

AGREEMENT
Between the
DEERFIELD SCHOOL BOARD
and the
DEERFIELD EDUCATION ASSOCIATION

JULY 1, 2007 - JUNE 30, 2009

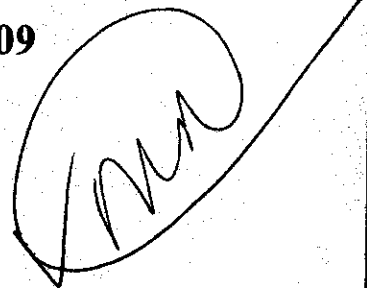
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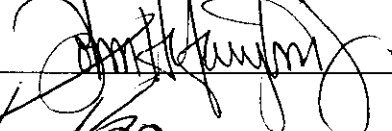
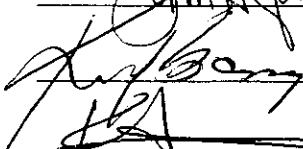

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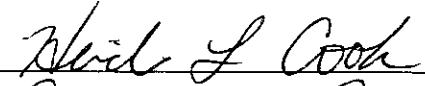
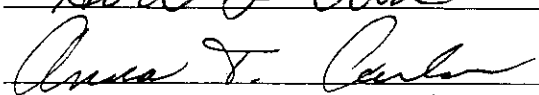
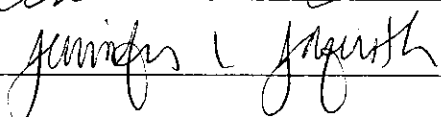
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P R E A M B L E

This agreement made this 14th day of March, 2007 by and between the School Board of the Deerfield School District, hereinafter called the "Board", and the Deerfield Education Association, affiliated with NEA/NEA-NH, hereinafter called the "Association".

For the Deerfield School Board: For the Deerfield Education Association




Bonnie Beaubien

ARTICLE I Recognition

The Board recognizes the Association as the exclusive bargaining agent for all professionally employed educational personnel, as defined by Public Employees Labor Relations Law, Chapter 273A:1, Section VIII, amended August 17, 1983, employed 50% or more by the Deerfield School District, excluding the Principal, Superintendent, and Assistant Superintendent for the purpose of bargaining pursuant to RSA 273-A. Other professional employees hired to perform administrative functions may be excluded from this contract through agreement of the Board, the Association, and the individual being affected.

All professionally employed educational personnel will be referred to as "teachers" henceforth.

ARTICLE II Jurisdiction and Authority of School Board

- A. The Board, subject only to the language of the Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities which, by law, are vested in them, and this Agreement will not be construed so as to limit or impair their respective statutory powers, discretions or authorities.

The Board agrees to provide the President of the Association with an up-to-date copy of the complete School Board Policy Manual. Copies of added, deleted, or revised school board, school district and school rules and policies will be provided to the President of the Association at the time of the change.

ARTICLE III

Association's Right

- A. The Association is permitted to use the school building for meetings to the same extent and under the same terms and conditions as other persons and/or associations are so permitted, all in accordance with Board policy.
- B. The Association has the right to post notices on the teacher bulletin boards.
- C. The Association has the right to use teacher mail boxes for communications to teachers.
- D. A committee of Association representatives will meet with a central office administrator and the Principal upon request by any party. The parties will have an equal right to submit matters for discussion. Three Association representatives will be excused from teaching duties if such meetings occur during the school day.

ARTICLE IV

Payroll Deductions

- A. The Board agrees that upon receipt of written authorization signed by the teacher prior to the first salary check of any school year, deduction from the regular salary check of such teacher will be made in the amount to provide payment of dues to the Deerfield Education Association, NEA-NH, and NEA. Authorization for dues deductions will be made in a form provided by the Association, and such deductions will be in equal installments from each salary check beginning with the second pay period. Deductions for new members will begin as soon as written authorization is received by the SAU. Such dues will be forwarded promptly to the Association. It is further agreed that such authorization for deduction of dues will continue in full force and effect until the teacher submits a written revocation of such authorization to the Superintendent's Office. The Association will be notified as to all revocations that are filed.
- B. Payroll deductions will be available through the business office at the S.A.U. to all bargaining unit members covered by the Agreement. These payroll deductions may be made to any Banking Institution and/or Credit Union as authorized by the bargaining unit member.

ARTICLE V

Teacher Rights

- A. Neither the Board nor the Association will abridge the right of any teacher under the Constitution of the United States or the State of New Hampshire.
- B. No teacher will be prevented from wearing pins or other identification indicating his/her membership in the Association.
- C. All Association members will have the right to non-discriminatory treatment without regard to their gender, sexual orientation, race, creed, religion, color, residence, physical characteristics, handicap, age, marital status, or grade/subject taught.

ARTICLE VI

Professional Assignments

A. Notice of Assignment

1. The teacher's anticipated assignment to a building, grade and/or subject will be listed on his/her individual contract no later than April 30th. (See attached sample contract, Appendix A.)
2. If reasonable attempts by the administration to assign teachers to a building, grade and/or subject by April 30 fail, a teacher who has not been assigned a position will be notified no later than June 15. In the event that a teacher is reassigned after July 1, they will be granted release from their contract without penalty, if they so choose.

ARTICLE VII

Unplanned Leave

- #### **A. Teachers will be informed of a telephone number they will call no later than ninety (90) minutes before the start of school to report unavailability for work. The administration will make every reasonable effort to arrange for qualified substitutes for all absent teachers. Teachers will not be expected to arrange for their own substitutes. The use of regular teachers as substitutes will be only in emergencies.**

ARTICLE VIII

Teaching Positions

A. Notice of Vacancies

1. Notices of in-house professional staff vacancies within the Deerfield School District will be posted on the Deerfield staff web site, on the Association bulletin board in the Teachers' Room of each building, and a copy will be sent to the president of the Association once a vacancy exists.
2. Such notices will contain the date of posting, a description of the position, requirements of the position, name of the person to which the application is to be returned, and the date by which the application is to be returned.
3. The filling of vacancies and transfers and the reassignment of teachers will be at the sole discretion of the Board.

B. Transfers

1. In the event of additional school buildings in the Deerfield School District, current employees will be given the first opportunity to transfer to the teaching staff in those schools if they meet the educational criteria for the available positions and are approved by administration. Seniority should receive consideration.

C. Reduction in Force

When it becomes necessary to reduce the number of employees covered by the collective bargaining agreement as determined by the School Board, the following procedures will be followed:

1. The Superintendent of Schools will contact the Deerfield Education Association to make arrangements for the DEA and Board to meet and discuss the considered reduction.
2. A teacher who will be affected by a lay off due to RIF will be notified on or before March 31.
3. Every reasonable effort to minimize the effects of RIF on the staff will be made by absorbing as many positions as possible by attrition (retirements, resignations, and refusal of contract).

ARTICLE IX
Teacher Documentation

A. Files

No material shall be placed in a staff member's personnel file unless the staff member has had an opportunity to review such material. The staff member will sign the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The staff member will also have the right to submit a written answer. To the degree protected by law, these provisions do not apply to material of a confidential nature acquired by the District when initially hiring a staff member.

Any written complaint regarding an employee which is made to any member of the Board or Administration, by a parent, student, or other person and which may be used in any manner including evaluating the employee shall be promptly investigated. The employee shall be given an opportunity to respond to the complaint in writing and the response will be attached to the complaint.

The teacher will be permitted to respond to any statement in the teacher's file that has been generated after initial employment in Deerfield. The teacher's answer will also be included in the file.

Upon request the teacher will be furnished one (1) reproduction of any material in his/her file. This will include reproduction of only that material generated after the teacher's initial employment in Deerfield, including the reproduction of transcripts of all academic work.

A teacher may request the removal of derogatory material from his/her file by submitting a request in writing to the Superintendent specifically stating the material he/she wishes removed and the reason for removal. The Superintendent will inform the teacher of his/her decision within ten (10) school days of the date the request was received. Teachers dissatisfied with the Superintendent's decision may request the Board to review this request. The School will inform such teachers of their decision within five (5) school days of the date of the meeting his/her request was reviewed.

B. Evaluation

A committee including teachers will be involved in the implementation of, formulation of or change in any professional evaluation and assistance tools and procedures. This committee will include at least two (2) Association members. This committee shall meet at least twice annually. The outcomes of this committee shall be documented and distributed to the School Board as well as to the Association President.

ARTICLE X
School Calendar, Inservice Days

A. School Calendar

The Association will be provided the opportunity to discuss the calendar with the administration before it is adopted by the Board.

B. School Day

The Association will be provided the opportunity to discuss the length of the school day calendar with the administration before it is adopted by the Board.

C. In-service Days

Teachers will share responsibility with the administration for scheduling and planning of seven (7) inservice days. Fixed days may not exceed five (5) days nor be fewer than three (3) days per contract year.

ARTICLE XI
Professional Rights and Obligations

- A. Each teacher, as a professional employee, will devote the time necessary to his or her assignment in order to meet professional responsibilities. The contracted teacher year will include all student in-school days, all days scheduled as inservice for the staff, and other days and times determined by the teacher in order to fulfill needs for preparation, committee work, and study. Student in-school hours per week will be within the framework of state guidelines.
- B. The Board and Administration will make every effort to provide teachers with 225 uninterrupted minutes, evenly distributed, per week to be used for planning purposes.
- C. Recognizing that the professional staffs need a break from professional responsibilities, the administration will guarantee a total of 150 minutes of duty free lunch per week, with no block less than 20 minutes. Meetings will not be scheduled during lunch times, except at the teacher's discretion.
- D. The School Board of the Deerfield Community School charges the teaching staff with an ongoing involvement in curriculum evaluation and development.

ARTICLE XII

Leave of Illness and Disability

A. Personal Illness

Recognizing that personal illness and illness in the immediate family of a bargaining unit member may occur at any time, and recognizing that physical disability and childbirth may be a factor in the lives of bargaining unit members, each teacher upon initial employment will be granted fifteen (15) days of paid leave per year. Unused leave will accumulate from year to year to one hundred and fifteen (115) days. Leave of more than fifteen (15) days per year will not be used for the caretaking of a family member. This benefit of 15 days may be applied to the care of a newborn infant or newly adopted child. This accumulated leave will otherwise be used only in the case of personal illness or disability. Teachers will be given a written accounting of their accumulated sick leave at the beginning of each school year.

B. Personal Injury/Illness

Whenever a teacher is absent from school as a result of a personal injury or illness incurred in the course of the teacher's employment for the Deerfield School District and adjudged compensable under Workmen's Compensation, the Board will provide full employment compensation to the employee for one week. At the beginning of week two, the Board will maintain the cost of medical insurance up to six months for the employee but the financial compensation for the employee will be provided by Workmen's Compensation - not the Board. Sick leave will not be deducted from the employee either during the first or following weeks of absence.

C. Sick Leave Bank

1. The Board agrees to maintain a sick leave bank to cover members of the bargaining unit in the event of a long-term illness. Upon hire by the District teachers will be apprised of the sick leave bank.
2. Each teacher wishing to be covered agrees to donate one (1) day from the fifteen (15) he/she is allowed to accrue in a one year period to be deposited in said bank, such day to be deducted from the teacher's annual sick leave.
3. The donated sick days will be deposited at the start of the school year until the number of days reaches a number three (3) times the number of members of the bargaining unit. If at any time the number of days falls below two (2) times the number of members of the bargaining unit, members wishing to contribute one (1) additional day may do so. Such reseeding of the bank will occur in the beginning of the school year the bank falls below two (2) times the number of members of the bargaining unit.
4. A member will become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability, provided he/she has exhausted all of his/her accrued sick leave. Upon presentation of medical evidence of disability or illness, a member may be granted additional days of sick leave. The sick leave bank will be administered by a five (5) person committee consisting of one (1) board member, one (1) administrator and three (3) members of the Association appointed by the President.

- D. To be eligible for payments under this Article, a teacher may be required to furnish proof, satisfactory to the Board, of illness or disability.

ARTICLE XIII

Leaves of Absence

Teachers will be entitled to the following temporary non-accumulative leaves of absence each school year.

- A. Personal Leave

The Board recognizes that certain events may require the teacher to be absent from work. Personal leave may be granted to take care of such situations that may not be taken care of other than during the school day. For such events, the teacher is allowed up to three (3) personal days with pay per year. Whenever possible, the teacher will provide twenty-four (24) hour notice to the building principal.

- B. Bereavement Leave

Recognizing that bereavement and issues surrounding personal loss are part of bargaining unit members' lives, bargaining unit members will be granted bereavement leave. Upon request, a limit of three (3) days with pay will be allowed each teaching year per member. Additional days are allowed (per situation or situations) at no pay upon a member's request to the principal.

- C. Military Leave

Military leave of absence without pay or benefits will be granted to any teacher who is drafted or enlists in any branch of the armed forces of the United States for the period of his/her induction or initial enlistment. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves will be granted provided such obligations cannot be fulfilled in days when school is not in session. In such cases, teachers will be reimbursed for pay loss as a result of such Organized Reserve duty up to the difference between their regular teacher's salary that would have been paid and their Reserve pay received for up to a maximum of two (2) weeks during any school year.

- D. Family Leave

The district shall comply with the requirements of the Family and Medical Leave Act of 1993, and its corresponding regulations.

Separate from leaves granted under the dictates of the Family and Medical Leave Act, family leave of up to one (1) calendar year may be granted without pay or other benefits to a teacher with at least one (1) year's service with the Deerfield School District, at the discretion of the Board. Family leave will be for the purpose of caretaking a family member. Insurance benefits will be available at the group rate at the expense of the teacher. The teacher will request such leave from the Superintendent at least sixty (60) days prior to the date on which the leave is to commence, except in case of emergency. Subsequent family leaves will be granted at the discretion of the Board.

E. Maternity Leave

1. It will be the duty and responsibility of the teacher to notify the Principal of a need for leave due to pregnancy or impending adoption.
2. A teacher who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided she can fulfill all of her normal professional responsibilities and with the written approval of her attending physician/health provider. A written approval from the teacher's physician/health provider stating that she can resume her normal professional responsibilities is also required.
3. Any portion of a leave by a teacher resulting from medical disability due to pregnancy, miscarriage or childbirth will be charged to her available sick leave, and she will be compensated, therefore. Teachers in the first year of employment will be eligible to use their accumulated sick leave during the period of absence.
4. It will be the responsibility of the teacher to provide an outline and guidelines for the substitute to ensure classroom continuity. The teacher on maternity leave will not be responsible for daily plans and preparation, but will be available for consultation.
5. The teacher requesting leave will consult with the principal to determine a date for commencement of leave and returning to teach. Factors considered will be the physician's/health provider's recommendations, the health of the mother and health of the child, and what would be least disruptive to the classroom and students. These dates may be altered by agreement of both parties.

F. Jury Duty Leave

1. When a bargaining unit member is called to jury duty during scheduled school days, the member will make a good faith effort to have the jury duty rescheduled to a non-school day by writing to the appropriate Clerk of Courts advising that he/she is a teacher in the Deerfield School District and requesting that the assignment be rescheduled to non-school days.
2. A teacher required to perform jury duty on a scheduled school day will be paid the difference between the jury duty pay received from the Court and the per diem salary the teacher would have received for working. The teacher will submit to the principal a photocopy of the jury duty pay check received from the Court.
3. In the event that the request for rescheduling is denied, the teacher will attach copies of the request and denial to the leave request form.

G. Paid Sabbatical Leave

The School Board believes the best interest of the school will be served if staff members are encouraged to undertake graduate study and professional development.

1. The purpose of paid Sabbatical Leave may be to undertake additional relevant and pertinent academic graduate study at an accredited institution of higher learning or to pursue

professional development of the employees which will ultimately be to the benefit of pupils and the Deerfield School District.

2. Teachers who have been employed in the district for seven (7) years may apply for paid Sabbatical Leave for up to one (1) year. During this paid Sabbatical Leave, the teacher will be considered to be in the employ of the district and will receive a salary equivalent to one-half of his/her annual salary. The teacher will be eligible for full benefits during the paid Sabbatical Leave. There will be no more than a total of one (1) Sabbatical Leave (paid or unpaid) granted in any academic year.

Sabbatical leave for the purpose of academic graduate study at an accredited institution of higher learning or for professional development work will receive a salary equivalent to one half of his/her annual salary for one (1) year.

3. Any teacher granted a paid Sabbatical Leave will be required to work for a minimum of two (2) years for the Deerfield School District upon the return from the leave. Should a teacher not honor this agreement, he/she will be required to refund the amount of the salary paid during the paid Sabbatical to the Deerfield School District within one hundred eighty (180) days of the start of Deerfield's school year. As a specific condition for accepting a paid Sabbatical, the teacher will be required to sign an agreement indicating his/her willingness to make a refund within the one hundred eighty (180) day period. Should the employee die while on paid sabbatical leave, the repayment is waived.
4. The application will be a detailed summary of the project to be undertaken during the paid Sabbatical or a description of coursework at the accredited institution of higher learning. The application must be in the Superintendent's Office by December 1. A decision on the application will be given by January 15. If a paid Sabbatical Leave is offered the offeree has two (2) weeks to accept or decline the offer.
5. A Sabbatical Committee will be established to review the application and make recommendations to the Board as to who will receive the Sabbatical for that year. This committee will consist of: two teachers, Principal, one Board Member, and the Superintendent. The committee will establish the criteria and procedures for said Sabbatical to be approved by the Board.
6. Upon returning from paid Sabbatical Leave, the teacher shall be placed at the appropriate salary level which the teacher would have achieved had he/she remained actively employed in the District. All rights and benefits shall be reinstated at their previous level according to Article XIX (Duration).

H. Unpaid Sabbatical Leave

The School Board believes the best interest of the school will also be served if staff members are encouraged to undertake relevant and pertinent travel, exchange teacher programs, and/or relevant and pertinent work experience, including human services organizations.

1. The purposes of unpaid sabbatical leave may be to undertake relevant and pertinent travel, exchange teacher programs, relevant and pertinent educational and/or work experience, including human services organizations, such as Peace Corps.

2. Teachers who have been employed in the district for seven (7) years may apply for an unpaid sabbatical leave for up to one (1) year. During this unpaid sabbatical leave, no salary or benefits will be paid by the District. If allowed by insurance regulations, insurance will be available at the group rate at the teacher's expense. A teacher may apply for a second year. There will be no more than a total of one (1) sabbatical leave (paid or unpaid) granted in any year.
3. Upon return from the unpaid sabbatical leave, the teacher shall be placed at the appropriate salary level which the teacher would have achieved had he/she remained actively employed in the District. All rights and benefits shall be reinstated at their previous level upon the teacher's return.

I. Other Leaves

1. A member of the bargaining unit may be granted a leave of absence without pay for health purposes or personal reasons at the sole discretion of the Board.
2. Leaves of absences may be extended by the Board.

J. Benefits

All benefits to which a teacher was entitled at the time a leave of absence commenced will be restored to him/her upon his/her return and will be effective as of July 1 (Article XIX Duration) based on the effective date of the contract (Article XIX Duration), and he/she will be assigned to the same or a substantially equivalent position. The teacher will not advance on the salary schedule, nor earn any other benefits while on leave, except as noted in sections G (Paid Sabbatical Leave) and H (Unpaid Sabbatical Leave).

ARTICLE XIV

Compensation

A. Base Salary Schedule

The salaries and differentials of the members of the bargaining unit are set forth in Appendix B, attached to and made a part of this agreement. Initial placement on the salary schedule will be at the discretion of the Superintendent. In determining such placement, the teacher's total years of teaching experience and highest degree in a related field, related credits earned, and other educationally related experiences will be considered. Thereafter, teachers who have completed at least 50% of the school year and whose performance is satisfactory, will be given credit for one complete year of experience and placed on the appropriate step the following year. Additionally, teachers who have completed the requirements necessary to move to the next track will be placed on that track upon submission of the necessary documentation to the Superintendent. The teacher's compensation will be adjusted accordingly on a pro-rata basis for the balance of the school year. Course credits to be applied toward track movement must be related to the subjects being taught by the teacher or related to educational practices and/or responsibilities. Exceptions may be considered by the Superintendent and the Board.

B Method and Time of Salary Payment

Members of the bargaining unit will receive their first paycheck no later than the second Friday of the school year, provided the school year begins in September. Teachers may elect to receive their salary in either twenty-six (26) or twenty-one (21) bi-weekly installments. Teachers being paid by the twenty-six (26) installment method will receive a final payment consisting of the equivalent of five bi-weekly salary payments in a lump-sum payment in June of the school year. Teachers must indicate in writing that they wish to receive their pay by the twenty-one (21) check method no later than August 1 of that school year. Those not indicating such a choice will be automatically placed on the twenty-six (26) payment plan.

C. Longevity

In the contract year subsequent to the year that a bargaining unit member reaches step ten (10), that person will receive a longevity benefit of six hundred (\$600) dollars. Commencing at year fifteen (15), any person who has completed fourteen (14) years of service to the Deerfield School District as a member of the bargaining unit will receive a longevity benefit of an additional three hundred (\$300) dollars for a total of nine hundred (\$900) dollars. Commencing at year twenty (20), any person who has completed nineteen years of service to the Deerfield School District as a member of the bargaining unit will receive a longevity benefit of an additional three hundred (\$300) dollars for a total of one thousand two hundred (\$1,200) dollars. Members of the bargaining unit who have not yet reached step ten (10), but who have previously received longevity based on past contracts shall continue to receive five hundred (\$500) dollars until they qualify for the longevity benefits as described above.

D. Mileage Allowance

Teachers who are authorized by the Board to use private automobiles for school business will be reimbursed at the rate allowed by the Internal Revenue Service.

E. Teacher Retirement Benefit Plan

1. To begin the process a member of the bargaining unit of the Deerfield School District, who is fifty-two (52) years of age and has been employed full-time as a teacher in Deerfield for a minimum of ten (10) years, must submit a letter of intent to retire prior to December 1 three (3) years prior to the commencement of the planned retirement. The process may begin in the tenth (10th) year of employment. If less than three (3) years notice is given, the benefit would decrease accordingly.
2. Bargaining unit members may opt for either a lump sum payment of the retirement benefit to be granted by June 1 of each year of the benefit or payment of the benefit may be distributed as described in Article XIV, Compensation, section B.
3. Applicants who are at the top of the salary scale will receive:

\$3,000 beyond the regular contract schedule the first year
\$2,000 beyond the regular contract schedule the second year
\$1,000 beyond the regular contract schedule the third year
The total not to exceed \$6,000.

4. Any applicant not at the top of the salary scale will receive:

\$1,000 beyond the regular contract schedule for each of the three years, or upon reaching the top of the salary scale in the second or third year would continue in accordance with #3.

5. It is understood that submission of an application for the retirement incentive and its acceptance by the Deerfield School Board constitute the bargaining unit member's official resignation effective June 30 of the school year when the final incentive payment is made. However, for compelling personal reasons, the employee may apply to be reinstated.
6. The Deerfield School is obligated to accept and fund no more than three (3) retirement incentive applications during any fiscal year.
7. If the Board receives more than three (3) requests for planned retirement to commence in any given year, it shall determine those who receive planned retirement as follows:
 - a) Years of service to the District, the person with the greatest length of service being given preference;
 - b) Should there be a tie in length of service, then by the age of the eligible individuals as of August 31 of the year of planned retirement, the older individual being given preference.
8. Eligible teachers requesting and not receiving planned retirement shall be given first consideration in the next year in accordance with the criteria in Section 7 above.
9. The Board shall notify applicants whether or not planned retirement has been granted by February 1 of the year of application.

F. Separation Benefit

The District will pay certified bargaining unit members who terminate employment voluntarily or are laid off, and who have the maximum accrued sick leave at the time of separation:

Beginning with the ninth (9th) year of teaching in Deerfield twenty-five (25%) percent of unused sick leave at one hundred twenty-five (\$125) dollars per diem.

ARTICLE XV Fringe Benefits

A. Health Insurance

The Board will pay ninety(90%) percent of the premium for a single-person or seventy-five (75%) percent of two-person or family health insurance plan for each member of the bargaining unit who subscribes to such coverage. The District will pay seventy-five (75%) percent of the premium for each member of the bargaining unit and his/her domestic partner provided that the bargaining unit member and his/her domestic partner complete and submit all forms required by the medical benefits plan provider to establish his or her eligibility for benefits. The health

insurance coverage will be the managed care and point of service options of the School Care Plan offered by the New Hampshire Health Care Coalition or alternatives that have been mutually agreed upon by the Board and Association. Any such alternative shall be substantially equivalent to School Care as defined as of the date of this contract. Some teachers choosing not to subscribe to health insurance benefits for the entire contract year will receive seven hundred (\$700) dollars. The payment will be made at the end of the contract year and will be subject to normal employee payroll taxes. These teachers must sign a waiver and provide proof of health care insurance coverage elsewhere. The only teachers eligible for this benefit will be teachers already taking the benefit in full as of the end of the 1996/97 contract year. Should such a teacher opt out of the \$700 benefit at any time he/she will not be eligible to receive the benefit again under the terms of this new contract, nor will any teacher not receiving the benefit as of the end of the 1996/97 contract year be eligible to receive the benefit under the terms of this new contract. This exclusion also applies to any teacher hired subsequent to the date of this agreement.

B. Life Insurance

The Board will provide to each teacher a Group Life and Accidental Death and Dismemberment Policy in an amount no less than one and one-half (1 1/2) the teacher's annual base salary.

C. Dental Insurance

The Deerfield School District will pay eighty-five (85%) percent of the Delta Dental plan Option 3A for single, two-person or family coverage for members in the bargaining unit that participate in the plan. The District will pay eighty-five (85%) percent of the premium for each member of the bargaining unit and his/her domestic partner provided that the bargaining unit member and his/her domestic partner complete and submit all forms required by the benefits plan provider to establish his or her eligibility for benefits.

D. Course Reimbursement/Workshop Reimbursement

1. The Board agrees to reimburse teachers in the bargaining unit for up to nine (9) college credits per year in related educational practices and/or responsibilities. These courses included audited and non-credit courses. The maximum amount of individual reimbursement shall not exceed the cost of tuition and will be set at the current graduate course rate at the University of New Hampshire. These courses will require prior approval of the Principal and Superintendent with exceptions being considered by the Superintendent and the Board. Reimbursement will be paid upon the submission of the course approval form, a cancelled check showing payment for the course, and a grade report for the course. To be eligible for payment of a graded course the teacher will earn a grade of B or better unless the course in question is non-graded in which case the teacher must receive a passing grade. To be eligible for payment of an audited course the teacher will submit a grade report verifying attendance and completion of the course. If, at the end of the school year, unexpended money remains in the course reimbursement line item account, a teacher may request in writing by June 1st that additional previously approved courses be reimbursed. Course reimbursement will be made to the teacher within sixty (60) days of submission of all necessary material to the Superintendent's Office. If a teacher has taken a second semester course and does not honor his/her contract for the subsequent year, he/she will be required to refund the amount of the

reimbursement to the Deerfield School District within sixty (60) days of the start of Deerfield's school year.

Teachers who make a written request shall be entitled to advance payment for courses. Such prepayment of courses will be made from the district directly to the learning institution upon presentation of a tuition fee schedule or tuition voucher from the institution indicating that the employee is enrolled subject to tuition payment.

If an employee who has received advance payment for course work fails to meet the grade achievement provisions set forth elsewhere in this section, or fails to complete the course(s), the district shall be entitled to recover such advance payments by pro rata deductions from the employee's salary over a period of not less than ten (10) pay periods or more than fifteen (15) payments.

2. Professional days for the purpose of visiting other schools, attending meetings or conferences of an educational nature, attending workshops, seminars, practica, conferences and in-service training sessions may be granted by the Principal and Superintendent at their discretion. In the event such leave is approved, the teacher will receive full pay and will be reimbursed his/her reasonable expenses. The teacher and Principal will mutually arrange for an appropriate substitute. Payment for expenses will be made within sixty (60) days of submission of an expense report to the Superintendent by the teacher.
3. Teachers who make a written request shall be entitled to advance payment of expenses for professional days as defined above taken within a given fiscal year, provided they are recommended by the principal and approved by the superintendent prior to the date of the activity. Payment shall be made directly to the teacher upon timely receipt of a Reporting Leave Form with a request attached. Payment shall be processed and forwarded in accordance with the district's regular manifest schedule.
4. The Board shall be obligated to expend no more than the sum of thirty-five thousand (\$35,000) dollars for the purpose of one (1) and two (2) above during any school year.
5. In an effort to support staff improvement the Board may, at its discretion, expend more than is required under this Agreement. Such action will in no way obligate the Board to expend more than agreed upon in subsequent years.
6. For each year of the agreement, seven thousand five hundred (\$7,500) dollars of the workshop reimbursement funds shall be exclusively dedicated and utilized for activities, which are directly related to Deerfield School District initiatives.

E. Enrollment of Teachers' Children

A teacher may enroll his/her child at the Deerfield Community School for a tuition of two hundred (\$200) dollars per year. Before accepting the child, the Board will consider factors of class size and potential effect on the receiving class. Requests for such attendance will be on the basis of a single school year at a time. Continued attendance of the child will also be contingent upon adequate academic progress and school citizenship. In no case will transportation costs be incurred by the district.

F. Section 125

The District shall maintain an IRC Section 125 Premium Offset Plan, a Health Care Flex Spending Account Plan and a Dependent Care Flex Spending Account Plan for any member of the bargaining unit who properly submits a request in writing by May 15 for such coverage in the following contract year.

G. Long Term Disability

The Board will provide long term disability insurance (LTD) coverage from an agreed upon insurance carrier with an agreed upon LTD policy. Each bargaining unit member will receive the LTD insurance benefit. The district will pay 100% of the cost.

H. Terms of Benefits

The terms of the benefits will commence on July 1 and end June 30 as stated in the duration clause (Article XIX).

ARTICLE XVI
Grievance Procedure

A. Definition

1. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
2. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) days (Monday to Friday) of its occurrence or from the time the teacher knew or should have known of its occurrence. The following matters are excluded from the Grievance Procedure:
 - (a) Any matter for which a specific method is prescribed by law, or by any rule or regulation of the State Board of Education.
 - (b) A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.
 - (c) A complaint of a probationary teacher which is caused by his/her not being reemployed.
 - (d) Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.
 - (e) Any grievance for which the grievant or grievants or organization representing such grievance has not in writing waived the right, if any, to submit the grievance to any other administrative or judicial tribunal.

Failure of the Board or its agent to communicate the decision on a grievance within the specified time limits will permit the grievant to proceed to the next step. Failure of the

grievant in any step of this procedure to appeal a grievance to the next step within the specified time limits will be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

No reprisals of any kind will be taken by the district or teachers against any party in interest or other participation in the grievance procedure. Any grievant party in interest may be represented by counsel or by representative selected by the Association.

B. Procedure

Step 1: An individual member of the bargaining unit may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Association will be excluded from a hearing if the employee so requests; but any resolution of the grievance will not be inconsistent with the terms of this agreement.

Step 2: Any teacher who has a grievance will submit it first in writing to the Principal in an attempt to resolve the matter. The grievance must specify:

- (a) the person or persons allegedly causing the grievance
- (b) the time(s) and place(s) of the action being grieved
- (c) the nature of the grievance
- (d) the language of this agreement which has allegedly been violated or misapplied
- (e) the specific injury or loss which is claimed
- (f) the remedy sought.

The Principal will hold a hearing within five (5) days of receipt of the written grievance and will render a decision no later than ten (10) days following the receipt of the written grievance.

Step 3: If the teacher is not satisfied with the decision rendered at the previous step, the teacher may appeal the decision to the Board. Such an appeal must be in writing and must be made within five (5) days after the receipt of the decision from the previous step. All documentation presented at Step 2, along with the decision rendered will accompany the appeal to the Board. The Board or a committee thereof will review the grievance and, at its option, may request that a hearing be held with those involved in the grievance prior to making its decision. The Board will render its decision within twenty (20) days after the receipt of the appeal from the employee.

Step 4: If the grievance is not resolved to the grievant's satisfaction at Step 3, an appeal may be filed with the Superintendent within five (5) days of the receipt of the decision at the previous step. This appeal must be made in writing. All documentation presented at Step 3, along with the decision rendered at that step will accompany the appeal to the Superintendent. The Superintendent or one authorized to act in his/her behalf, will hold

a hearing within five (5) days of receipt of the appeal from Step 3 and will render a written recommendation no later than ten (10) days following receipt of the appeal. The Board will consider the recommendation of the Superintendent and will render a decision within ten (10) days.

Step 5: If the decision of the Board, after receipt of the Superintendent's recommendation, does not resolve the grievance, the Association will have the sole right to appeal that decision and the matter will be submitted to binding arbitration providing the Association notifies the Superintendent of such request in writing within ten (10) days of receipt by the Association of the Superintendent's decision as considered by the Board. The following procedure will be used to secure the services of an arbitrator.

- (a) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (c) If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (d) Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- (e) The arbitrator will limit himself/herself to the issues submitted to him/her and will consider nothing else. He/she will be bound by and must comply with all of the terms of this agreement. He/she will have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.
- (f) The Board, the aggrieved, and the Association will receive copies of the arbitrator's report. This will be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- (g) The decision of the arbitrator will be binding upon the parties provided, however, either party will have a right to appeal such decision to the New Hampshire PELRB and the New Hampshire Courts under the provisions of New Hampshire RSA Chapter 542 as amended.
- (h) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room will be borne equally by the Board and the Association. Any other expenses will be paid by the party incurring same.

ARTICLE XVII
Peaceful Resolution of Difference

In consideration of this agreement and its terms and conditions, the Association, its officers, representatives and members will not, during the terms of this agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor will the Association or its members take part in or condone "sanctions" against the Board or the School District.

ARTICLE XVIII
Savings Clause

- A. If any article of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force.
- B. It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understanding between the parties for the contract term.
- C. This Agreement may not be altered, changed, or added to, deleted from or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

ARTICLE XIX
Duration

The language, benefits and salary schedule contained in this agreement will be in effect as of July 1, 2007 and will continue in full force and effect until June 30, 2009

EMPLOYEE**EMPLOYEE #** _____**ACCOUNT #** _____

C/O SCHOOL ADMINISTRATIVE UNIT #53
 267 PEMBROKE STREET
 PEMBROKE, NEW HAMPSHIRE 03275

TRACK AND STEP _____ **ANNUAL SALARY** _____ **LONGEVITY** _____

SALARY IS BASED UPON THE _____ **SALARY SCHEDULE**

IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, THE PARTIES MUTUALLY AGREE:

1. That the _____ School Board (hereinafter called the Board) will employ the _____ (hereinafter called the Employee) for the contract year beginning on _____ and ending no later than _____.
2. That the annual salary paid to the Employee, less any deductions required by Federal and/or State Law, deductions for loss of time, and all other deductions agreed upon by the parties and authorized in writing by the Employee, shall be _____.
3. The salary quoted herein is for a school year of not more than _____ school and other professional work days.
4. That the annual salary shall be payable in bi-weekly installments commencing on _____.
5. That the Employee shall perform all duties assigned him/her in a professionally competent and lawful manner, and shall further conform to and carry out all public school laws and lawful rules and regulations relative to the conduct of the schools and employees which may be adopted by the Board and/or the New Hampshire State Board of Education.
6. That this contract may be terminated by the Board prior to its expiration date if the Employee is properly released in accordance with RSA 189:13, RSA 189:31, or applicable and appropriate Board Policies.
7. That all Board policies and implementing regulations as adopted by the Board pertaining to employment are hereby incorporated by reference and made a part of this contract, and the Employee shall comply and conform to such policies and regulations, and accepts the responsibility of being knowledgeable with said policies and regulations.
8. That this contract shall be void unless the Employee holds at the beginning of the school year an appropriate credential issued by the New Hampshire State Department of Education for the position for which he or she is employed. Further, this contract shall be void if the Employee fails to maintain such teaching credential in full force and effect throughout the school year.
9. The Board realizes that circumstances do arise in which a bargaining unit member may wish to be released from his/her contract. The Board will handle these on a case-by-case basis. Bargaining unit members will not be released from their individual contracts without agreement from the Deerfield School Board. Board action will be taken at the next regularly scheduled Board meeting after receiving such a request. Any bargaining unit member may terminate this contract as of July 1 in any given year, giving notice to the Deerfield School Board in writing no later than June 15 in such year, with no premature departure cost being levied upon the bargaining unit member. Any termination of this contract after July 1 in any given year by a bargaining unit member, except if released by the Deerfield School Board as set forth in this section, will constitute a breach of contract. At the discretion of the Board, a premature departure cost will be levied against the bargaining unit member who attempts to breach his/her contract. The premature departure cost will be \$500. Additionally, the bargaining unit member is responsible for the cost of any insurance premiums pre-paid for July and/or August insurance payments (that have not been previously repaid by the employee). Notification of termination of insurance is the responsibility of the employee.
10. That this contract shall be returned to the Superintendent or his/her designated representative no later than _____. If the Employee does not return this contract within that time, he or she will be deemed to have rejected this contract, thus creating a vacancy in this position for the next school year.
11. For Employees hired after August 2, 1997, this contract is void if the Employee fails to provide a criminal records check under RSA 189:13-a, and applicable Board policies and regulations, which is satisfactory to the Board.
12. That this contract may be terminated by mutual consent at any time.

CONTRACT MADE THIS _____ DAY OF _____, 20____, BY AND BETWEEN THE _____ SCHOOL BOARD AND THE EMPLOYEE.

In WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS ACCORDING TO RSA 189:39.

 School District

BY: _____
 Chair, School Board or Superintendent of Schools

 Employee

APPENDIX B

**SALARY SCHEDULE
2007/2008**

STEP	YEARS OF EXPERIENCE	FC	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1	29,649	31,232	31,457	31,671	33,594	33,978	34,414
2	2	31,191	32,889	33,210	33,510	35,556	35,994	36,490
3	3	32,774	34,633	35,060	35,455	37,630	38,132	38,686
4	4	34,460	36,469	37,012	37,511	39,846	40,396	41,021
5	5	36,228	38,395	39,069	39,687	42,044	42,790	43,486
6	6	38,087	40,435	41,240	42,402	44,602	45,326	46,104
7	7-8	40,041	42,574	43,534	44,422	47,201	48,016	48,876
8	9	42,094	44,827	45,950	46,997	49,949	50,859	51,818
9	10	44,249	47,197	48,505	49,717	52,859	53,867	54,933
10	11+	46,742	49,933	51,445	52,848	56,203	57,333	58,513

APPENDIX C

**SALARY SCHEDULE
2008/2009**

STEP	YEARS OF EXPERIENCE	FC	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1	30,538	32,169	32,401	32,622	34,602	34,997	35,447
2	2	32,127	33,876	34,207	34,515	36,622	37,074	37,585
3	3	33,757	35,672	36,112	36,518	38,759	39,276	39,846
4	4	35,493	37,563	38,122	38,636	41,041	41,607	42,251
5	5	37,315	39,547	40,241	40,878	43,305	44,074	44,790
6	6	39,230	41,648	42,477	43,674	45,940	46,686	47,487
7	7	41,242	43,851	44,840	45,754	48,617	49,456	50,342
8	8-9	43,357	46,171	47,329	48,407	51,447	52,385	53,373
9	10	45,576	48,613	49,960	51,209	54,444	55,483	56,581
10	11+	48,145	51,431	52,989	54,434	57,889	59,053	60,269