Master Agreement

By and Between

The Bedford School Board and the

Bedford Education Association

For the Period

July 1, 2015 through June 30, 2017

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Agreement

THIS AGREEMENT made and entered into on this 31st day of March 2015, by and between the Bedford School Board, hereinafter referred to as "Board," and the Bedford Education Association, hereinafter referred to as "Association."

Prologue

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

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

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

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

to resolve issues that might impair the working relationship.

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

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

Article I

Recognition

1.1 The Board recognizes the Association as the exclusive representative for collective bargaining purposes of all full and part time employees who are employed by the District in positions that require certification by the New Hampshire Department of Education and who are nominated by the Superintendent and elected by the Board. In addition, those employees of the District who are in the following positions will also be included in the bargaining unit represented by the Association: Assessment Specialists, Occupational Therapists, Speech Language Pathologists, and Physical Therapists. Excluded are the Superintendent, Assistant Superintendent, Chief Financial Officer, Directors, Curriculum Coordinators K-8, Principals, Assistant Principals, Deans, Athletic Administrator, School to Career Coordinator, and all other employees of the District. The Association agrees to represent all the personnel in the unit described above without discrimination and without regard to membership in the Association. This recognition shall not preclude the Board from communicating with, consulting or dealing with any individual employee or a group of employees for any purpose the Board may deem desirable in the discharge of its responsibilities, nor shall it preclude any employee from appearing before the Board in his/her own behalf on matters pertaining to employment relations with the District. Any bargaining unit member may, at his/her option, be accompanied by a representative of the Association in any such appearance before the Board. The Board agrees not to make any agreement with any employee described in the first sentence of this paragraph that violates the provisions of this Master Agreement.

Article II

Management Clause

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

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

Article III

Employee Rights

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

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

1. Verbal warning
2. Written warning
3. Suspension
4. Discharge

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

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

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

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

Article IV

Strikes, Sanctions, Resignations, Lockouts and Other Activities Prohibited

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

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

Article V

Compensation

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

5.2 For each school year, newly hired teachers will be placed on the salary schedule based on their years experience as of June 30 of the previous school year and their education degree. For each salary track on the salary schedule, the highest salary will be considered the education degree track's "career rate" for the school year.

Teachers receive a career rate adjustment according to the following schedule.

- Teachers with 20-24 years experience: $750
- Teachers with 25 – 29 years experience: $1,000
- Teachers with 30 or more years experience: $1,250

The career rate adjustment payment is made in the final pay period of the contract year.

Bargaining unit members whose previous year's salary exceeds the "career rate" in the appropriate education degree track are considered "off" the salary schedule.

5.3 Teachers who are "off" the salary schedule who increase their education degree to the next track will receive additional salary as noted below:

Bachelor's to Bachelor's +15	$1,369
Bachelor's +15 to Bachelor's +30	$1,369
Bachelor's +30 to Master's	$1,026
Master's to Master's +15	$1,369
Master's +15 to Master's +30	$1,369

5.4 If at any point in time a teacher's salary that is "off" the salary schedule becomes less than the "career rate" for his/her track, he/she will move "on" the schedule and remain on the schedule.

5. 5 A teacher who attains the necessary credits by the beginning of a new school year, and has the transcripts into Central Office by November 1, will be placed at the appropriate experience row/degree column. If a staff member has difficulty obtaining a copy of his/her transcript, a written request for an extension may be made in writing to the Superintendent prior to November 1.

5.6 Curriculum facilitators, if any, shall receive two thousand four hundred dollars ($2,400) additional annual compensation for each year of this Master Agreement. Salary differentials for specialists shall be eliminated, provided that those specialists currently receiving a three hundred dollar ($300) differential will continue to receive that amount.

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

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

5.9 Newly hired bargaining unit members with prior public school teaching experience will be placed on the salary schedule reflecting their experience and education degree, provided that no newly hired bargaining unit member will be placed at an experience and education degree on the salary schedule higher than that of a current bargaining unit member with the same experience and education degree. The Superintendent may offer a one-time hiring bonus. The hiring bonus would not be considered part of the base salary. Section 5.9 supersedes Section 5.8 for the period effective July 1, 2015, through June 30, 2018. Section 5.9 expires on June 30, 2018.

Article VI

Insurances

6.1 Medical Insurance

The Board agrees to provide hospital/medical insurance coverage under Blue Choice Managed Care with $20 copay per office visit and $10/$20/$45 Rx plan, the Matthew Thornton Blue plan with $20 office visit copay, the Matthew Thornton Site of Service plan with $25 office visit copay, or Preferred Blue (HSA) for the period through 2017. For the 2015/16 and 2016/17 school years:

- For the Blue Choice Managed Care ($20 office visit copay) the District shall pay:
  - Ninety-two percent (92%) of the single premium
  - Eighty-eight percent (88%) of the two person premium for 2015/2016 and Eighty-seven percent (87%) of the two person premium for 2016/2017
  - Eighty-four percent (84%) of the family premium for 2015/2016 and Eighty-three percent (83%) of the family premium for 2016/2017
- For the Matthew Thornton Blue ($20 office visit copay) the District shall pay:
  - Ninety-two percent (92%) of the single premium
  - Eighty-nine percent (89%) of the two-person premium
  - Eighty-five percent (85%) of the family premium
- For the Matthew Thornton Site of Service ($25 office visit copay) the District shall pay:
  - Ninety-two percent (92%) of the single premium
  - Eighty-nine percent (89%) of the two-person premium
  - Eighty-five percent (85%) of the family premium
- For the Preferred Blue "Lumenos" HSA ($2,500 plan) the District shall pay:
  - Ninety-eight percent (98%) of the single premium
  - Ninety-six percent (96%) of the two-person premium
  - Ninety-four percent (94%) of the family premium

For bargaining unit members who are "off" the salary schedule as defined in Article V Section 5.2:

- For the Blue Choice Managed Care ($20 office visit copay) the District shall pay:
  - Ninety-three percent (93%) of the single premium
  - Ninety-one percent (91%) of the two-person premium
  - Eighty-eight percent (88%) of the family premium
- For the Matthew Thornton Blue ($20 office visit copay) the District shall pay:
  - Ninety-three percent (93%) of the single premium
  - Ninety-one percent (91%) of the two-person premium
  - Eighty-eight percent (88%) of the family premium
- For the Matthew Thornton Site of Service ($25 office visit copay) the District shall pay:

- Ninety-three percent (93%) of the single premium
- Ninety-one percent (91%) of the two-person premium
- Eighty-eight percent (88%) of the family premium

The District will contribute towards the Health Savings Account (HSA) at the following levels for the first seven (7) ~~five (5)~~ years of the employee's selection of the HSA plan during the term of this Master Agreement:

Year 1	HSA contribution of $1,250 for the single plan and $2,500 for the two-person and family plans.
Year 2	HSA contribution of $1,000 for the single plan and $2,000 for the two-person and family plans.
Year 3	HSA contribution of $750 for the single plan and $1,500 for the two-person and family plans.
Year 4	HSA contribution of $450 for the single plan and $1,000 for the two-person and family plans.
Year 5	HSA contribution of $400 for the single plan and $750 for the two-person and family plans.
Year 6	HSA contribution of $350 for the single plan and $700 for the two-person and family plans.
Year 7	HSA contribution of $300 for the single plan and $650 for the two-person and family plans.

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

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

The District will provide a breakeven payment to professional staff whose salary increases, prior to the career rate adjustment, are less than the cost of the 1% medical insurance premium rate shift. This includes both teachers on and off the schedule. This applies to FY16 and FY17. This does not include the increased cost resulting from the overall premium rate increase.

During the term of this Agreement, the District may offer alternative medical insurance plans to employees of the District and members of this bargaining unit may elect to participate in such plans on the same terms and conditions as other employees. The District may offer incentives to encourage employees to elect these alternative plans or to elect less expensive current plans, provided that the incentives shall not increase the cost of the current plans for bargaining unit members.

Any member of the bargaining unit who is not eligible for benefits under the terms of this Agreement but

meets the definition of "full time" under the provisions of the Affordable Care Act shall be eligible for single coverage under the least expensive medical insurance plan offered by the District at a cost that does not exceed the affordability standards under the Affordable Care Act. If the employee declines the offer of the affordable plan, the employee may select from the other plans as described in this section prorated on a part-time basis.

6.2 Dental Insurance

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

Coverages

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

The District shall pay One Hundred Percent (100%) of the premium for the One-Person Plan with a one thousand dollar ($1,000) contract year maximum per person, and Ninety Percent (90%) payment of the premium for the Two-Person and Family Plans with a one thousand dollar ($1,000) contract year maximum per person. The teacher will pay the additional premium for the plans with a two thousand dollar ($2,000) contract year maximum per person. Only the two thousand dollar ($2,000) contract year maximum per person dental plan will be available to teachers through 2017.

6.3 Although it is understood that the District is presently obtaining hospital and medical insurance coverage from Blue Cross/Blue Shield, and dental insurances from Delta Dental, the Association specifically agrees that the Board may, in its sole discretion, with reasonable notice in advance to the Association, obtain health, medical, and dental benefits from a different insurance carrier, provided the benefits offered by any new carrier are substantively comparable with the benefits being provided by the Blue Choice plan, the Matthew Thornton Blue plan, the Matthew Thornton Site of Service plan, the Preferred Blue "Lumenos" HSA plan, and Delta Dental Insurance plan 100-80-50-50-no deductible, and provided further that any such change in insurance carrier does not increase the premium cost above the rates then in effect for said health plans noted in Section 6.1 of this Article or the Delta Dental Insurance Plan 100-80-50-50-no deductible.

6.4 Life Insurance

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

6.5 Long-Term Disability

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

Article VII

Professional Growth Requirements

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

7.2 The Board agrees to provide an amount not to exceed one hundred thirty thousand dollars ($130,000) for each school year for reimbursement of graduate course tuition fees allocated as follows:

$40,000 for Summer semester courses
$37,500 for Fall semester courses
$37,500 for Spring semester courses
$15,000 for Early Summer semester courses

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

The amount of reimbursement will be at the rate of up to seventy-five percent (75%) of such tuition fees. Graduate course approvals will be "rolling." This means approval forms can be submitted anytime before the submission deadline to guarantee some funding. The exact amount for reimbursement will be determined immediately after the submission deadline.

Term	Dates	Submission Deadline
Late Summer	July 1 – August 31	May 22
Fall	September 1 – December 31	August 22
Spring	January1 – May 30	December 22
Early Summer	June 1 – June 30	April 22

Monies for first requests will be dispersed to every first request submitted within the first twenty-one (21) calendar days after the first date of submission for each term. These monies will be distributed as available at an equal percentage rate of up to seventy-five percent (75%). Then, monies for a second request will be allocated following the same procedure. Then, monies for third and subsequent requests will be allocated following the same procedure. Monies will be allocated regardless of the number of courses requested per semester, as long as money remains available for that semester. The Board reserves the right to allocate a sum up to sixty percent (60%) of each semester's appropriation in order to give priority consideration to coursework in a specific discipline, content area, or program (i.e., mathematics, language arts, technology, gifted and talented, etc.) provided that such priority allocation is determined and communicated by the Board prior to April 30 of each year for the following year. In the event no priority allocation has been established or in the event that the priority allocation is

not encumbered within the first twenty-one (21) calendar days that funds for each semester become available, the total allocation or any portion remaining unencumbered will be dispersed according to the allocation process described in this section.

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

An amount not to exceed fifty-seven thousand dollars ($57,000) for each year of this contract.

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

Article VIII

Sabbatical Leave

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

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

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

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

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

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

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

Article IX

Dues

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

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

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

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

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

Article X

Leaves

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

10.1 Sick Leave

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

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

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

4. An employee who terminates employment with the District for any reason will receive a sum equal to the per diem substitute pay to a maximum of seven thousand five hundred dollars ($7,500) for sick leave beyond the ninety (90) days listed in Section 10.1.3, beginning after July 1, 1995. In the event of the employee's death, the payment shall be made to the estate.

5. A sick leave bank shall be established by setting aside one (1) sick leave day from each employee covered by this Master Agreement, and from those subsequently covered. The sick leave bank shall be for the use of all employees covered by this Master Agreement. When the bank has been depleted, all eligible employees will recontribute. To become eligible to request extended benefits from the sick leave bank, an employee must have exhausted all accrued sick leave under Section 10.1.3 of this Article, present satisfactory evidence of serious illness or disability (excluding work-connected accident), and gain the approval of the Sick Bank Committee. An employee may

draw up to sixty (60) days from the sick leave bank in any one (1) year. The sick leave bank will be administered by the Sick Bank Committee that will consist of an employee appointed by the Association's Executive Board, an employee mutually agreed upon by the parties, and a person who is the designee of the Superintendent.

10.2 Bereavement Leave

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

10.3 Personal Leave

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

10.4 Professional Leave

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

10.5 Unpaid Leave

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

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

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

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

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

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

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

10.6 Abuse of Leave

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

Article XI

Consultation of Educational Programs

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

Article XII

Individual Teacher Contracts

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

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

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

Article XIII

Extracurricular and Co-curricular Salaries

13.1 A minimum of three hundred twenty-five thousand dollars ($325,000) shall be budgeted district wide for the payment of extracurricular and/or co-curricular salaries. The distribution of these monies shall be determined by the Superintendent, middle school Athletics/Activities Administrator, high school Athletic Administrator, and building Administrators through the budgetary process.

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

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

Article XIV

Grievance Procedure

14.1 Definitions

1. "Grievance" is a claim based upon an event or condition that affects the wages, hours and other economic benefits of an employee or group of employees and/or the misinterpretation or misapplication of any provision of this Master Agreement.

2. "Aggrieved person" is a certificated person who is a member of the bargaining unit who has suffered an injury, loss or inconvenience by reason of any action taken under the Master Agreement provisions.

3. The term "days" when used in this article shall, except where otherwise indicated, mean calendar days.

14.2 Purpose

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

14.3 General Procedures

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. At all levels of a grievance after it has been formally presented, at least one (1) member of the Association's Grievance Committee may attend any meetings, hearings, appeals or other proceedings required to process the grievance and may represent the grievant during grievance proceedings at the option of the aggrieved person.

3. A grievance will be considered as waived if the grievant fails to take action within thirty (30) days after the employee knew or should have known the incident or condition that gave rise to the grievance.

14.4 Initiation and Processing

1. **Level One**

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

2. **Level Two**

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

(1) The date and nature of the grievance.

(2) The nature and extent of the injury, loss or inconvenience.

(3) The basis of dissatisfaction with the decision of the Principal.

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

3. **Level Three**

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

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

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

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

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

4. **Level Four**

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

(b) Within fourteen (14) days after such written notice of submission to arbitration, the Board and the Grievance Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, both parties shall jointly file a written request within seven (7) days to the American Arbitration Association to assist in the selection process.

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

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

14.5 Rights of Employees to Representation

1. No reprisals will be taken by the Board or by any member of the administration against any participant in the grievance procedure.

2. Nothing contained herein shall be construed as limiting the right of any individual employee, or group of employees, from meeting with the Board as set forth in Article I of this Master Agreement.

3. Any party in interest may be represented by him/herself, or at his/her option, by a representative selected by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, at the aggrieved person's option.

14.6 Miscellaneous

1. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the Grievance Committee. Decisions rendered at Level Four will be in accordance with the procedure set forth in Section 14.4.4(c).

2. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3. The Board agrees to make available to the aggrieved person and his/her representative all pertinent information not privileged under law, in its possession or control, and is relevant to the issues raised by grievance.

4. Whenever possible, meetings and/or hearings will be called at times other than during the school day.

5. Whenever the term "Superintendent" is used herein, it shall include any Assistant Superintendent, Acting Superintendent, or other person designated by the Superintendent.

6. Notwithstanding the pendency of any grievance, the aggrieved person and other employees of the District shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

7. At all levels of the grievance procedure, the Principal, Superintendent, Board or Arbitrator shall have the right to require the aggrieved person or his/her representative to be present at any hearing.

Article XV

Planned Retirement

15.1 Eligibility

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

15.2 Notice of Intent

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

15.3 Planned Retirement Benefits

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

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

2. Alternatively, an employee approved for Planned Retirement under this Article may elect to receive a single payment in accordance with the chart in Section 15.3.1 above (to be made on June 30 of the year of retirement) and an amount contributed annually by the District towards the cost of the employee's medical and dental insurance equal to the annual amount being paid for the employee's individual coverage by the District during the year of retirement, such annual payment to continue until the employee reaches age sixty-five (65). If, during the term of this Master Agreement, there

is a legislative change to the age for Medicare as primary insurance, the annual insurance payment referenced in this section will continue to the age specified in the new legislation.

3. Bargaining unit members whose service in the District has been at least partially on a part-time basis and who are approved for Planned Retirement may choose either option 1 as in Section 15.3.1 or option 2 as in Section 15.3.2 above except that the annual payment shall be a prorated payment calculated by multiplying the applicable payment in Section 15.3.1 above by a fraction, the denominator of which is the employee's total years of service in Bedford and the numerator of which is the sum of the employee's full-time equivalent (FTE) years of service in the District.

   For example, if teacher A is retiring with fifteen (15) years of service in Bedford, ten (10) of which were full-time and five (5) of which were part-time with .4 + .4 + .6 + .6 + .8, the two (2) equal payments would be calculated as follows:

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

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

5. Any employee who retires under this Article shall be eligible to continue his/her coverage under the District's medical and dental insurance plan as set forth in Article VI, Sections 6.1 through 6.3 until the employee reaches age sixty-five (65) at the employee's sole expense, unless the employee has elected option 2 as in Section 15.3.2 above.

6. Notwithstanding any other provision in this Master Agreement, the amounts payable to a retiring employee under this Article XV and Article X, Section 10.1.4 (sick leave) that exceed the limits and which would subject the District to additional assessments by the New Hampshire Retirement System under RSA 100-A:16,III-a(b) shall be paid to the employee no earlier than one hundred twenty-one (121) days and no later than one hundred fifty (150) days after the employee's date of retirement.

15.4 <u>District Obligation</u>

1. In any year in which there are three (3) or more applicants for Planned Retirement, the District shall approve at least three (3). If there are more than three (3) applicants, employees with the most years of service in the District shall be given first consideration. In the event that two (2) applicants have the same number of years of service in the District, preference shall be given to the employee with the most recognized years of service.

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

15.5 Definitions

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

Insurance Benefits: Each employee selecting option 2 as in Section 15.3.2 above shall receive the same medical and dental insurance benefits as set forth in Article VI, Sections 6.1 through 6.3 provided under this Master Agreement with respect to such insurance until said employee reaches age sixty-five (65). Said insurance will be provided at the retiree's expense.

Article XVI

Savings, Separability and Expenditure of Public Funds

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

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

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

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

Article XVII

Miscellaneous

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

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

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

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

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

Article XVIII

Termination and Renewal

18.1 The provisions of this Addendum will become effective on July 1, 2015, and will remain in full force and effect through June 30, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement.

Witness

BEDFORD EDUCATION ASSOCIATION

By _____
President

By _____
Vice President

BEDFORD SCHOOL BOARD

By _____
Chairperson

Appendix A

BEDFORD, NEW HAMPSHIRE

Teacher Contract

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

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

   from _____ to _____

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

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

3. It is mutually agreed:

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

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

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

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

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

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

BEDFORD SCHOOL DISTRICT

by_____ _____

Superintendent **Teacher**

Appendix B

BEDFORD SCHOOL DISTRICT

Dues Deduction Authorization Form

NAME: _____
(please print)

"I hereby authorize the Bedford School District to withhold from my salary the sum of $_____ membership dues as follows:

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

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

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

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

Signature: _____

Date: _____

Social Security Number: XXXX-XX-_____

School: _____

Appendix C

Salary Schedule
2015/2016

Years Exp.	Bach	Bach + 15	Bach +30	Mast	Mast + 15	Mast + 30
0	39,597	40,965	42,333	43,360	44,728	46,097
1	39,597	40,965	42,333	43,360	44,728	46,097
2	40,988	42,356	43,726	44,751	46,120	47,489
3	42,612	43,980	45,349	46,374	47,743	49,112
4	42,612	43,980	45,349	46,374	47,743	49,112
5	44,443	45,811	47,181	48,206	49,575	50,944
6	46,315	47,683	49,053	50,078	51,447	52,816
7	48,024	49,392	50,761	51,787	53,155	54,524
8	48,024	49,392	50,761	51,787	53,155	54,524
9	49,735	51,104	52,472	53,498	54,865	56,234
10	51,696	53,064	54,432	55,459	56,827	58,196
11	53,405	54,774	56,142	57,169	58,537	59,906
12	55,115	56,484	57,853	58,878	60,248	61,616
13	55,410	58,196	59,564	60,590	61,959	63,327
14		59,906	61,274	62,301	63,669	65,037
15		60,201	62,984	64,011	65,380	66,748
16			64,696	65,721	67,090	68,458
17			64,991	67,432	68,801	70,170
18				69,143	70,511	71,880
19				69,513	70,881	72,250

Career Rate Adjustment:

- $750 for teachers with 20-24 years' experience.
- $1,000 for teachers with 25-29 years' experience.
- $1,250 for teachers with 30+ years' experience.

Salary Schedule
2016/17

Years Exp.	Bach	Bach + 15	Bach +30	Mast	Mast + 15	Mast + 30
0	39,597	40,965	42,333	43,360	44,728	46,097
1	40,988	42,356	43,726	44,751	46,120	47,489
2	40,988	42,356	43,726	44,751	46,120	47,489
3	42,612	43,980	45,349	46,374	47,743	49,112
4	44,443	45,811	47,181	48,206	49,575	50,944
5	44,443	45,811	47,181	48,206	49,575	50,944
6	46,415	47,783	49,153	50,178	51,547	52,916
7	48,124	49,492	50,861	51,887	53,255	54,624
8	49,835	51,204	52,572	53,598	54,965	56,334
9	49,835	51,204	52,572	53,598	54,965	56,334
10	52,046	53,414	54,782	55,809	57,177	58,546
11	53,755	55,124	56,492	57,519	58,887	60,256
12	55,465	56,834	58,203	59,228	60,598	61,966
13	55,985	58,546	59,914	60,940	62,309	63,677
14		60,256	61,624	62,651	64,019	65,387
15		60,776	63,334	64,361	65,730	67,098
16			65,046	66,071	67,440	68,808
17			65,566	67,782	69,151	70,520
18				69,493	70,861	72,230
19				70,213	71,581	72,950

Career Rate Adjustment:

- $750 for teachers with 20-24 years' experience.
- $1,000 for teachers with 25-29 years' experience.
- $1,250 for teachers with 30+ years' experience.