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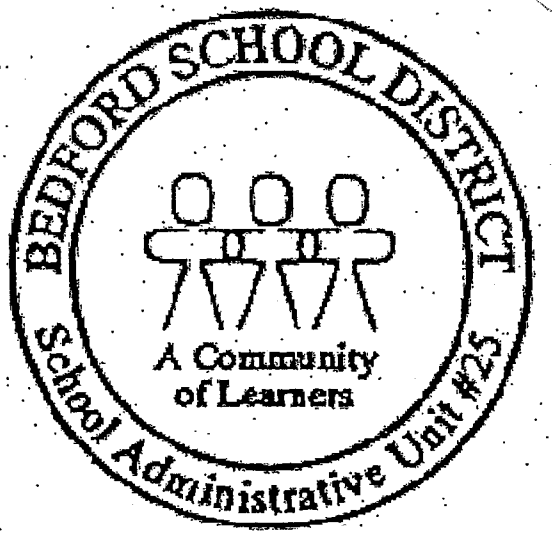

MASTER AGREEMENT

BY AND BETWEEN

THE

BEDFORD SCHOOL BOARD

AND THE

BEDFORD EDUCATION ASSOCIATION

July 1, 2008 through June 30, 2011

Master Agreement

By and Between

The Bedford School Board and the

Bedford Education Association

For the Period

July 1, 2008 through June 30, 2011

Table of Contents

Agreement....3
Prologue....4
Article I: Recognition....5
Article II: Management Clause....6
Article III: Employee Rights....7
Article IV: Strikes, Sanctions, Resignations, Lockouts and Other Activities Prohibited....8
Article V: Compensation....9
Article VI: Insurances....11
Article VII: Professional Growth Requirements....13
Article VIII: Sabbatical Leave....15
Article IX: Dues....17
Article X: Leaves....18
Article XI: Consultation of Educational Programs....21
Article XII: Individual Teacher Contracts....22
Article XIII: Extracurricular and Co-curricular Salary....23
Article XIV: Grievance Procedure....24
Article XV: Planned Retirement....28
Article XVI: Savings, Separability and Expenditure of Public Funds....31
Article XVII: Miscellaneous....32
Article XVIII: Termination and Renewal....33
Appendix A: Individual Teacher Contract....34
Appendix B: Dues Deduction Authorization Form....35
Appendix C: Salary Schedules 2008-09, 2009-10 and 2010-11....36

Agreement

THIS AGREEMENT made and entered into on this 15th day of April 2008, by and between the Bedford School Board, hereinafter referred to as "Board", and the Bedford Education Association, hereinafter referred to as "Association".

Prologue

The Master Agreement between the Bedford School Board and the Bedford Education Association defines the relationship and expectations of the parties based on the standards of fairness and objectivity.

Despite the contract's tone of formality and legality, the Board and the Association agree philosophically that our common interest in creating the best possible learning environment for the students of Bedford requires an enhancement of that relationship.

We affirm that, whenever feasible, we will use techniques of collaborative problem solving, such as (but not limited to):

- open communication
- trust
- building on common ground
- joint establishment of goals
- use of data to make an informed decision(s)
- consultation and/or joint decision making
- interest-based negotiations

to resolve issues that might impair the working relationship.

We hope thereby to create and continually improve a learning environment for all in which the pursuit of excellence and high expectations of achievement are the norm for everyone.

In this way, we will work together for the benefit of the students of Bedford, which is our highest goal.

Article I

Recognition

1.1 The Board recognizes the Association as the exclusive representative for collective bargaining purposes of all full and part time employees who are employed by the District in positions which require certification by the New Hampshire Department of Education and who are nominated by the Superintendent and elected by the School Board. In addition, those employees of the District who are in the following positions will also be included in the bargaining unit represented by the Association: Assessment Specialists, Occupational Therapists, Speech Language Pathologists, and Physical Therapists. Excluded are the Superintendent, Assistant Superintendents, Chief Financial Officer, Directors, Instructional Services Specialists, Principals, Assistant Principals, Deans, Athletic Administrator, School Career Coordinator, and all other employees of the Bedford School District. The Association agrees to represent all the personnel in the unit described above without discrimination and without regard to membership in the Association. This recognition shall not preclude the Board from communicating with, consulting or dealing with any individual employee or a group of employees for any purpose the Board may deem desirable in the discharge of its responsibilities, nor shall it preclude any employee from appearing before the Board in his/her own behalf on matters pertaining to employment relations with the District. Any bargaining unit member may, at his/her option, be accompanied by a representative of the Association in any such appearance before the Board.. The Board agrees not to make any agreement with any employee described in the first sentence of this paragraph which violates the provisions of this Agreement.

Article II

Management Clause

2.1 The Association agrees that, except as specifically and expressly abridged or limited by the provisions of this Agreement or any supplementary agreement that may hereafter be made, all of the rights, powers and authority of the Board and its agent to manage, direct or supervise all of the operations of the Bedford School District and its employees in all its phases and details shall be retained by and are vested solely, exclusively and without limitation in the Board and its agents and no obligation exists on the Board or its agents, by virtue of this Agreement, to notify the Association or negotiate with the Association concerning the exercise of any such right or function and the exercise of any such right or function shall not be subject to the grievance or arbitration provisions of this Agreement.

2.2 The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Any agreements reached by and between the parties shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

Article III

Employee Rights

3.1 The Board recognizes the right of employees to associate themselves. In furtherance thereof, the Board agrees not to take any action against any member of the Association because of membership in the Association or participation in its lawful activities. The Board further recognizes the right of employees of the District not to have action taken against them by reason of lawful activities carried on away from the school building and apart from the employees employed by the District. Nothing herein contained, however, shall be deemed to include conduct which would otherwise be grounds for dismissal; nor shall anything herein contained confer any rights to renewal of employment not granted by statute.

3.2 Normally, disciplinary action will be handled in the following manner:

a. Verbal warning
b. Written warning
c. Suspension
d. Discharge

No disciplinary action will be taken unless there is evidence to support the action.

3.3 An employee, if he or she so requests, may have a representative of the Association or another member of the bargaining unit present at any meeting which is called by the District for the purpose of imposing disciplinary action or which the employee reasonably believes may lead to disciplinary action. Prior to any such meeting, the employee shall be advised of the purpose of the meeting and shall be given a reasonable opportunity to obtain such representation.

3.4 The District shall provide a reasonable opportunity for an employee, who so requests, to inspect his/her personnel file, excluding confidential references, and if requested, shall, within a reasonable time, provide that employee with copies of any portion of his or her file. The District may request employees to pay the reasonable cost of photocopying. An employee may have one representative of the Association accompany him/her to review his/her personnel file.

3.5 No disciplinary or evaluation material shall be placed in an employee's personnel file unless the employee has had the opportunity to review the material. An employee shall sign any such document indicating that the document has been read and is to be filed; it does not necessarily indicate agreement with the content of the document. An employee may attach comments to any document placed in his or her personnel file.

Article IV

Strikes, Sanctions, Resignations, Lockouts and Other Activities Prohibited

4.1 It is agreed by the Board and the Association that they have a mutual responsibility to negotiate in good faith in accordance with the provisions of RSA 273-A. In recognition of this mutual responsibility, it is agreed that during the term of this Agreement, the Board shall not cause or sponsor any lockout and the Association will not cause, encourage, sponsor or participate in any strikes, sanctions of any kind, sick days, professional days, work slowdowns, picketing or patrolling, withholding of any services or interference with any of the operations of the School District. In the event of any such activity by either the Board or the Association, neither the Board nor the Association shall be required to negotiate on the merits of the dispute which gave rise to the activity until any and all such activity shall cease.

4.2 Should any employee or group of employees covered by this Agreement engage in any activity prohibited by the preceding paragraph, the Association shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith.

Article V

Compensation

5.1 The salary schedule attached hereto as Appendix D shall be effective for determining the compensation of persons covered under Article I provided, however, that the School Board, for justifiable reasons which can be substantiated, may hold an employee at that employee's present salary step upon the recommendation of the Superintendent, provided written notice of intent with the reasons therefore is given to the employee by March 1st.

5.2 For each school year, teachers hired after June 30, 2003 will be placed on the salary schedule based on their years experience as of June 30 of the previous school year and education degree status. Teachers who are in their second or subsequent year on the top step of a salary track shall receive 1% of the top step salary for that track. This amount shall not be cumulative from year-to-year. For the 2008/09 school year, all teachers who move to the top step on each track will receive this additional salary adjustment. Teachers who were employed by the School District and held a Bachelor's degree and 11 years of experience; a Bachelor's +15 degree and 13 years of experience; a Bachelor's +30 degree and 15 years of experience; or a Master's degree or greater with 17 years of experience as of June 30, 2003, are grandfathered, not be on the salary schedule, and will receive an annual salary increase during the term of this agreement as outlined below. Additionally, teachers not on the salary schedule will receive an additional $1,500 in salary if they move to the next educational column.

School Year	Salary Increase
2008-09	3%
2009-10	3%
2010-11	3%

5.3 A teacher who attains the necessary credits by the beginning of a new school year, and has the transcripts into Central Office by November 1st, will be placed at the appropriate experience row / degree column. If a staff member has difficulty obtaining a copy of his/her transcript, a written request for an extension may be made in writing to the Superintendent prior to November 1st.

5.4 Curriculum facilitators, if any, shall receive Two Thousand Four Hundred Dollars ($2,400.00) additional annual compensation for each year of this contract. Salary differentials for specialists shall be eliminated, provided that those specialists currently receiving a $300 differential will continue to receive that amount.

5.5 An employee shall have a choice of twenty-one (21) or twenty-six (26) payments for his or her contracted salary. If the employee chooses twenty-six (26) payments, he/she may choose to receive the final six (6) payments at once (balloon check) or in biweekly payments through the months of June, July and August. Employees must notify the Superintendent as to whether they wish to be paid on the basis of one / twenty-first (1/21st) or one / twenty-sixth (1/26th) of their annual salary when the individual contracts for the coming year are returned.

5.6 Newly hired Bargaining Unit Members with prior teaching experience will be placed at an appropriate salary level as determined by the Superintendent of Schools. The Superintendent may offer a one-time hiring bonus if market conditions require. The hiring bonus would not be considered part of the base salary. A new Bargaining Unit Member's salary does not necessarily reflect years of experience.

Article VI

Insurances

6.1 **Medical Insurance:**

The Board agrees to provide Hospital/Medical Insurance coverage under Blue Cross/Blue Shield Plan "J(Y)" with Managed Care Rider, or Blue Choice Managed Care (with $10 copay per office visit), or Preferred Blue (HSA) for the period through 2011, or Matthew Thornton Health Plan for the period through June 2009.

- For the Blue Cross/Blue Shield "J(Y)" with Managed Care Rider the School District shall pay:
  - Eighty-two (82%) percent of the premium in 2008/09
  - Eighty-two (82%) percent of the premium in 2009/10
  - Eighty-two (82%) percent of the premium in 2010/11
- For the Blue Choice Managed Care ($10 office visit copay) the School District shall pay:
  - Ninety-five (95%) percent of the premium in 2008/09
  - Ninety-four (94%) percent of the premium in 2009/10
  - Ninety-three (93%) percent of the premium in 20010/11.
- For the Matthew Thornton Health Plan the School District shall pay:
  - Ninety-seven (97%) percent of the premium in 2008/09.
  - The Mathew Thornton Plan will be discontinued after the 2008/09 school year.
- For the Preferred Blue HSA ($2,500 plan) the School District shall pay:
  - One Hundred (100%) percent of the premium in 2008/09
  - Ninety-eight (98%) percent of the premium in 2009/10
  - Ninety-seven (97%) percent of the premium in 2010/11

The School District will contribute towards the Health Savings Account (HSA) at the following levels for the first three (3) years of the employee's selection of the HSA plan during the term of this agreement:

Year 1	HSA contribution of $1,250 for the single plan and $2,500 for the two-person and family plans.
Year 2	HSA contribution of $1,000 for the single plan and $2,000 for the two-person and family plans.
Year 3	HSA contribution of $750 for the single plan and $1,500 for the two-person and family plans.

Contributions to the HSA by the School District will only be made for employees who elect the Preferred Blue HSA in consecutive years. District contributions to the HSA will be in compliance with IRS regulations.

In case both a husband and wife are employed by the Bedford School District, the Board shall pay 100% of the monthly premium for a two-person or family plan.

6.2 Dental Insurance:

The Board agrees to provide dental insurance coverage under the Delta Dental Insurance outlined below.

Coverages

A = 100%
B = 80%
C = 50%
D = 50% (under age 19)
No deductibles
$2,000 contract year maximum per person

The School District shall pay One Hundred Percent (100%) of the premium for the One-Person Plan with a $1,000 contract year maximum per person and Ninety Percent (90%) payment of the premium for the Two-Person and Family Plans with a $1,000 contract year maximum per person. The teacher will pay the additional premium for the plans with a $2,000 contract year maximum per person. Only the $2,000 contract year maximum per person dental plan will be available to teachers through 2008.

6.3 Although it is understood that the Bedford School District is presently obtaining hospital and medical insurance coverage from Blue Cross/Blue Shield, and dental insurances from Delta Dental, the Association specifically agrees that the Board may, in its sole discretion, with reasonable notice in advance to the Association, obtain health, medical and dental benefits from a different insurance carrier, provided the benefits offered by any new carrier are substantively comparable with the benefits being provided by Blue Cross/Blue Shield under Plan "J(Y)" with Managed Care rider and Delta Dental Insurance Plan 100-80-50-50-no deductible, and provided further that any such change in insurance carrier does not increase the premium cost above the rates then in effect for said health plans noted in section 6.1 of this article or the Delta Dental Insurance Plan 100-80-50-50-no deductible.

6.4 Life Insurance:

The Board agrees to provide a minimum $50,000 (fifty thousand dollars) life insurance plan. All persons covered by this contract shall participate in this plan. Employees may purchase additional life insurance, at their own expense, from the District's insurance provider given a minimum participation rate of twenty percent (20%) of the bargaining unit.

6.5 Long-Term Disability:

Long-term disability will pay 2/3 of basic monthly earnings after accumulated sick leave is depleted, maximum of 90 days, or 90 calendar days, whichever is greater. Benefit duration is to age sixty-five (65) or to the duration as stated in the policy provisions.

Article VII

Professional Growth Requirements

7.1 The provisions of the Local Master Plan for Professional Development as developed by School Administrative Unit #25 and approved by the New Hampshire Department of Education shall prevail for all persons covered under Article I.

7.2 The Bedford School Board agrees to provide an amount not to exceed one hundred thousand dollars ($100,000) for each school year for reimbursement of graduate course tuition fees allocated as follows:

$40,000 for Summer semester courses
$30,000 for Fall semester courses
$30,000 for Spring semester courses

In any year where the amount of reimbursement exceeds the allocation, an additional fifteen thousand dollars ($15,000) will be added to that year's amount for the following years of the contract.

The amount of reimbursement will be at the rate of up to 75% of such tuition fees. Monies for first requests will be dispersed to every first request submitted within the first twenty-one (21) calendar days after the first date of submission for each term. These monies will be distributed as available at an equal percentage rate of up to 75%. Then, monies for a second request will be allocated following the same procedure. Then, monies for third and subsequent requests will be allocated following the same procedure. Monies will be allocated regardless of the number of courses requested per semester, as long as money remains available for that semester. The Board reserves the right to allocate a sum up to sixty percent (60%) of each semester's appropriation in order to give priority consideration to coursework in a specific discipline, content area, or program (i.e., mathematics, language arts, technology, gifted and talented, etc.) provided that such priority allocation is determined and communicated by the Board prior to April 30th of each year for the following year. In the event no priority allocation has been established or in the event that the priority allocation is not encumbered within the first twenty-one (21) calendar days that funds for each semester become available, the total allocation or any portion remaining unencumbered will be dispersed according to the allocation process described in this section.

7.3 Further, the Board agrees to fund the Professional Development Program for all certifiable staff employed by the Bedford School District who are eligible to participate in the Professional Development Program and said fund to be administered by the Professional Development Committee. The program will be funded as follows:

An amount not to exceed fifty-seven thousand dollars ($57,000.00) for each year of this contract.

7.4 Any unused funds available in either Course Reimbursement or Professional Development for a given fiscal year shall be utilized to reimburse those bargaining unit members who were denied funding for approved courses and/or approved professional development activities during that fiscal year solely due to a lack of funds at the time of their request.

Article VIII

Sabbatical Leave

8.1 The District will grant sabbatical leave of up to one (1) year to employees of the District who have completed seven (7) years' service in the District. Salary during such leave shall be fifty percent (50%) of the salary (as set forth in Appendix C of this Contract) which the employee would have been eligible to receive during the year of sabbatical leave, if the leave is for a full school year; if for one-half of a school year, then the salary during leave shall be one-half that amount. Salary payments during such leave will be made at the same time as payments are made to the instructional staff of the District.

8.2 Application for such leave shall be made to the Superintendent no later than March 1 of the year preceding the school year in which such leave is proposed. The course of study must be approved in advance by the Superintendent.

8.3 At the time sabbatical leave is approved, the employee to whom it is granted shall agree in writing to return to employment in the District for two (2) years in the case of a full year's leave and for one (1) year in the case of one-half year's leave. Failure to comply with this agreement will cause the employee to be liable to the District for all sums paid to him/her on his/her behalf during such leave, including costs of collection and attorney's fees.

8.4 Upon return from sabbatical leave, an employee will be placed upon the next step of the salary schedule above the one that employee was on prior to the commencement of the sabbatical leave.

8.5 In addition, the District will grant sabbatical leave of up to one (1) year to employees of the District who have completed six (6) years of service in the District upon the same terms set forth in Sections 8.1, 8.2 and 8.4 of this Article, provided, however, that at the time the sabbatical leave is approved, the employee to whom it is granted shall agree in writing to return to employment in the District for three (3) years in case of a full year's leave and for two (2) years in the case of one-half year's leave. Failure to comply with this Agreement will cause the employee to be liable to the District for all sums paid to that employee or on that employee's behalf during such leave, including cost of collection and attorney's fees.

8.6 No more than two (2) employees shall be granted sabbatical leave in any one year. In the event more than two (2) employees apply for such leave, the decision of the Board as to who shall be permitted the leave shall be final.

8.7 The parties specifically agree that any accumulated but unused sick leave at the time a sabbatical leave commences is not available to any employee taking sabbatical leave and may not be used by any such employee while on a sabbatical leave of absence.

Article IX

Dues

9.1 The Association will assume full responsibility for enrolling its members in the National Education Association, the New Hampshire Education Association and the Bedford Education Association. The Board, through the Office of the Superintendent, agrees to deduct from the salaries of members of the bargaining unit dues for the Associations in ten (10), or twenty-one (21) installments, provided that the bargaining unit members authorize the Board to make such deductions. A dues deduction authorization shall be submitted in accordance with the following paragraph and shall be in writing and signed by the employee in the form set forth as Appendix B attached hereto.

9.2 Employees who are employed on or before September 1 of any school year shall be entitled to dues deductions beginning in September. If notification is given after September 1 and before November 1, then dues deductions will commence in November. Teachers hired after October 1 of any school year shall be entitled to dues deductions provided that notification is given to the Central Office within thirty (30) school days of employment.

9.3 The specific amount of the current dues of each Association referred to above shall be certified to the Bedford School Board (Superintendent) by the local Treasurer of the Bedford Education Association on or before May 1 annually and communicated to the bargaining unit members in writing before the close of each school year.

9.4 The Office of the Superintendent shall transmit any dues so deducted to the Treasurer of the Bedford Education Association who shall be bonded, provided that prior to transmitting any such dues, the Bedford Education Association shall file a certificate of such bond with the Superintendent.

9.5 The Bedford Education Association agrees to relieve the Bedford School District, the Bedford School Board and all of its officers, agents and employees from any liability for any deductions made and transmitted in accordance with the Payroll Deduction Authorization Form attached hereto as Appendix B and in the event there is any claim or dispute by and between any employee(s) and any of the organizations listed above concerning any dues deducted pursuant to this Article or any dues claimed but not deducted. The Bedford Education Association agrees to defend, indemnify and hold said Bedford School District, Bedford School Board and all of it officers, agents and employees harmless in any action arising from any such claim or dispute. Nothing in this last paragraph shall be construed to relieve the Board from its obligation to collect dues properly authorized pursuant to the first two paragraphs of this Article and transmit same to the Association, provided the employee who has authorized the deduction of dues remains an employee of the Bedford School District.

Article X

Leaves

The Bedford Educational Community recognizes the importance of teacher attendance and its impacts on the learning environment. The professional staffing in the Bedford School District was chosen, in part, because of their high qualities in the teaching profession and the desire of the Board to have these men and women working with students. However, our community also acknowledges the need and requirements for staff members to be away from their classrooms for a variety of reasons: professional growth, illness, personal emergencies, or bereavement.

SICK LEAVE:

10.1 Employees covered under this agreement who have been employed by the Bedford School District for more than one (1) school year shall earn sick leave at the rate of one and one-half (1-1/2) days at the end of each month of employment during the school year provided, however, that an employee shall not accumulate more than fifteen (15) sick leave days during the entire year. Up to five (5) of these days may be used for the illness of a family member.

10.2 Employees in their first year of employment with the Bedford School District shall be granted five (5) sick leave days at the beginning of that first school year and then shall earn sick leave at the rate of one (1) day at the end of each month of employment during that school year provided, however, that a first year employee shall not accumulate more than fifteen (15) sick leave days during the entire year. Up to five (5) of these days may be used for the illness of a family member. Additional accrued sick leave beyond the five (5) days used for the illness of a family member may be granted at the sole discretion of the Superintendent on a case by case basis for exceptional circumstances.

10.3 Unused sick leave may be carried over from one school year to succeeding school years up to an accumulated total of ninety (90) days.

10.4 An employee who terminates employment with the District for any reason will receive a sum equal to the per diem substitute pay to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00) for sick leave beyond the ninety (90) days listed in Article 10.3, beginning after July 1, 1995. In the event of the employee's death, the payment shall be made to the estate.

10.5 A sick leave bank shall be established by setting aside one (1) sick leave day from each employee covered by this agreement, and from those subsequently covered. The sick leave bank shall be for the use of all employees covered by this agreement. When the bank has been depleted, all eligible employees will recontribute. To become eligible to request extended benefits from the sick leave bank,

an employee must: have exhausted all accrued sick leave under section 10.3 of this Article; present satisfactory evidence of serious illness or disability (excluding work-connected accident); and gain the approval of the Sick Bank Committee. An employee may draw up to sixty (60) days from the sick leave bank in any one (1) year. The sick leave bank will be administered by the Sick Bank Committee which will consist of an employee appointed by the BEA Executive Board, an employee mutually agreed upon by the parties, and a person who is the designee of the Superintendent.

BEREAVEMENT LEAVE:

10.6 An employee shall be granted up to three (3) days bereavement leave for the death of a family member. Additional time may be granted by the Superintendent on a case by case basis.

PERSONAL LEAVE:

10.7 An employee shall be granted up to three (3) days personal leave to take care of important matters that cannot be handled except during the working day. Such days shall be granted without stating specific reasons provided three days notice is given and that such leave is not taken on the day before or the day after a holiday or vacation period. If three days notice is not given, or such leave falls on the day before or the day after a holiday or vacation period, personal leave may be granted at the discretion of the Superintendent.

PROFESSIONAL LEAVE:

10.8 An employee may be granted up to three (3) days professional leave subject to the approval of the Superintendent. Unused personal days may be used as professional days at the discretion of the Superintendent.

UNPAID LEAVE:

10.9 The District grants unpaid leaves of absence consistent with the Family and Medical Leave Act and the District's Family and Medical Leave Policy, to care for a new born or adopted child, to care for a seriously ill family member or due to the employee's own serious health condition. Requirements for eligibility, substitution of paid leave and return to work are set forth in the District's FMLA Procedure.

10.10 An employee who has acquired continuing contract status in keeping with RSA 189:14-a, upon written request, may be granted an extended leave of absence at the discretion of the Superintendent. Such leave shall be without pay. Benefits may continue at the expense of the employee. The request for such leave must be made in writing to the Superintendent of Schools at least sixty (60) days prior to its commencement, stating the anticipated date of commencement of the leave and the intended date of return to employment, except in cases of emergency: In cases of emergency, the employee shall provide as much notice as is reasonable under the circumstances. An employee on extended leave of absence has the option to return to work at the start of the second or third marking period of the school calendar or the start of the next school year. If the leave commences after the beginning of the third marking period, the

employee shall return at the start of either the next school year or the following school year. Exceptions may be granted at the discretion of the Superintendent.

10.11 Upon return from any leave of absence, an employee shall be assigned to the same position which he/she held at the time the leave commenced, if available, or to a substantially equivalent position.

10.12 An employee who returns to a position at the end of such leave and has been employed ninety-five (95) days or more during the school year in which such leave commenced, will be placed on the salary schedule at the level he/she would have achieved the next year. An employee who returns to a position at the end of such leave and has been employed less than ninety-five (95) days during the school year in which such leave commenced, will be placed on the salary schedule at the same level he/she was on at the beginning of such leave.

10.13 Any employee returning from Unpaid Leave must be employed a minimum of one (1) full contract year before he/she is eligible for the full benefits of another Unpaid Leave.

10.14 An employee planning to use sick leave for an extended period of time shall provide written notice to the Superintendent sixty (60) days prior to the commencement of the leave stating the anticipated date of commencement of the leave and the intended date of return to employment. In the case of an emergency, the sixty (60) day requirement may be waived.

10.15 Employees on unpaid leave shall notify the Superintendent in writing by March 1 of their intent to return to work at the start of the following school year in order to qualify for assignment for a position the following year.

ABUSE OF LEAVE:

10.16 In the event a question should arise concerning use or abuse of leave, as described above, the Superintendent or his/her designee, may investigate the perceived abuse of leave. The penalty for abuse could result in the withholding of salary for the day(s) involved and/or other disciplinary action.

Article XI

Consultation of Educational Programs

11.1 The Board desires the participation of its professional educational personnel in the development of sound educational programs for the school children of the District. In connection with making major changes in educational programs, the Board or a Committee thereof will, acting through the Superintendent, consult with an appropriate committee of the Association or such committee may submit to the Superintendent for transmission to the Board written recommendations relative thereto. The Association or an appropriate committee thereof may also submit to the Board, through the Superintendent, its recommendations for major changes in the educational programs. The Board agrees to give due consideration to such recommendations of the Association and if it finds that a conference with respect thereto would be advisable, it or a committee will confer with the appropriate committee of the Association with respect thereto. It is understood that the final decision with respect to educational programs is the responsibility of the Board and that it is free to consult with such members of the District's staff and other persons as it may elect at any time. Nothing in this paragraph shall be construed to extend the subjects of negotiations beyond that required by RSA 273-A.

Article XII

Individual Teacher Contracts

12.1 Individual employee contracts shall be in the form annexed hereto as Appendix A.

12.2 All such individual contracts issued pursuant to RSA 189:39 shall be returned to the Superintendent or his/her representative no later than fourteen (14) days following the receipt of the individual contract by the employee.

12.3 Should the employee resign his or her employment with this school district during the term of this contract thereby failing to work for the district for the full school year as required by this contract and without written permission of the school district, thereby willfully violating the terms of this contract, the employee agrees to pay the school district the sum of $200 as reasonable liquidated damages to compensate the district for expenses incurred by reason of the employee's resignation, unless the school district is notified of the resignation during the period from the signing of the subsequent school year's contract to July 15 (if resigning from the subsequent year's position) or, if after that date, unless the school district is notified in writing of the resignation earlier than forty-five (45) days prior to its effect. For purposes of this provision, a resignation shall not be considered a "willful violation" where the employee resigns because of family or personal problems or circumstances such as illness or family problems making it impossible for the employee to continue employment outside of the home.

Article XIII

Extracurricular and Co-curricular Salaries

13.1 A minimum of Three Hundred Twenty-Five Thousand Dollars ($325,000.) shall be budgeted district wide for the payment of extracurricular and/or co-curricular salaries. The distribution of these monies shall be determined by the Superintendent, middle school Activities Director, high school Athletic Administrator and Building Administrators through the budgetary process.

13.2 Salaries for approved extracurricular and co-curricular activities may begin with the second year of the activity.

13.3 The parties specifically agree that the decision of whether or not any extracurricular or co-curricular activity set forth above shall be provided, continued or discontinued is a matter within the sole discretion of the Board.

Article XIV

Grievance Procedure

14.1 Definitions

1. A "Grievance" is a claim based upon an event or condition which affects the wages, hours and other economic benefits of an employee or group of employees and/or the misinterpretation or misapplication of any provision of this Master Contract.
2. An "Aggrieved Person" is a certificated person who is a member of the bargaining unit who has suffered an injury, loss or inconvenience by reason of any action taken under these contract provisions.
3. The term "days" when used in this article shall, except where otherwise indicated, mean calendar days.

14.2 Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees. The aggrieved person shall first discuss his/her problems with his/her principal or immediate supervisor directly, with the objective of resolving the matter informally.

14.3 General Procedures

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. At all levels of a grievance after it has been formally presented, at least one member of the Association's Grievance Committee may attend any meetings, hearings, appeals or other proceedings required to process the grievance and may represent the grievant during grievance proceedings at the option of the aggrieved person.
3. A grievance will be considered as waived if the grievant fails to take action within thirty (30) days after the employee knew or should have known the incident or condition which gave rise to the grievance.

14.4 Initiation and Processing

1. Level One

   When a problem has not been resolved in an informal manner, a grievance shall be submitted in writing to the principal or immediate supervisor of the grievant.

2. Level Two

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within fourteen (14) days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within seven (7) days after the decision at Level One, or twenty-one (21) days after the presentation of the grievance at Level One if no decision is rendered. The appeal to the Superintendent shall be in writing and set forth: (i) the date and nature of the grievance; (ii) the nature and extent of the injury, loss or inconvenience; (iii) the basis of dissatisfaction with the decision of the principal.

(b) Within fourteen (14) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.

3. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within twenty-one (21) days after he/she has first met with the Superintendent, he/she may refer the grievance in writing to the Board within seven (7) days after the decision at Level Two, or twenty-one (21) days after the presentation of the grievance at Level Two if no decision is rendered.

(b) Notwithstanding the foregoing, the Board's decision shall be final and binding on grievances concerning:

(1) Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Board or Department of Education.

(2) A complaint by an employee not on continuing contract which arises by reason of not being re-employed.

(3) A complaint regarding any position for which continuing contract is not required (e.g., extracurricular, curriculum coordinators, etc.).

4. Level Four

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within twenty-one (21) days after he/she has first met with the Board, he/she may, within seven (7) days after a decision by the Board or twenty-eight (28) days after he/she has first met with the Board, request in writing that the Chairperson of the Grievance Committee submit his/her grievance to arbitration. If the Grievance Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the school system, it may submit grievance to arbitration within twenty-one (21) days after receipt of a request by the aggrieved person.

(b) Within fourteen (14) days after such written notice of submission to arbitration, the Board and

the Grievance Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, both parties shall jointly file a written request within seven (7) days to the American Arbitration Association to assist in the selection process.

(c) The Arbitrator so selected will confer with representatives of the Board and the Grievance Committee and hold hearings promptly and will issue his/her decision on a timely basis. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, this agreement, the employee's contract or policy of the Board. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion of the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator will be advisory only and shall not be binding upon either party.

(d) Any and all expenses of the Arbitrator shall be shared equally by the parties.

14.5 Rights of Employees to Representation

1. No reprisals will be taken by the Board or by any member of the administration against any participant in the grievance procedure.
2. Nothing contained herein shall be construed as limiting the right of any individual employee, or group of employees, from meeting with the Board as set forth in Article I of this Agreement.
3. Any party in interest may be represented by him/herself, or at his/her option, by a representative selected by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, at the aggrieved person's option.

14.6 Miscellaneous

1. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the Grievance Committee. Decisions rendered at Level Four will be in accordance with the procedure set forth in section 14.4.4(c).
2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
3. The Board agrees to make available to the aggrieved person and his/her representative all pertinent information not privileged under law, in its possession or control and which is relevant to the issues raised by grievance.

4. Whenever possible, meetings and/or hearings will be called at times other than during the school day.
5. Whenever the term "Superintendent" is used herein, it shall include any Assistant Superintendent, Acting Superintendent, or other person designated by the Superintendent.
6. Notwithstanding the pendency of any grievance, the aggrieved person and other employees of the School District shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
7. At all levels of the grievance procedure, the Principal, Superintendent, Board or Arbitrator shall have the right to require the aggrieved person or his/her representative to be present at any hearing.

Article XV

Planned Retirement

Eligibility

Bargaining unit members covered by this Agreement when they retire and who have at least twenty-five (25) years of service, at least fifteen (15) with the Bedford School District, in one or more of the job classifications as defined in Article I, are eligible for Planned Retirement. If there is a gap in service with the Bedford School District, at least the last five (5) years of service must be consecutive.

Notice of Intent

Notice of intention to retire under this Article must be submitted in writing to the Superintendent of Schools no later than December 1 of the last full year of employment. If approved, the employee must confirm, in writing to the Superintendent, his/her intent to retire no later than March 1.

Planned Retirement Benefits

A. An employee approved for Planned Retirement under this Article shall receive two (2) equal payments in the amount indicated on the following chart, which corresponds to the employee's years of service in the Bedford School District. Such payments shall be made on or about June 30 of the year of retirement and by July 30 of the following year.

Years of Service in the Bedford School District	Annual Payment
15	15,000
16	16,000
17	17,000
18	18,000
19	19,000
20	20,000
21	21,000
22	22,000
23	23,000
24	24,000
25+	25,000

B. Alternatively, an employee approved for Planned Retirement under this Article may elect to receive a single payment in accordance with the chart in paragraph A above (to be made on June 30 of the year of retirement) and an amount contributed annually by the District towards the cost of the employee's medical and dental insurance equal to the annual amount being paid for the employee's

individual coverage by the District during the year of retirement, such annual payment to continue until the employee reaches age sixty-five (65). If, during the term of this agreement, there is a legislative change to the age for Medicare as primary insurance, the annual insurance payment referenced in this section will continue to the age specified in the new legislation.

C. Bargaining unit members whose service in the Bedford School District has been at least partially on a part-time basis and who are approved for Planned Retirement may choose either option A or option B above except that the annual payment shall be a prorated payment calculated by multiplying the applicable payment in paragraph A above by a fraction, the denominator of which is the employee's total years of service in Bedford and the numerator of which is the sum of the employee's full-time equivalent (FTE) years of service in the Bedford School District.
For example, if teacher A is retiring with 15 years of service in Bedford, 10 of which were full-time and 5 of which were part-time with .4 + .4 + .6 + .6 + .8, the two equal payments would be calculated as follows:

$$\$15{,}000 \times (10+.4+.4+.6+.6+.8)/15 = \$12{,}800$$

D. If an employee who has been approved for and accepted Planned Retirement dies prior to receipt of all benefits to which he/she would have been entitled, the District will continue to make any required payments to the estate of the deceased employee.

E. Any employee who retires under this Article shall be eligible to continue his/her coverage under the District's medical and dental insurance plan as set forth in Articles 6.1 and 6.2 above until the employee reaches age sixty-five (65) at the employee's sole expense, unless the employee has elected option B above.

15.4 <u>District Obligation</u>

A. In any year in which there are three or more applicants for Planned Retirement, the District shall approve at least three (3). If there are more than three (3) applicants, employees with the most years of service in the District shall be given first consideration. In the event that two applicants have the same number of years of service in the District, preference shall be given to the employee with the most recognized years of service.

B. The District shall notify employees of their approval/non-approval in writing no later than January 15.

15.5 <u>Definitions</u>

Years of Service: Years of employment for a full school year, determined by the number of individual teaching contracts executed for active teaching.

Insurance Benefits: Each employee selecting Article 15.3, B above shall receive the same Medical and Dental Insurance benefits as set forth in Articles 6.1 and 6.3 provided under this agreement with respect to such insurance until said employee reaches age sixty-five (65). Said insurance will be provided at the retiree's expense.

Article XVI

Savings, Separability and Expenditure of Public Funds

16.1 The provisions of this contract shall not be binding upon the Board or the Association unless sufficient funds are appropriated by the voters of the School District to implement the agreements herein contained. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary specific appropriations have been made at the Annual, Special or Emergency School District Meeting. If such funds are not forthcoming the Board and the Association shall resume negotiations regarding the matters affected. In addition, each party may reopen one issue which was not affected by lack of funds.

16.2 This agreement constitutes the entire agreement and final resolution of all matters in dispute between the Board and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

16.3 When the Board and the Association have reached final agreement, negotiations shall be closed and shall not be reopened on any matter contained herein until the beginning of the school year immediately preceding the expiration date of the new Master Agreement.

16.4 If any provision of this Agreement is found contrary to law, then such provision will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement will continue in full force and effect. The parties shall renegotiate the subject matter relating to any provision found contrary to law.

Article XVII

Miscellaneous

17.1 All employees are expected to be in school for sufficient time to cover their professional responsibilities and such additional amounts of time as the building principal may reasonably require. The parties recognize their obligation to bargain in the event that there is a change in length of the workday.

17.2 The Board and/or the Office of the Superintendent shall discuss the School Calendar with the Executive Board of the Association, provided, however, that nothing contained herein shall be construed or interpreted to limit the right of the Board to change the School Calendar.

17.3 The provisions of this contract shall not apply to employment during summer school sessions, provided, however, that if any employment is offered beyond the regular employee year, or one hundred eighty-nine (189) days, a definite rate of pay shall be set prior to May 1 if the employment is offered before that date. In the event the employment is offered after May 1, a definite rate of pay shall be set prior to June 30 or prior to the commencement of the work, whichever is sooner. A memorandum of understanding stipulating the rate of pay and generally describing the nature of the work to be performed shall be made available prior to May 1 if the employment is offered before that date or prior to June 30, or the commencement of the work, whichever is sooner if the employment is offered after May 1.

17.4 The Board will make available to the Association at Board Meetings, copies of items under discussion involving educational programs which are public information. Prior to each Board Meeting, an agenda will be sent to the President of the Bedford Education Association at an address which the Association places on file in the Superintendent's office.

17.5 The parties agree that the duty free lunch period for employees shall be equal in length to the student lunch period.

Article XVIII

Termination and Renewal

18.1 The provisions of this Addendum will become effective on July 1, 2008 and will remain in full force and effect through June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Witness

BEDFORD EDUCATION ASSOCIATION

By _____ 4/15/08
President

By _____ 4/15/08
Vice President

BEDFORD SCHOOL BOARD

Timothy Mayes

By _____ 4/15/08
Chairperson

Appendix A

BEDFORD, NEW HAMPSHIRE

Teacher Contract

AGREEMENT made _____, 20____, by and between the Bedford School District, hereinafter called the District, and _____ hereinafter call the Teacher.

1. The District agrees to employ the Teacher for the ensuing year

   from _____ to _____

   at an annual salary of $_____ paid in biweekly installments.

2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of the schools and teachers.

3. It is mutually agreed:

   a. That the school year is not to be in excess of 180 school days and 9 other days devoted to school and educational work between July 1st and June 30th.

   b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to occupy.

   c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license, or permit is revoked by the Commissioner of Education.

   d. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.

   e. That, except as provided in "c" or "d", this contract may not be terminated at any time prior to its expiration without the consent of both parties.

   f. That the District and the Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire legislature, and all administrative rulings having the effect of law.

BEDFORD SCHOOL DISTRICT

by_____ _____

Superintendent Teacher

Appendix B

BEDFORD SCHOOL DISTRICT

Dues Deduction Authorization Form

NAME: _____
(please print)

"I hereby authorize the Bedford School District to withhold from my salary the sum of $_____

membership dues as follows:

- For membership in the Bedford Teachers Association the sum of $_____ per year;
- For membership in the NEA-New Hampshire, the sum of $_____ per year;
- For membership in the National Education Association, the sum of $_____ per year;
- For donations to NEA-PAC, the sum of $_____ per year;
- For donations to NHEPAC, the sum of $_____ per year.

_____ The sums thus to be deducted shall be deducted in ten (10) consecutive installments over ten (10) consecutive pay periods and are hereby assigned by me to the Bedford Education Association. These sums are to be remitted by the Bedford School District to the Treasurer of the Association, and having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix B. It is further agreed that the Board assumes no financial liability except to forward on a bi-weekly basis those funds, which have been properly authorized and deducted.

_____ The sums thus to be deducted shall be deducted in twenty-one (21) consecutive installments over twenty-one (21) consecutive pay periods and are hereby assigned by me to the Bedford Education Association. These sums are to be remitted by the Bedford School District to the Treasurer of the Association, and having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix B. It is further agreed that the Board assumes no financial liability except to forward on a bi-weekly basis those funds, which have been properly authorized and deducted.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be affected by written notice to the School District and the Association, giving thirty (30) days notice of my desire to revoke same."

Signature: _____

Date: _____

Social Security Number: XXXX-XX-_____

School: _____

Appendix C

Salary Schedule
2008-09

08/09 Yrs.	Step	Bach	Bach+15	Bach+30	Mast	Mast +15	Mast +30
0-1	1	32,849	34,297	35,757	37,292	38,786	40,298
2	2	34,076	35,549	37,038	38,600	40,111	41,639
3	3	35,303	36,802	38,319	39,909	41,437	42,978
4	4	36,531	38,055	39,595	41,213	42,765	44,315
5	5	37,761	39,310	40,872	42,520	44,089	45,656
6	6	39,535	41,061	42,606	44,250	45,812	47,376
7	7	41,310	42,811	44,339	45,980	47,537	49,099
8	8	43,090	44,563	46,073	47,709	49,262	50,819
9	9	44,870	46,314	47,809	49,439	50,990	52,539
10	10	46,649	48,067	49,548	51,168	52,717	54,263
11	11	48,423	49,819	51,283	52,898	54,440	55,983
12	12	50,203	51,566	53,017	54,628	56,166	57,707
13	13		53,317	54,751	56,358	57,893	59,427
14	14		55,067	56,486	58,087	59,621	61,221
15	15			58,223	59,817	61,348	63,042
16	16			59,958	61,546	63,134	64,861
17	17				63,277	64,947	66,687
18	18				65,007	66,522	68,042

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 1% of the top step for that track. This amount shall not be cumulative from year-to-year. For 2008/09, all teachers who move to the top step on each track will receive this additional salary adjustment.

502	551	600	650	665	680

Appendix C

Salary Schedule
2009-10

09/10 Yrs.	Step	Bach	Bach+15	Bach+30	Mast	Mast+15	Mast+30
0	1	33,834	35,326	36,830	38,411	39,950	41,507
1-2	2	35,098	36,615	38,149	39,758	41,314	42,888
3	3	36,362	37,906	39,469	41,106	42,680	44,267
4	4	37,627	39,197	40,783	42,449	44,048	45,644
5	5	38,894	40,489	42,098	43,796	45,412	47,026
6	6	40,721	42,293	43,884	45,578	47,186	48,797
7	7	42,549	44,095	45,669	47,359	48,963	50,572
8	8	44,383	45,900	47,455	49,140	50,740	52,344
9	9	46,216	47,703	49,243	50,922	52,520	54,115
10	10	48,048	49,509	51,034	52,703	54,299	55,891
11	11	49,876	51,314	52,821	54,485	56,073	57,662
12	12	51,709	53,113	54,608	56,267	57,851	59,438
13	13		54,917	56,394	58,049	59,630	61,210
14	14		56,719	58,181	59,830	61,410	63,058
15	15			59,970	61,612	63,188	64,933
16	16			61,757	63,392	65,028	66,807
17	17				65,175	66,895	68,688
18	18				66,957	68,518	70,083

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 1% of the top step for that track. This amount shall not be cumulative from year-to-year.

517	567	618	670	685	701

Appendix C

Salary Schedule
2010-11

10/11 Yrs.	Step	Bach	Bach+15	Bach+30	Mast	Mast +15	Mast+30
0-1	1	36,151	37,714	39,294	40,951	42,554	44,175
2-3	2	37,453	39,043	40,653	42,339	43,961	45,595
4	3	38,756	40,373	42,006	43,723	45,369	47,014
5	4	40,061	41,704	43,361	45,109	46,774	48,436
6	5	41,943	43,562	45,201	46,945	48,602	50,261
7	6	43,826	45,418	47,039	48,780	50,432	52,089
8	7	45,714	47,277	48,879	50,614	52,262	53,914
9	8	47,603	49,135	50,721	52,450	54,095	55,739
10	9	49,490	50,994	52,565	54,284	55,927	57,568
11	10	51,372	52,853	54,406	56,119	57,755	59,392
12	11	53,260	54,706	56,246	57,955	59,587	61,221
13	12		56,564	58,085	59,790	61,419	63,046
14	13		58,421	59,926	61,624	63,252	64,949
15	14			61,769	63,460	65,084	66,881
16	15			63,609	65,294	66,979	68,811
17	16				67,131	68,902	70,748
18	17				68,966	70,573	72,186

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 1% of the top step for that track. This amount shall not be cumulative from year-to-year.

533	584	636	690	706	722	