MASTER AGREEMENT

between the

FREEDOM EMPLOYEES' ASSOCIATION, NEA-NH

and the

FREEDOM SCHOOL BOARD

Freedom, NH

July 1, 2011
to
June 30, 2014

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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: DEFINITIONS

Within this agreement (CBA), the term "teacher" means an employee who is certified as a teacher, is under contract as a teacher, and whose primary work is teaching.

The terms "professional staff" and "professional employee" refer to teachers and other certified, salaried professionals who are employed by the Freedom School District and are covered by this CBA. Such positions include guidance counselor, nurse, media specialist, speech/language therapist, aides, and certified paraprofessionals.

The terms "employee" and "staff member(s)" mean all members of the bargaining unit, including non-exempt employees. Neither these terms nor this CBA apply to bus drivers, administrative assistant, custodians, or principal.

ARTICLE III: 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 IV: ASSOCIATION RIGHTS

A. Pay Deductions

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 V: WORKING CONDITIONS

A. Professional Staff Time Requirements

1. Work Year

The professional staff 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.

a. If the principal deems a support staff member should participate in professional development on a non-work day, the staff member will be invited by the principal. If they do participate, they must be paid their regular hourly rate, with overtime if applicable.

b. Support staff members who are not invited to attend professional development on non-work days may do so at the discretion of the principal. Such participation will be voluntary and without compensation.

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 Personnel

The basic consideration in the assignment of 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.

Personnel will be assigned on the basis of their qualifications, the needs of the district, and the staff member'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 staff member is most qualified to serve, and third based on the expressed preferences of the employee(s). Under no circumstances will professional personnel be assigned to positions for which they are not qualified and certified.

2. 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

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 (1) first meet with the employee, (2) if dissatisfied, meet with the principal, and (3) 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 of Employees

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

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 an administrative staff member who shares responsibility 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

1. In case of dismissal or failure to be re-nominated or reelected, in addition to the rights of hourly employees and non-teacher professionals 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. Any employee wishing to resign shall give 30 days written notice to the chairperson of the Freedom School Board or the superintendent of schools. The superintendent may waive the 30-day delay in effective date if s/he feels doing so is in the best interest of the district.
   a. Any teacher who resigns after July 1 may be required to teach in the next academic year until the superintendent can find a replacement who is elected by the Freedom School Board and available to work, or until October 15, whichever comes first.
   b. Any staff member who resigns after July 1 may be required by the board to reimburse the district for pro-rated health and dental benefits between July 1 and the date their resignation is received by the board chairman or the superintendent.

ARTICLE VI: 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, 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 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.

Step 4. Arbitration. If the decision of the board does not resolve a grievance to the satisfaction of the employee and s/he wishes review by a third party, s/he must so notify the association within 14 calendar days of receipt of the board's decision. The association will then initiate a request for arbitration under Labor Arbitration Rules of the American Arbitration Association within thirty (30) calendar days of the board's decision. The decision of the arbitrator shall be final and binding. However, the arbitrator's review shall be limited to interpreting the terms of the collective bargaining agreement. The arbitrator is prohibited from adding, subtracting, or amending any terms herein. An arbitrator's ruling is subject to judicial review only in cases when either of the parties believes the arbitrator's findings exceed his or her authority.

ARTICLE VII: PROFESSIONAL DEVELOPMENT

A. Course Reimbursement (Professional Staff)

The Freedom School Board encourages professional staff to avail themselves of higher education opportunities. To this end, the district shall reimburse professional staff members for pre-approved courses 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 up to the maximum of twelve (12) credit hours in any one school year. Approved courses are those that the superintendent deems to have direct and meaningful application to the position held by the employee. For reimbursement the course must be successfully completed with an A or B grade, or equivalent passing grade if letter grades are not given. The cost of no more than 42 total credits per year will be paid by the Freedom School District to its professional staff covered by this CBA. Distribution of the reimbursements is to be determined by the FEA (Freedom Employee's Association). The FEA acknowledges that its distribution of reimbursement funds must comply with all laws and with school district policy, especially anti-discrimination policies. The administration and board shall be held harmless by FEA members from accusations of discrimination in the distribution of reimbursable credits. FEA shall be solely responsible for non-discriminatory practices.

B. Course Reimbursement (Support Staff)

The Freedom School Board encourages paraprofessionals and aides to avail themselves of higher education opportunities. The district will reimburse them for pre-approved coursework of up to 3 credit hours per employee per school year. Requests for course reimbursement must be approved

in advance by the superintendent, who is authorized to approve only those that are likely to increase the employee's capacity to contribute to the school district.

C. Educational Development (Paraprofessionals and Aides)

Paraprofessionals and aides shall be granted one or more paid day(s) per year to attend workshop(s) that pertain to their job. The total allowance for workshop fees per year is $300 per employee. This amount is all inclusive and encompasses the workshop fee, travel (IRS rate applies), lodging, meals, materials, and all other associated costs. The exception is that when an employee is *required* to participate in a specific professional development activity, the full cost of the activity shall be reimbursable, without regard to the $300 total per employee. The superintendent must approve workshop attendance in advance. Workshop fees are reimbursed upon receipt of proof of payment and proof of attendance.

D. Travel Reimbursement (Professional Staff)

1. The Freedom School Board agrees to pay reasonable expenses incurred for school activities, not to exceed a total yearly expenditure of $250.00 per professional staff member, which shall include all costs, such as mileage (at the current IRS mileage reimbursement rate), meals, lodging, materials, and workshop fees. Such activities and expenses must be approved in advance by the superintendent and will be at his/her sole discretion. When the professional development is required by the district, the number of days and amount of reimbursement per day may be exceeded, with all pre-approved costs being reimbursed.

2. If an employee's regular schedule requires travel to more than one site within a single work day, the board will reimburse the employee for mileage between the work sites at the IRS rate. This reimbursement requires the employee to provide records of the days and distances traveled. Reimbursement shall be at least quarterly. This is separate and above the above the limitation described in paragraph one of this section.

ARTICLE VIII: COMPENSATION

A. Salaries and Wages

1. Effective July 1 of 2011, new employees will be placed on the salary schedule (exempt) or wage schedule (non-exempt). (Appendix A.) Employees will not change steps during the course of this contract. Returning employees will receive cost of living adjustments. In year one of this agreement (2011-2012) the COLA increase will be 2.0%. In years 2 and 3, the COLA will be 2.5% and 3.0%, respectively. Those who qualify for a track change will receive their earned track change increase as described in paragraph E of this Article.

2. Within the term of this contract, additional monies for employee compensation will be considered by the board on the basis of merit. The amount and process for earning additional compensation must be agreed to by the association and the board and adopted as an addendum.

B. Payment Schedule

1. A professional employee's salary shall be divided either into 22 or 26 equal biweekly payments, at the employee's direction. 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.

C. Initial Placement on the Salary Schedule

Experience in a substantially similar position within SAU #13 shall be evaluated at full credit. The superintendent may approve experience outside SAU #13 for full or partial credit.

D. Track Changes

Track changes are not retroactive and take effect on the September 1 *after* (a) the employee has informed the superintendent of the change before the prior February 1, and (b) the courses yielding the track change have been completed (all class meetings have been held and all materials have been handed in).

E. Longevity

1. Professional Staff who have worked for Freedom School 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.

4. Longevity supplements will be pro-rated from 40 hours for employees working less than 40 hour weeks.

ARTICLE IX: BENEFITS

A. Medical Insurance (Professional Staff)

1. Freedom School District will pay 85% of 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.

2. 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 supplement shall be pro-rated from 40 hours for employees working less than 40 hour weeks.

3. The Freedom School District may obtain such insurance from a different carrier provided the benefits are equivalent.

B. Medical Insurance (Paraprofessionals and Aides)

1. Freedom School District will pay 96% 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.

2. 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.

3. The Freedom School District may obtain such insurance from a different carrier provided the benefits are equivalent.

C. Flexible Benefits and Reimbursement Account

1. All employees
    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 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 annually for each employee who is hired prior to July 1, 2011.

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

The Freedom School Board will establish a Dependent Care Reimbursement Account consistent with federal and state law 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

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, 80%, no deductible; Coverage C, 50% with a contract year maximum of $1000.00. The Board further agrees to pay the above coverage on a pro-rated basis for each employee who works 20 or more regular hours per week. The Board agrees to include a family plan option with the employee paying the difference between the family coverage and the amount paid by the district as described above.

G. Life Insurance

The Freedom School Board will pay the premium for each employee 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 employee 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 Insurance

The Freedom School District will provide Long Term Disability Insurance for all 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.

I. Retirement or Early Retirement

1. Any full time salaried employee may submit to the board a request for early retirement. It must be dated, signed, and submitted by November 1 of the employee's proposed final year of employment. The request will be a notification to the board of intent to early retire effective on the following June 30th, and will be in the form of a letter of

resignation. The letter represents a conditional commitment and is null and void if the board fails to approve the employee retirement benefits by December 15 of the year submitted.

2. All requests will be considered in order of seniority. The board will approve the request of the employee with most seniority if s/he has provided 15 years or more of service to the district and may approve others, even if they have not provided 15 years of service, in order of seniority.

3. Employees approved for early retirement shall receive either,

    i. A contribution of $8,000 per year for three years toward health insurance if they opt to continue to participate in the school's plan or
    ii. Cash payment of $8,000 per year for three years.

ARTICLE X: LEAVES

A. Personal Illness

1. Employees will begin the contract with a sick leave credit of twelve (12) days at their applicable salary or wage for time lost due to personal sickness. This is done on a pro-rated 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 (working days for support staff) in addition to the allowable sick leave for the current year. Sick leave days may be used to attend to an ill or injured family member. The term "family member" shall mean spouse, sibling, (step)children, and (step)parents, grandparents, and significant other. If in the opinion of the superintendent a relationship exists similar to that of the immediate family relationships, this leave may be granted. 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 s/he has reason to believe that the use of sick leave is not for a bona fide reason, and no action shall be taken against the principal and/or superintendent and/or board for his/her exercise of such right. Any employee requiring additional sick time leave beyond allowable and accumulated sick leave may request the Freedom School Board to grant additional time. All requests must be made 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

1. The Freedom School Board agrees to establish an Illness Leave Bank to cover employees only in the event of a long-term illness. A committee composed of participating members of the professional staff shall administer the Illness Leave Bank. The superintendent shall be notified of the names of staff who are donating days by each employee indicating on their contract their desire to participate by initialing where indicated.

2. The FEA acknowledges that its decisions about individual requests must comply with all laws and with school district policy, especially anti-discrimination policies. The administration and board shall be held harmless by FEA members from accusations of discrimination in the distribution of reimbursable credits. FEA shall be solely responsible for non-discriminatory practices consistent with law, regulation, and policy.

3. Each employee 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. A day must be donated by each bank member for each year in which they would like to be eligible, even if the bank's limit of 90 days is "full." These days shall be deposited in the Illness Leave Bank on the first contracted workday. The donated days will be deducted from the employee's personal accrued illness leave.

4. 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.

5. 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 chairperson of the Illness Leave Bank Committee. 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 participating members, consistent with this section. 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.

6. 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 participating members, but with no employee exceeding the ninety (90) day maximum.

C. Maternity/Paternity Leave

1. Maternity/Paternity leave may be granted to a full-time employee by the school board upon receiving a written request.
2. 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. The absence of either action will result in termination of employment.
3. Upon returning to service, the employee shall be assigned to the same duties, or those of a similar nature as determined by the administration, as were performed prior to the beginning of the absence.
4. 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 his/her maternity/paternity leave, but none of the time on maternity/paternity leave shall count toward continuing contract rights.
5. Any employee who suspends employment to give birth shall be on automatic leave for a period ending three months after the date of the birth of the child unless:

   a) she informs the superintendent in advance, in writing, of her earlier date of return.

   b. The board may extend maternity leave beyond 90 days in response to a written request. The board may require the employee to provide the superintendent with a note from the employee's or baby's doctor describing, in general, the need for more leave and the likely length of the additional leave requested. In no event shall the leave exceed nine months after the birth of the child.

D. Personal-Business Leave

1. The Freedom School Board will grant employees up to three days of personal leave in any one year for the completion of legal, personal, or other business that can not reasonably be scheduled outside of school hours. Such leave shall not be cumulative from year to year.
2. The employee shall request leave from the principal as soon as is practical after they become aware of the need.
3. 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 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.
4. All employees will be required to certify that requested personal leave is for an approved reason only at the time of each request. However, employees will not be required to disclose their reason.
5. Personal days must be used in increments of no less than half a day.

E. Bereavement Leave

Employees shall be allowed a maximum of five (5) days of leave per year with pay (not accumulative) in case of death of a member of their immediate family. The term "immediate family" shall be construed to mean spouse, sibling, (step)children, and (step)parents,

grandparents, and significant other. If in the opinion of the superintendent a relationship exists similar to that of the immediate family relationships, this leave may be granted.

F. Legal

1. If it is necessary for an employee to serve as a juror, s/he shall be reimbursed the difference between his/her regular pay and jury pay.
2. If an employee is utilized as a witness or appears before a hearing officer or court as an employee of the School District, the individual shall be paid unless they are currently serving a leave without pay.

G. Other Leave

The Freedom School Board may grant other leaves of absence, with pay or without pay and with or without benefits. 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

Leave of absence, without pay and with or without benefits, for an established period of up to one (1) year may be granted at the discretion of the Freedom School Board to employees who have worked for the district for three (3) or more years.

1. Employees taking such leaves shall retain all accrued benefits to which they were entitled at the date of their leave.

   Leave requests be submitted to the superintendent in writing by April 1st for leaves commencing September 1st and generally should be submitted 3 months or more prior to the leave. For leaves of one month or longer, the applicant will also verify their intended date of return two weeks prior to their return to work.

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

2. An employee returning from leave of absence shall be placed on the step of the salary or wage schedule he/she would have attained at the time he/she went on leave, and will not get a step for the leave of absence. Employees may earn a track change while on leave as long as the superintendent is notified consistent with Article VIII. Employees taking such leaves shall retain all accrued benefits, but may not be entitled to any benefits while on leave.

3. On return from a leave of absence, an employee 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, 2011 and expire on June 30, 2014.

By mutual written agreement the Board and the Association may extend this Agreement beyond the designated time limitations. Either party may request that the contract be reopened for negotiations during the term of the contract.

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/ _____ 5/2/11
Chairperson, Freedom Employees' Association Date

FREEDOM SCHOOL BOARD

By/s/ _____ 3/31/11
Chairperson, Freedom School Board Date

_____
Witness

APPENDIX A

Salary and Wage Schedules 2010-2011
(To be adjusted for cost of living by 2.0%, 2.5%, and 3.0% in years 1-3)

Step	ba	b+6	b+12	b+24	ma	ma+15	m+30
1	$27,317	$27,862	$28,137	$28,596	$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	$38,996	$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					$50,096	$51,590	$52,889
18					$51,024	$52,682	$54,089

Step	raprofessio	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

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 Sate 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.

APPENDIX C

TITLE XV: EDUCATION

CHAPTER 189: SCHOOL BOARDS, SUPERINTENDENTS, TEACHERS, AND TRUANT OFFICERS; SCHOOL CENSUS

School Boards, Transportation and Instruction of Pupils

Section 189:14

189:14 Liability of District. – The district shall be liable in the action of assumpsit to any teacher dismissed in violation of the provisions of RSA 189:13, to the extent of the full salary for the period for which such teacher was engaged.

189:14-a Failure to be Renominated or Reelected. –

I. (a) 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 April 15 or within 15 days of the adoption of the district budget by the legislative body, whichever is later, if that teacher is not to be renominated or reelected, provided that no notification shall occur later than the Friday following the second Tuesday in May.

(b) Any such teacher who has taught for 3 consecutive years or more in the same school district and who has been so notified may request in writing within 10 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. For purposes of this section only, a leave of absence shall not interrupt the consecutive nature of a teacher's service, but neither shall such a leave be included in the computation of a teacher's service. Computation of a teacher's service for any other purposes shall not be affected by this section. The notice shall advise the teacher of all of the teacher's rights under this section. The school board, upon receipt of said 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 15 days of the close of the hearing.

II. Any teacher who has a professional standards certificate from the state board of education and who has taught for 3 consecutive years or more in any school district in the state shall, after having taught for 2 consecutive years in any other school district in the state, be entitled to all of the rights for notification and hearing in paragraphs I(b), III, and IV of this section.

III. In cases of nonrenomination because of unsatisfactory performance, the superintendent of the local school district shall demonstrate, at the school board hearing, by a preponderance of the evidence, that the teacher had received written notice that the

teacher's unsatisfactory performance may lead to nonrenomination, that the teacher had a reasonable opportunity to correct such unsatisfactory performance, and that the teacher had failed to correct such unsatisfactory performance. Nothing in this paragraph shall be construed to require the superintendent or the school board to provide a teacher with remedial assistance to correct any deficiencies that form the basis for such teacher's nonrenomination.

IV. In all proceedings before the school board under this section, the burden of proof for nonrenewal of a teacher shall be on the superintendent of the local school district by a preponderance of the evidence.

189:14-b Review by State Board. –

I. A teacher aggrieved by such decision may either petition the state board of education for review thereof or request arbitration under the terms of a collective bargaining agreement, if applicable, but may not do both. Such petition must be in writing and filed with the state board within 10 days after the issuance of the decision to be reviewed. Upon receipt of such petition, the state board shall notify the school board of the petition for review, and shall forthwith proceed to a consideration of the matter. Such consideration shall include a hearing if either party shall request it. The state board shall issue its decision within 15 days after the petition for review is filed, and the decision of the state board shall be final and binding upon both parties.

II. The state board of education shall uphold a decision of a local school board to nonrenew a teacher's contract unless the local school board's decision is clearly erroneous.