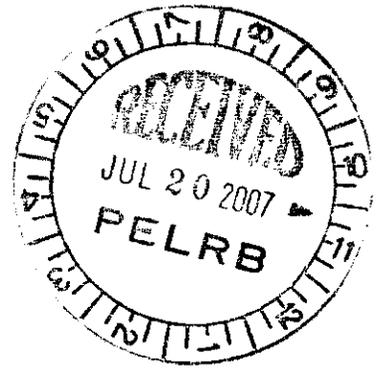


*mm*



AGREEMENT BETWEEN  
THE FREMONT SCHOOL BOARD  
AND  
THE FREMONT EDUCATION ASSOCIATION  
2007-08  
2008-09

## TABLE OF CONTENTS

- I Recognition
- II Negotiations Procedure
- III Impasse Procedure
- IV Grievance
- V Compensation and Fringe Benefits
  - a. Salary Schedule
  - b. Pay Periods
  - c. Placement on Salary Schedule
  - d. Leaves
  - e. Insurance
  - f. Professional Development
  - g. Retirement Stipend
- VI Workday
- VII Personnel Files
- VIII Fair Treatment/Just Cause
- IX Reduction in Force
- X Miscellaneous
- XI Savings Clause
- XII Zipper Clause
- XIII Duration Clause
- XIV Separation Clause
- Side Bar Agreement

## PREAMBLE

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Fremont School Board of the Fremont School District and the Fremont Education Association.

### ARTICLE 1 – RECOGNITION

For the purposes of collective negotiations, the Board recognizes the Fremont Education Association as the exclusive representative of all permanent full-time certified teachers and the nurse under written contract with the Fremont School District.

Certified teachers shall include any individual employed by the Fremont School District who deals directly with children in the classroom, the qualifications whose position is such as to require him or her to hold an appropriate credential issued by the State Board of Education under its regulations governing certification, EXCEPT that the term “Full-time Certified Teacher” does not include superintendents, assistant superintendents, principals, teacher aides and any teacher who teaches less than 50% of the teaching day and/or of the teaching week.

The Fremont Education Association agrees to represent all such certified instructional personnel in the Fremont School District designated above without discrimination and without regard to membership in the Fremont Education Association.

#### Definitions:

1. The term “teacher” means a person included in the bargaining unit.
2. The term “Board” means the Fremont School Board.
3. The term “Association” means the Fremont Education Association.

### ARTICLE II – NEGOTIATIONS PROCEDURE

The Association and the Board agree to enter collective bargaining in accordance with the procedures set forth in New Hampshire Revised Statutes Annotated 273:A.

On or before September 1, either party may submit to the other a written notice of its intention to negotiate a successor agreement concerning salaries, fringe benefits and terms and conditions of employment.

The parties shall meet at reasonable times and places to negotiate in a good faith effort to reach agreement. During such negotiations the Board and the Association will present relevant data, exchange points in view and make proposals and counterproposals.

The Board shall furnish to the Association upon request all pertinent non-confidential data and information of the district in the public domain as will assist the Association in developing constructive proposals and programs on behalf of the teachers.

Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist it in negotiations.

Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of said agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of the signing.

Any sections of the agreement which requires the expenditure of public funds for its implementation shall not be binding unless and until the necessary appropriations have been made by the School District. The Board and the Association shall make every effort to promote and secure the funds necessary to implement the agreement.

### ARTICLE III – IMPASSE PROCEDURE

If the parties fail to reach agreement within sixty (60) days prior to the budget submission date, an impasse may be declared as per RSA 273-A:12, Sections I-VI, Resolutions of Disputes.

### ARTICLE IV – GRIEVANCE PROCEDURE

#### A. Definitions:

1. A grievance is a claim of an alleged violation of a specific provision of this agreement. A grievance, to be considered under this procedure, must be initialed in writing by the teacher within 15 working days of its occurrence.

2. An aggrieved person is the person or persons making the complaint.

3. The term “days” shall be interpreted as meaning working days unless otherwise stipulated.

4. Grievance which involves matters over which the principal does not have authority to act may be filed initially at the Superintendent’s level. However, the timelines and procedures specified in Level One are specifically applicable to those grievances filed at the Superintendent’s level.

#### B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise concerning the application of the terms of this agreement.

2. Both parties agree that these proceedings will be kept as confidential as possible.

#### C. Structure:

1. The building principal is designated as the administrative representative for Level One procedure.

2. The Superintendent is designated as the administrative representative for Level Two procedure. The Superintendent may select additional persons to assist in his/her function.

3. The Board may designate an administrative representative for Level Three.

4. A grievance may be withdrawn at any level.

D. Initiation and Processing:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the grievant to process a grievance within the prescribed time limits shall constitute a waiver of further appeal and an acceptance of the administrative decision made at the last level. A decision or appeal on a grievance shall be in writing and shall be rendered within the time limit set forth.

2. Level One – Principal. Any teacher who has a grievance shall discuss it first with the principal in an attempt to resolve the matter. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he/she shall set forth his/her grievance in writing to the principal specifying: (a) the nature of the grievance and the date occurred; (b) the specific provision of the agreement alleged to have been violated; (c) the nature and extent of the injury or loss or inconvenience; (d) the result of previous discussions; (e) his/her dissatisfaction with decisions previously rendered; (f) the remedy sought. The principal shall communicate his/her decision to the teacher in writing within five (5) days of receipt of the written grievance.

3. Level Two – Superintendent. The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal must be made in writing, reciting the matter submitted to the principal, as specified in (a) through (f) above.

The Superintendent shall meet with the employee to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) school days.

The Superintendent shall communicate his/her decision in writing to the grievant and the principal within ten (10) school days after meeting with the grievant.

4. Level Three – School Board. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board shall hold a hearing with the grievant within ten (10) days of the request and render a decision, in writing, within fifteen (15) school days of the hearing.

5. Level Four – Arbitration. If the decision of the School Board does not resolve the grievance to the satisfaction of the employee grievant, and he/she wishes review by a third party, he/she shall so notify the Association within five (5) school days of receipt of the School Board's

decision. If the Association determines that the matter should be arbitrated further, it shall, in writing, so advise the Board within ten (10) school days of receipt of the School Board's decision.

E. Securing Procedure:

1. The parties agree to abide by the rules of the American Arbitration Association.
2. The arbitrator shall limit himself/herself to the issues and shall consider nothing else. He/she can add nothing to, nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be binding upon both parties subject to the provisions of RSA 542 and be rendered, in writing, within thirty (30) days from the conclusion of his/her investigation.

F. Rights of Teachers to Representation:

1. An aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by the Association or by a representative selected or approved by the Association.
2. When a teacher chooses not to be represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the principal be notified by the principal in writing that the grievance is in process. The Association shall have the right to be present and present its position in writing at the hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to the processing of a grievance.
4. Personnel Files – All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files.
5. Forms necessary for processing grievances shall be prepared jointly by the Board and the Association.

G. Costs:

The fees and expenses of the arbitrator will be shared equally by the School Board and the Association.

ARTICLE V – COMPENSATION AND FRINGE BENEFITS

- A. Salary schedules. See attached.

B. Pay Periods:

Bargaining unit members shall be paid every two (2) weeks on Friday. Employees may elect 21 or 26 equal installments. The first paycheck will be issued on the second Friday of the teacher work year and the last pay will be disbursed with the 21<sup>st</sup> installment..

C. Placement on Salary Schedule:

1. Experienced Teachers Entering the District: Preparation and years of teaching experience before entering the district shall be evaluated by the Superintendent and the School Board. This shall serve as the basis for placing an incoming teacher on an appropriate step. The Board reserves the right to place a teacher at a higher or lower point on the schedule than said teacher's training and experience shall warrant.

2. Credit For a Full Year of Teaching: A teacher teaching in the Fremont School District for 91 full days or at least 50% time for 180 days or longer in any school year will be given credit for a full year on the salary schedule.

3. Placement on Advanced Education Column: To be eligible for placement on an advanced education column the teacher must have completed all necessary graduate credits prior to September 1<sup>st</sup> and/or February 1 of the school year. Upon recommendation of the Superintendent and approval of the Board, credit will be allowed for undergraduate credited courses. The teacher must have transcripts documenting graduate course work on file in the SAU Office no later than October 31<sup>st</sup> and/or March 31<sup>st</sup> of the school year. Actual salary adjustment will not take place until transcripts are filed in the SAU Office. Under no circumstances shall a teacher's salary be adjusted if documenting transcripts are not on file in the SAU Office by the deadlines.

A teacher must give written notice to the SAU #83 Office by December 1<sup>st</sup> of the year previous to a school year in which he/she anticipates a lane change on the salary schedule.

4. School Nurses: School nurses with bachelor's degrees shall be paid on the salary schedule in Section V(A). School nurses who do not hold bachelor's or higher degrees shall be paid eighty percent (80%) of the salaries in the bachelor's track of the salary schedules in Section V(A).

D. LEAVES.

1. Sick Leave: Sick leave will be granted at the rate of fifteen (15) days per year and accumulative to one hundred twenty (120) days. Sick leave shall be interpreted to mean absence due to personal illness or illness in the immediate family. Immediate family is defined as spouse, life partner, significant other, unmarried children or dependent family residing in the employee's household. A teacher may utilize up to fifteen (15) days of his/her annual allotment of sick leave for the illness of his/her father, mother, father-in-law, mother-in-law, grandparents or siblings.

a. If abuse of sick leave is suggested the principal or superintendent shall so notify the teacher, in writing. The reasons for this notification shall be clearly stated and defined. If a teacher is absent for five (5) consecutive days after the receipt of the notification, the teacher shall be required to furnish satisfactory medical proof of illness.

b. The teacher may buy back unused sick leave (this means sick leave granted within the current school year) at a rate of \$70.00 per day. The teacher must notify the superintendent in writing of his/her intent prior to May 1 of the applicable year.

c. On or before October 1 of each year, a teacher shall be given an annual accounting of her/his credited and accumulated sick leave as of the first work day of the work year.

2. Sick Leave Bank: A bank of sick days shall be formed at the beginning of the school year, with each teacher donating three (3) of his/her own days. Should the bank become exhausted, teachers may voluntarily donate days later in the year. The sick days in the bank shall be available for use by teachers whose own sick days become exhausted.

A teacher wishing to make use of the sick leave bank shall submit an application and a letter from a doctor to a committee consisting of the building principal and two teachers selected by the association. The committee shall make a decision based on the merits of the case, and, if appropriate, shall assign sick leave bank days accordingly.

At the end of the school year, unused sick leave bank days shall be returned to the donors, returning in equal number of days to each teacher. Should there be extra days due to partial use of the bank, which are not sufficient in number to be returned equally to the teachers, these excess days shall remain in the bank for use the following year.

If the accumulated days fall below 30 in a contract year, members may donate added days to the sick bank.

On or before October 1 of each year, teachers shall be given an annual accounting of sick bank days as of the first work day of the work year.

3. Personal Leave: Personal leave will be granted at the rate of three (3) days per year. The principal shall be notified at least forty-eight (48) hours in advance of such leave, except in the case of emergencies. Except in emergency situations approved by the superintendent or his/her designee, under no circumstances shall personal leave be granted on the day immediately prior to or immediately following a school holiday or vacation period. Personal leave is not accumulative.

4. Bereavement Leave: Bereavement leave will be granted at the rate of five (5) days per year for death of a spouse, children/dependents, father, mother, father-in-law, mother-in-law, grandparents, siblings, grandchild, life partner or others.

Additional day(s) may be granted by the superintendent on a case by case basis.

5. Childbearing and Childrearing: A leave of absence without pay and other fringe benefits shall be granted to a teacher for the purpose of childbearing and childrearing.

A teacher who is pregnant shall be entitled to a leave of absence of up to one school year beginning anytime after the commencement of her pregnancy. The school board may grant a

continuance to this leave of absence to provide continuity of instruction. The teacher shall notify the superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

Disability resulting from pregnancy, miscarriage or childbirth shall entitle a teacher to collect sick leave while on the leave of absence in accordance with federal law, but only while actually disabled as determined by competent medical authority.

A male teacher shall be entitled, upon request, to a leave of absence of up to one school year immediately following the birth of his child. The teacher shall notify the superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

Adoptive leave of absence, upon request, shall be granted for up to one school year immediately following the adoption. The teacher shall notify at least thirty (30) days prior to the date on which the child is physically turned over to the teacher-parent, except in cases of emergency.

Any teacher granted a leave of absence for reasons of childbearing or childbearing may arrange with the SAU Office to continue his/her insurance program by making personal payments. Such payments would be made by the teacher to the SAU Office in advance of the month due.

6. Leave of Absence: A leave of absence for a continuous school year or any portion thereof without pay or other benefits may be granted by the board upon the recommendation of the superintendent and the principal. A letter of application shall be submitted to the superintendent and principal at least sixty (60) days in advance.

All benefits to which the teacher was entitled at the start of his/her leave, including unused sick leave, shall be restored upon return. Upon return to duty, the teacher shall be assigned to his/her original position, plus or minus one (1) grade level, provided she/he has the proper certification. A teacher may agree to accept an alternative assignment.

The teacher granted a leave of absence may arrange with the SAU Office to continue his/her insurance program by making personal payments. Such payments would be by the teacher to the SAU Office in advance of the month due.

All benefits shall be pro-rated for leaves which are less than one year in duration. However, with the exception of the teacher who works at least 50% of the school year, no credit will be granted in terms of salary step.

7. Less Than Full-Time Employees: Sick leave, personal leave, bereavement leave and all other leaves shall be pro-rated for those teachers who work less than full-time. Pro-ration will be equal to the percentage of time worked.

8. Jury Duty: Teachers called to jury duty will receive their regular compensation from the school district. A teacher will return monies paid by the court for jury duty to the School District.

9. Perfect Attendance: A teacher having perfect attendance for either the first or the second semester of the school year will receive \$150. A teacher having perfect attendance for both semesters will receive a total of \$300. Perfect attendance means 185 days of attendance. Exception shall be made for Superintendent approved professional development. The perfect attendance shall be paid at the end of the school year during which the teacher earns it.

10. Unpaid Leave: Upon written request of a teacher, the Board at its sole discretion may grant unpaid leave to the teacher.

E. INSURANCE:

1. Health Insurance: An employee hired on or after July 1, 2004, may choose from the following health care providers/plans for his/her medical insurance: Matthew Thornton or Blue Choice. John Connor, Deborah Gobeil, Nancy Lathrop and Julie Wilson shall be the only participating and grandfathered employees to receive Blue Cross/Blue Shield JY as an insurance option. The District shall pay any of those receiving Blue Cross/Blue Shield JY \$3500 as a one-time incentive to leave JY provided that that payment will be made over two (2) years (\$1,750 each year) and provided further, that anyone leaving Blue Cross/Blue Shield JY may not return to that coverage once they receive the first payment.

Any employee who notified the District in writing that he/she wishes to waive his/her applicable health insurance coverage will receive a payment of \$700.00.

The District will pay towards the employee premiums at the following levels:

<u>Matthew Thornton</u>	<u>2007-08</u>	<u>2008-09</u>		
Single, 2 Person, or Family			90%	89%
<u>Blue Choice</u>				
Single, 2 Person, or Family			84%	83%
<u>Blue Cross/Blue Shield JY</u>				
Single, 2 Person, or Family			80%	80%

Teachers will have at least 30 days to elect to change plans for the coming year. A teacher may elect to change plans only during this 30-day period.

2. Dental Insurance: The school district will pay 100% of the teacher's annual premium at the single membership rate.

The dental insurance plan will be Northeast Delta Dental Plan, Contributory Plan I, Coverage A-100%, Coverage B-80% and Coverage C-50%. This is a \$25.00 deductible policy.

Employee may elect to take 2-person/family dental insurance at the employee's net expense (2-person/family premium minus single premium cost), subject to the insurer's permission.

3. Life Insurance: The school district will pay 100% of the teacher's annual premium of a term life insurance. This policy will be equivalent to the teacher's salary, but no less than \$30,000. The insurance carrier is at the option of the Board.

4. Life Insurance for Retirees: Teachers retiring from the District may continue life insurance coverage at levels specified in the Agreement, provided that the carrier so allows, and provided further that the retiree(s) pay the entire cost of the premium.

F. PROFESSIONAL DEVELOPMENT:

1. Professional Days: Teachers may be granted professional days for activities that meet any of the following criteria:

- a. Defined need of the school district
- b. Related to the teacher's area of assignment
- c. Defined need of teacher's staff development plan or annual goals
- d. Approved by superintendent as meeting other criteria

Teachers shall request such leave in writing at least two (2) weeks in advance. All professional day requests shall be made to and approved by the superintendent.

The Board encourages teachers to use professional days to improve their teaching skills. The Board agrees to reimburse the teacher or issue a purchase order for conference workshop or meeting fees, not to exceed \$185 per day.

In order to be reimbursed, a teacher must submit satisfactory proof of payment and attendance to the SAU Office within 30 days of completion of the conference, workshop or meeting. In the case of a purchase order, a teacher must submit satisfactory proof of attendance to the SAU Office within 30 days of the completion of the conference, workshop or meeting. Failure to do so could result in the cost of the conference, workshop or meeting being deducted from the teacher's salary.

Further, total reimbursement for all such leave during the school year shall not be more than \$9000.

The Fremont Education Association will have one professional day for Association use.

2. Course Reimbursement: Teachers taking approved graduate level courses will be reimbursed by the district or may apply for a purchase order from the district for up to an amount equivalent to the maximum of eight (8) graduate credits per year at the UNH in-state graduate per credit hour rate. All courses must have prior approval. Application for approval must be made in writing to the Superintendent at least three weeks prior to the first day of class. The Board may grant approval for undergraduate courses upon recommendation of the superintendent.

Courses shall be eligible for approval if they meet any of the following criteria:

- e. Defined need of the school district
- f. Related to the teacher's area of assignment
- g. Defined need of teacher's staff development plan or annual goals

- h. Approved by superintendent as meeting other criteria.

To qualify for reimbursement or payment of a purchase order, the teacher must agree to remain in the Fremont School District for at least one semester after completion of such course(s). If the teacher leaves the District before this one-semester period expires, with the exception of disability or non-renewal of contract, the teacher will be responsible to pay back the District the full amount paid by the District. If the teacher does not receive a grade of "C" or better, the teacher shall also reimburse the full amount to the district.

This clause will be in effect until the total amount, which has been budgeted for this purpose, has been spent. The budgeted amount will be \$30,000.

No teacher may be approved for reimbursement of more than 4 credits per semester or term as determined by the providing education institution. Exceptions may be made for school-sponsored courses. This clause is in effect to give equal opportunity for all teachers to apply for available funding.

3. Transportation: Transportation costs will be paid at the IRS rate per mile when approved by the building principal and when transportation is not provided by the school district and when personal vehicles are used for school business.

G. RETIREMENT STIPEND:

1. a) Eligibility: A full-time teacher shall be eligible for the following retirement stipend if the teacher is certified as a teacher by the New Hampshire Board of Education at the time of retirement, has completed at least twenty consecutive years of full-time employment as a teacher by the School District immediately prior to retirement, and has submitted a signed, written notice of intent to retire to the Superintendent no later than November 1 of the teacher's last school year of work.

b) Retirement Stipend: The School District shall pay a retirement stipend of ten thousand dollars (\$10,000) to an eligible retiring teacher on or before the July 30 immediately following the last day of the teacher's employment. A maximum of two eligible retiring teachers per year may receive this stipend. In the event that more than two retiring teachers are eligible for this stipend in the same year, the two teachers with the longest consecutive employment by the School District as full-time teachers shall receive the stipend.

2. Upon retirement from the Fremont School District all full-time teachers and the school nurse shall be awarded a sum of money equal to the daily certified substitute pay (at that point in time) multiplied by the number of accumulated sick leave days at the time of retirement. Example: A teacher has 30 accumulated sick leave days as of June 30<sup>th</sup> (time of retirement) and the substitute pay for that year is \$30 per day, the teacher would receive a stipend of  $30 \times \$30$  (substitute pay rate) = \$900.00.

To be eligible for this stipend a teacher must officially retire from teaching according to RSA 100-A.

Application for this retirement stipend shall be made at the same time the teacher completes his/her application for service retirement to the State Retirement System.

In order for the Fremont School Board to more accurately formulate an operating budget, it is desirable for a teacher who definitely plans retirement to notify the superintendent of schools by January 1<sup>st</sup> the year prior to retirement.

H. Extracurricular Compensation:

Staff Development Coordinator (1 position)	\$1500
Student Council Advisor (1 position)	\$500
Drama Club (1 position)	\$1500
Yearbook Advisor (1 position)	\$500
Overnight Trip Coordinator (3 positions \$500 each)	\$1500
Overnight Trip Supervisors 12 people @\$50 night x 3 trips x 4 nights	\$7200
Science Club (1 position)	\$1500
Newsletter/website (1 position)	\$2500
Literacy Club (1 position)	\$1500
Eagle League (middle school 1 position)	\$2500
Band/Chorus (1 position)	\$1500
Athletic Director (1 position)	\$2500
Coaching	\$4500
Fall – 3 @ \$1500 Volleyball, soccer, overflow	
Winter – 3 @ \$1500 Girls and Boys Basketball and one overflow	\$4500
Spring – 3 @ \$1500 Baseball, softball and track	\$4500
Cross Country 2 @ \$800	\$1600

ARTICLE VI – WORKDAY

A. Schedule

Teachers will be required to report 15 minutes before the morning opening bell and will be required to stay 30 minutes after the afternoon closing bell and may be required to attend staff, faculty, department, grade-level team and committee meetings for up to 60 minutes after the afternoon closing bell on average of 2 times per month but no more than 20 times per year, with 1 month prior notice except in case of emergency. In addition, teachers shall attend up to 3 evening events per year as designated by the administration.

B. Duties

Teachers with morning bus/playground duty shall be required to report as assigned.

C. Lunch Period

All full-time teachers in Fremont shall receive a 30-minute, daily, duty free lunch period unless, due to teacher absenteeism or any other unforeseen emergency, the principal finds it necessary to require a teacher to temporarily accept a noon assignment.

D. Meetings.

As members of the bargaining unit in the Fremont School District teachers will be encouraged to attend all after school activities

E. Work Year

The teacher work year will consist of 185 days including 180 regularly scheduled pupil attendance days and five (5) days of meetings, workshops, training and similar activities. At least one of the five non-instructional days shall be scheduled by the Board immediately prior to the first student day for preparation and planning.

F. Preparation Periods

Teachers shall be granted at least 4 preparation periods per week. Said periods will be developed by using the departmental and/or art, music, physical education schedules to free the teachers. No preparation period shall be less than thirty (30) minutes in length. Each teacher shall receive at least four (4) preparation periods totaling one hundred sixty (160) minutes in a given week.

ARTICLE VII – PERSONNEL FILES

A. A teacher shall have the right to review the contents of his/her personnel file and to receive copies of any documents contained therein. A teacher is entitled to have a representative of the Association accompany him/her during such review.

B. No material shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material and be given a copy of such. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. A teacher shall have the right to submit a written answer to such material and his/her answer shall be attached to all copies.

C. In the event that the administration removes any material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.

ARTICLE VIII – FAIR TREATMENT/JUST CAUSE

A. In the event that in the opinion of the Superintendent a deficiency in a teacher's performance could result in termination of employment, reduction in rank or compensation, the teacher shall be notified in writing by the administration of the deficiency.

The administration shall clearly state the deficiency, in writing, state the expected corrections, and the teacher shall be given a reasonable period of time for such correction.

When such deficiencies are presented to the teacher by the administration, the teacher will be entitled to have present a representative from the Association.

B. No teacher shall be discharged, reduced in rank or in compensation without adequate reason and/or just cause. In addition the reason will be provided to the teacher and to the Association.

C. Sections (A) and (B) shall apply to, and cover only those teachers in the District who have taught for three consecutive years or more in the District, or two consecutive years in the District after having taught three or more consecutive years in another public school district in the State, in accordance with RSA 189:14-a, I(b) and II.

#### ARTICLE IX – REDUCTION IN FORCE

A. As soon as a reduction in force is seriously contemplated, the superintendent of schools shall notify the president of the Association and all of the teachers in the specific classifications upon which it is contemplated a position will be eliminated. Classifications are as follows:

- a. Regular teachers, grades 1-8,
- b. special education and remedial reading teachers,
- c. all other teachers.

B. The Board shall make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many positions as possible through attrition.

C. In identifying which teachers to release, the Board shall consider the following factors: certification, academic preparation,, professional growth, job performance, experience in certified area, ability and overall effectiveness. All factors being equal, then seniority will be considered in making the final determination. Seniority is defined as the total number of years continuously employed in the District.

D. Teachers whose positions have been identified to be eliminated shall have the right to be offered a contract for the following two school years if a position for which the teacher is certified becomes vacant and available. If more than one teacher is laid off due to reduction in force, rights to vacant positions shall be in the reverse order of layoff.

#### ARTICLE X – MISCELLANEOUS

Copies of this agreement between the Board and the Association shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed by the parties. A

copy of the Agreement shall be distributed to all teachers now employed or hereafter employed. Further, that the Board shall furnish ten (10) copies of the Agreement to the Association for its use.

#### ARTICLE XI – SAVINGS CLAUSE

If any provision of the Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all provisions or applications shall continue in full force and effect. If any provision is found to be contrary to law the parties shall meet within thirty (30) school days of such legal determination, for the purpose of adjusting the articles affected so that it will be in accordance with the law.

#### ARTICLE XII – ZIPPER CLAUSE

The Board and the Association agree that each party has had an opportunity to negotiate salaries, fringe benefits, terms and conditions as provided in this Agreement, and further negotiations will be conducted on any item whether contained herein or not during the life of this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

#### ARTICLE XIII – DURATION CLAUSE

The provisions of this Agreement will be effective as of July 1, 2007, except as otherwise provided herein, and will continue and remain in full force and effect until June 30, 2009, and thereafter renew itself automatically for successive terms of one (1) year or until a successor Agreement has been ratified.

The parties have caused this Agreement to be signed by their respective chairperson and respective negotiations committee chairperson, all in the day and year first written above.

#### ARTICLE XIV – SEPARATION CLAUSE

Any employee under contract with the Fremont School District who seeks or is contacted for employment elsewhere shall immediately inform the prospective employer that he/she is under a contractual obligation to the Fremont School District. If said employee becomes a finalist for a position elsewhere, the employee will immediately notify the District. Upon written notification from the employee that he/she wishes to accept a position elsewhere, the District will make a good faith effort to secure a replacement deemed qualified by the District.

However, said employee under contract to the District shall not be released from his/her contractual obligations to the District until such time as a replacement deemed to be qualified by

the District is hired, or until thirty two (32) calendar days has elapsed from the date which the contracted employee requested that he/she be released from his/her contractual obligations, whichever comes first.

If a contracted employee fails to conform to these requirements, said person will bear all costs associated with the abrogation of his/her contract including, but not limited to, all legal fees and costs which the Board may incur in enforcing this provision and any and all other costs associated with locating and securing a qualified replacement.

FREMONT EDUCATION ASSOCIATION

FREMONT SCHOOL BOARD

Mary P. Hale

Christine Keneway

Scott Muggs

Marian Guidoboni

Debra A. Alma

[Signature]

Date: 2/24/07

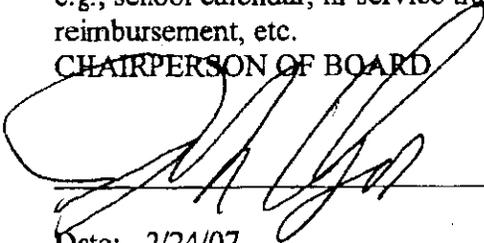
Margaret S. Lewicki

[Signature]

Side Bar Agreement Between the Fremont School Board and the Fremont Education Association

Joint Board/Teacher Committee: The Association and Board agree to form a joint labor/management committee. This committee will be comprised of three members appointed by the Association and three members appointed by the Board. This committee may discuss and make recommendations to the teaching staff and the Board on any matter of mutual concern, e.g., school calendar, in-service training, professional development, workday, course reimbursement, etc.

CHAIRPERSON OF BOARD



Date: 2/24/07

PRESIDENT OF ASSOCIATION

Mary P. Hale  
March 6, 2007

### FY08 Salary Schedule

Step	Track 1 - B	Track 2 - B15	Track 3 - B30	Track 4 - M	Track 5 - M15	Track 6 - M30
1	29,696	30,695	31,732	32,798	33,909	35,054
2	30,695	31,732	32,798	33,909	35,054	36,241
3	31,732	32,798	33,909	35,054	36,241	37,471
4	32,798	33,909	35,054	36,241	37,471	38,743
5	33,909	35,054	36,241	37,471	38,743	40,057
6	35,054	36,241	37,471	38,743	40,057	41,419
7	36,241	37,471	38,743	40,057	41,419	42,829
8	37,471	38,743	40,057	41,419	42,529	44,287
9	38,743	40,057	41,419	42,829	44,287	45,793
10	40,057	41,419	42,829	44,287	45,793	47,357
11	41,419	42,829	44,287	45,793	47,357	48,975
12	42,829	44,287	45,793	47,357	48,975	50,646
13	45,568	47,026	48,533	50,097	51,715	53,385
14 (Max)	48,268	49,726	51,233	52,797	54,415	56,085

### FY09 Salary Schedule

Step	Track 1 - B	Track 2 - B15	Track 3 - B30	Track 4 - M	Track 5 - M15	Track 6 - M30
1	30,696	31,695	32,732	33,798	34,909	36,054
2	31,695	32,732	33,798	34,909	36,054	37,241
3	32,732	33,798	34,909	36,054	37,241	38,471
4	33,798	34,909	36,054	37,241	38,471	39,743
5	34,909	36,054	37,241	38,471	39,743	41,057
6	36,054	37,241	38,471	39,743	41,057	42,419
7	37,241	38,471	39,743	41,057	42,419	43,829
8	38,471	39,743	41,057	42,419	43,829	45,287
9	39,743	41,057	42,419	43,829	45,287	46,793
10	41,057	42,419	43,829	45,287	46,793	48,357
11	42,419	43,829	45,287	46,793	48,357	49,975
12	43,829	45,287	46,793	48,357	49,975	51,646
13	46,568	48,026	49,533	51,097	52,715	54,385
14 (Max)	49,268	50,726	52,233	53,797	55,415	57,085