

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FARMINGTON SCHOOL BOARD

AND

THE FARMINGTON TEACHERS'

ASSOCIATION

July 2023-2026

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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. Nurses
 - d. 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; approve nominations of personnel; approve 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. The Superintendent maintains the right to 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, Director of Pupil Services, Business Administrator, Director of Curriculum and Instruction and/or Title I 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 Farmington School District in those categories listed in Article 1.1 unless otherwise specified. “Member” refers to all covered by this agreement, and does not require FTA affiliation.
- 3.8.1 The term retired teacher for the purposes of this contract shall be a teacher who: (see 10.1.9)
- a. Has ten (10) or more years of service to the Farmington School District, and
 - b. Is eligible to receive retirement benefits from the New Hampshire Retirement System (NHRS), and actually retires from NHRS; or has been incapacitated due to a physician-certified disability caused by illness or injury, in which case October 1st notification requirement will be waived, and
 - c. Has notified the Board of his/her intent to retire, provided that non-revocable notice of departure is given in writing no later than October 1st of the final year of employment.
- 3.9 The term “administrative team” shall refer to the Superintendent, Building Principal, Assistant Principal, Business Administrator, Director of Student Services, Title I Director, Director of Curriculum and Instruction, 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. Wherever possible, sexist language will be avoided in this contract.
- 3.12 The term “personal leave” refers to discretionary days to be used by the employee.
- 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:
- 3.15 The term “day” shall mean school days exclusive of weekends, school vacations, snow days, and holidays.
- 3.16 The term “FTE” shall mean Full Time Equivalent. One FTE equals full time employment.

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, the President of the FTA shall be sent by mail or email a copy of the public agenda for the upcoming meeting, and shall receive a copy of any approved minutes within five days of approval.
- 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 Any member of the bargaining unit signing a contract for the ensuing year is expected to honor said contract; likewise, after signing, it is expected that the School Board will honor said contract as well.
- 4.4.1. The District will provide annual memoranda of agreements to continuing employees by May 1. Employees must return signed memoranda to the SAU within five school days after receipt. Any teacher who would like an extension must request it in writing within five school days of receiving the memorandum from the district. Extensions will be granted as mutually agreed between the employee and the Superintendent, but not later than May 31. If the signed memorandum is not returned within the approved timeframe, then the position will be assumed vacant.
- 4.4.2. The District will allow someone to resign without penalty until June 30 upon written request to the Board, stating the reason for resignation. Should a member of the bargaining unit request release from a signed contract after June 30, said request will be made in writing with four weeks' notice. The Board will accept resignations with mitigating circumstances (own or family medical condition, spouse/partner reassignment or deployment out of state, or other urgent requirement) as reviewed and approved by the Board. Without other supporting information, requests to resign to accept a higher-paying job will not be accepted as mitigating circumstances. Should no mitigating circumstances be presented, the staff member will be released from the contract upon business office receipt of a check equal to \$1,000 and reimbursement for medical and dental insurance premiums paid by the District on behalf of the employee between July 1 and the last date of employment, not to exceed \$4,000.

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. Within five days of a request for a meeting by any of the parties, the request will be addressed and a mutually accepted time scheduled for the meeting.
- 5.5 With permission from 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 electronically to all teachers currently employed (providing a paper copy on request), 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 For all members of the bargaining unit, the school year shall consist of 185 days (180 student days and five (5) additional 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. The District shall allow employees to use professional leave to complete mandatory trainings.
 - 7.1.1.1 For guidance counselors, an additional fifteen (15) workdays will be scheduled by their respective building principal and/or Superintendent. For school nurses, an additional three (3) workdays to be scheduled by their respective building principal and/or Superintendent.
 - 7.1.1.2 Classroom teachers will hold parent conferences twice annually, during time periods at least ten student days long chosen by the District and announced to employees before the first student day of the year. Teachers will document contact with parents. The District will pay the employee a stipend equal to the employee's per diem rate for each conference period, one in fall and one in spring, not to exceed 7.5 hours for each period. Classroom teachers includes all teachers who issue grades to students.
 - 7.1.2 Starting time will be 7:30 AM and closing time of the school day at 3:00 PM. The school day for professional staff shall consist of no more than seven (7) hours and thirty (30) minutes with the exception of monthly staff meetings which end at 4:00 PM.
 - a. In the event of an official emergency order, opening and closing time at each school may be required to change. No changes will be made without consultation between the Administration and the FTA. Hours will not exceed 7.5 hours per day.

- 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 to the Superintendent prior to its presentation to the School Board. The school calendar shall be adopted and published by May 30th 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 professionals, members of the bargaining unit are expected to devote to their work the time that is necessary to accomplish the tasks at hand. They are expected to be available before and/or 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 Members of the bargaining unit 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 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 for any member of the bargaining unit who is absent. (See 8.3)
- 7.7 The District will provide members of the bargaining unit with a 30-minute duty-free lunch period each day, in accord with RSA 275:30-2.
- 7.8 The normal teaching assignment for high school and middle level school teachers shall consist of four (4) periods of classroom instruction, one (1) period of RTI/enrichment supervision, 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. Study hall time can be made available according to student need.
- 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 dedicated staff break room will be available in each building, and every effort will be made to provide a space for private phone calls as needed.
- 7.12 Returning classroom teachers must be notified of their anticipated teaching assignment for the next school year by June 1st of the current year. In the event the administration needs to change a teaching assignment after June 1st, the returning teacher will be notified within two working days.
- 7.13 Subject to grant funding being received by the school district, teachers may be available and paid for one additional hour per week for collaboration and professional development, paid at each employees per diem hourly rate. The additional hour shall be scheduled for the same day each week. Any changes in the schedule shall be announced to employees at least two (2) weeks in advance of the change. Meetings scheduled under this section shall end no later than 4:00 p.m.
- 7.14 The parties understand that if an employee uses personal electronic devices such as personal computers, tablets, smartphones, etc. to perform work functions, the employer reserves the right to examine work-related content on the device. The District shall not examine the contents of an employee's personal electronic device not used to perform work functions.
- 7.15 Student Assaults/Damage to Personal Property/Safety
1. The District will be vigorous in its protection of all employees from threats and physical abuse. Any employee who is threatened with harm should notify their principal or superintendent immediately. The District will take steps at once to protect the employee's safety.
 2. The District shall reimburse an employee for the loss, damage, or destruction of clothing or personal property caused by a student while performing their work duties, up to \$200. Any employee who is eligible for reimbursement for loss pursuant to RSA 281-A:23 shall seek such reimbursement and refund any over-payment to the District.
 3. Any employee who suffers a serious emotional or physical hardship may request to take the remainder of the day off without loss of personal or sick leave, at the discretion of the District administration.

Article VIII – Compensation

- 8.1 Subject to the annual statutory re-nomination process, salaries shall be paid in accordance with *Appendix A* of this agreement for the appropriate year.
- 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. Days worked prior to July 1 will be at the previous year's per diem; days worked prior to the new school year will be paid at the new contract's per diem rate.

- 8.3 If a teacher covers a class in the role of substitute during the work day, he or she will be paid based upon the hourly equivalent of the certified substitute rate. Payment will be determined in accordance with the table below and upon submission of a time card signed by the building administrator.

FHS	HW	VV
Full day= 7.5 hours	Full day= 7.5 hours	Full day= 7.5 hours
One block=1.5 hours	One AC= 1 hour	One Prep= 1 hour
Advisory= ½ hour	Advisory= ½ hour	
	Divided class for the day	Divided class for the day
	Between 2 teachers= 3.75 hours	Between 2 teachers= 3.75 hours
	Between 3 teachers= 2.5 hours	Between 3 teachers= 2.5 hours

- 8.4 Extra-Curricular salaries greater or equal to five hundred (\$500.00) dollars shall be paid in two equal installments, one in the fall, and one in the spring. These two pay periods shall be selected and scheduled with input from the FTA, and in alignment with regular pay calendars. If an extra-curricular activity commences after the fall payment period has passed, the full amount of the co-curricular salary shall be paid with the spring extra-curricular payments.

Extra-curricular stipends under five-hundred (\$500.00) shall be paid in one installment. If the activity is concluded before the fall pay period, the stipend will be paid in the first pay period in December. If the activity continues past the December pay period, the stipend will be paid in the spring in the last May pay period.

8.5 Step Placement

8.5.1 An experienced professional entering the Farmington system will receive the equivalent salary of a like experienced professional in the Farmington system.

8.5.2 The District will provide bargaining unit census data to the FTA president by October 1 of each school year. The District will provide the Association a live document showing the name, work location, job title, salary schedule step, salary schedule track, and salary of new hires as they are issued a contract.

8.5.3 Professionals who have taught at least half the number of student days shall receive credit for a full year of experience. (moved from 8.5)

8.5.4 Teachers who are assigned less than 1 FTE will be placed according to the sum of their partial FTEs.

8.6 Effective July 1, 2021: 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. *Members of the bargaining unit shall inform the SAU at the time the "Non-Qualified Deferred Compensation (Sec. 409-A) Election Form" is signed as to which option is being selected (See Appendix C). If the employee fails to choose either twenty-two (22) or twenty-six (26) installments, the employee shall be paid in twenty-two (22) installments.* 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 pay period of the school year. Members of the bargaining unit must notify the business office in writing on or before May 20 if their choice of summer payment has changed since contracts were signed.

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, 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 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 but greater than .5 FTE, then the person employed in that position shall have the salary and fringe benefits pro-rated based upon the member's FTE.

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 the 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.

8.9 A member of the bargaining unit who has completed five years' service to the school district will receive a longevity stipend of \$500 in the sixth through tenth years annually. Upon the completion of ten years' service, the member will receive \$1000 in the eleventh through the fifteenth year annually. Upon the completion of fifteen years' service to the district, the member will receive \$1500 annually in the sixteenth through the twentieth year. Upon the completion of twenty years' service to the district, the member will receive \$2000 annually in the twenty first year and beyond. The stipend will be paid in two equal payments the first pay period in December and the first pay period in June.

Article IX – Fringe Benefits

9.1 Insurance

9.1.1 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 bargaining unit member plan as follows:

For those who choose single, two-person, or family membership, the District will pay the following percentages of the corresponding premiums for the insurance plan for the duration of this contract:

Single	88.1%
Two person	82.3%
Family	74.0%
Buy back	Per School Board Policy (GHA-R)

9.1.2 If a bargaining unit member is entitled to health care coverage as outlined in Article 9.1 but elects not to receive said benefits and provided that said member swears and provides proof of coverage and that s/he has (a) alternate insurance coverage and (b) said coverage is not subsidized under the federal Affordable Care Act, then that buy back payment will be paid twice a year with co-curricular stipends.

9.1.3 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.

Employees who are enrolled in a medical insurance plan provided by the school district shall pay their share of the annual premium by payroll deduction in twenty-two (22) pay periods, as provided in Section 8.6, above.

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 4A.

9.3 Reimbursements for Staff Development Committee approved courses satisfactorily completed at accredited colleges, universities or professional training schools shall be as follows:

9.3.1 The dollar equivalent of six graduate credits at current instate UNH graduate tuition rates will be reimbursed to members taking approved coursework. Members will not be reimbursed more than the actual cost to the member for credits plus course-related fees for any course, and will be responsible for the difference if per credit rates are more for their chosen institution. In the event that the per-credit fees are less than UNH rates, the dollar balance will be available for application to additional coursework (beyond six credits) in that contract year. Because of budgetary constraints, the amounts cannot be held over from year to year.

If a member plans to take coursework in the coming contract year, notice shall be given to the district business office for budgetary planning purposes by October 15. If no notice is given, members

will be able to apply for course funding on a first-come, first-served basis as funds are available in the year.

Members anticipating a track change due to course completion for the next contract year should also contact the district business office by October 15 for budgetary planning purposes; otherwise, will not be honored until the next year.

9.3.2 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 15th 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 15th 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 1st 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 1st 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 and the business office in advance that he will be instructing the university or college to bill the District directly.

9.3.3 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.

9.3.4 Failure to satisfy Article 9.3.3 will require reimbursement to the District of any prepayments within 60 days or prior to leaving the District, whichever comes first.

9.4 Professionals are encouraged to attend workshops and other related programs that will be beneficial to their assignments. Members wishing to attend such workshops or other related programs shall submit their request for attendance in writing to the building principal for approval or disapproval no later than three (3) weeks 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:

9.4.1 Each member requesting assistance of less than \$300 will submit the request to the building principal at least three (3) weeks prior to the date of the event. The building principal will approve or disapprove the request for assistance.

9.4.2 Each member requesting assistance in excess of \$300 will submit the request to the building principal in 3 weeks' time in order to allow the principal to seek Superintendent approval and notification to the Chairman of the Farmington School Board, prior to attendance.

9.4.3 If a teacher is seeking reimbursement, a copy of a receipt of payment and a certificate must be submitted within 30 days of attending.

9.4.4 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.

- 9.5 Members of the bargaining unit 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.
- 9.6 The School Board may entertain petitions from members for dependents to attend the Farmington School System in accordance with board policy regarding non-resident tuition.
- 9.7 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. The District agrees to modify the terms of the current flexible savings accounts (FSA) requires under the CBA to allow for a \$500 annual rollover in accordance with federal law.
- 9.8 Employees seeking reimbursement for expenses shall submit receipts and documents within 30 days of purchase or incurred expenses. Reimbursement for approved employee expenses shall occur no later than thirty (30) days from the date such a request is made, provided all necessary paperwork is submitted to the SAU business office at the time of the request.

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 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 6:30 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 Members will be notified in writing of their accumulated sick days at a minimum of two times a 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 the Sick Bank Committee. This committee will

consist of two building level administrators and three members-from the Farmington Teachers' Association (all coming from buildings different than that of the applicant). The name of the applicant will be shared with the president of the Union to make sure that the applicant is covered under the CBA. If the applicant has exhausted their sick days, they may request up to 5 days at a time. If more than 5 days are needed the committee will reconvene to review the request. The Sick Bank Committee will determine if these sick days should be awarded. In the event of a deadlock, 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.

- 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 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 designee.
- 10.1.7 Personal days are not to be used before or after a holiday or vacation without prior superintendent approval.
- 10.1.8 In the event of extenuating circumstances, additional unpaid leave will be considered on a special request basis and granted by the Superintendent at his/her 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.
- 10.1.9 The Farmington School System agrees to "buy-back" accumulated sick days up to a maximum of seventy five (75) days at a rate of 20% of the member's per diem rate from any member of the bargaining unit who leaves employment with a minimum of ten (10) consecutive years of service to the system, or upon retirement (*as defined in 3.8.1*).

Upon retirement, this rate increases to 50% of the member's per diem rate, provided that the member notifies the School Board in writing of his/her intent to retire by October 1st of the final school year of employment. Retirement severance payment shall be made on the first regular payroll of July, following the member's final day of employment in the district.

- 10.2 Upon the death of a member of his/her family, a member of the bargaining unit 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.
- 10.6 A member with five (5) or more years of service to the District may make application to the Superintendent for a sabbatical 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 field of study or teaching assignment.
- 10.6.1 Such request must be made prior to April 15 of the school year prior to such a sabbatical.
- 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 sabbatical in any one year.
- 10.6.5 The Board, upon the recommendation of the Superintendent, may grant one (1) such sabbatical per year.
- 10.6.6 The member agrees to notify the Superintendent by April 15 of the next calendar year of his/her intent to return to the previous position. Failure to so notify the district shall be considered as an intent not to return and the district 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 beginning of the leave.
- 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 The position will not be guaranteed for the member's return longer than twelve (12) weeks after the date of the birth/adoption/placement of the child.
- 10.7.4 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 member wishes to apply for a full academic year's leave of absence due to hardship/medical circumstances, said notice must be made prior to August 1. If the request for leave is during the school year, the request will be for the duration of that school year only. 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 District 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 Director of Curriculum and Instruction or Director of Student Services/Special Education. The teacher will have the right to submit a written answer to the Superintendent, who will review and attach same to file copy within ten (10) days.
- 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.
- 11.4 Changes to the district evaluation system will not be made without feedback from the bargaining unit affected by the change.

Article XII—Disciplinary Procedures

- 12.1 No employee shall be disciplined (including written warnings, suspensions, discharges or other punitive measures) without just cause. The specific grounds forming the basis for disciplinary action will be provided to the employee in writing. The member has a right to respond in writing to the written disciplinary notice within ten (10) days for inclusion in his/her personnel file if no grievance is filed.
- 12.2 An employee shall be entitled to have present a representative of the Association during any meeting which the employee believes may lead to disciplinary action. If a timely request for such representation is made, no final disciplinary action shall be taken with respect to the employee until such representative of the Association is present.

Article XIII – Grievance Procedure

- 13.1 A grievance is an alleged violation, misinterpretation or misapplication, with respect to one or more members, of any provision of this agreement.
- 13.2 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 an acceptance of the decision rendered at this step.
- 13.3 General provisions:

- 13.3.1 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.
- 13.3.2. A grievance will be heard at a time other than during the normal school day and/or hours unless by mutual agreement.
- 13.3.3 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.
- 13.3.4 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.
- 13.3.5 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.

13.4 General procedures:

- 13.4.1 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.
- 13.4.2 Step 2: If the 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.
- 13.4.3 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.
- 13.4.4 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 XIV – Reduction in Force

- 14.1 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. Notice of an intended reduction shall be given as far in advance as possible.
- 14.2 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.
- 14.3 Once a decision has been made to reduce the number of staff members, the first method of such reduction shall be the normal teacher attrition.
- 14.4 If additional reductions in force 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.
- 14.5 A person released under the provisions of this article shall be given strong consideration for recall based on their qualifications per RSA 189:14.
- 14.6 The personnel file of a member released 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.
- 14.7 If additional reductions are required, then the Board shall ask for persons to take a voluntary lay-off.

Article XV – Vacancies

- 15.1 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 staff break room by the Association and in the principal's office by the District.
- 15.2 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.
- 15.3 Employees who desire a change of assignment, or who desire to transfer to another building may file 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.5.4 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 Building Administrator's decision in a timely manner. The final decision about the transfer rests with the Superintendent.

Article XVI – Amending of Agreement

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

Article XVII – Savings Clause

- 17.1 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 XVIII – Duration

- 18.1 This agreement shall become effective at 12:01 AM on the first contract day of the 2023-2024 school year and shall remain in effect for *three (3)* years (2023-2024, 2024-2025, 2025-2026) using the appropriate salary schedule for each year of the contract.
Appendix B – Stipend Schedule is adopted for three years.
- 18.2 Negotiations for a successor agreement will be in accordance with the provisions of RSA 273-A.
- 18.3 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

2023-2024				
Step	BA	BA+15	BA+40/MA	MA+30
0	\$41,000	\$41,513	\$42,343	\$42,872
1	\$41,779	\$42,301	\$43,147	\$43,687
2	\$42,573	\$43,105	\$43,967	\$44,517
3	\$43,382	\$43,924	\$44,802	\$45,362
4	\$44,206	\$44,759	\$45,654	\$46,224
5	\$45,046	\$45,609	\$46,521	\$47,103
6	\$45,902	\$46,475	\$47,405	\$47,998
7	\$46,774	\$47,359	\$48,306	\$48,910
8	\$47,663	\$48,258	\$49,224	\$49,839
9	\$48,568	\$49,175	\$50,159	\$50,786
10	\$49,491	\$50,110	\$51,112	\$51,751
11	\$50,431	\$51,062	\$52,083	\$52,734
12	\$51,389	\$52,032	\$53,072	\$53,736
13	\$52,366	\$53,020	\$54,081	\$54,757
14	\$53,361	\$54,028	\$55,108	\$55,797
15	\$54,375	\$55,054	\$56,155	\$56,857
16	\$55,408	\$56,100	\$57,222	\$57,938
17	\$56,461	\$57,166	\$58,310	\$59,038
L1	\$1,000	\$1,000	\$1,000	\$1,000
L2	\$2,000	\$2,000	\$2,000	\$2,000
L3	\$3,000	\$3,000	\$3,000	\$3,000
L4	\$4,000	\$4,000	\$4,000	\$4,000
L5	\$5,000	\$5,000	\$5,000	\$5,000
L6	\$6,000	\$6,000	\$6,000	\$6,000
L7	\$7,000	\$7,000	\$7,000	\$7,000

2024-2025				
Step	BA	BA+15	BA+40/MA	MA+30
0	\$42,025	\$42,550	\$43,401	\$43,944
1	\$42,823	\$43,359	\$44,226	\$44,779
2	\$43,637	\$44,183	\$45,066	\$45,630
3	\$44,466	\$45,022	\$45,922	\$46,497
4	\$45,311	\$45,877	\$46,795	\$47,380
5	\$46,172	\$46,749	\$47,684	\$48,280
6	\$47,049	\$47,637	\$48,590	\$49,198
7	\$47,943	\$48,542	\$49,513	\$50,132
8	\$48,854	\$49,465	\$50,454	\$51,085
9	\$49,782	\$50,405	\$51,413	\$52,055
10	\$50,728	\$51,362	\$52,390	\$53,044
11	\$51,692	\$52,338	\$53,385	\$54,052
12	\$52,674	\$53,333	\$54,399	\$55,079
13	\$53,675	\$54,346	\$55,433	\$56,126
14	\$54,695	\$55,379	\$56,486	\$57,192
15	\$55,734	\$56,431	\$57,559	\$58,279
16	\$56,793	\$57,503	\$58,653	\$59,386
17	\$57,872	\$58,595	\$59,767	\$60,514
L1	\$1,000	\$1,000	\$1,000	\$1,000
L2	\$2,000	\$2,000	\$2,000	\$2,000
L3	\$3,000	\$3,000	\$3,000	\$3,000
L4	\$4,000	\$4,000	\$4,000	\$4,000
L5	\$5,000	\$5,000	\$5,000	\$5,000
L6	\$6,000	\$6,000	\$6,000	\$6,000
L7	\$7,000	\$7,000	\$7,000	\$7,000
L8	\$8,000	\$8,000	\$8,000	\$8,000

2025-2026				
Step	BA	BA+15	BA+40/MA	MA+30
0	\$ 42,866	\$ 43,401	\$ 44,269	\$ 44,323
1	\$ 43,723	\$ 44,269	\$ 45,155	\$ 45,719
2	\$ 44,597	\$ 45,155	\$ 46,058	\$ 46,634
3	\$ 45,489	\$ 46,058	\$ 46,979	\$ 47,566
4	\$ 46,399	\$ 46,979	\$ 47,919	\$ 48,518
5	\$ 47,327	\$ 47,919	\$ 48,877	\$ 49,488
6	\$ 48,274	\$ 48,877	\$ 49,854	\$ 50,478
7	\$ 49,239	\$ 49,854	\$ 50,852	\$ 51,487
8	\$ 50,224	\$ 50,852	\$ 51,869	\$ 52,517
9	\$ 51,228	\$ 51,869	\$ 52,906	\$ 53,567
10	\$ 52,253	\$ 52,906	\$ 53,964	\$ 54,639
11	\$ 53,298	\$ 53,964	\$ 55,043	\$ 55,731
12	\$ 54,364	\$ 55,043	\$ 56,144	\$ 56,846
13	\$ 55,451	\$ 56,144	\$ 57,267	\$ 57,983
14	\$ 56,560	\$ 57,267	\$ 58,412	\$ 59,143
15	\$ 57,691	\$ 58,412	\$ 59,581	\$ 60,325
16	\$ 58,845	\$ 59,581	\$ 60,772	\$ 61,532
17	\$ 60,022	\$ 60,772	\$ 61,988	\$ 62,763
L1	\$1,000	\$1,000	\$1,000	\$1,000
L2	\$2,000	\$2,000	\$2,000	\$2,000
L3	\$3,000	\$3,000	\$3,000	\$3,000
L4	\$4,000	\$4,000	\$4,000	\$4,000
L5	\$5,000	\$5,000	\$5,000	\$5,000
L6	\$6,000	\$6,000	\$6,000	\$6,000
L7	\$7,000	\$7,000	\$7,000	\$7,000
L8	\$8,000	\$8,000	\$8,000	\$8,000
L9	\$9,000	\$9,000	\$9,000	\$9,000

Farmington School District Stipend Schedule

The positions, amounts, and payment methods listed in this agreement are intended for members covered by this CBA only.
Members of this CBA will have right of first refusal for all activities covered by this schedule.

Positions paid by co-curricular (academic) or professional stipends are subject to need, interest, available staff and annual budget constraints. As such, some years not all positions will be filled.

Academic co-curricular/academic positions (and therefore stipends) may be shared, but one stipend will be paid per listed activity. In the CLUB line, only one stipend will be available per club, and the number of clubs offered annually is subject to budgetary limitations.

Professional positions are subject to limitations posted with each stipend below.

	Based on % of step 0 on salary scale	Will increase with scale annually
Academics		
(Code 1410)		
YEARBOOK (one publication per year)		
HS Yearbook	0.039	\$1,582
MS Yearbook	0.019	\$754
MUSIC (per concert/production; maximum two per academic year)		
Elementary Music Director	0.014	\$1,106
MS/HS Music Director	0.014	\$1,106
ART (per show; maximum two per academic year)		
HS/MS/Elementary	0.014	\$1,106
DRAMA (per production)		
MS/HS Drama Advisor/Director	0.014	\$1,106
NATIONAL HONOR SOCIETY		
National Honor Society (HS)	0.014	\$553
National Junior Honor Society (MS)	0.014	\$553
CLASS ADVISORY		
Class Advisor Grade 9	0.016	\$650
Class Advisor Grade 10	0.018	\$750
Class Advisor Grade 11	0.030	\$1,250
Class Advisor Grade 12	0.030	\$1,250
STUDENT COUNCIL		
HS Student Council Advisor	0.016	\$657
MS Student Council Advisor	0.016	\$657
Lighthouse/Elementary Student Council Advisor	0.009	\$356
ROBOTICS (competitive)		
Elementary	0.009	\$356
Middle School	0.016	\$657
High School	0.032	\$1,314
STEM/ROBOTICS/INVENTORS (exploratory, non-competitive)		
Elementary	0.009	\$356
Middle School	0.016	\$657
High School	0.016	\$657
CLUBS (9 meetings: once per month for year; twice per month for semester; weekly for quarter)		
Club Advisors per activity	0.009	\$356
Professional		
(Code 2210)		
STAFF DEVELOPMENT COMMITTEE MEMBER (no more than 2 per building)	0.016	\$657
DEPARTMENT/SECTION/TEAM LEADER (no more than 6 per building)	0.016	\$657
TEACHER MENTOR (as needed)	0.016	\$657
SPECIAL EDUCATION TEACHER (as needed)	0.0366	\$1,500
PBIS/MTBSS (no more than 5 per building)	0.009	\$356
SAFETY COMMITTEE (no more than 4 per building)	0.009	\$356
NEASC CO-CHAIR (2 per building seeking accreditation or	0.040	\$1,643
TECHNOLOGY TASK FORCE (2 per building)	0.009	\$356
WELLNESS COMMITTEE 2 per building	0.009	\$356

APPENDIX C
SCHOOL ADMINISTRATIVE UNIT #61
Non-Qualified Deferred Compensation (§409A) Election Form
TEACHERS
School Year _____

Faculty and staff who are paid under a contract for a period of less than 12 months per year may elect to be paid over 12 months (26 pay periods). Annualized compensation provides payroll payments to faculty during months outside the contract period. This "annualized compensation" is referred to as non-qualified deferred compensation according to the Internal Revenue Service.

Faculty and staff with less than 12-month appointments/positions who would like to have their salaries paid over 12 months must make an election no later than one week before the first pay day of the school year. New faculty and staff must make an election no later than the first week of employment.

This election is termed "evergreen" which means it will remain in effect each year unless you notify the SAU by completing a new form prior to the beginning of your contract year. This election is also irrevocable after May 20th of the contract year. As with any income tax matter, please contact your personal tax consultant if you have questions.

Please indicate your election decision below.

I elect annualized compensation. I will receive 26 consecutive bi-weekly payments beginning _____ and ending _____ (or adjusted per Master Agreement 8.6 and 8.6.1). I understand that payroll deductions for taxes and benefits will be deducted from each paycheck.

I do not elect annualized compensation. I will receive 22 consecutive bi-weekly payments beginning _____ and ending _____ (or if a make-up day). I understand that payroll deductions for taxes and benefits will be deducted from each paycheck.

My signature below indicates that I understand that this election is irrevocable during this school year and that this may not be changed until the beginning of the new appointment year.

Please Print Name

School

Signature

Date

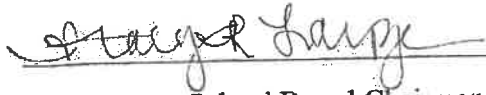
Please return this form to the SAU 61 office no later than _____.

NOTE: The IRS requires faculty and staff who do not submit an election form by the deadline to have their pay distributed over the term of their individual contract (i.e., 21 or 22 pay periods).

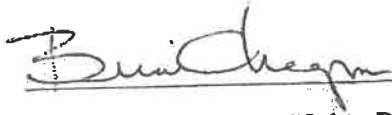
RATIFICATION

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 10th day of

April, 2023.

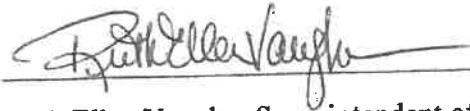


Stacy Lauze, School Board Chairman



Brian Chagnon, FTA Union President

As witnessed by:



Ruth Ellen Vaughn, Superintendent of Schools

Attachment A

New hires being hired by the district with no experience, will be hired at Step 0.

New section 8.5.5 is added to the CBA, effective as of date of settlement:

8.5.5 The "L" steps as set forth in Appendix A, attached to this Agreement, shall be administered as follows: New hires coming into the district with 17+ years of experience will be hired at a max of Step 17. After one year of employment in the district, they will then moved to step L1 and will advance accordingly with each subsequent year of service. The "L" in steps L1, L2, etc. is defined as "Level" and the dollar amount associated with each L Step is not cumulative step to step. The dollar amount for each L Step will be added to the salary listed in Step 17 for those that have qualifying experience.

