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at this step.

### 12.3 General provisions:

12.3.1 The grievant must be present at all conferences and meetings pertaining to his grievance. The individual though, as does the Board, has the right to representation of his own choice at any conference and/or meeting.

12.3.2 A grievance will be heard at a time other than during the normal school day and/or hours unless by mutual agreement.

12.3.3 All documents, communications and records dealing with the processing of a grievance **shall not** be filed with regular personnel files. All paperwork dealing with a grievance filed on behalf of the Association shall be filed separately from any personnel file.

12.3.4 Before beginning the grievance procedure at Step 1, the member(s) shall discuss the problem with the building principal and/or other individual(s) concerned in an effort to resolve the conflict.

12.3.5 In order to encourage and allow resolution of grievances on an informal basis, the grievant(s) will be allowed ten (10) days following the condition or act which is the basis of the complaint, to present the grievance at Step 1. However, no grievance will be accepted at Step 1 if more than ten (10) days have elapsed since the incident.

### 12.4 General procedures:

12.4.1 Step 1: Any grievant(s) wishing to process a formal grievance will do so in writing to the building principal who shall establish a formal conference on the matter in an attempt to resolve said grievance. The aggrieved and the Farmington Teachers' Association shall be given at least two (2) days written notice of said conference. The building principal shall respond in writing within ten (10) days from the date the formal grievance is filed. The building principal's decision shall be communicated to both the aggrieved and the Farmington Teachers' Association.

12.4.2 Step 2: ***If a grievance remains unresolved after Step 1, the aggrieved or the Association may, within five (5) days present the grievance in writing to the Superintendent.*** The Superintendent shall schedule a meeting within ten (10) days. Within ten (10) days after said meeting, the Superintendent will communicate his decision in writing to the aggrieved and the Farmington Teachers' Association.

12.4.3 Step 3: *If the grievance remains unresolved after Step 2, the aggrieved or the Association, may, within ten (10) days present the grievance in writing to the School Board.* Within ten (10) days after receipt of a grievance a majority of the Board shall meet with the aggrieved for the purpose of hearing the arguments of the parties involved. Within ten (10) days after said meeting, the Chairman of the Board shall communicate the Board's decision in writing to the aggrieved and the Farmington Teachers' Association.

12.4.4 Step 4: If a grievance relating to a provision in this contract remains unresolved after Step 3, the Association may within ten (10) days submit the grievance in writing to arbitration by filing with the Board and the American Arbitration Association a request for arbitration. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute shall constitute the sole and entire subject matter to be heard by the arbitrator, unless both parties mutually agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing except by mutual agreement of the parties. In the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply. The arbitrator shall issue a decision no later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding except that any decision of the arbitrator which requires the Board to expend more than five hundred (\$500) dollars shall be advisory to the Board which shall, in such cases, make a final decision within twenty (20) days after receiving the arbitrator's decision. Both parties agree the arbitrator shall be prohibited from modifying or adding to this agreement.

### **Article XIII – Reduction in Force**

- 13.1 The School Board shall determine when a reduction in force is necessary, the areas to be impacted, and the number of teachers involved in such a reduction.
- 13.2 Notice of an intended layoff shall be given as far in advance as possible.
- 13.3 This article shall not be used as a method of terminating a staff member's employment for any reason other than a declining enrollment, budgetary purposes or the elimination of a program.
- 13.4 Once a decision has been made to reduce the number of staff members, the first method of such a reduction shall be the normal teacher attrition.

- 13.5 If additional reductions are required, then the Board shall ask for persons to take a voluntary lay-off.
- 13.6 If additional lay-offs are required, lay-offs shall be based upon professional evaluations within the teaching assignment/RIF area. . With evaluations being equal, lay-offs will be based on seniority in the Farmington System and teaching assignment/RIF area with the most recently hired being the first laid off.
- 13.7 A person laid-off under the provisions of this article shall be given strong consideration for recall based on their qualifications.
- 13.8 The personnel file of a member laid-off under the provisions of this article shall so indicate that such was the reason for the lay-off and this information shall be communicated to any prospective employer who may contact the District for information and/or recommendations for potential employment of the teacher.

#### **Article XIV – Vacancies**

- 14.1 The Superintendent shall determine when a vacancy exists and notice of such vacancies will be mailed *and/or e-mailed* to the Association President in a reasonable and timely manner. If such vacancy occurs within the normal school year, notice of the vacancy will be posted in the teachers’ room by the Association and in the principal’s office by the District.
- 14.2 Employees desiring to be considered for a vacant position will make application for such position within five (5) days of the posting of a vacancy.
- 14.3 Employees who desire a change of assignment, or who desire to transfer to another building may file a written statement with their building principal. Such statement will include the position desired and the schools to which the employee desires to transfer, if applicable.
- 14.4 Strong consideration will be given to persons currently employed in the District if they are qualified to fill such a vacancy. Applicants will be notified in writing of the Administrator’s decision in a timely manner.

#### **Article XV – Amending of Agreement**

- 15.1 This agreement may be amended in writing at any time by mutual consent of the Board and the Association.

#### **Article XVI – Savings Clause**

- 16.1 If any provision of this agreement is or shall at any time be contrary to State or Federal law, State Board of Education policy, rules or regulations or contractual agreements not to exclude the individual teacher contract, then such provision shall be deemed invalid and all remaining provisions will continue in full force and effect.

#### **Article XVII – Duration**

- 17.1 This agreement shall become effective at 12:01 AM on the first contract day of the **2008-2009** school year and shall remain in effect for three years (**2008-2009, 2009-2010, 2010-2011**) using the appropriate salary schedule for each year of the contract. .

Appendix C – Extracurricular Salary Schedule is adopted for three years.

- 17.2 Negotiations for a successor agreement will be in accordance with the provisions of RSA 273-A.
- 17.3 The Board agrees to provide the Public Employee Labor Relations Board (PELRB) with a copy of this Agreement within Fourteen (14) days of its execution in accordance with PUB 207.03(b).

**Appendix A**  
**For the 2008-2011 School Years**

The base salary (the salary of a first year teacher with a Bachelor's Degree and no experience) for the school year **2008-2009** shall be **\$29,243.00**. Additional steps shall be paid as per the attached salary schedule.

Longevity:

A member of the bargaining unit who has been in the Farmington School System for more than six (6) years but less than fifteen (15) years shall be paid an additional amount of five hundred (\$500) dollars more than a teacher of like experience and degree. A member of the bargaining unit who has been in the Farmington School System for more than fourteen (14) years shall be paid an additional amount of one thousand (\$1,000) dollars more than a teacher of like experience and degree.

***A person on step 1 or 2 in 2007-2008 will move to step 1 in 2008-2009. A person on steps 3-14 in 2007-2008 will move to step X-2 in 2008-2009, where X is the employee's 2007-2008 step. A person on step 15 in 2007-2008 will move to step 12 in 2008-2009.*** A person on Step X in the **08-09** school year will move to Step X+1, and X+2 in the respective years of this agreement on the appropriate salary schedule.

<b>Step</b>	<b>2008-2009</b>	<b>Salary</b>	<b>Schedule</b>	
	<b>BA</b>	<b>BA +15</b>	<b>BA+40/MA</b>	<b>Ma + 30</b>
<b>1</b>	<b>29,243</b>	<b>29,768</b>	<b>30,293</b>	<b>30,818</b>
<b>2</b>	<b>30,608</b>	<b>31,133</b>	<b>31,658</b>	<b>32,183</b>
<b>3</b>	<b>31,973</b>	<b>32,498</b>	<b>33,023</b>	<b>33,548</b>
<b>4</b>	<b>33,338</b>	<b>33,863</b>	<b>34,388</b>	<b>34,913</b>
<b>5</b>	<b>34,776</b>	<b>35,301</b>	<b>35,826</b>	<b>36,351</b>
<b>6</b>	<b>36,068</b>	<b>36,593</b>	<b>37,118</b>	<b>37,643</b>
<b>7</b>	<b>37,433</b>	<b>37,958</b>	<b>38,483</b>	<b>39,008</b>
<b>8</b>	<b>38,798</b>	<b>39,323</b>	<b>39,848</b>	<b>40,373</b>
<b>9</b>	<b>40,215</b>	<b>40,740</b>	<b>41,265</b>	<b>41,790</b>
<b>10</b>	<b>41,580</b>	<b>42,105</b>	<b>42,630</b>	<b>43,155</b>
<b>11</b>	<b>42,945</b>	<b>43,470</b>	<b>43,995</b>	<b>43,520</b>
<b>12</b>	<b>49,560</b>	<b>50,085</b>	<b>50,610</b>	<b>51,135</b>

Longevity is not included in these figures.

<b>Step</b>	<b>2009-2010</b>	<b>Salary</b>	<b>Schedule</b>	
	<b>BA</b>	<b>BA+15</b>	<b>BA+40/MA</b>	<b>MA+30</b>
<b>1</b>	<b>30,412</b>	<b>30,958</b>	<b>31,504</b>	<b>32,050</b>
<b>2</b>	<b>31,832</b>	<b>32,378</b>	<b>32,924</b>	<b>33,470</b>
<b>3</b>	<b>33,251</b>	<b>33,797</b>	<b>34,343</b>	<b>34,889</b>
<b>4</b>	<b>34,671</b>	<b>35,217</b>	<b>35,763</b>	<b>36,309</b>
<b>5</b>	<b>36,167</b>	<b>36,713</b>	<b>37,259</b>	<b>37,805</b>
<b>6</b>	<b>37,510</b>	<b>38,056</b>	<b>38,602</b>	<b>39,148</b>
<b>7</b>	<b>38,930</b>	<b>39,476</b>	<b>40,022</b>	<b>40,568</b>
<b>8</b>	<b>40,349</b>	<b>40,895</b>	<b>41,441</b>	<b>41,987</b>
<b>9</b>	<b>41,824</b>	<b>42,370</b>	<b>42,916</b>	<b>43,462</b>
<b>10</b>	<b>43,243</b>	<b>43,789</b>	<b>44,335</b>	<b>44,881</b>
<b>11</b>	<b>44,663</b>	<b>45,209</b>	<b>45,755</b>	<b>46,301</b>
<b>12</b>	<b>51,542</b>	<b>52,088</b>	<b>52,634</b>	<b>53,180</b>

**Longevity is not included in these figures.**

<b>Step</b>	<b>2010-2011</b>	<b>Salary</b>	<b>Schedule</b>	
	<b>BA</b>	<b>BA+15</b>	<b>BA+40/MA</b>	<b>MA+30</b>
<b>1</b>	<b>31,629</b>	<b>32,197</b>	<b>32,764</b>	<b>33,332</b>
<b>2</b>	<b>33,105</b>	<b>33,673</b>	<b>34,241</b>	<b>34,809</b>
<b>3</b>	<b>34,581</b>	<b>35,149</b>	<b>35,717</b>	<b>36,285</b>
<b>4</b>	<b>36,058</b>	<b>36,626</b>	<b>37,194</b>	<b>37,761</b>
<b>5</b>	<b>37,614</b>	<b>36,182</b>	<b>38,749</b>	<b>39,317</b>
<b>6</b>	<b>39,011</b>	<b>39,578</b>	<b>40,146</b>	<b>40,714</b>
<b>7</b>	<b>40,487</b>	<b>41,055</b>	<b>41,623</b>	<b>42,191</b>
<b>8</b>	<b>41,963</b>	<b>42,531</b>	<b>43,099</b>	<b>43,667</b>
<b>9</b>	<b>43,497</b>	<b>44,064</b>	<b>44,632</b>	<b>45,200</b>
<b>10</b>	<b>44,973</b>	<b>45,541</b>	<b>46,109</b>	<b>46,676</b>
<b>11</b>	<b>46,449</b>	<b>47,017</b>	<b>47,585</b>	<b>48,153</b>
<b>12</b>	<b>53,604</b>	<b>54,172</b>	<b>54,740</b>	<b>55,308</b>

Longevity is not included in these figures.

**Appendix B  
Stipend Schedule  
2008-2009**

The Extracurricular Salary Schedule is adopted for three years, stipends to be adjusted by 5%, 4%, and 3% each respective year of the contract.

\*

<b>POSITION</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
<b>Athletic Schedule</b>			
<i>Director of Athletics</i>	\$ 3,279.00	\$ 3,410.00	\$ 3,546.00
<i>Asst. Dir. Of Athletics (HW)</i>	\$ 589.00	\$ 613.00	\$ 638.00
<i>Varsity Volleyball</i>	\$ 1,681.00	\$ 1,748.00	\$ 1,818.00
<i>JV Volleyball</i>	\$ 1,219.00	\$ 1,268.00	\$ 1,319.00
<i>Middle level Volleyball</i>	\$ 757.00	\$ 787.00	\$ 818.00
<i>Cross Country</i>	\$ 1,177.00	\$ 1,236.00	\$ 1,285.00
<i>Golf</i>	\$ 671.00	\$ 698.00	\$ 726.00
<i>Varsity Soccer</i>	\$ 1,681.00	\$ 1,748.00	\$ 1,818.00
<i>Middle level Soccer</i>	\$ 757.00	\$ 787.00	\$ 818.00
<i>Basketball: Boys Varsity</i>	\$ 2,523.00	\$ 2,624.00	\$ 2,729.00
<i>Girls Varsity</i>	\$ 2,523.00	\$ 2,624.00	\$ 2,729.00
<i>Boys JV</i>	\$ 1,681.00	\$ 1,748.00	\$ 1,818.00
<i>Girls JV</i>	\$ 1,681.00	\$ 1,748.00	\$ 1,818.00
<i>Boys Middle level</i>	\$ 1,010.00	\$ 1,050.00	\$ 1,092.00
<i>Girls Middle level</i>	\$ 1,010.00	\$ 1,050.00	\$ 1,092.00
<i>Cheering: Fall Varsity</i>	\$ 462.00	\$ 480.00	\$ 499.00
<i>JV</i>	\$ 421.00	\$ 438.00	\$ 456.00
<i>Middle Level</i>	\$ 380.00	\$ 395.00	\$ 411.00
<i>Winter Varsity</i>	\$ 1,010.00	\$ 1,050.00	\$ 1,092.00
<i>JV</i>	\$ 630.00	\$ 655.00	\$ 681.00
<i>Middle Level</i>	\$ 589.00	\$ 613.00	\$ 638.00
<i>Baseball: Varsity</i>	\$ 1,513.00	\$ 1,574.00	\$ 1,637.00
<i>JV</i>	\$ 757.00	\$ 787.00	\$ 818.00
<i>Middle Level</i>	\$ 757.00	\$ 787.00	\$ 818.00
<i>Softball: Varsity</i>	\$ 1,513.00	\$ 1,574.00	\$ 1,637.00
<i>JV</i>	\$ 757.00	\$ 787.00	\$ 818.00
<i>Middle Level</i>	\$ 757.00	\$ 787.00	\$ 818.00
<i>Football</i>	\$ 2,063.00	\$ 2,146.00	\$ 2,232.00
<b>Academic Schedule</b>			
<i>Yearbook: High school</i>	\$ 1,092.00	\$ 1,136.00	\$ 1,181.00
<i>Middle Level</i>	\$ 503.00	\$ 523.00	\$ 544.00
<i>Ele. Level</i>	\$ 248.00	\$ 258.00	\$ 268.00
<i>Music (per production)</i>	\$ 380.00	\$ 395.00	\$ 411.00
<i>Drama (per production)</i>	\$ 589.00	\$ 613.00	\$ 638.00
<i>National Honor Society</i>	\$ 380.00	\$ 395.00	\$ 411.00
<i>Jr. National Honor Society</i>	\$ 380.00	\$ 395.00	\$ 411.00

<b>Class Advisory: Grades 9-11</b>	<b>\$ 380.00</b>	<b>\$ 395.00</b>	<b>\$ 411.00</b>
<b>Grade 12</b>	<b>\$ 589.00</b>	<b>\$ 513.00</b>	<b>\$ 638.00</b>
<b>Student Council: High School</b>	<b>\$ 421.00</b>	<b>\$ 438.00</b>	<b>\$ 456.00</b>
<b>Middle School</b>	<b>\$ 533.00</b>	<b>\$ 554.00</b>	<b>\$ 576.00</b>
<b>Ele.</b>	<b>\$ 355.00</b>	<b>\$ 369.00</b>	<b>\$ 384.00</b>
<b>Staff Development</b>	<b>\$ 421.00</b>	<b>\$ 438.00</b>	<b>\$ 456.00</b>
<b>PPT (non-spced teachers)</b>	<b>\$ 336.00</b>	<b>\$ 349.00</b>	<b>\$ 363.00</b>
<b>Club advisors (as authorized)</b>	<b>\$ 217.00</b>	<b>\$ 226.00</b>	<b>\$ 235.00</b>
<b>OM advisor</b>	<b>\$ 336.00</b>	<b>\$ 349.00</b>	<b>\$ 363.00</b>
<b>OM director</b>	<b>\$ 413.00</b>	<b>\$ 430.00</b>	<b>\$ 447.00</b>
<b>Department Chair</b>	<b>\$ 511.00</b>	<b>\$ 531.00</b>	<b>\$ 552.00</b>
<b>Right to Read Director</b>	<b>\$ 336.00</b>	<b>\$ 349.00</b>	<b>\$ 363.00</b>
<b>Special Education Stipend</b>	<b>\$ 421.00</b>	<b>\$ 438.00</b>	<b>\$ 456.00</b>
<b>Club Advisor (requiring transport)</b>	<b>\$ 438.00</b>	<b>\$ 456.00</b>	<b>\$ 474.00</b>

*\* The above stipend schedule was figured by using the 5%, 4%, and 4% increases approved in Appendix B of this agreement.*

**RATIFICATION**

This contract has been ratified in its entirety by the Farmington School Board and by the Farmington Teachers' Association and is, through the signatures below, hereby ratified and adopted on this, the \_\_\_\_ day of April, 2008.

\_\_\_\_\_  
Ken Dickie, Board Negotiator

\_\_\_\_\_  
Jacqueline Capello, FTA Negotiator

As witnessed by:

\_\_\_\_\_  
Michelle A. Langa, Superintendent of Schools

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