



MASTER AGREEMENT

between the

**FREEDOM EMPLOYEES' ASSOCIATION,
NEA-NH**

and the

FREEDOM SCHOOL DISTRICT

Freedom, NH

**July 1, 2009
to
June 30, 2010**

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ARTICLE I: RECOGNITION

Subject to the terms of provisions herein after provided, and in accordance with provisions of RSA 273-A and other applicable New Hampshire State Law, the Freedom School District recognizes the Freedom Employees' Association as the exclusive collective bargaining representative for positions listed in the bargaining unit certification as amended by PELRB decision 2008-207.

ARTICLE II: SCHOOL BOARD AUTHORITY

Subject to the terms and conditions of this Agreement and to the provisions of the Revised Statutes Annotated relating to public schools, it shall be the exclusive function of the Freedom School Board and the Superintendent of Schools to control, maintain, operate, and supervise the educational activities in the Freedom Public School; to select, train, assign, transfer and promote the professional employees, and to periodically evaluate and determine their qualifications; to discipline, suspend, or dismiss employees in the manner provided by law; to establish, change and discontinue the duties to be performed by the professional employees including the right to introduce improved methods, facilities, operations, procedures, services and techniques; to establish, modify and enforce policies and regulations regarding studies, curriculum, textbooks, conduct, student or visitor discipline, schedules, and safety regulations; and all other rights pertaining to the operation and management of the school district.

ARTICLE III: ASSOCIATION RIGHTS

A. *Pay Deductions (Professional, Paraprofessional, & Aides)*

Payroll deductions, in addition to those required by law, are possible under the following conditions.

1. The purchase of tax-sheltered annuities for all full time employees. Each participant authorizes the School District to withhold the premiums for the annuity from his/her salary.
2. Employees electing payroll deductions for a Freedom School Board approved credit union shall notify the business office on the form provided for the necessary payroll authorization. The business office will transmit credit union deductions monthly to the authorized credit union.
3. The Board agrees to deduct membership dues of the Association upon proper written notification and authorization by the employee on the basis that the employee may withdraw at any time upon thirty (30) calendar day written notice. The Board is held harmless for any disputes concerning the deduction of Association dues.

ARTICLE IV: WORKING CONDITIONS

A. Professional Staff Time Requirements

1. Work Year

The Teacher Work Year shall be no more than 180 + 5 days. One of these five days shall be the day prior to the opening of school unless that day is a Saturday, Sunday, or a holiday. The other days shall be used for programs, which provide meaningful professional growth. The days may occur prior to the opening of school or they may occur on any day provided for this purpose in the SAU #13 calendar.

2. Daily Time Requirements

As a professional, each teacher is expected to work the time necessary to accomplish the task at hand. Each teacher recognizes the professional responsibility to provide the best possible opportunity to each student, and that responsibility carries beyond the normal school day. This responsibility includes availability to meet with students and parents, to attend department and other staff meetings designed to provide meaningful professional growth or to clarify school business in general, and to participate in other school related activities at the request of the administration. However, the teachers' day usually shall not exceed one hour beyond the student's normal day.

B. Paraprofessional Staff and Aides Time Requirements

1. Work Year

The support staff work year shall be 180 days per year and shall coincide with the student year. Support staff shall be paid for a full work day for every day which the NH Department of Education credits as a full school day.

2. Holidays

All hourly employees working 20 hours per week or more shall be paid for the following holidays:

- | | |
|----------------|----------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Columbus Day | Christmas Day |
| Veteran's Day | Civil Rights Day |

C. Vacancies and Promotion

1. Assignment of Professional Personnel

The basic consideration in the assignment of professional personnel is the overall well being of the program of instruction. The appropriateness of the assignment will have a significant impact on the morale of the professional staff and the effectiveness of the total educational program.

Instructional personnel will be assigned on the basis of their qualifications, the needs of the district, and the teacher's expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first in accordance with the needs of the school district, second where the administration feels the teacher is most qualified to serve, and third as to the expressed preferences of teachers. Under no circumstances will professional personnel be assigned to positions for which they are not qualified and certified.

2. Assignment of Paraprofessionals and Aides

Paraprofessionals and aides will be assigned on the basis of their qualifications, the needs of the district, and the individual's expressed desires. When it is not possible to meet all three conditions, paraprofessionals and aides shall be assigned first in accordance with the needs of the school district, second where the administration feels the paraprofessional and aide is most qualified to serve, and third as to the expressed preferences of the individual. Under no circumstances will paraprofessionals and aides be assigned to positions for which they are not qualified and certified.

3. Promotion

When an administrative position becomes vacant, the Freedom School Board and the Superintendent will give careful consideration to members of the staff who might be qualified for the position.

D. Employee-Student Relations

1. Professionals, Paraprofessionals, and Aides

The Freedom School Board accepts the principle that the relationship of an employee and a student should be one of cooperation, understanding, and mutual respect.

2. Professional staff

As the director of learning experiences within the classroom, the teacher is expected to exercise good interpersonal relationships with each student. The teacher has a responsibility to provide an atmosphere conducive to learning, to

help the student to develop an open and inquiring mind, and to motivate each student to perform at his/her capacity.

The teacher should seek an understanding of the individual student's interests, talents, and abilities; and strive to motivate him/her to the highest possible intellectual, moral, and physical development. This should include the development of an ability to study issues without prejudice, to withhold judgments while facts are being collected, assembled, and weighed and relationships seen before drawing inferences or conclusions.

The teacher shall strive to secure individual and group discipline by leading the students into interesting classroom activities and by forming the proper room environment. Although kindness and sympathetic understanding shall prevail in handling and disciplining students, it should be backed by firmness. The two should be used together realistically.

E. Complaints Against an Employee (Professional, Paraprofessional, & Aides)

Complaints against an employee will be addressed in accordance with the policy and procedures in the Freedom Policy Manual. Anyone who wishes to complain about an employee must first meet with the employee, if dissatisfied, with the Principal, and if still dissatisfied, with the Superintendent of Schools. As an exception to this procedure, anyone who desires to make a criminal charge against an employee may do so to the Superintendent of Schools. However, no action shall be taken on such a charge until the accused has been notified of the charge, been given an opportunity to make a statement regarding it, to face his/her accuser, to produce witnesses or other evidence in his/her behalf, to be represented by legal counsel, and to take any other action which is his/her right under the rules of due process.

The Freedom School Board will not meet with any person wishing to complain about any employee until that person has followed the proper procedure.

F. Evaluation (Professionals, Paraprofessionals, & Aides)

1. Employee evaluations shall serve four purposes:
 - A. to raise the quality of performance;
 - B. to aid the individual to grow in his/her position;
 - C. to identify the individual's strengths and weaknesses;
 - D. to aid the School Board in making a decision in regard to re-employment.

Each employee shall be given the evaluation report and shall have the opportunity to discuss such report with the evaluator. After such discussion, the employee shall sign the report, but the signature does not necessarily indicate agreement with its content. If the employee disagrees with the evaluation or report, he/she

may so indicate, in writing, within one week of receipt of the evaluation report; and upon request, the written statement of disagreement shall be placed in the employee's personnel file and attached to the related document(s). At the time of signing, the employee shall be given a copy of the evaluation.

G. Records (Professionals, Paraprofessionals, & Aides)

1. Such records as the Freedom School Board deems necessary for the proper administration of the school system shall be kept on each employee. Upon written request, an employee shall have the right to review, at a time mutually convenient between the employee and the administrator, the contents of his/her file in the central office, excepting, however, any confidential references. At an employee's request, a witness of his/her choice may accompany the employee in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files. The employee may use the copy machine in the business office and pay base machine cost per copy for such contents and records as concerns his/her work or himself/herself.

H. Discipline (Professionals, Paraprofessionals, and Aides)

1. In case of dismissal or failure to be re-nominated or reelected, in addition to the rights contained in this Agreement, a teacher's rights are specified in sections 189:14, 189:14a, and 189:14b of the Revised Statutes Annotated relating to public schools. The text of these sections of the Statutes is attached (Appendix C).

I. Resignation

1. Professional Staff
 - a. Any professional employee wishing to resign shall give 30 days written notice to the Chairperson of the Freedom School Board. Any teacher, who resigns after July 1, may be required to teach in the next academic year until the Superintendent can find a replacement that is elected by the Freedom School Board.
2. Paraprofessionals and Aides
 - a. Any professional employee wishing to resign shall give 30 days written notice to the Superintendent of Schools.

ARTICLE V: GRIEVANCE PROCEDURE

The Board and the Association agree to the method defined in this Agreement to settle all grievances.

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

B. Definitions

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. An "employee" is any person in the unit covered by this Agreement.
3. "Aggrieved employee" shall refer to the person making the complaint or the Association.

C. Submission of grievance

1. The Association or an employee may submit grievances, which affect them personally and shall submit such grievances to the building principal.
2. Before submission of a written grievance the aggrieved employee must attempt to resolve it informally.
3. Each written grievance shall identify the aggrieved employee, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved employee.
4. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved employee knew or should have known of the events or conditions on which it is based.

The Board and the Association, for itself and as the representative of the professional employees, agree that the procedure defined in this Agreement shall be used to settle all grievances.

D. Procedure

A grievance shall be processed in accordance with the following procedure:

- Step 1. A grievance shall be filed in writing with the Principal of the school, and there shall be a prompt discussion of the grievance between the aggrieved employee and

Principal. The Principal shall respond in writing to the grievance received within five (5) working days.

Step 2. If the grievance is not settled in Step 1, the grievance shall be filed in writing with the Superintendent of Schools. The Superintendent shall, upon request, confer with the aggrieved employee with respect to the grievance and shall advise the aggrieved employee in writing of the decision concerning the grievance within ten (10) working days after the superintendent receives it.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee may request in writing of the hearing on the grievance with the Freedom School Board at their next regular meeting. Such request shall be given to the Superintendent at least eight (8) working days prior to the next regular Board meeting so it may appear on the agenda. The Freedom School Board shall respond to the grievance within ten (10) working days after the meeting.

ARTICLE VI: PROFESSIONAL DEVELOPMENT

A. *Course Reimbursement (Professional Staff)*

The Freedom School Board encourages teachers to avail themselves of higher education opportunities. To this end, the District shall reimburse teachers an amount not to exceed the current credit hour cost of the University of New Hampshire and in no instance more than the actual cost involved up to the maximum of twelve (12) credit hours in any one school year for any approved courses taken by a teacher. Approved course shall be interpreted to mean that the Superintendent has determined that the course has direct and meaningful application to the position held by the teacher. The course must be successfully completed with an A or B grade or equivalent passing grade if letter grades are not given for reimbursement. No more than 42 total credits per year will be paid by the Freedom School District. Distribution of the credits is to be determined by the FEA (Freedom Employee's Association).

B. *Educational Development (Paraprofessionals and Aides)*

Support staff shall be granted one paid day per year to attend a workshop that pertains to their job. The total allowance for workshop fees per year is \$300. The principal must approve the workshop prior to attendance. Workshop fees are reimbursed upon Principal approval, receipt of proof of payment, and receipt of proof of attendance.

C. *Travel Reimbursement (Professional Staff)*

The Freedom School Board agrees to pay reasonable expenses incurred for school activities, not to exceed a total yearly expenditure of \$250.00, which shall include, where applicable, mileage at the current IRS mileage reimbursement rate when teachers are requested to use their own vehicles for such activities. Such activities and expenses must be approved by the Superintendent and will be at his/her sole discretion. Except in unusual or emergency situations, such approval shall be obtained in advance.

ARTICLE VII: COMPENSATION

A. Salaries

1. Employees hired prior to June 30, 2009 will receive a salary increase of 5% for the 2009-2010 school year. Teachers on the Masters +30 step will receive an annual stipend of \$1,000.

B. New Hires

1. The 2004-2005 salary schedule will be known as the Base/New Hire Schedule. New employees will drop into the step and track schedule in the appropriate placement and will experience the same percentage increase as detailed above. The Base/New Hire schedule will experience a 2% increase annually.
2. The Base/New Hire schedule will also be used to determine the rate of pay for a support staff member when being hired by the district. Years of experience will be credited for appropriate related experience being brought to the district.

C. Payment Schedule

1. A teacher's salary shall be divided either into 22 or 26 equal biweekly payments. The balance of salary will be paid in a lump sum on the last payment in June.
2. All support staff shall be paid bi-weekly.

D. Initial Placement on the Salary Schedule

Experience within SAU #13 shall be evaluated at full credit. The Freedom School Board may approve experience outside SAU #13 for full credit upon the recommendation of the Superintendent.

E. Track Changes (Professionals, Paraprofessionals, and Aides)

An employee eligible for a track change will experience that change by receiving the increase that is represented on the Base/New Hire Schedule.

F. Longevity (Professionals and Paraprofessionals)

1. Professional Staff who have worked for the District for 15 or more years shall receive an annual longevity supplement according to the following schedule:
 - i. 15 to 19 years of employment \$1200.00
 - ii. 20 to 24 years of employment \$1500.00
 - iii. 25 or more years of employment \$2000.00
2. Paraprofessionals who have worked for the District for 15 or more years shall receive an annual longevity supplement of \$500.00.
3. This money is to be paid on or before December 1 of the school year.

ARTICLE VIII: BENEFITS

A. Medical Insurance (Professional Staff)

The Freedom School District will pay 85% for a single, 2 person, or family membership in a Health Maintenance Organization (HMO) for each employee who works 30 hours or more per week. The Freedom School Board further agrees to pay the above coverage, on a pro-rated basis, for each professional employee who works 20 hours or more per week. A professional employee electing to purchase either a POS or Indemnity Insurance Plan will be responsible for the difference between the district's portion of the cost and the plan's actual cost. Each full time professional employee who elects to decline medical insurance coverage will receive a salary supplement of \$1,100.00. This supplement is to be paid on or before Dec. 1 of the school year.

The Freedom School District may obtain such insurance from a different carrier provided the benefits are equivalent to those benefits provided by Health Source's Health Maintenance Organization Plan (HMO).

B. Medical Insurance (Paraprofessionals and Aides)

The Freedom School District will pay 96% for a single, 2 person, or family membership in a Health Maintenance Organization (HMO) for each paraprofessional or aide who works 30 hours or more per week. A paraprofessional or aide electing to purchase either a POS or Indemnity Insurance Plan will be responsible for the difference between the district's portion of the cost and the plan's actual cost.

The Freedom School District may obtain such insurance from a different carrier provided the benefits are equivalent to those benefits provided by Health Source's Health Maintenance Organization Plan (HMO).

C. Flexible Benefits and Reimbursement Account

1. Professionals, Paraprofessionals, and Aides

a. The Freedom School District agrees to maintain an "Integrated Flexible Benefits Plan" under Section 125 of the Internal Revenue Code so that all employees may have the option of having the money they personally spend on health and dental insurance premiums come to them in the form of pretax dollars. The employee may contribute up to \$1500 on a before-tax basis.

2. Professional Staff

a. The Freedom School District will provide a Medical Expense Reimbursement Account, which shall provide reimbursement for any medical expenses not covered by insurance with the exception of non-prescription medication. The School District will contribute the first \$400 to the account.

D. Retiree Medical Insurance (Professionals, Paraprofessionals, & Aides)

Any employee retiring from the Freedom School District who has worked in the district for ten (10) or more years will be eligible to purchase the health insurance plan available to active employees consistent with the terms of the collective bargaining agreement at the District's rate, to be paid for 100% by the retiree.

E. Dependent Care Reimbursement (Prof., Paraprofessionals, & Aides)

The Freedom School Board will establish a Dependent Care Reimbursement Account for employees who desire to take advantage of this tax reducing incentive. Single or married employees filing a joint return may deposit up to a maximum of \$5,000.00 into this account. The maximum contribution for married employees filing separately is \$2,500.00.

F. Dental Insurance

2/9/2009

1. Professionals, Paraprofessionals, & Aides
 - a. The Freedom School Board agrees to pay for each employee who works 30 hours or more per week, the cost of a single membership for the following coverage: Delta Dental - Coverage A, 100%, no deductible; Coverage B, 70%, no deductible; Coverage C, 50% with a contract year maximum of \$750.00.

2. Professional Staff

- a. The Freedom School Board further agrees to pay the above coverage, on a pro rated basis, for each professional employee who works 20 hours or more per week. The Freedom School Board also agrees to include a family plan with the employee paying any increase in cost beyond the cost of a single membership.

G. Life Insurance (Professional Staff)

The Freedom School Board will pay the premium for each teacher who works 30 hours or more for a Group Term Life and Accidental Death and Dismemberment Insurance Policy (\$20,000.00 life insurance / \$20,000.00 accidental death and dismemberment). The Freedom School Board further agrees to pay the above coverage, on a pro rated basis, for each teacher who works 20 hours or more per week. The selection of the Group Term Life and Accidental Death and Dismemberment Policy will be at the sole discretion of the Freedom School Board.

H. Long Term Disability (Professional Staff)

The Freedom School District will provide Long Term Disability Insurance for all professional employees who work thirty (30) hours or more per week. Long Term Disability Insurance coverage is available on the 91st day of disability continuing in accordance with the insurance policy.

ARTICLE IX: LEAVES

A. Personal Illness (Professionals, Paraprofessionals, and Aides)

1. Employees will begin the contract with a sick leave credit of twelve (12) days for professional staff and ten (10) days for support staff at their applicable salary rate for the time lost due to personal sickness. This is done on a prorated basis for any employee working less than 30 hours per week. The Freedom School Board agrees to the accumulation of sick leave up to a maximum of ninety (90) teaching days in addition to the allowable sick leave for the current year. Sick leave days may be used to attend to an ill family member residing in the household or

dependent upon the employee. Sick leave days may be used to take a family member residing in the household or dependent upon the employee to a doctor's appointment. The Principal and/or Superintendent and/or Board may request verification of the use of sick leave in any instance in which he/she has reason to believe that the use of sick leave has not been for a bona fide reason, and no action shall be against the Principal and/or Superintendent and/or Board at law or by virtue of grievance, for his/her exercise of such right. Any employee requiring additional sick leave beyond allowable and accumulated sick leave may request the Freedom School Board to grant additional time. All requests must be in writing, explaining the nature of the illness, and providing a specific number of additional sick days requested. Employees shall notify the Principal of their illness as soon as possible and in accordance with school guidelines in order to allow sufficient time for substitute arrangements, if necessary, to be made.

2. There will be no compensation for unused accumulated sick days at any time, including the time of termination of employment.
3. Absence due to injury incurred by an employee in the course of employment shall not be charged against his/her sick leave days. The Freedom School Board shall pay to such employee the difference between his/her salary, after statutory deductions and benefits received under Workmen's Compensation Act for the duration of the employee's contract and refers to only the dollar difference payment and not to the terms of the Workmen's Compensation policy which could extend beyond the terms of the employee's contract.

B. *Illness Leave Bank (Professional Staff)*

1. The Freedom School Board agrees to establish an Illness Leave Bank to cover teachers only in the event of a long-term illness. A committee composed of participating members of the teaching staff shall administer the Illness Leave Bank.
2. Each teacher wishing to be covered by the Illness Leave Bank shall agree to donate one (1) day that he/she is allowed to accrue in a one-year period. Membership in the Illness Leave Bank plan is gained by donation of these days. These days shall be deposited in the Illness Leave Bank on the first contracted workday. The donated days will be deducted from the teacher's personal accrued illness leave.
3. Membership in the Illness Leave Bank plan may begin as soon as a participating member has sick leave days to contribute. Each succeeding school year shall be a new enrollment period. The Illness Leave Bank shall accrue days from year to year to a maximum of ninety (90) days.

4. A member in the Illness Leave Bank plan shall be eligible to request short term or extended benefits from the Illness Leave Bank after an incapacitating illness or disability provided he/she has exhausted all of his/her accrued personal illness leave. Request for Illness Leave Bank benefits must be made, in writing, to the teaching staff. Such requests will be considered for approval on a first come, first serve basis. Approval of such requests shall be made at the discretion of the teaching staff. Approval of any and all requests is restricted to no more than the total number of days accrued by member donations to the Illness Leave Bank.
5. In the event that the Illness Leave Bank is dissolved at any time, the accumulated days will be distributed to the current depositors in a manner to be decided by the teaching staff but with no teacher exceeding the ninety (90) day maximum.

C. Maternity/Paternity Leave (Professionals, Paraprofessionals, and Aides)

1. Maternity/Paternity leave may be granted to a full-time employee. The leave may be terminated by the Freedom School Board prior to its expiration upon written request of the employee and written approval of the attending physician. At the expiration of the leave granted by the Board, the employee must return to duty or lose all right, title, and interest in and to his/her position.
2. The absence of either action will result in termination of employment. Upon returning to service, the employee shall be assigned to the same duties, or those of a similar nature as determined by the Freedom School Board, as were performed prior to the beginning of the absence.
3. Any employee returning to the employment of the Freedom School from maternity/paternity leave shall be regarded as retaining the period of probationary service achieved prior to her maternity/paternity leave, but none of the time on maternity/paternity leave shall count toward continuing contract rights.
4. Any employee who ceases employment due to pregnancy shall be on automatic leave for a period ending three months after the date of the birth of the child unless:
 - a) a doctor certifies that the physical condition of the employee is such that she should not resume teaching duties, in which case, such leave shall be extended to a date when she is in physical condition to return to her duties, but in no event shall such extended leave exceed nine months after the date of the birth of the child;
 - b) if the employee desires to wait until the beginning of the school year, in the fall, first following the expiration of said period, ending three months after the birth of the child, but in such event he/she shall give the Superintendent written notice of his/her intent to extend the leave at least

2/9/2009

two weeks prior to the expiration of said three months after the date of the birth of the child.

5. If the employee does not return by the employment date set forth in the preceding paragraph, all employment rights of the individual in the District shall cease.

D. Personal-Business Leave (Professionals, Paraprofessionals, and Aides)

The Freedom School Board will grant professional employees up to three (3) days and support staff up to two (2) days personal leave in any one year. Such leave shall not be cumulative from year to year. Personal leave under this paragraph shall be for an undisclosed reason. Leave under this article shall be with at least twenty-four hours advance notice to the Principal. The Principal, in unusual or emergency circumstances, may waive the notification time required. Use of personal leave shall only be granted with the approval of the Principal, but approval shall only be withheld in such instance as in the judgment of the Principal will severely hamper the school in its ability to fulfill its educating function. Prior approval from the Superintendent will be required for days that are just prior to and just after a vacation period. All employees will be required to ensure that leave is for approved reason only at the time of each request.

E. Bereavement / Illness in Family Leave (Prof., Paraprofessionals, & Aides)

All employees shall be allowed a maximum of five (5) days leave per year with pay (not accumulative) in case of death or serious illness of a member of the immediate family. The term "immediate family" shall be construed to mean spouse, children, and parents. If in the opinion of the Principal a relationship exists similar to that of the immediate family relationships, this leave may be granted.

F. Legal (Professionals, Paraprofessionals, and Aides)

If it is necessary for an employee to serve as a juror or as a witness utilized as an employee of the School District, the individual shall be reimbursed the difference between his/her regular pay and jury pay.

G. Other Leave

The Freedom School Board for good reason may grant other leaves of absence, with pay. Every leave so granted, whether treated individually or collectively over a number of years, shall not be considered as custom, habit, or precedent to justify the rights to be granted leave of the same type in the future.

H. Leave of Absence (Professional Staff)

Leave of absence, without pay, for a period of up to one (1) year may be granted at the discretion of the Freedom School Board to teachers who have taught three (3) or more years in the Freedom School District.

1. Teachers taking such leaves shall retain all accrued benefits, which were their entitlement at the Leave of absence will normally be for one (1) year in length commencing in September. Leave request will be submitted in writing by April 1st for leaves commencing September 1st. The applicant will also verify to the Superintendent his/her desire to return prior to February 15th.

A teacher whose leave of absence has been approved may buy into, at their expense, the health and dental plans while on leave.

2. A teacher returning from leave of absence shall be placed on the step of the salary schedule and in the track column he/she would have attained at the time he/she went on leave, and will not get a step for the leave of absence. Teachers taking such leaves shall retain all accrued benefits, which were their entitlement at the time of the leave, but not be entitled to any benefits normally available to teachers while on leave.
3. On return from a leave of absence, a teacher will be assigned to the same position which he/she had at the time said leave commenced, if available, or if not, to an equivalent position as determined by the Freedom School Board.

ARTICLE XI: GENERAL PROVISIONS

A. Savings Clause

If any provision of this Agreement is held to be contrary to law, then such provision shall be deemed invalid, but all other provisions shall be deemed valid and continue in full force and effect.

ARTICLE XII: DURATION

This Agreement will be in effect beginning July 1, 2009 and expire on June 30, 2010.

By mutual agreement, in writing, between the Board and the Association this Agreement may be extended beyond the designated time limitations.

2/9/2009

In witness where of the parties hereto have caused the Agreement to be signed by their respective Chairpersons attested by their respective secretary and/or clerk all on the day and year first written above.

FREEDOM EMPLOYEES' ASSOCIATION

By/s/ [Signature]
Chairperson, Freedom Employees' Association

5/26/09
Date

FREEDOM SCHOOL BOARD

By/s/ [Signature]
Chairperson, Freedom School Board

3/2/09
Date

[Signature]
Witness

Appendix B

Statutes

189:13 - Dismissal of Teacher - The School Board may dismiss any teacher found by them to be immoral or incompetent or one who shall not conform to regulations prescribed; provided that no teacher shall be so dismissed before the expiration of the period for which said teacher was engaged without having previously been notified of the cause of such dismissal, nor without having previously been granted a full and fair hearing.

189:14 - Liability of District - The school district shall be liable in the action of assumpsit to any teacher dismissed in violation of the provisions of the preceding section, to the extent of the full salary for the period for which such teacher was engaged.

189:14 - Failure to be Renominated or Reelected - Any teacher who has a professional standards certificate from the State Board of Education and who has taught for one or more years in the same School District shall be notified in writing on or before March 31st if he/she is not to be renominated or reelected. Any such teacher who has taught for three or more years in the same school district and who has been so notified may request in writing within five days of receipt of said notice a hearing before the School Board and may in said request ask for reasons for failure to be renominated or reelected. The School Board, upon receipt of such request shall provide for a hearing on the request to be held within 15 days. The School Board shall issue its decision in writing within fifteen days of the close of the hearing.

189:14b - Review of State Board - A teacher aggrieved by such decision may request the State Board of Education for review thereof. Such requests must be in writing and must be filed with the State Board of Education within ten days after the issuance of the decision to be reviewed. Upon receipt of such request, the State Board shall notify the School Board of the request for review, and shall forthwith proceed to a consideration of the matter. Such consideration shall include a hearing if either party requests it. The State Board shall issue its decision within 15 days after the request for review is filed, and the decision of the State Board shall be final and binding upon both parties.

Freedom Teacher Salary Schedule
Base/New Hire
2009/2010

Appendix A

Step	ba	b+6	b+12	b+24	ma	ma+16	m+30
1	\$27,317	\$27,862	\$28,137	\$28,598	\$31,414	\$32,789	\$34,147
2	\$29,178	\$29,762	\$30,860	\$30,860	\$33,386	\$34,788	\$36,193
3	\$30,297	\$30,903	\$31,143	\$31,982	\$34,507	\$35,908	\$37,312
4	\$31,420	\$32,048	\$32,266	\$33,104	\$35,629	\$37,032	\$38,435
5	\$32,544	\$33,195	\$33,386	\$34,226	\$36,751	\$38,152	\$39,554
6	\$33,664	\$34,226	\$34,507	\$35,346	\$37,874	\$39,275	\$40,681
7	\$34,788	\$35,346	\$35,629	\$36,471	\$38,996	\$40,397	\$41,803
8	\$35,929	\$36,469	\$36,754	\$37,594	\$40,117	\$41,518	\$42,924
9	\$37,031	\$37,771	\$37,873	\$38,714	\$41,241	\$43,641	\$44,045
10	\$38,151	\$38,914	\$38,998	\$39,838	\$42,361	\$43,766	\$45,166
11	\$39,276	\$39,838	\$40,116	\$40,958	\$43,485	\$44,886	\$46,290
12	\$40,397	\$40,958	\$41,242	\$42,079	\$44,608	\$46,008	\$47,415
13	\$41,518	\$42,080	\$42,361	\$43,204	\$45,728	\$47,129	\$48,537
14	\$42,613	\$43,174	\$43,453	\$44,297	\$46,852	\$48,253	\$49,657
15	\$43,643	\$44,205	\$44,483	\$45,327	\$47,971	\$49,375	\$50,777
16					\$49,170	\$50,499	\$51,901
17					\$40,096	\$51,590	\$52,889
18					\$51,024	\$52,682	\$54,089

Freedom Paraprofessional/Aide Salary Schedule
Base/New Hire
2009/2010

Step	Paraprofessional	Aide
1	\$8.93	\$8.42
2	\$9.19	\$8.67
3	\$9.47	\$8.93
4	\$9.75	\$9.19
5	\$10.05	\$9.48
6	\$10.34	\$9.75
7	\$10.66	\$10.05
8	\$10.97	\$10.35
9	\$11.30	\$10.66
10	\$11.65	\$10.98