

**AGREEMENT**

**BETWEEN THE**

**CHESTERFIELD SCHOOL BOARD**

**AND THE**

**CHESTERFIELD EDUCATION ASSOCIATION**

**July 1, 2021 to June 30, 2025**

## PREAMBLE

This Agreement entered into this 7<sup>th</sup> day of April, 2021 by and between the Chesterfield School Board, hereinafter called the "Board" and the Chesterfield Education Association, affiliated with NEA - New Hampshire and the National Education Association, hereinafter called the "Association". Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

## DEFINITIONS

- SCHOOL: The term "School" as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Chesterfield School District.
- TEACHER: The term "Teacher" as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement.
- FACULTY REPRESENTATIVE: The term "Faculty Representative" as used in this Agreement, means the Association Faculty Representative.
- PERSON: The term "Person" as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement. Whenever the singular is used in this Agreement, it is to include the plural.
- PELRB: The term "PELRB" shall mean the New Hampshire Public Employee Labor Relations Board.
- NORMAL SCHOOL DAY: The term "Normal School Day", as used in this Agreement, shall mean one-half (1/2) hour before students are scheduled to arrive and one-half (1/2) hour after students are dismissed.

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## ARTICLE I

### RECOGNITION

- 1.1 For purpose of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Chesterfield School District during the term of this Agreement. The term "teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of full-time teaching personnel and part-time teaching personnel assigned to a minimum of three-fifths (3/5 i.e. 60%) teaching schedule, and shall include nurses, guidance counselors, and library media specialists, but excluding superintendent, assistant superintendent, business administrator, principal, assistant principal, administrator of special education, vocational director, persons employed by the State Board of Education, teacher consultants, teacher aides, school volunteers, bona fide executive or administrator, as provided in RSA 273 A-8, Paragraph II, and excluding all other employees.
- 1.2 Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1 of this Article.

## ARTICLE II

### SCOPE OF AGREEMENT

- 2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Agreements reached pursuant to Article 4 hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

## ARTICLE III

### NON-DISCRIMINATION

- 3.1 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, color, religion, national origin, sex, sexual orientation, pregnancy, marital status, familial status, age, or disability in accordance with federal law, and membership and/or activity in the Association.

## ARTICLE IV

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or about September first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article XVI, the Association may in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement. If proper notice is given, the parties shall, no later than October first (1st) meet, confer and negotiate.
- 4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3 The Board or its designee agrees to supply the Association with such non-confidential information as is in the Board's possession and is reasonably and timely requested by the Association.
- 4.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made at the Chesterfield Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.

In cases of multiple year agreements, this paragraph shall not apply to actions of the District Meeting subsequent to the first District Meeting at which the financial provisions of the contract are funded and approved, so long as the action at said meeting is in compliance with the notice requirements of the "Sanborn" standards. The Board agrees that for any agreement of duration in excess of one year the funding provisions will be submitted to the voters in compliance with requirements of the "Sanborn" standards, unless the parties shall agree to a different procedure.

- 4.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, the parties shall attempt to reach agreement on an acceptable mediator. If the parties cannot mutually agree on a mediator, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact-finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.
- 4.7 The fact finder will, within five (5) days after his/her appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he/she deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the fact finder, upon his/her request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him/her. The fact finder may make his/her report public. In the event after the fact finder's report is made public there remain unresolved issues the parties specifically

agree that only the unresolved issues dealing with direct economic provisions of the contract shall be submitted to the school district meeting for consideration.

- 4.8 The costs for the services of mediator and/or fact finder, including per diem expenses, if any, will be shared equally by the Board and the Association.
- 4.9 Determinations and/or recommendations under the provisions of Sections 6 and 7 of this article will not be binding on the parties.
- 4.10 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view and make proposals and counterproposals.
- 4.11 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article.
- 4.12 A copy of any agreement reached hereunder will be filed with the PELRB within fourteen (14) days of its execution by the Association.
- 4.13 If the monies to fund the economic provisions are not appropriated as provided in this Article, Section 4, or if either party rejects the recommendations set forth in this Article, Section 9, then the parties shall do the following:
  - a. The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and,
  - b. The parties shall, within ten (10) days of such notification, meet and develop a modified settlement, which shall be resubmitted to the legislative entity in accordance with the provisions of RSA 273-A-12, Paragraphs III and IV.

## ARTICLE V

### ASSOCIATION RIGHTS

- 5.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made in writing to the Principal in advance.
- 5.2 The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3 Upon request, prior to July fifteenth (15th), the Superintendent of Schools or his/her designee will meet and confer with the Chesterfield Education Association President prior to determining the structure and content of the Orientation Day.
- 5.4 The Association will have the right to post notices of its activities and matters of teacher concern in teachers' break rooms and shall continue to have the use of the teacher mailbox system.
- 5.5 Upon notification by an employee (see Appendix D), the Board will continue its present practice to deduct professional association dues and forward such deduction to the Association's treasurer. The Board shall be held harmless from any and all claims in connection therewith. Employees may obtain a dues deduction form from the Association President.
- 5.6 The Association may, with permission from the Building Principal, use school equipment normally used by teachers for Association activities. However, expendable materials shall not be utilized by the Association.
- 5.7 Rights granted to the Association under this Article shall not, in the judgment of the Board, be disruptive or injurious to the Chesterfield education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 5.8 As long as the Chesterfield Education Association is certified as the representative of the Chesterfield Teachers pursuant to RSA 273-A the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 5.9 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal or his/her designee.
- 5.10 Employees shall suffer no loss of pay for a reasonable amount of time spent in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under this Agreement. If an employee is to receive a reduction in pay under this Article, the Principal shall so notify the employee before the reduction is made.
- 5.11 The School Administrative Unit Office will, upon request provide the Association with a bargaining unit list including, but not limited to, the following information: Name, date of hire, salary, step, education level, % FTE, job title, and district email address.
- 5.12 The Chesterfield School Board shall post agendas online for the Chesterfield Education Association to view prior to school board meetings.
- 5.13 The Association President or Co-President or the President's designee shall be provided with two (2) paid professional leave days per year for attending official functions, state conventions, or association conferences. This time shall be recorded in the district's time and attendance system as "school business" noting the time taken as "association business".

## ARTICLE VI

### PERSONNEL MATTERS

- 6.1 A teacher shall be given a copy of any formal evaluation report prepared by his/her evaluators before the Administrator schedules any conference to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.
- 6.2 Written complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate or discipline a teacher, shall be promptly investigated. The teacher shall be given prompt notice of such complaint, in writing, and in the case of a very serious complaint to meet with the principal or appropriate administrator regarding the complaint. The teacher will acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refused to sign any report set forth in this Article then such report may be placed in that respective teacher's file.
- The teacher will identify in writing to the Principal, the Association member(s) authorized to represent him/her in meetings and/or investigations conducted by Administration.
- 6.3 The parties recognize and agree that, subject to the provisions of this Article, teacher evaluation is a supervisory function.
- 6.4 Each new teacher to the Chesterfield School system shall be made aware of the school district's evaluation plan. The Association shall have the right to contribute input and to meet and confer with respect to any new plan; but in any event, the Board shall make the final determination of any matters under this section.
- 6.5 Each teacher shall be entitled to access his/her personnel file located in the Human Resources Department at any time upon notice to the Superintendent or the Department of Human Resources. The teacher may, if he/she wishes, have a representative of the Association accompany him/her during such a review.
- 6.6 The teacher shall have the right to make an appropriate response to any material contained in his/her personnel file and such response shall be made a part of said teacher's file. Reproductions of such material may be made by hand or copying machine, if available.
- 6.7 No material will be placed in a teacher's personnel file without written notification to the teacher.

## ARTICLE VII

### EARLY RESIGNATION

- 7.1 The contracted teacher may terminate his/her personal contract prior to July first (1st) by giving not less than four (4) weeks' notice to the School District and, thereafter, upon giving not less than six (6) weeks' notice to the District. The required notice shall be waived at the sole discretion of the Board who shall not be arbitrary or capricious.

If a teacher leaving the District fails to comply with the notice requirement that teacher shall pay the District \$400.



ARTICLE VIII

TEACHER EMPLOYMENT

8.1 For purposes of this Agreement, the period of service shall not be more than one hundred and eighty-eight (188) days in 2021-2025, as set forth in an individual contract (see Appendix C) between the Board and each teacher, to be allocated as follows:

2021-2025

188 Contracted work days (180 instructional days plus 8 additional days)

The eight (8) additional days shall include:

- A. 1 classroom preparation day before the first day of school
- B. 1 principal/superintendent in-service day before the first day of school
- C. 2 parent conference days
- D. 1 SAU in-service day
- E. 1 in-service day scheduled either prior to the first or after the last day of school at the discretion of the Superintendent or designee
  
- F. 2 workshop days

If the District schedules early release days as part of the district calendar setting process, the Association may submit to the Board, for its consideration, suggestions for those days on or before December first (1<sup>st</sup>) of the preceding year. The District shall consider the Associations' input if provided.

The teaching days above shall consist of the instructional day, pre-instructional day, and post-instructional day. The teaching day schedule shall be set by the School Board after meeting and conferring with the Association each year by July 15. The School Board has the sole discretion to set the teaching day so long as they seek input from the Association. The instructional day shall be no less than 6.5 hours and no more than 6 hours and 45 minutes. The pre and post instructional day shall be set to have the teaching day total no more than 7.5 typically scheduled hours. This does not limit requirements in 8.2 recognizing that Teachers are salaried employees and are expected to carry out their professional duties which may require additional time.

In-service days shall be determined by the Superintendent or designee with the input of the Association and the parties shall meet and confer as to content. In any event, the Superintendent shall make the final determination **for all additional days**, both as to the content and number of days, except that the number of days may not exceed eight (8) during this contract.

The workshop day(s) (Item F) above will be used by groups of no less than team size and in no less than one-half day increments for team planning/instructional improvement. (Teams may be as small as two (2) persons as long as they are actual teams.) Certain members of the unified arts staff; the school nurse, the guidance counselor and the media generalist may be exempt from the requirement of working in team-size groups at the discretion of the Principal. The day(s) shall be scheduled as part of the school calendar for school year purposes and may be before, during, or after the school year on non-instructional days. Proposals for the content of the day(s) must be submitted by the team(s) no later than 20 days prior to the scheduled day and shall include the educational objective, its relationship to School Board goals, and/or curriculum development, and/or staff development plans, and required resources. Scheduling of the day(s) is subject to the approval of the Principal. If no proposal is received in a timely manner, the day(s) may be scheduled at the sole discretion of the Principal.

Parent-Teacher conferences do not always occur during the scheduled Parent-Teacher Conference Day. Teachers may schedule appointments with parents outside the scheduled date

to meet with parents. All Teachers must offer parents a full schedule of appointment times on the scheduled Parent-Teacher Conference Days.

- 8.2 The Association and its members must recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student and that this responsibility carries beyond the normal work day, as provided in this Agreement.
- 8.3 Teachers are expected to carry out their professional duties which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, special education meetings, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration but are not limited to the work day. On-site duties shall not regularly be required beyond the normal work day.

During the workshop days before the first day of school for students, the principal, in consultation with the faculty, will set the school year schedule for faculty forums, staff meetings (except in cases of emergency), principal advisory team, dances, and holiday concerts, taking into consideration parent conference days and mid-term reports.

Any teacher who is required to teach extra (overload) classes beyond the normal teaching (instructional) day will be compensated on a pro-rata basis using a 7.5 hour work day as the basis for such proration.

- 8.4 The Board agrees that each teacher will have a thirty (30) minute duty-free lunch period, except in case of emergency.
- 8.5 Except in unusual circumstances, teachers will be notified of their teaching assignment on or before June fifteenth (15th) of the academic school year for the ensuing year.
- 8.6 The Board shall not change the assignment of a teacher as set forth in his/her contract after July 14th, except in cases of emergency. In the event a teacher objects to a reassignment, the administration agrees to meet with the teacher within ten (10) days of receipt of notification to consider the teacher's concerns and possible alternatives. In the case the reassignment is refused, such a refusal shall constitute termination of employment without prejudice.

Any teacher being transferred or reassigned by Administration to a grade or subject that he/she has not taught in the last three (3) years will be given two (2) paid days prior to the start of the next school year to prepare for the change of assignment. The per diem daily rate of pay shall be calculated in accordance with Appendix B. No additional paid preparation days shall be given if the transfer or reassignment is at the employee's request. All transfer notices made either by the District or requested by the Teacher shall be in writing.

- 8.7 It shall be the policy of the Chesterfield School District to use fair and consistent procedures in the event a reduction in the teaching force becomes necessary. In all cases, reduction of the teaching staff will be done with the best interests of the students in mind as well as budgetary restraints which may be present at the time.

Reduction in teaching staff shall only occur after a careful assessment has been completed with all other reasonable possible options considered.

- a. The Board retains the sole and exclusive right to determine the need for and magnitude of a reduction in the teaching staff.
- b. The Board shall notify the Association of any planned reduction in teaching staff and agrees to make available to the Association any financial or other data relating to the reduction.
- c. When reduction in teaching staff becomes necessary the following factors shall be determinative and in this order:

1. Employees with documented performance issues will be the first to be subject to reduction in force;

Employees with documented performance issues” include:

- a. Employees on a written performance improvement plan in the twelve (12) months preceding a reduction in force.
  - b. Employees whose employment record within twenty-four (24) months preceding a reduction in force reflects a pattern of marginal or unsatisfactory performance, as evidenced by significant disciplinary action or a series of less than satisfactory evaluations.
2. Teachers having the most seniority shall be placed in the remaining positions provided they are certified for such positions.
  3. The teaching staff shall be reduced in the reverse order that teachers were hired into the school district.
  4. Teachers hired on the same date shall be let go at the discretion of the Board upon reasonable assessment of and communication about program needs and the ability of the faculty to meet those needs.
  5. Full-time teachers will not be let go when the needs giving rise to reduction in teaching staff can be met by the termination of a part-time teacher.
  6. For a period of two (2) years following a reduction in force, should a vacancy occur, teachers shall be considered for the opening(s) in the reverse order of the original reduction; i.e., last let go shall be first returned providing they are certified for the opened position(s). “Shall be considered” means that if a teacher as defined in this section applies for a vacancy, that teacher shall be interviewed for the position, and if the Board, in its sole discretion, deems the teacher certified and qualified for the position, then the teacher shall be offered the position.

8.8 Teachers who have reasonable expectations of completing academic courses or degree, and who wish to use additional credits for an anticipated lane change for salary purposes, must notify the Human Resources Director in writing not later than December first (1st) of any contract year for impact in the next school year. The time requirement specified in this section may be extended by mutual agreement.

8.9 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before November fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

8.10 a. Persons designated as team leaders shall be paid a stipend of \$750/year in their first year as a team leader. Experienced team leaders shall be paid a stipend of \$850/year.

b. Additional recurring after school activities for reason including clubs, sports, or co-curricular shall continue to be voluntary. Teachers shall not be penalized for failure to volunteer for such after school recurring activities.

- 8.11 Teachers in the middle school shall receive a minimum of five (5) preparation periods a week. Every effort shall be made to schedule one (1) per day, but it is understood that such a schedule will not always be possible for all teachers.

Teachers in the elementary school shall receive preparation time when specialists are scheduled to teach their students, except in cases of emergency. The District's goal is to provide five (5) preparation periods per week and one (1) per day. The District strives to provide preparation periods as follows:

- a. An average of thirty (30) minutes a day prep time.
- b. A minimum of thirty (30) minutes of prep time at one time
- c. Time before and after the instructional day will not be considered prep time.

Every effort shall be made to provide specialists with a minimum of one hundred (100) minutes of preparation time per week.

- 8.12 Employment physicals for teachers shall be conducted by the Chesterfield School District in accordance with policy GBGA dated 10/08/07. Physicals required by the District in accordance with policy GBGA shall be at the District's expense.

- 8.13 Teachers are responsible for the grading of students in their respective class. In the event of a dispute regarding the grades(s) assigned by a teacher, the Principal or Superintendent, after a review of the facts, and in their sole discretion, may modify the grade(s) assigned by the teacher. If the grade is modified by the Principal or Superintendent, the administrator will adjust the grade on the internal grading system and attach a note to the report card to document the change to the student's grade.

- 8.14 Inclement Weather

When the Superintendent delays the opening of school or dismisses school early due to inclement weather, teachers may observe the delayed opening/early dismissal. However, teachers are required to work the pre/post instructional day.

## ARTICLE IX

### RATES OF PAY

- 9.1 The Compensation Plan and its application is set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be prorated based on the number of work days in the work year of his/her appropriate salary step for the number of designated days of employment between the first day of school for teachers in any year and June thirtieth (30th) of any such year.
- 9.2 Movement on the Salary Schedule is based on satisfactory performance as determined by the Administrator. Any decision by the administration relative to performance must be based on written records within the personnel file and shall not be arbitrary.
- 9.3 The parties agree that any deductions made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.
- 9.4 Newly hired employees will be placed by the Superintendent of Schools or his/her designee at the same salary level as other employees then currently employed who have the same academic attainment and relevant work experience.
- 9.5 Academic Achievement: Employees who are on a planned program previously approved by the Superintendent and who acquire fifteen (15) credits beyond a Bachelor's Degree, a Master's Degree, or fifteen (15) credits beyond a Master's Degree within their specific area of discipline, shall be placed on the salary schedule in accordance with Article 8.8 and Appendix B.
- 9.6 Each employee's paychecks shall be deposited in the financial institution(s) of the employee's choice via direct deposit. Employee pay stub information will be available to employees electronically.

## ARTICLE X

### DISCIPLINE

- 10.1 No teacher will be disciplined or reprimanded except for just cause, and any teacher who alleges to be aggrieved under this Section shall have full access to the grievance procedures of this Agreement.
- 10.2 No teacher shall have his/her contract non-renewed except as provided in RSA 189:14-a.

## ARTICLE XI

### GRIEVANCE PROCEDURE

- 11.1 Definitions: A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved teacher" is the person or persons making the claim. All time limits specified in this Article shall mean calendar days, except under Section 9 of this Article.
- 11.2 Purpose: The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.
- 11.3 Right of Representation: A teacher covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time subject to his/her requesting such representation.
- 11.4 Formal Procedure: The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless notice of the same is given to the administration within thirty-five (35) days following the occurrence of the facts which give rise to the grievance.
- LEVEL A. Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved teacher. Within five (5) days following any such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.
- LEVEL B. Within fifteen (15) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within fifteen (15) days of any such meeting. If the grievance is not settled at this level, then within fifteen (15) days from receipt of the answer rendered at this level the grievance may be referred to arbitration as set forth herein.
- LEVEL C. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, they shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall not be binding on either party, but shall be advisory only. The parties agree to share equally in the compensation and expenses of the arbitrator.
- 11.5 Time periods specified in this procedure may be extended by mutual agreement.
- 11.6 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 11.7 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.
- 11.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

- 11.9 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- 11.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 11.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).
- 11.12 Grievance records shall not be incorporated into a grievant's or witnesses's personnel file.

## ARTICLE XII

### LEAVES OF ABSENCE

- 12.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.
- 12.2 Sick leave shall be confined to the personal illness of a teacher. However, employees may use up to twenty (20) days of their accrued sick leave to care for an immediate family member (defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse, or any person permanently residing in the employee's household), excluding work connected disability covered by New Hampshire Workers' Compensation Laws. Teachers' requests for additional sick accrual to be used as family sick leave may be granted at the Board's sole discretion.
- 12.3 Teachers shall be credited with twelve (12) sick leave days per year up to a maximum accumulation of one hundred (100) days.
- 12.4 **DISABILITY:**  
Disability is defined as the condition resulting from the sickness or injury of an employee which prevents such employee from doing each of the material duties of his/her regular occupation. Disability benefits as defined hereunder shall commence on the tenth (10th) consecutive day following the beginning of the absence of the employee, or upon the exhaustion of all accumulated sick leave, whichever date is last. Provided, however, that an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three (3) months before the commencement of an employee's employment with the District or which disability commences during the first twelve (12) months of "employment" with the District. Provided, further, that an employee will not be entitled to disability benefits if the sickness or injury resulting in disability is caused or substantially caused as a result of other employment.

#### **SHORT-TERM DISABILITY PAYMENTS:**

Disability benefits for the period of the tenth (10th) consecutive day to the eighty-ninth (89th) consecutive day following the beginning of the absence shall be sixty (60) percent of the employee's gross annual base salary divided by the number of days worked annually times five (5) per week. Payment shall be made to the employee according to the usual payroll schedule of the District. The maximum disability benefit during this period shall be \$5000 per month.

#### **LONG-TERM DISABILITY PAYMENTS:**

Disability benefits for the ninetieth (90th) day following the beginning of the absence or upon the exhaustion of all accrued sick leave shall also be sixty (60) percent of the employee's gross annual base salary as determined at the commencement of the disability divided by twelve (12). Payment shall be made to the employee monthly during this period. The maximum benefit during this period shall be a monthly amount as determined by the insurance carrier. The maximum compensation for both long-term and short-term disability shall be no less than any school district within SAU #29 for the term of this Agreement.

Disability benefits shall terminate on the second (2nd) anniversary of the beginning of the absence unless, at that date, the employee is totally disabled. An employee is totally disabled if the employee is then unable to perform each of the material duties of any occupation for which he/she is reasonably suited by training, education, or experience.

Disability benefits will also terminate at an employee's death if the disability is caused by a non-work connected accident. Otherwise, disability benefits will also terminate on the June thirtieth (30th) following or being the seventieth (70th) birthday of the employee.

Disability benefits shall be reduced by the full amount received by the disabled employee for benefits paid to him/her under Workers' Compensation, Social Security, or the New Hampshire Retirement System.



An employee whose disability commences while he/she is on leave, including the normal school summer recess period, shall not be entitled to disability benefits until the expiration of such leave.

All entitlements to disability benefits which are the responsibility of a third party insurance carrier shall not be subject to the Grievance and Arbitration Procedure of this Agreement unless agreed to by the carrier. All determinations by the carrier shall be final and binding upon the employee, subject to the rights of the employee to appeal in any fashion the determination of the carrier.

A disabled employee receiving disability benefits hereunder acknowledges the District's right to be reimbursed by the insurance carrier for all amounts paid directly to the employee by the District and which are covered by the disability insurance policy maintained by the District.

For the safety and protection of all, teachers on leave are not permitted to attend school functions or visit the school while on leave, unless they are attending as a parent/guardian of a student at the school.

12.5 Upon the request of the Administration, an employee claiming sick leave in excess of five (5) consecutive work days or disability benefits shall provide or cooperate to provide such evidence of sickness or disability as may be reasonably required by the district and/or its disability insurance carrier. Upon failure to so provide such evidence or failure to so cooperate, the employees claim for sick leave or disability may be denied and all disability benefits paid by the District shall be returned by the employee.

12.6 Teachers shall be entitled to a maximum of three (3) paid personal leave days, non-cumulative, in any school year. To be eligible for personal leave under this Section, written request shall (except in an emergency) be presented to the Principal at least twenty-four (24) hours prior to any such personal leave. Personal days are for activities of such a personal nature that it is essential for an individual to be absent from his/her professional duties. Personal days shall not be used on days that extend a long/holiday weekend or vacation nor for pecuniary gain. The Board recognizes that there may exceptions for either an emergency or reasons which are planned in advance that may be so compelling as to warrant consideration for an exception to the personal day exclusion aforementioned. Teachers may apply in advance to the board at their regularly scheduled monthly meetings for a specific exception on a case by case basis. Teachers may request an emergency exception from the building principal. The Board's decision shall be deemed final but shall not be arbitrary or capricious and shall not be subject to section XI of this agreement. (Approval of personal leave days following the restrictions and emergency exception to the leave restrictions shall be in accordance with this section and at the discretion of the principal who shall not be arbitrary or capricious in his/her denial of personal leave. The principal's decision as to the emergency exception granting shall not be arbitrary or capricious and shall not be subject to section XI of this agreement. )

Unused personal days shall be purchased by the District at a rate of \$50 each, paid by June thirtieth (30<sup>th</sup>)

12.7 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall receive his/her net difference between Workers' Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workers' Compensation Law of the State of New Hampshire.

Amounts paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workers' Compensation claim.

- 12.8 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 12.9 An employee called as a juror will be paid the difference between the fees he/she receives for such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor. A person subpoenaed to court for an action in which the person is not an interested party shall receive as compensation from the district the difference between the compensation received from the court proceedings and daily rate of pay.
- 12.10 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate.
- 12.11 A maximum of four (4) paid bereavement days shall be granted by the Principal per occurrence in the event of death of a member of the employee's or the employee's spouse's immediate family (defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse or any person permanently residing in the employee's household).
- 12.12 Leaves of absence for other reasons not contemplated in Article XII, paid or not paid, may be granted at the sole discretion of the Board.
- 12.13 Any teacher who achieves perfect attendance, defined as not using sick or personal leave and who works all one hundred and eighty (180) instructional school days, shall be entitled to a \$300 bonus to be paid by June thirtieth (30<sup>th</sup>).
- 12.14 Each teacher is entitled to a minimum of two (2) professional days per year, one of which may be used as a common planning day. Professional days shall include, but shall not be limited to, the following kinds of professional experiences: learning to work with multi age classes; making the transition to Middle School; attending conferences that occur only during the school day; visitations that might improve teaching; and release time for common planning.
- 12.15 When an employee on authorized leave under this Article becomes available for reemployment, he/she will be given priority consideration for any open or unfilled position for which he/she may be qualified at the time any such employee advises the Superintendent of his/her availability. Qualification under this Section shall mean certified or certifiable by the State Department of Education.
- 12.16 Paid leave may only be claimed while on full paid status as an employee of the District.
- 12.17 Child rearing leave: in addition to the period of time in which a staff person is disabled as a result of the birth of a child, or upon the adoption of an infant child, upon written request to the administration given at least sixty (60) days prior to the anticipated birth date, the staff person shall be granted maternity (sometimes called child rearing leave) without pay. As consideration for the extended time, a teacher on said leave agrees to return on the first (1st) day of a school marking period ONLY, and provide further that the total leave shall not exceed twelve (12) months. A further extended leave may be granted at the discretion of the Board. The teacher shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the staff person to give the notices and abide by the return dates set forth in this paragraph. The requirement that the date of return shall be the first (1st) day of the marking period shall not apply if the requested leave does not extend beyond the end of the marking period. During the time that the staff person is on unpaid child rearing leave, the staff person shall be entitled to remain eligible for participation in all District fringe benefit programs provided they shall be at the sole expense of the staff person, and provided the staff person shall not be eligible for paid leave.
- 12.18 Sabbatical leaves are granted at the discretion of the Board and are designed to encourage the improvement of instruction, supervision and administration in the District. A teacher may apply for

a sabbatical leave during or after the seventh (7th) year of continuous service in the District. Under exceptional circumstances, the Board may waive the seven (7) year requirement. A teacher must present a detailed sabbatical leave proposal for approval by the School Board upon recommendation of the Superintendent of Schools. This proposal must be submitted to the Superintendent prior to November first (1st) of the school year preceding the sabbatical leave.

A sabbatical leave committee will be established and will consist of six (6) teachers (two (2) each from primary, elementary and junior high school) which will establish guidelines for application content including timelines and may make recommendations on the proposals, if more than one is submitted, to the Superintendent.

Applicants will be notified of the decisions prior to December fifteenth (15th). Sabbatical leaves will be available only for full or half year study or research programs which offer potential benefit both to the individual teacher and the school system. Travel will not be approved except when necessary and incidental to a study program.

Only one (1) staff member will be granted a sabbatical leave during a year. The Board may consider exceptions to this restriction at its sole discretion. In the event that more than one (1) staff member applies, preference will be given to the teacher who, as a result of his/her sabbatical, becomes certified in a critical shortage area. The teacher will receive one-half (1/2) his/her appropriate salary rate for the period he/she is on sabbatical. During the sabbatical, the teacher will receive credit on the salary schedule for the sabbatical. The teacher will receive such other medical and like insurance benefits as are offered to all teachers in active service, if such plans permit, while on sabbatical leave. While on sabbatical leave, the teacher will be ineligible to accumulate or draw upon sick leave.

The teacher is expected to return to the Chesterfield School District for a minimum of two (2) years following the fellowship year. If he/she terminates his/her employment before the end of the two year period, he/she must repay the full amount of the sabbatical leave grant upon termination except in case of hardship in which case the teacher must repay within a five (5) year period the amount of the fellowship grant through signing a promissory note indicating the amount, method, and schedule of payment at the time leave is taken. Upon return from sabbatical leave, every effort will be made to return the teacher to a similar position. See also Article 8.6.

The granting of a sabbatical will be subject to the funding of the School Board's budget which shall include the funding for the sabbatical and the School Board shall make a good faith effort to secure the approval of its budget.

- 12.19 If applicable, all eligible employees as defined by the Family and Medical Leave Act shall be entitled to the benefits of the Act or the benefits of this contract, whichever is greater, except that the year for purpose of eligibility shall be July first (1st) through June thirtieth (30th), and the employee shall be required to use his/her sick leave as part of the leave covered by the Family and Medical Leave Act. Provided the Board's obligation to pay health insurance costs shall not exceed twelve (12) weeks unless such coverage is provided for in this collective bargaining agreement. The Board shall retain all such discretion as provided in the Act unless limited by this Agreement.
- 12.20 Upon request, an employee may, at the discretion of the Board, be granted a leave of absence for reasons not contemplated specifically in this Article XII. Further employees may request additional time for leave contemplated in Article XII when the employee's accrual have been depleted. The determination of the Board shall not be subject to Article XI of this Agreement.

## ARTICLE XIII

### COURSE REIMBURSEMENT, CONFERENCES and WORKSHOPS

- 13.1 The Board will continue its present practice to compensate teachers for course, conference, and workshop fees up to \$800 per teacher per academic year for activities, which are approved by the Superintendent or his/her designee.

Approved activities shall be directly related to improving the teacher's performance within the educational program of the Chesterfield School District. The Superintendent or his/her designee shall have the sole and exclusive judgment under the provisions of this Article.

The following procedures shall be used:

Staff shall be compensated for course, conference, and workshop fees pursuant to the policies and procedures currently in force or as may hereafter be amended for the Chesterfield School District.

Staff shall be compensated for college courses provided that said compensation shall be for tuition only. Teachers shall be required to earn a grade of B or better (or pass in a pass/fail course).

Procedure for applying for compensation:

Teachers shall apply in advance for compensation and may apply in anticipation of programs to be attended in advance, including during the summer school break. If application is made forty-five days prior to the anticipated start of the program and otherwise qualifies, payment will be made in advance of the attendance date to the employee, or, if the employee requests, directly to the vendor of the program. Teachers must provide the administration with certification of payment (such as a dated receipt) within thirty (30) days of the completion of the program. Documentation of grade received, satisfactory completion or attendance (as appropriate) must also be provided. Failure to provide such certification shall result in obligation of the employee to repay any advance payments under this program. Failure to repay an advance payment upon request shall result in the School District withholding the balance of repayment from any future payments due the employee from any source.

Allocation of funds:

Funds will be allocated on a first come, first served basis, provided that no teacher may initially apply for more than \$800 in benefits and total benefits shall not exceed \$16,000 per anum during this contract. If course reimbursement funds are unused by May first (1<sup>st</sup>) of the school year, then a teacher may apply to exceed the dollar limit; unspent funds will be distributed equally to all teachers who apply for excess funds prior to June first (1<sup>st</sup>). In no case will reimbursement exceed the cost of the course(s), workshop(s), or conference(s) attended.

## ARTICLE XIV

### RETIREMENT

- 14.1 Employees shall be eligible to receive a retirement stipend equal to \$8,000 or \$12,000 in year 2021-2022 and \$9,000 or \$13,000 in years 2022-2025, depending on in-district years of service, added to their salary in the year preceding the date of retirement, a maximum of three (3) employees per year will be awarded the stipend, provided they meet the following criteria:
- a. Attain age fifty-five (55) by the year of retirement;
  - b. Have at least fifteen (15) years of service with the Chesterfield School District;
  - c. Provide written notice of intent to retire, accompanying a letter of resignation, by October first (1<sup>st</sup>) immediately preceding retirement (example: retiring June thirtieth (30<sup>th</sup>), 2017 requires notification to the District before October first (1<sup>st</sup>) 2016);
  - d. Fifteen (15) years of service to Chesterfield School District shall be eligible for \$8,000/\$9,000 and twenty (20) years of service to the District shall be eligible for \$12,000/\$13,000.

The retirement stipend will be awarded on a first to notify basis. The District will consider notification when the Human Resources Office and School Board Chair is in receipt via certified mail of both the written notice of intent to retire and written resignation. The Board has the authority to rescind a resignation tendered in accordance with this article upon written request by the resignee, per their sole discretion.

Employees will be awarded the retirement stipend on a first to notify basis up to a maximum of three (3) awardees, however additional employees may, in writing, prior to the notification deadline appeal to the board for additional retiree(s) to be awarded the retirement stipend. The Board will have the authority to award additional supplements beyond the three (3) allowed under this article, per their sole discretion.

The retirement stipends shall be paid thirty (30) days after the school year in which the retirement is taken.

## ARTICLE XV

### INSURANCE

- 15.1 The Board agrees to offer at least three (3) Health Insurance plan options including the AB 20 and at least two (2) additional options. The board may offer more than three (3) plan choices. The District's contribution rates shall be 80% of the plan chosen. If the plan chosen is more costly than the AB20, District contributions will be capped at the AB20 amount.

It is agreed by the parties that the Board shall have the sole discretion over selection of the carrier.

Health insurance offered by the District seeks to comply with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty, fine, or tax or other material adverse financial impact to the District. Accordingly:

The District may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the affordability requirements set forth in §1401 the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended.

The District and Association seek to avoid the imposition of an excise tax on high cost employer-sponsored health coverage under 26 U.S. C. § 4980 (the "Cadillac Tax"). If the board determines that a plan offered will result in the imposition of such tax, it shall notify the Association and the parties shall reopen negotiations for the sole purpose of identifying a substitute plan. The substitute plan will seek to maintain the benefits of the original plan, but both parties recognize that the plan may be diminished for the purpose to avoid the tax. If the parties are unable to agree on a substitute, the Association and the District shall share the costs of the excise penalty equally.

- 15.2 An employee must enroll as a member of one of the selections offered by the District to be eligible for benefits under this Article above. Teachers may elect not to join the plan or may elect single, two-person or family coverage.

Employees electing not to join one of the health plans for the entire membership year, who secure substitute group health insurance coverage of comparable quality through sources other than the Town of Chesterfield, and supply the district with proof of the aforementioned coverage, shall be eligible to receive a \$6,000 payment upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given.

- 15.3 The Board agrees to maintain in effect Delta Dental Plan Option 8, with no deductible, \$1500 maximum coverage per person per contract year for employees covered by this agreement. The Board's maximum contribution for each eligible employee shall be \$700.
- 15.4 The difference between the Board's contribution, as shown above, and the actual cost of coverage selected by the employee will be payroll deducted from appropriate payroll periods.
- 15.5 The Board will pay the full cost to provide a term life insurance policy, in the amount specified below including an accidental death and dismemberment provision, for employees covered by this Agreement:

1x salary or \$40,000, whichever is greater.

- 15.6 The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Article including the right to self-insure; however, the Board shall not have the right to diminish any part of the benefits provided herein.

- 15.7 The Board agrees to establish a Section 125 Medical Spending Account, with a \$200 minimum and a \$2,500 maximum and a Dependent Care Spending Account with a \$200 minimum and a \$5,000 maximum at District expense for all full-time and regular employees.

The Board reserves the right to limit contributions to Flexible Spending Accounts as necessary to avoid "Cadillac Tax" under ACA.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- 16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 other provisions or applications shall continue in full force and effect.
- 16.2 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- 16.3 Any individual contract (see Appendix C) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

## ARTICLE XVII

### NOTICE UNDER AGREEMENT

- 17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Chesterfield School Board Chairperson, 193 Maple Ave., Keene, New Hampshire 03431.
- 17.2 Whenever written notice to the Chesterfield Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Chesterfield Education Association at his/her then current address.
- 17.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

## ARTICLE XVIII

### STRIKES AND SANCTIONS

- 18.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers.

## ARTICLE XIX

### FINAL RESOLUTION

- 19.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

## ARTICLE XX

### DURATION OF AGREEMENT

- 20.1 This Agreement shall continue in full force and effect until twelve o'clock midnight June 30, 2025. The provisions of this contract shall commence on July 1, 2021.
- 20.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Chesterfield School Board and the Chesterfield Education Association.



APPENDIX A-1

New employees shall be placed on a step equal to years of experience and educational attainment.

Newly hired non-degreed nurses on an alternate certification plan approved by DOE shall receive 90% of the bachelor's track at the step equal to years of experience and educational attainment.

**Year 1**

**2021-22**

<b>STEP</b>	<b>Bachelor</b>	<b>B+15</b>	<b>Master</b>	<b>M+15</b>
<b>0</b>	\$41,100	\$43,100	\$45,400	\$46,700
<b>1</b>	\$42,100	\$44,100	\$46,400	\$47,700
<b>2</b>	\$43,100	\$45,100	\$47,400	\$48,700
<b>3</b>	\$44,100	\$46,100	\$48,400	\$49,700
<b>4</b>	\$45,100	\$47,100	\$49,400	\$50,700
<b>5</b>	\$46,100	\$48,100	\$50,400	\$51,700
<b>6</b>	\$47,100	\$49,100	\$51,400	\$52,700
<b>7</b>	\$48,100	\$50,100	\$52,400	\$53,700
<b>8</b>	\$49,100	\$51,100	\$53,400	\$54,700
<b>9</b>	\$50,100	\$52,100	\$54,400	\$56,100
<b>10</b>	\$51,100	\$53,100	\$55,700	\$58,600
<b>11</b>	\$52,500	\$55,000	\$57,500	\$60,000
<b>12</b>	\$53,500	\$55,500	\$58,700	\$61,300
<b>13</b>	\$54,800	\$56,700	\$62,700	\$63,000
<b>14</b>	\$55,700	\$57,900	\$63,500	\$64,500
<b>15</b>	\$56,900	\$59,700	\$65,800	\$66,000
<b>16</b>	\$57,400	\$60,100	\$66,700	\$67,500
<b>17</b>	\$57,900	\$60,500	\$67,700	\$67,800
<b>18</b>	\$58,400	\$60,900	\$68,200	\$69,800
<b>19</b>	\$58,900	\$61,900	\$69,200	\$70,800
<b>20</b>	\$59,800	\$63,350	\$70,850	\$71,950
<b>25</b>	\$60,100	\$63,650	\$71,350	\$72,450

APPENDIX A-2

New employees shall be placed on a step equal to years of experience and educational attainment.

Newly hired non-degreed nurses on an alternate certification plan approved by DOE shall receive 90% of the bachelor's track at the step equal to years of experience and educational attainment.

**Year 2**

**2022-23**

<b>STEP</b>	<b>Bachelor</b>	<b>B+15</b>	<b>Master</b>	<b>M+15</b>
<b>0</b>	\$41,600	\$43,600	\$45,900	\$47,200
<b>1</b>	\$42,600	\$44,600	\$46,900	\$48,200
<b>2</b>	\$43,600	\$45,600	\$47,900	\$49,200
<b>3</b>	\$44,600	\$46,600	\$48,900	\$50,200
<b>4</b>	\$45,600	\$47,600	\$49,900	\$51,200
<b>5</b>	\$46,600	\$48,600	\$50,900	\$52,200
<b>6</b>	\$47,600	\$49,600	\$51,900	\$53,200
<b>7</b>	\$48,600	\$50,600	\$52,900	\$54,200
<b>8</b>	\$49,600	\$51,600	\$53,900	\$55,200
<b>9</b>	\$50,600	\$52,600	\$54,900	\$56,600
<b>10</b>	\$51,600	\$53,600	\$56,200	\$59,100
<b>11</b>	\$53,000	\$55,500	\$58,000	\$60,500
<b>12</b>	\$53,500	\$56,500	\$59,200	\$61,800
<b>13</b>	\$55,000	\$57,200	\$62,700	\$63,500
<b>14</b>	\$56,000	\$58,000	\$64,000	\$65,000
<b>15</b>	\$57,000	\$59,000	\$66,000	\$66,500
<b>16</b>	\$58,000	\$60,000	\$67,200	\$68,000
<b>17</b>	\$58,500	\$61,000	\$68,200	\$68,300
<b>18</b>	\$59,000	\$61,400	\$68,700	\$70,300
<b>19</b>	\$59,500	\$62,400	\$69,700	\$71,300
<b>20</b>	\$60,800	\$64,350	\$71,850	\$72,950
<b>25</b>	\$61,100	\$64,650	\$72,350	\$73,450

APPENDIX A-3

New employees shall be placed on a step equal to years of experience and educational attainment.

Newly hired non-degreed nurses on an alternate certification plan approved by DOE shall receive 90% of the bachelor's track at the step equal to years of experience and educational attainment.

**Year 3**

**2023-24**

<b>STEP</b>	<b>Bachelor</b>	<b>B+15</b>	<b>Master</b>	<b>M+15</b>
<b>0</b>	\$42,100	\$44,100	\$45,900	\$47,200
<b>1</b>	\$43,100	\$45,100	\$46,900	\$48,200
<b>2</b>	\$44,100	\$46,100	\$47,900	\$49,200
<b>3</b>	\$45,100	\$47,100	\$48,900	\$50,200
<b>4</b>	\$46,100	\$48,100	\$49,900	\$51,200
<b>5</b>	\$47,100	\$49,100	\$50,900	\$52,200
<b>6</b>	\$48,100	\$50,100	\$51,900	\$53,200
<b>7</b>	\$49,100	\$51,100	\$52,900	\$54,200
<b>8</b>	\$50,100	\$52,100	\$53,900	\$55,200
<b>9</b>	\$51,100	\$53,100	\$54,900	\$56,600
<b>10</b>	\$52,100	\$54,100	\$56,700	\$59,100
<b>11</b>	\$53,500	\$56,000	\$58,000	\$60,500
<b>12</b>	\$54,000	\$56,500	\$59,700	\$61,800
<b>13</b>	\$55,500	\$57,200	\$62,700	\$63,500
<b>14</b>	\$56,500	\$58,000	\$64,000	\$65,000
<b>15</b>	\$57,500	\$59,000	\$66,000	\$67,500
<b>16</b>	\$58,500	\$60,000	\$67,200	\$69,000
<b>17</b>	\$59,000	\$61,000	\$68,200	\$69,300
<b>18</b>	\$59,500	\$61,400	\$68,700	\$71,300
<b>19</b>	\$60,000	\$62,400	\$70,700	\$72,300
<b>20</b>	\$61,300	\$64,350	\$72,000	\$73,000
<b>25</b>	\$61,700	\$64,600	\$73,650	\$74,750

APPENDIX A-4

New employees shall be placed on a step equal to years of experience and educational attainment.

Newly hired non-degreed nurses on an alternate certification plan approved by DOE shall receive 90% of the bachelor's track at the step equal to years of experience and educational attainment.

**Year 4**  
**2024-25**

<b>STEP</b>	<b>Bachelor</b>	<b>B+15</b>	<b>Master</b>	<b>M+15</b>
<b>0</b>	\$43,100	\$45,100	\$46,900	\$48,200
<b>1</b>	\$44,100	\$46,100	\$47,900	\$49,200
<b>2</b>	\$45,100	\$47,100	\$48,900	\$50,200
<b>3</b>	\$46,100	\$48,100	\$49,900	\$51,200
<b>4</b>	\$47,100	\$49,100	\$50,900	\$52,200
<b>5</b>	\$48,100	\$50,100	\$51,900	\$53,200
<b>6</b>	\$49,100	\$51,100	\$52,900	\$54,200
<b>7</b>	\$50,100	\$52,100	\$53,900	\$55,200
<b>8</b>	\$51,100	\$53,100	\$54,900	\$56,200
<b>9</b>	\$52,100	\$54,100	\$55,900	\$57,600
<b>10</b>	\$53,100	\$55,100	\$57,500	\$60,100
<b>11</b>	\$54,500	\$57,000	\$59,000	\$61,000
<b>12</b>	\$55,000	\$57,200	\$60,700	\$62,800
<b>13</b>	\$56,500	\$58,200	\$62,700	\$64,500
<b>14</b>	\$57,500	\$59,000	\$65,000	\$66,000
<b>15</b>	\$58,500	\$60,000	\$66,500	\$68,500
<b>16</b>	\$59,500	\$61,000	\$68,200	\$70,000
<b>17</b>	\$60,000	\$62,000	\$69,200	\$70,300
<b>18</b>	\$60,500	\$62,400	\$69,700	\$72,300
<b>19</b>	\$61,000	\$63,400	\$71,700	\$73,300
<b>20</b>	\$62,300	\$65,350	\$73,000	\$74,000
<b>25</b>	\$62,700	\$65,600	\$74,650	\$75,750

APPENDIX B

CHESTERFIELD SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT

<b>Emp #</b> Degree Step
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This agreement made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Chesterfield School District hereinafter called District, and **(Name)**

WITNESS

1. District will employ (Name) as Teacher («Percent») from July 1, 20XX to June 30, 20XX consistent, however, with paragraph 3 below and the collective bargaining agreement at a salary of \$\_\_\_\_\_ to be paid in such installments as the District may determine in its rules and regulations or as may be provided in an agreement between the District and the Chesterfield Education Association.
2. (Name) agrees to work for District for said period and agrees to conform to and carry out all of the laws, rules, and regulations pertaining to the conduct of the schools and the Teachers, and such other laws, rules and regulations as may be enacted during the term of this contract.
3. This contract is intended to cover 180 instructional days and 8 other days devoted to school and educational work as scheduled by the district consistent with the collective bargaining agreement. Provided that this is a «Percent» position.
4. (Name) may be assigned only to such position as (Name) is qualified and certified by the State Board of Education to occupy. This contract is void unless (Name) holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
5. District may, without liability, terminate this contract in accordance with the New Hampshire RSA, Chapter 189:13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between District and (Name), and this contract shall become void, subject to appeal, if (Name) is removed by Superintendent or if (Name)'s certificate, license or permit is revoked by the Commissioner of Education.
6. This contract must be signed by (Name) and be returned to the Human Resource office not later than \_\_\_\_\_, 20XX, otherwise the contract will be deemed to be null and void.
7. All rules, regulations, and agreements between District and Chesterfield Education Association, as adopted or as may be adopted by the School Board pertaining to Teachers, are hereby incorporated by reference and made a part hereof, and (Name) accepts the responsibility of being conversant with said rules, regulations and agreements.
8. (Name) represents all statements made in his/her application for employment are complete, true and accurate to the best of his/her knowledge and belief.
9. (Name) will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.
10. This agreement, except as herein provided, shall not be terminated by either party without the written consent of the other party.
11. This contract is conditioned upon the employee's compliance with the requirements of RSA 189:13-a and a response to the criminal records inquiry set forth in this law which is not different than the answers made by the employee on the SAU 29 application for employment.

By \_\_\_\_\_ By \_\_\_\_\_  
CHAIRPERSON, BOARD OF EDUCATION (Name)

APPENDIX C

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

\_\_\_\_\_ School District

To: \_\_\_\_\_  
(Name of Principal)  
2. Superintendent  
3. Association

Complete with copies to:  
1. Principal

School: \_\_\_\_\_ Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

LEVEL A

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the Contract agreement):

\_\_\_\_\_

2. Relief sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature                      Date                      Principal's Signature                      Date Received

Answer given by Principal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal's Signature                      Date                      Grievant's Signature                      Date Received

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature                      Date                      Principal's Signature                      Date Received

**LEVEL B**

Date received by Superintendent/Assistant Superintendent: \_\_\_\_\_

Answer given by Superintendent/Assistant Superintendent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent's/  
Asst. Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date Received

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date Received

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**LEVEL C**

Date received by School Board: \_\_\_\_\_

Answer given by School Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Board Chair Signature  
Position of Grievant:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair's Signature

\_\_\_\_\_  
Date Received

**LEVEL D**

Date submitted to Advisory Arbitration: \_\_\_\_\_

Disposition of Arbitrator:

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\_\_\_\_\_  
Arbitrator's Signature

\_\_\_\_\_  
Date



In witness whereof the parties executed this agreement on April 7, 2021 or as of the date and year first written above.

CHESTERFIELD SCHOOL BOARD  
  
\_\_\_\_\_  
Chesterfield School Board

CHESTERFIELD EDUCATION ASSOCIATION  
  
\_\_\_\_\_  
Chesterfield Education Association