

Master Agreement

between

The Farmington School Board

and the

Farmington Education Support Professionals United, NEA-New Hampshire, NEA

July 1, 2021- June 30, 2024

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Article I Recognition

- 1.1 The Farmington School Board recognizes the Farmington Education Support Professionals United, NEA-New Hampshire, NEA as pursuant to RSA 273-A: (a) the exclusive representative of all Paraeducators for purposes of collective negotiations, and (b) having the right to represent employees in the settlement of grievances.
- 1.2 The Farmington Education Support Professionals United, NEA-NH, NEA, with respect to representation and negotiations, recognizes its obligation to represent equally all those persons who now or hereafter shall be employed as Paraeducators without regard to membership in the Association.

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 limitation, all powers, rights and authority vested in it 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 shall not be subjects for negotiation purposes and as defined and provided for in RSA 273-A: 1, XI.

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 Education Support Professionals United, NEA- New Hampshire, NEA.
- 3.3 The term "bargaining unit" shall mean 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 Education Support Professionals United 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 the positions of Assistant Principal, Principal, Director of Speech Services, Special Education Director, Title I Director, Assistant Superintendent and/or Superintendent.
- 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 term Paraeducator, employee, or member 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, and the Building Principals.
- 3.10 Whenever the singular is used in this agreement, it is to include the plural.
- 3.11 Whenever a pronoun is used, such pronouns shall apply equally to both male and female.
- 3.12 The term "personal leave" shall mean leave utilized for attending to personal matters that must be done during normal school hours.
- 3.13 The term "professional leave" shall mean leave for attending and/or participating in workshops, seminars, conferences, or other 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 Association representing that member who has filed a grievance, a group of members, or the entire membership collectively.
- 3.15 Full day Paraeducators: employee working 30 or more hours per week.
- 3.16 Part day Paraeducators: employee working fewer than 30 hours and at least 10 hours per week.

Article IV Fair Practices

- 4.1 Position in any summer, extra-curricular, evening, or federal program shall be filled by the determination of the Board. Strong consideration shall be given to persons currently employed in the District if they are qualified to fill the vacancy.
- 4.2 Upon entering initial or continued employment, each employee shall be offered an individual contract, which shall include a description of all regularly scheduled total work hours. Continuing employees shall receive individual contracts for the

succeeding school year by June 1, along with tentative building assignment and grade level placement for the succeeding school year. During the year, scheduled hours shall not be modified or reduced as a means to avoid the payment of overtime nor to reduce fringe benefits. This paragraph shall not limit the authority of the Administrative Team in respect to rights as described in paragraph 4.3 below.

- 4.3 The Superintendent and/or his designee has the right to request an employee to work additional hours on an "as needed" basis for the operation of the System. Such additional hours shall be granted to an employee who is deemed to be most qualified to complete the assignment. If more than one person is so qualified, requests shall be made to individuals on a rotating basis.
- 4.4 Except in cases of emergency, the Employee has the right to refuse such additional hours without interfering with his/her job security.
- 4.5 Time clocks/ digital time keeping. To document work hours, employees will be required to use time clocks/ digital time keeping provided by the district in each building. An accounting of hours worked will be included on the bi-weekly paycheck stub. Written signature is required if a manual adjustment is made to the card.

Article V Employee Rights/Association Privileges and Responsibilities

- 5.1 The Board agrees that it shall not interfere with the right of a Paraeducator to become a member of the Association and agrees that there shall be no discrimination against any employee because of membership in the Association.
- 5.2 The Association agrees that it shall not interfere with the right of an Employee not to become a member of the Association.
- 5.3 Building Principals shall permit placement of Association material and notices in each Paraeducator's mailbox and on teachers' room bulletin board. The President of the Association shall be responsible for the content of these materials and shall ensure that such material is professionally within the standards of good taste.
- 5.4 Outside of normal school hours, the Association shall have the right to use designated areas in the school for the Association business provided that there is no interference with scheduled school activities. The use of school facilities shall be arranged with the Building Principal in advance by the President of the Association or a designee.
- 5.5 When the District offers an employment agreement to a new Employee covered by this agreement, the District will provide the union president with the Employee's name, job title, job location and salary placement within five (5) working days of employment.

- 5.6 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, if available, and a copy of the public agenda for the upcoming meeting, if available, shall be sent by mail or e-mail to the President 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 members 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/her designee upon being hired by the district.

Article VII Working Conditions

- 7.1 The school year shall consist of 185 work days for Paraeducators exclusive of school days cancelled because of inclement weather or similar emergency. Remote days count as work days.
- 7.2 The workweek for full day para educators shall not go below 30 hours a week.
- 7.3 Paraeducators shall attend all staff/teacher meetings upon the request of the Building Principal.
- 7.4 All duties shall be assigned by Building Principals on an equitable basis, based on the building.
- 7.5 Barring an emergency, the district shall provide every Paraeducator with a duty free lunch period every day.
- 7.6 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 at least seven (7) days prior to a board decision.

7.7 Probationary Period

- 7.7.1 The first ninety (90) work days of employment shall be the probationary period.
- 7.7.2 The District may terminate a newly hired employee from employment within the probationary period. Terminations under this Article shall not be grievable.

7.8. Work Policy and Regulations

- 7.8.1 All Employees shall be required to report to work on time, shall not leave

the job early without prior permission, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

7.8.2 All Employees shall be provided with a copy of their job description. Prior to any changes being made to a job description, the Board, or its designee, shall meet and confer with the Association regarding the nature of such changes. Upon revision of a job description, the Employee shall be provided with an updated copy.

7.8.2.1 All job descriptions for positions covered by this contract will be provided to the FESPU president.

7.8.3 Each Employee shall be informed of their duties, responsibilities and reporting chain of command by mail or email no later than August 15th. If a change becomes necessary, verbal notification followed by written or electronic confirmation will be made as soon as reasonably possible. Subject to the provisions of Section 8.7, Paraeducators shall not be responsible for performing teacher responsibilities such as planning classes. Paraeducators shall not perform work during non-work hours unless directed to do so by a building principal in writing.

7.8.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.

7.8.4.1 If brought to the Superintendent, a meeting will be held within two working days.

7.8.5 One bargaining unit Paraeducator from each school, appointed by the Association, shall participate in the joint loss committee required under RSA 281- A:64.

7.8.6 Employees' normal work hours shall be specified on each employee's individual memorandum of agreement. Employees' normal work hours may be subject to change by the District with up to ten (10) working days' notice.

7.8.7 If there are any Paraeducator positions that require more than the regular scheduled work hours for Paraeducators, it will be offered to a currently employed Paraeducator who has the necessary qualifications for that position, by seniority.

7.9 Personnel Files

7.9.1 Employees have the right, upon request, to review and copy the contents of personnel files. An employee shall be entitled to have a representative of the union, and/or a representative of their choice, to accompany them

during review.

- 7.9.2** A minor infraction that does not result in an improvement plan will not be placed in a personnel file.

Article VIII Compensation

- 8.1** Wages shall be paid in accordance with the schedule in Appendix A of this agreement.
- 8.2** Those Employees employed at least ninety-three (93) days during the previous year shall advance one step on the wage schedule on July 1 each year, provided the Employee receives a satisfactory evaluation.
- 8.3** An experienced Employee entering the Farmington School System will receive the equivalent pay of a like experienced Paraeducator in the Farmington School District. Example: a para from another district, a person from a state licensed day care center or a substitute teacher; the Superintendent has final authority over recommendations to the School Board regarding hiring.
- 8.4** The wages of employees shall have the option of being paid in twenty-six (26) payments per year where their anticipated wages are divided equally with one reconciliation payment or in twenty-two (22) payments per year based upon those hours worked or credited for the previous two weeks. The employee must notify the District before the employee performs any services for the school year in question. If an employee does not submit an election, the employee will be paid in twenty-two (22) payments. The exception to the above shall be at the end of the school year when employees shall be paid within one week of the last day of their employment for the current year.
- 8.5** Upon written application from an Employee, 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 between July 1 and September 10. The Superintendent of Schools shall send a notice of termination of Association dues of an individual member to the 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.
- 8.5.1** Except for the authorization of union dues withholding, which may occur at any time, the enrollment period for Article 8.5 shall be during the month of September of each school year or within one month (30 calendar days) of an Employee's initial employment.
- 8.5.2** All authorized deductions shall be paid as soon as possible or when billed. Upon termination of employment, the remaining Association dues will be withheld from the final paycheck of the Employee.

- 8.5.3** Association dues shall be paid to the Treasurer of the Association within one week of the day that paychecks are issued from which the dues were deducted.
- 8.6** If a Paraeducator is hired as a substitute for a teacher or a specialist, then that Paraeducator shall be paid an additional \$8.00/hr for the time they perform substitute duties. The Paraeducator may refuse a request to substitute. Eligibility for substitute pay under this section is subject to the written approval by a member of school district administration.
- 8.7** Non-certified Paraeducators will stay on their present step until such time as they become certified. Upon certification, the Paraeducator will move up one step the following contract year. Newly hired Paraeducators must apply for certification in order to advance and as a condition of employment for the following school year.
- 8.8 Longevity**
- 8.8.1** Paraeducators who have been employed for more than seven (7) consecutive years in Farmington School District shall receive a longevity payment of one thousand dollars (\$1,000.00).
- 8.8.2** Those employed more than fifteen (15) consecutive years shall receive a longevity payment of one thousand five hundred dollars (\$1,500.00).
- 8.8.3** The longevity stipend will be paid in two equal payments on or before December 1 and June 1 of the contract year.
- 8.8.4** A break in service due to a reduction in force shall not constitute an interruption of consecutive years of employment. Steps shall be assigned based on actual years of experience, annually
- 8.8.5** Per Fair Labor Standards Practices, entitlement to overtime premiums on longevity for each contract year will be determined as of December 31st and paid by January 31th for the first half, and determined by May 31st and paid by June 30th for the second half of the contract.
- 8.9** Paraeducators will be paid up to 2 hours at their hourly rate for working during after school events they are requested to attend by administration (i.e. open house, science fair, curriculum nights, etc.).
- 8.10 Multiple Stipends**
- 8.10.1** When possible, Paraeducators should not be allowed on multiple committees.
- 8.10.2** Available stipend positions shall be posted in teachers' rooms 5 days prior to public posting as well as emailed to the membership to see who is interested.
- 8.10.3** Consideration should be given to all Paraeducators.

8.10.4 Sufficient time should be given to submit interest in each committee. (See 8.10.2).

8.11 Wage Differentials

8.11.1 Some paraeducators will be assigned to students who present more physically challenging needs; these assignments will be determined by the Director of Student Services. If assigned, the paraeducator will receive a differential of \$.40/hr., for the duration of the assignment.

8.11.2 Those paraeducators who hold Registered Behavior Technician (RBT) certification and who are assigned to students with more physically challenging needs by the Director of Student Services will receive an additional differential of \$.40/hr for the duration of the assignment.

8.11.3 Paraeducators who are assigned as Para Mentors for their buildings will receive an hourly differential of \$0.40/hr. for the duration of their assignment. There will be 1 (one) para mentor per school building as needed (VVCS, HWMS, FHS).

Article IX Fringe Benefits

9.1 All bargaining unit Paraeducators regularly scheduled to work thirty (30) or more hours per week, the District will offer the Yellow Plan Coverage and the District agrees to pay 80% of the premium cost of a single plan corresponding to School Care Yellow Plan Coverage. The employee will pay 20% of the premium of the single plan. 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 If a bargaining unit member is entitled to health plan coverage as outlined in Article 9.1 but elects not to receive said benefits, and provided that said member swears and affirms that they have (an) alternate health insurance coverage and (b) said coverage is not subsidized under the federal Affordable Care Act, then that member may elect one of the following two options:
Option 1 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 Dental, Plan II Coverage A and B.
Option 2 \$1500 in the form of four (4) \$375 payments as a "buy-back". Reimbursement shall be made on a quarterly basis.

9.3 Paid Holidays. A member shall receive the following paid holidays: Labor Day, Columbus Day (Indigenous People's Day), Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King/Civil Rights Day, Memorial Day, Fast Day and any other holiday observed by the Farmington School District in its calendar. The first Monday of February

vacation may be observed in lieu of Presidents' Day. The first Monday of April vacation may be observed in lieu of Fast Day.

- 9.4** An employee's weekly pay will not be reduced due to any unscheduled loss in time beyond the control of the member. This article does not apply to full work days cancelled due to snow or other emergency.
- 9.5** **Child restraints.** Paraprofessionals may be required to become certified in child restraints at District expense. Employees not certified in child restraint shall not be required to physically restrain students. If an employee is physically unable to restrain children, as certified in writing by a physician, the District will not require the employee to restrain students, but training for documentation will still occur.
- 9.6** **Professional Development**
- 9.6.1** The District agrees to reimburse Paraeducators up to \$250.00 per workshop for the two (2) professional days referenced in Article 10.1.4. After a request to attend a workshop has been entered into the approval process, the Paraeducator must be informed of a decision on whether or not they can attend within two weeks of the submission date. The District will pay for the workshop in advance provided the Paraeducator provides at least two weeks' advance notice to their supervisor. If the District pays in advance for a workshop, the Paraeducator must, within two weeks of completing the workshop, provide proof that they completed the workshop unless the employee could not attend due to sickness or a personal emergency. If no such proof of attendance, illness, or personal emergency is provided within two weeks of completing the workshop, the District may deduct the workshop cost from the Paraeducator's paycheck. Requests for reimbursement must include a receipt and evidence that the Paraeducator attended the workshop; and must be submitted within thirty (30) days of the event. Paraeducators shall be reimbursed within thirty (30) days from the date of submission of the request for reimbursement. All mileage costs associated with workshops and other approved meetings will be at the IRS standard mileage rate.
- 9.6.2** For Employees who do not receive reimbursement for attending one or more workshops, the district will reimburse up to \$500.00 toward the cost of a course at an accredited college, university, or professional training school. 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 cancelled check. For courses that are graded on a "pass-fail" basis, a grade of "pass" will satisfy this requirement.
- 9.6.3** The District shall schedule and make available professional development activities for Paraeducators during teacher workshop days. The professional development activities shall be consistent with the school district's professional development plan. Paraeducators shall provide input in the

selection of scheduling of said activities.

- 9.6.4** Each Paraeducator shall attend full calendar scheduled District workshops, regardless of their scheduled hours, at their individual hourly rate of pay for the duration of the workshop.
- 9.7** All stipends paid to Paraeducators for extracurricular or co-curricular appointments shall be equitable to those paid to full time teachers when the Paraeducator is performing the same duties.
- 9.8** Employees absent as a result of a work-related injury may supplement workers compensation benefits with their own accrued sick leave. In no event shall an Employee receive more than 100% of their regular pay while receiving workers compensation. Employees are prohibited from supplementing their workers compensation benefits beyond the exhaustion of their accrued sick leave.

Article X Leave

- 10.1** Employees will be entitled to temporary leaves of absence from school with full pay each year as follows:
 - 10.1.1** Sick leave will be granted at the rate of ten (10) days per year cumulative to 60 days. Employees must call their supervisor or designee before 6:30am on the day of the illness (or the evening before) and may be required to present a doctor's note for three (3) consecutive days of absence.
 - 10.1.2** Paraeducators with more than sixty (60) days of total accumulated sick leave shall be reimbursed at a rate of thirty percent (30%) of the Paraeducator's normal daily rate of pay for each day in excess of sixty days. Payment shall be made in the first payroll in July.
 - 10.1.3** The Board shall notify each member in writing of the total accumulated sick days. Said notification shall be given by September 15 of each year. Paraeducators have the option to donate sick days to establish and maintain a sick bank to be used for catastrophic illness or injury. The rate will be determined by dividing the dollar amount by the number of days donated to the bank. Payment will not be at a higher rate than the receiving person is earning.
 - 10.1.4** Unit members may take up to two (2) non-accumulative days to attend workshops and/or conferences. The member will seek prior approval of the Superintendent or his designee to attend such workshops.
 - 10.1.5** Jury Duty: An Employee who is called for jury duty shall be excused from duties for the time involved in said service and will receive his/her full wage, less any court reimbursement. These days will not be deducted from any other leave.

- 10.1.6** Employees are granted three days of personal leave. If this leave remains unused, it will not carry over to the following year.
- 10.1.7** Upon leaving the District after (10) years of employment, employees shall be paid for unused sick days at 15% of the employees' final daily rate. Upon leaving the district after twenty (20) years of employment employees shall be paid for unused sick days at 20% of the employees' final daily rate.
- 10.2** If an Employee is requested by the Superintendent to attend a function on behalf of the Board, District, or School Administrative Unit, the member will not suffer a loss of pay. All fees and mileage costs will be paid by the School District or the School Administrative Unit at current rates in Article 9.5
- 10.3** 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.
- 10.4** Upon the death of a member of the immediate family (spouse, parent, in-laws, sibling, grandparent, or child) Paraeducators shall be granted up to five (5) paid bereavement days upon requests. Bereavement leave for other than members of the immediate family may be granted upon request solely at the discretion of the Superintendent of Schools. The use of such days shall have no impact on other accumulated leave.

Article XI Evaluations

- 11.1** All observations and evaluations will be made by the Employee's supervisors and shall be conducted openly and with full knowledge of the member. The Employee will be given prior notice regarding the time and place of the evaluation. At the time of the notification, the Employee will also receive a blank evaluation form for the purpose of completing a self-evaluation. The Employee will be given a copy of any evaluation report before meeting with her/his supervisors and be allowed to append any remarks to the report. All such remarks will be included with the report when placed in the Employee's file.
- 11.2** All Paraeducator's evaluations shall be completed and issued to the employee on an annual basis by May 15.
- 11.3** The self-evaluation will not be added to the Employee's personnel file, but should be brought to the evaluation meeting for discussion purposes. Additionally, any employee may bring other items for discussion purposes such as a portfolio or materials identifying accomplishments.
- 11.4** Completed evaluations shall be provided to Paraeducators in sealed envelopes.
- 11.5** Material derogatory to member's conduct, services, character or personality will not be placed in the Paraeducator's file until a copy of the material has been presented to the member in the presence of their supervisor and one other Assistant Principal,

Principal, or Assistant Superintendent. The Paraeducator will have the right to submit a written answer to the Superintendent who will review and attach same to the file copy.

- 11.6 A Paraeducator's signature acknowledging receipt of any material referred to in Article 11.1 or 11.5 shall, in no way, be construed to constitute agreement with such material.

Article XII Grievance Procedures

- 12.1 A grievance is an alleged violation, misinterpretation or mis-application, with respect to one or more members, of any provisions of this agreement.

- 12.2 All time limits specified in this article shall mean school days and are maximum unless extended by mutual agreement.

12.3 General provisions:

- 12.3.1 The grievant must be present at all conferences and meetings pertaining to their 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 paperwork dealing with a grievance shall be filed separately from any personnel file.

- 12.3.4 Before beginning the grievance procedure the member(s) shall discuss the problem with the Building Principal and/or other individual (s) concerned in an effort to resolve the conflict.

12.3.4.1 Building level issues go to the principal; district level issues go to the Student Services Director.

- 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 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 was filed. The Building Principal's decision shall be communicated to both the aggrieved and the Association.

12.4.2 Step 2: If a grievance remains unsolved after Step 1, the aggrieved and, if requested in writing by the aggrieved, the Association, may, within ten (10) days present the grievance in writing to the Superintendent. The Superintendent shall schedule a meeting within ten (10) days. Within ten days after said meeting, the Superintendent will communicate the decision to the aggrieved and the Association.

12.4.3 Step 3: If the grievance remains unsolved after Step 2, the aggrieved, and if requested in writing by the aggrieved, the Association may, within ten (10) days present the grievance to the School Board. Within ten days after the 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 days after said meeting, the Chairman of the Board shall communicate the Board's decision in writing to the aggrieved and the Association.

12.4.4 Step 4: If a grievance remains unresolved after Step 3, the Association may within thirty (30) 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 which requires the Board to expend more than seven hundred and fifty dollars (\$750) 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 that the arbitrator shall be prohibited from modifying or adding to this agreement.

Article XIII Vacancies

13.1 The Superintendent shall determine when a vacancy exists and notice of such vacancies will be sent to the Association President when they are posted. All vacancies shall be posted for a minimum of seven (7) calendar days before being

filled. If such a vacancy occurs within the normal school year, notice of the vacancy will be posted where it will be available to the employees. For Paraeducators, the place of notice will be the teachers' room and the main office of each school.

- 13.2** 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.
- 13.3** Employees who desire a change of assignment, or who desire to transfer to another building may file a written statement with the Student Services Director. The assignment will be made based on qualification of the individual and best interest of the student.

Such statement will include the position desired and the school(s) to which the employee desires to transfer, if applicable.

- 13.4** Currently employed Employees shall have preferences in filling vacancies if they are qualified to fill such a vacancy and if in the opinion of the Superintendent such an action is in the best interest of the District.

Article XIV Reduction in Force

- 14.1** Notification of intended layoffs shall be given with at least two (2) weeks' notice.
- 14.2** A Paraeducator shall have a right to an explanation for the layoff by the Superintendent or his designee. The personnel file of the employee laid off for economic reasons (including decrease in enrollment) shall indicate that such was the reason for the layoff.
- 14.3** Decisions regarding order of layoff and recall shall be based on seniority within job classification within this agreement.
- 14.4** Recall rights are extended to past employees for a two-year period from date of layoff. Paraeducators must maintain current and up to date contact information with the SAU office in order to maintain recall rights. Failure to maintain such contact information will result in forfeiture of recall rights.

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 Paraeducator contract, then such provisions shall be deemed invalid and all remaining provisions will continue in

full force.

Article XVII Duration

- 17.1 This agreement shall be effective as of 12:00 A.M. on July 1, 2021 and remain in effect until 11:59 P.M. June 30, 2024.
- 17.2 The Board agrees to provide the Public Employee Labor Relations Board (PELRB) with a copy of this Agreement within 14 days of its execution in accordance with PUB 207.03 (b).

Farmington Education Support
Professionals United

Farmington School Board

Lisa Abbott 3-15-2021
President Date

[Signature] 3/15/2021
Chairperson Date

APPENDIX A

Years Previous Experience	Step	2021-2022	2022-2023	2023-2024
0	0	11.85	12.94	13.20
1	1	12.23	13.06	13.32
2	2	12.62	13.38	13.65
3	3	13.00	13.68	13.95
4	4	13.33	13.95	14.23
5	5	13.70	14.06	14.34
6	6	14.09	14.30	14.59
7	7	14.30	14.58	14.87
8	8	14.79	15.11	15.41
9	9	15.17	15.56	15.87
10	10	15.56	16.08	16.40
11	11	16.32	17.52	17.87
12	12	17.09	18.08	18.44
13	13	17.85	18.62	18.99
14	14	18.62	19.09	19.47



**Farmington Educational Support
Professionals United (FESPU)
and
Farmington School Board**

**Memorandum of Understanding
Vision Care Plan**

Whereas the Farmington School District desires to offer a vision plan to the Farmington Educational Support Professionals United;

Whereas insurance is a mandatory subject of bargaining;

The parties hereby agree as follows.

1. The Farmington School District may offer to the employees of the Farmington Educational Support Professionals United bargaining unit the School Care Vision Plan.
2. The employee shall be responsible for 100% of the vision care premium.
3. The Farmington School District reserves the right to discontinue the benefit in subsequent fiscal years due to low member participation or increased administrative costs to the district unless it has been otherwise negotiated in a successor collective bargaining agreement.

Signed: _____
Farmington School Board

Signed: Lisa Abbott 4-9-2021
Farmington Educational Support Professionals United
(FESPU)



**Farmington Educational Support
Professionals United (FESPU)
and
Farmington School Board**

Memorandum of Understanding

Summer Pay Scale for Paraprofessionals

Whereas the Farmington School District desires to offer an increase in pay for summer programming to the Farmington Educational Support Professionals United;

Whereas compensation is a mandatory subject of bargaining;

The parties hereby agree as follows.

1. The Farmington School District will pay summer program employees who are members of this bargaining unit, whether grant-funded or district-funded, at 1.5 times the calculated hourly contract rate.
2. All calculated hourly rates will be based on SY 22 steps.
3. This agreement will be for all certified/credentialed positions covered by the CBA between the Farmington School Board and the Farmington Educational Support Professionals United.
4. Instructional time will be five (5) hours daily (8am-1pm).
5. All hours will be documented by timecard per grant requirements.
6. This agreement is for the summer programming period of July 12-30, 2021 and will expire on July 31, 2021.

Signed: 

Farmington School Board

Signed: 

Farmington Educational Support Professionals United

**Farmington Educational Support
Professionals United (FESPU)**

And

Farmington School Board

Memorandum of Understanding

Whereas the Farmington School District, because of the change to a new TimeClock Plus (TPC) system, desires to change accruals from days to hours.

- 4.5 Time clocks/ digital time keeping. To document work hours, employees will be required to use time clocks/ digital time keeping provided by the district in each building. An accounting of hours worked will be included on the bi-weekly paycheck stub. Written signature is required if a manual adjustment is made to the card.

Article X Leave

- 10.1 Employees will be entitled to temporary leaves of absence from school with full pay each year as follows:

10.1.1 Sick leave will be granted at the rate of ~~ten (10) days~~ **65 hours** per year cumulative to ~~60 days~~ **390 hours**. Employees must call their supervisor or designee before 6:30am on the day of the illness (or the evening before) and may be required to present a doctor's note for three (3) consecutive days of absence.

10.1.2 Paraeducators with more than ~~sixty (60) days~~ **390 hours** of total accumulated sick leave shall be reimbursed at a rate of thirty percent (30%) of the Paraeducator's normal daily rate of pay for each ~~day~~ **hour** in excess of ~~sixty days~~ **390 hours**. Payment shall be made in the first payroll in July.

10.1.3 The Board shall notify each member in writing of the total accumulated sick ~~days~~ **hours**. Said notification shall be given by September 15 of each year. Paraeducators have the option to donate sick ~~days~~ **hours** to establish and maintain a sick bank to be used for catastrophic illness or injury. The rate will be determined by dividing the dollar amount by the number of ~~days~~ **hours** donated to the bank. Payment will not be at a higher rate than the receiving person is earning.

10.1.4 Unit members may take up to ~~two (2)~~ 13 non-accumulative days hours to attend workshops and/or conferences. The member will seek prior approval of the Superintendent or his designee to attend such workshops.

10.1.5 Jury Duty: An Employee who is called for jury duty shall be excused from duties for the time involved in said service and will receive his/her full wage, less any court reimbursement. These days hours will not be deducted from any other leave.

10.1.6 Employees are granted ~~three days~~ 19.5 hours of personal leave. If this leave remains unused, it will not carry over to the following year.

10.1.7 Upon leaving the District after (10) years of employment, employees shall be paid for unused sick days hours at 15% of the employees' final daily rate. Upon leaving the district after twenty (20) years of employment, employees shall be paid for unused sick days hours at 20% of the employees' final daily rate.


10.1.8 Time can be taken in increments of one (1) hour or portions of a day (1/4 day, 1/2 Day). Time in (on the job) must be a minimum of two (2) hours unless taking the full day off.

10.2 If an Employee is requested by the Superintendent to attend a function on behalf of the Board, District, or School Administrative Unit, the member will not suffer a loss of pay. All fees and mileage costs will be paid by the School District or the School Administrative Unit at current rates in Article 9.5

10.3 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.

10.4 Upon the death of a member of the immediate family (spouse, parent, in-laws, sibling, grandparent, or child) Paraeducators shall be granted up to ~~five (5)~~ 32.5 paid bereavement days hours upon requests. Bereavement leave for other than members of the immediate family may be granted upon request solely at the discretion of the Superintendent of Schools. The use of such days hours shall have no impact on other accumulated leave.

Signed: 
Farmington School Board

Signed:  4-19-22
Farmington Educational Support Professionals United

Signed:  4/19/22
Superintendent

FESPU Wage Adjustment Sidebar for SY 2023 and 2024

Step	New 22-23	New 23-24
0	\$ 14.00	\$ 14.25
1	\$ 14.12	\$ 14.37
2	\$ 14.44	\$ 14.69
3	\$ 14.74	\$ 14.99
4	\$ 15.01	\$ 15.26
5	\$ 15.12	\$ 15.37
6	\$ 15.36	\$ 15.61
7	\$ 15.64	\$ 15.89
8	\$ 16.17	\$ 16.42
9	\$ 16.62	\$ 16.87
10	\$ 17.14	\$ 17.39
11	\$ 18.58	\$ 18.83
12	\$ 19.14	\$ 19.39
13	\$ 19.68	\$ 19.93
14	\$ 20.15	\$ 20.40

Lisa Abbott

FESPU President: Lisa Abbott

Tim Brown

FSB Chair: Tim Brown

8-9-2022

Date

8/15/2022

Date

