AGREEMENT

Between the

DEERFIELD SCHOOL BOARD

and the

DEERFIELD EDUCATION ASSOCIATION

JULY 1, 2016 - JUNE 30, 2019

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PREAMBLE

This agreement made this 8th day of March, 2016 by and between the School Board of the Deerfield School District, hereinafter called the "Board", and the Deerfield Education Association, affiliated with NEA/NEA-NH, hereinafter called the "Association".

For the Deerfield School Board:

For the Deerfield Education Association

ARTICLE I
Recognition

The Board recognizes the Association as the exclusive bargaining agent for all professionally employed educational personnel, as defined by Public Employees Labor Relations Law, Chapter 273A:1, Section VIII, amended August 17, 1983, employed 50% or more by the Deerfield School District, excluding the Principal, Superintendent, and Assistant Superintendent for the purpose of bargaining pursuant to RSA 273-A. Other professional employees hired to perform administrative functions may be excluded from this contract through agreement of the Board, the Association, and the individual being affected.

All professionally employed educational personnel will be referred to as "teachers" henceforth.

ARTICLE II
Jurisdiction and Authority of School Board

A. The Board, subject only to the language of the Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

. The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities which, by law, are vested in them, and this Agreement will not be construed so as to limit or impair their respective statutory powers, discretions or authorities.

The Board agrees to provide the President of the Association with an up-to-date electronic copy of the complete School Board Policy Manual. Copies of added, deleted, or revised school board, school district and school rules and policies will be provided to the President of the Association at the time of the change.

ARTICLE III
Association's Right

A. The Association is permitted to use the school building for meetings to the same extent and under the same terms and conditions as other persons and/or associations are so permitted, all in accordance with Board policy.

B. The Association has the right to post notices on the teacher bulletin boards.

C. The Association has the right to use teacher mail boxes for communications to teachers.

D. A committee of Association representatives will meet with a central office administrator and the Principal upon request by any party. The parties will have an equal right to submit matters for discussion. Three Association representatives will be excused from teaching duties if such meetings occur during the school day.

ARTICLE IV
Payroll Deductions

A. The Board agrees that upon receipt of written authorization signed by the teacher prior to the first salary check of any school year, deduction from the regular salary check of such teacher will be made in the amount to provide payment of dues to the Deerfield Education Association, NEA-NH, and NEA. Authorization for dues deductions will be made in a form provided by the Association, and such deductions will be in equal installments from each salary check beginning with the second pay period. Deductions for new members will begin as soon as written authorization is received by the SAU. Such dues will be forwarded promptly to the Association. It is further agreed that such authorization for deduction of dues will continue in full force and effect until the teacher submits a written revocation of such authorization to the Superintendent's Office. The Association will be notified as to all revocations that are filed.

B. Payroll deductions will be available through the business office at the S.A.U. to all bargaining unit members covered by the Agreement. These payroll deductions may be made to any Banking Institution and/or Credit Union as authorized by the bargaining unit member.

ARTICLE V
Teacher Rights

A. Neither the Board nor the Association will abridge the right of any teacher under the Constitution of the United States or the State of New Hampshire.

B. No teacher will be prevented from wearing pins or other identification indicating his/her membership in the Association.

C. All Association members will have the right to non-discriminatory treatment without regard to their gender, sexual orientation, race, creed, religion, color, residence, physical characteristics, handicap, age, marital status, or grade/subject taught.

ARTICLE VI
Professional Assignments

A. Notice of Assignment

1. The teacher's anticipated assignment to a building, grade and/or subject will be listed on his/her individual contract no later than April 30th. (See attached sample contract, Appendix A.)

2. If reasonable attempts by the administration to assign teachers to a grade and/or subject by April 30 fail, a teacher who has not been assigned a position will be notified no later than June 15. In the event that a teacher is reassigned after July 1, they will be granted release from their contract without penalty, if they so choose.

ARTICLE VII
Unplanned Leave

A. Teachers will be informed of a telephone number they will call no later than ninety (90) minutes before the start of school to report unavailability for work. The administration will make every reasonable effort to arrange for qualified substitutes for all absent teachers. Teachers will not be expected to arrange for their own substitutes. The use of regular teachers as substitutes will be only in emergencies.

ARTICLE VIII
Teaching Positions

A. Notice of Vacancies

1. Notices of in-house professional staff vacancies within the Deerfield School District will be posted on the Deerfield staff web site, on the Association bulletin board in the Teachers' Room of each building, and a copy will be sent to the president of the Association once a vacancy exists.

2. Such notices will contain the date of posting, a description of the position, requirements of the position, name of the person to which the application is to be returned, and the date by which the application is to be returned.

3. The filling of vacancies and transfers and the reassignment of teachers will be at the sole discretion of the Board.

B. Reduction in Force

When it becomes necessary to reduce the number of teachers due to reduced enrollment, economic resources or funds, or changes dictated by consolidation or elimination of programs, the following procedures will be followed:

1. The decision to implement a reduction-in-force shall be made at the sole discretion of the Deerfield School Board.

2. Upon the Board's decision, the Superintendent shall notify the Association of all positions being considered for reduction. The Board will consider any Association counter response prior to a final determination of which positions shall be eliminated.

3. The School Board will direct the Superintendent to make every reasonable effort to minimize the effects of any reduction-in-force on current staff by absorbing as many positions as possible through attrition, resignations and retirement.

4. Any teacher(s) determined to be affected by a reduction-in-force will be notified in writing by March 31 of the school year prior to that in which the reduction will occur.

5. A teacher, whose position has been identified to be eliminated as a result of this article, shall be placed on a recall list. Employees shall be recalled in reverse order assuming they meet the certifications and "highly qualified" status required for the open position. The period of recall for any teacher with five or more continuous years of service to the district shall be one year running from the last date of employment with the District, as that is specified by the Annual Teaching Contract. During that time, it shall be the sole responsibility of the teacher(s) to keep the District informed of their current home mailing address. All recall notices to which a teacher is notified will be sent, via first class mail, return receipt requested, to the last home mailing address which the teacher(s) has supplied to the District. A recalled teacher's previous years of service will not be lost as a result of reduction-in-force.

6. If the teacher fails to respond to a notice of recall within ten calendar days of its mailing by the District, or declines the recall offered, all rights to recall which the teacher(s) may enjoy are specifically extinguished.

7. In determining which employee shall be laid off, the Board shall consider all of the following factors.

   A. Years of experience teaching,
   B. Years of experience in the subject area,
   C. Job performance based on existing teacher written evaluations and personnel files.

   Ties in years of experience shall be broken by:
   a. Date of election by the board,
   b. Date of employee signature on the contract,
   c. Lottery

8. A released teacher will have the opportunity to substitute within the district.

ARTICLE IX
Teacher Documentation

A. Files

There will be one personnel file for each employee maintained within the SAU53 central offices. No material shall be placed in a staff member's personnel file without their knowledge. The affected staff member reserves the right to rebut any file submission within (10) ten days. Staff members have the right to access their file during normal business hours, by appointment. To the degree protected by law, these provisions do not apply to material of a confidential nature acquired by the District when initially hiring a staff member.

Any written complaint regarding an employee which is made to any member of the Board or Administration, by a parent, student, or other person and which may be used in any manner including evaluating the employee shall be promptly investigated. The employee shall be notified of the written complaint and given an opportunity to respond to the complaint in writing and the response will be attached to the complaint.

The teacher will be permitted to respond to any statement in the teacher's file that has been generated after initial employment in Deerfield. The teacher's answer will also be included in the file.

Upon request the teacher will be furnished one (1) reproduction of any material in his/her file. This will include reproduction of only that material generated after the teacher's initial employment in Deerfield, including the reproduction of transcripts of all academic work.

A teacher may request the removal of derogatory material from his/her file by submitting a request in writing to the Superintendent specifically stating the material he/she wishes removed and the reason for removal. The Superintendent will inform the teacher of his/her decision within ten (10) school days of the date the request was received. Teachers dissatisfied with the Superintendent's decision may request the Board to review this request. The School will inform such teachers of their decision within five (5) school days of the date of the meeting his/her request was reviewed.

B. Evaluation

A committee including teachers will be involved in the implementation of, formulation of or change in any professional evaluation and assistance tools and procedures. This committee will include at least two (2) Association members. This committee shall meet at least twice annually. The outcomes of this committee shall be documented and distributed to the School Board as well as to the Association President.

ARTICLE X
School Calendar, Inservice Days

A. School Calendar

The Association will be provided the opportunity to discuss the calendar with the administration before it is adopted by the Board.

B. School Day

The Association will be provided the opportunity to discuss the length of the school day calendar with the administration before it is adopted by the Board.

C. In-service Days

Teachers will share responsibility with the administration for scheduling and planning of seven (7) inservice days. Fixed days may not exceed five (5) days nor be fewer than three (3) days per contract year.

ARTICLE XI
Professional Rights and Obligations

A. Each teacher, as a professional employee, will devote the time necessary to his or her assignment in order to meet professional responsibilities. The contracted teacher year will include all student in-school days, all days scheduled as inservice for the staff, and other days and times determined by the teacher in order to fulfill needs for preparation, committee work, and study. Student in-school hours per week will be within the framework of state guidelines.

B. Work Day: The Association and the District recognize that they have a joint responsibility to promote educational improvement and to provide the best possible opportunity to each and every student. Except as otherwise provided in this paragraph, the regularly scheduled work day for teachers shall begin fifteen (15) minutes prior to the students' instructional day, at the school to which the certified personnel are assigned, and shall end fifteen (15) minutes after the close of the students' instructional day. Certified personnel are expected to attend faculty, department, grade level and team meetings and other meetings of reasonable frequency and duration, beyond the regularly scheduled work day, with reasonable notice. Said meetings are considered part of the work day. Time worked beyond the work day will be at the sole discretion of the individual certified employee.

C. The Board and Administration will make every effort to provide teachers with 225 uninterrupted minutes, evenly distributed, per week to be used for planning purposes.

D. Recognizing that the professional staffs need a break from professional responsibilities, the administration will guarantee a total of 150 minutes of duty free lunch per week, with no block less than 20 minutes. Meetings will not be scheduled during lunch times, except at the teacher's discretion.

E. The School Board of the Deerfield Community School charges the teaching staff with an ongoing involvement in curriculum evaluation and development.

ARTICLE XII
Leave of Illness and Disability

A. Personal Illness

Sick leave shall be interpreted to mean absence due to personal illness or illness in the immediate family. Immediate family is defined as spouse, life partner, significant other, unmarried children, parent or dependent family residing in the employee's household. Each teacher upon initial employment will be granted fifteen (15) days of paid leave per year. Unused leave will accumulate from year to year to one hundred and fifteen (115) days. Teachers will be given a written accounting of their accumulated sick leave at the beginning of each school year.

B. Personal Injury/Illness

Whenever a teacher is absent from school as a result of a personal injury or illness incurred in the course of the teacher's employment for the Deerfield School District and adjudged compensable under Workmen's Compensation, the Board will provide full employment compensation to the employee for one week. At the beginning of week two, the Board will maintain the cost of medical insurance up to six

months for the employee but the financial compensation for the employee will be provided by Workmen's Compensation - not the Board. Sick leave will not be deducted from the employee either during the first or following weeks of absence.

C. Sick Leave Bank

1. The Board agrees to maintain a sick leave bank to cover members of the bargaining unit in the event of a long-term illness. Upon hire by the District teachers will be apprised of the sick leave bank.

2. Each teacher wishing to be covered agrees to donate one (1) day from the fifteen (15) he/she is allowed to accrue in a one year period to be deposited in said bank, such day to be deducted from the teacher's annual sick leave.

3. The donated sick days will be deposited at the start of the contract year and no later than October 1st. The number of days may not exceed 120 days. All members of the bargaining unit will be able to contribute one (1) day to the sick bank. If the sick bank is at its maximum, the excess days will be deleted to allow for all members to contribute. If at any time the number of day's falls below 50, members wishing to contribute one (1) additional day may do so. This reseeding of the bank will occur at the discretion of the sick leave committee.

4. A member will become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability, provided he/she has exhausted all of his/her accrued sick leave. Upon presentation of medical evidence of disability or illness, a member may be granted additional days of sick leave. The sick leave bank will be administered by a five (5) person committee consisting of one (1) board member, one (1) administrator and three (3) members of the Association appointed by the President.

D. To be eligible for payments under this Article, a teacher may be required to furnish proof, satisfactory to the Board, of illness or disability.

ARTICLE XIII
Leaves of Absence

Teachers will be entitled to the following temporary non-accumulative leaves of absence each school year.

A. Personal Leave

The Board recognizes that certain events may require the teacher to be absent from work. Personal leave may be granted to take care of such situations that may not be taken care of other than during the school day. For such events, the teacher is allowed up to three (3) personal days with pay per year. Whenever possible, the teacher will provide twenty-four (24) hour notice to the building principal.

B. Bereavement Leave

Recognizing that bereavement and issues surrounding personal loss are part of bargaining unit members' lives, bargaining unit members will be granted bereavement leave. Upon request, a limit of three (3) days with pay will be allowed each teaching year per member. Additional days are allowed (per situation or situations) at no pay upon a member's request to the principal.

C. Military Leave

Military leave of absence without pay or benefits will be granted to any teacher who is drafted or enlists in any branch of the armed forces of the United States for the period of his/her induction or initial enlistment. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves will be granted provided such obligations cannot be fulfilled in days when school is not in session. In such cases, teachers will be reimbursed for pay loss as a result of such Organized Reserve duty up to the difference between their regular teacher's salary that would have been paid and their Reserve pay received for up to a maximum of two (2) weeks during any school year.

D. Family Leave

The district shall comply with the requirements of the Family and Medical Leave Act of 1993, and its corresponding regulations.

Separate from leaves granted under the dictates of the Family and Medical Leave Act, family leave of up to one (1) calendar year may be granted without pay or other benefits to a teacher with at least one (1) year's service with the Deerfield School District, at the discretion of the Board. Family leave will be for the purpose of caretaking a family member. Insurance benefits will be available at the group rate at the expense of the teacher. The teacher will request such leave from the Superintendent at least sixty (60) days prior to the date on which the leave is to commence, except in case of emergency. Subsequent family leaves will be granted at the discretion of the Board.

E. Child-Rearing Leave

1. It will be the duty and responsibility of the teacher to notify the Principal of a need for leave due to pregnancy or impending adoption.

2. A teacher who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided she can fulfill all of her normal professional responsibilities and with the written approval of her attending physician/health provider. A written approval from the teacher's physician/health provider stating that she can resume her normal professional responsibilities is also required.

3. Any portion of a leave by a teacher resulting from medical disability due to pregnancy, miscarriage or childbirth will be charged to her available sick leave, and she will be compensated, therefore. Teachers in the first year of employment will be eligible to use their accumulated sick leave during the period of absence.

4. It will be the responsibility of the teacher to provide an outline and guidelines for the substitute to ensure classroom continuity. The teacher on child rearing leave will not be responsible for daily plans and preparation, but will be available for consultation.

5. The teacher requesting leave will consult with the principal to determine a date for commencement of leave and returning to teach. Factors considered will be the physician's/health provider's recommendations, the health of the mother and health of the child, and what would be least disruptive to the classroom and students. These dates may be altered by agreement of both parties.

6. Certified personnel are eligible to use at least 15 days of sick leave per year to prepare for or care for a newborn or adopted child. Leave may be extended at the discretion of the board. Adoptive/Paternity leave is to be used consecutively and shall be taken within the six month period surrounding the day the child is brought home.

F. Jury Duty Leave

1. When a bargaining unit member is called to jury duty during scheduled school days, the member will make a good faith effort to have the jury duty rescheduled to a non-school day by writing to the appropriate Clerk of Courts advising that he/she is a teacher in the Deerfield School District and requesting that the assignment be rescheduled to non-school days.

2. A teacher required to perform jury duty on a scheduled school day will be paid the difference between the jury duty pay received from the Court and the per diem salary the teacher would have received for working. The teacher will submit to the principal a photocopy of the jury duty pay check received from the Court.

3. In the event that the request for rescheduling is denied, the teacher will attach copies of the request and denial to the leave request form.

G. Paid Sabbatical Leave

The School Board believes the best interest of the school will be served if staff members are encouraged to undertake graduate study and professional development.

1. The purpose of paid Sabbatical Leave may be to undertake additional relevant and pertinent academic graduate study at an accredited institution of higher learning or to pursue professional development of the employees which will ultimately be to the benefit of pupils and the Deerfield School District.

2. Teachers who have been employed in the district for seven (7) years may apply for paid Sabbatical Leave for up to one (1) year. During this paid Sabbatical Leave, the teacher will be considered to be in the employ of the district and will receive a salary equivalent to one-half of his/her annual salary. The teacher will be eligible for full benefits during the paid Sabbatical Leave. There will be no more than a total of one (1) Sabbatical Leave (paid or unpaid) granted in any academic year.

   Sabbatical leave for the purpose of academic graduate study at an accredited institution of higher learning or for professional development work will receive a salary equivalent to one half of his/her annual salary for one (1) year.

3. Any teacher granted a paid Sabbatical Leave will be required to work for a minimum of two (2) years for the Deerfield School District upon the return from the leave. Should a teacher not honor this agreement, he/she will be required to refund the amount of the salary paid during the paid Sabbatical to the Deerfield School District within one hundred eighty (180) days of the start of Deerfield's school year. As a specific condition for accepting a paid Sabbatical, the teacher will be required to sign an agreement indicating his/her willingness to make a refund within the one hundred eighty (180) day period. Should the employee die while on paid sabbatical leave, the repayment is waived.

4. The application will be a detailed summary of the project to be undertaken during the paid Sabbatical or a description of coursework at the accredited institution of higher learning. The application must be in the Superintendent's Office by December 1. A decision on the application will be given by January 15. If a paid Sabbatical Leave is offered the offeree has two (2) weeks to accept or decline the offer.

5. A Sabbatical Committee will be established to review the application and make recommendations to the Board as to who will receive the Sabbatical for that year. This committee will consist of: two teachers, Principal, one Board Member, and the Superintendent. The committee will establish the criteria and procedures for said Sabbatical to be approved by the Board.

6. Upon returning from paid Sabbatical Leave, the teacher shall be placed at the appropriate salary level which the teacher would have achieved had he/she remained actively employed in the District. All rights and benefits shall be reinstated at their previous level according to Article XIX (Duration).

H. Unpaid Sabbatical Leave

The School Board believes the best interest of the school will also be served if staff members are encouraged to undertake relevant and pertinent travel, exchange teacher programs, and/or relevant and pertinent work experience, including human services organizations.

1. The purposes of unpaid sabbatical leave may be to undertake relevant and pertinent travel, exchange teacher programs, relevant and pertinent educational and/or work experience, including human services organizations, such as Peace Corps.

2. Teachers who have been employed in the district for seven (7) years may apply for an unpaid sabbatical leave for up to one (1) year. During this unpaid sabbatical leave, no salary or benefits will be paid by the District. If allowed by insurance regulations, insurance will be available at the group rate at the teacher's expense. A teacher may apply for a second year. There will be no more than a total of one (1) sabbatical leave (paid or unpaid) granted in any year.

3. Upon return from the unpaid sabbatical leave, the teacher shall be placed at the appropriate salary level which the teacher would have achieved had he/she remained actively employed in the District. All rights and benefits shall be reinstated at their previous level upon the teacher's return.

I. Other Leaves

1. A member of the bargaining unit may be granted a leave of absence without pay for health purposes or personal reasons at the sole discretion of the Board.

2. Leaves of absences may be extended by the Board.

J. Benefits

All benefits to which a teacher was entitled at the time a leave of absence commenced will be restored to him/her upon his/her return and will be effective as of July 1 (Article XIX Duration) based on the effective date of the contract (Article XIX Duration), and he/she will be assigned to the same or a substantially equivalent position. The teacher will not advance on the salary schedule, nor earn any other benefits while on leave, except as noted in sections G (Paid Sabbatical Leave) and H (Unpaid Sabbatical Leave).

ARTICLE XIV
Compensation

A. Base Salary Schedule

The salaries and differentials of the members of the bargaining unit are set forth in Appendix A, attached to and made a part of this agreement.

Effective July 1, 2016 employees will advance one step, employees previously on step 11 advance to newly added step 12.

Effective July 1, 2017 employees will advance one step, employees previously on step 12 will receive an increase of 2.5% of step 12.

Effective July 1, 2018 employees will advance one step, employees previously on step 12 will receive an increase of 2.5% of step 12.

Initial placement on the salary schedule will be at the discretion of the Superintendent. In determining such placement, the teacher's total years of teaching experience and highest degree in a related field, related credits earned, and other educationally related experiences will be considered. Thereafter, teachers who have completed at least 90 days of the school year and whose performance is satisfactory, will be given credit for one complete year of experience and placed on the appropriate step the following year. Additionally, teachers who have completed the requirements necessary to move to the next track will be placed on that track upon submission of the necessary documentation to the Superintendent. The teacher's compensation will be adjusted accordingly on a pro-rata basis for the balance of the school year. Course credits to be applied toward track movement must be related to the subjects being taught by the teacher or related to educational practices and/or responsibilities. Exceptions may be considered by the Superintendent and the Board.

B Method and Time of Salary Payment

Members of the bargaining unit will receive their first paycheck no later than the second Friday of the school year, provided the school year begins in September. Teachers may elect to receive their salary in either twenty-six (26) or twenty-one (21) bi-weekly installments. Teachers being paid by the twenty-six (26) installment method will receive a final payment consisting of the equivalent of five bi-weekly salary payments in a lump-sum payment in June of the school year. Teachers must indicate in writing that they wish to receive their pay by the twenty-one (21) check method no later than August 1 of that school year. Those not indicating such a choice will be automatically placed on the twenty-six (26) payment plan.

C. Mileage Allowance

Teachers who are authorized by the Board to use private automobiles for school business will be reimbursed at the rate allowed by the Internal Revenue Service.

D. Teacher Retirement Benefit Plan

1. To begin the process a member of the bargaining unit of the Deerfield School District, who is fifty-two (52) years of age and has been employed full-time as a teacher in Deerfield for a minimum of ten (10) years, must submit a letter of intent to retire prior to November 1 eight (8) months prior to the commencement of the planned retirement. The process may begin in the tenth (10^{th}) year of employment.

2. Applicants who are at the top of the salary scale will receive:

   $6,000 beyond the regular contract to be paid after July first following retirement.

3. Any applicant not at the top of the salary scale will receive:

   $3,000 beyond the regular contract to be paid after July first following retirement.

4. It is understood that submission of an application for the retirement incentive and its acceptance by the Deerfield School Board constitute the bargaining unit member's official resignation effective June 30 of the school year when the final incentive payment is made. However, for compelling personal reasons, the employee may apply to be reinstated.

5. The Deerfield School is obligated to accept and fund no more than three (3) retirement incentive applications during any fiscal year.

6. If the Board receives more than three (3) requests for planned retirement to commence in any given year, it shall determine those who receive planned retirement as follows:

   a) Years of service to the District, the person with the greatest length of service being given preference;

   b) Should there be a tie in length of service, then by the age of the eligible individuals as of August 31 of the year of planned retirement, the older individual being given preference.

7. Eligible teachers requesting and not receiving planned retirement shall be given first consideration in the next year in accordance with the criteria in Section 7 above.

9. The Board shall notify applicants whether or not planned retirement has been granted by February 1 of the year of application.

E. Separation Benefit

The District will pay certified bargaining unit members who terminate employment voluntarily or are laid off, and who have the maximum accrued sick leave at the time of separation:

Beginning with the ninth (9^{th}) year of teaching in Deerfield twenty-five (25%) percent of unused sick leave at one hundred twenty-five ($125) dollars per diem.

ARTICLE XV
Fringe Benefits

A. Health Insurance

The Board will pay ninety (90%) percent of the premium for a single-person or seventy-five (75%) percent of two-person or family health insurance plan for each member of the bargaining unit who subscribes to such coverage. The District will pay seventy-five (75%) percent of the premium for each member of the bargaining unit and his/her domestic partner provided that the bargaining unit member and his/her domestic partner complete and submit all forms required by the medical benefits plan provider to establish his or her eligibility for benefits. An alternative health insurance provider may be offered to the Association at any time. The current health insurance provider cannot be changed unless it is mutually agreed upon by the School Board and Association. Teachers choosing not to subscribe to health insurance benefits for the entire contract year will receive three thousand five hundred ($3,500) dollars for a family plan, two thousand five hundred ($2,500) dollars for a two person and two thousand ($2,000) dollars for single coverage. The payment will be made at the end of the contract year and will be subject to normal employee payroll taxes. These teachers must sign a waiver and provide proof of health care insurance coverage elsewhere.

In the event that the plan identified above will result in the imposition during a subsequent year of this Agreement of any related fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes (the excise tax on high cost Employer-sponsored health coverage), the District and the Association will promptly reopen negotiations for the purpose of agreeing on (1) an alternative health plan that complies with the Affordable Care Act and does not result in the imposition of the so-called "Cadillac Tax" and (2) the distribution of any savings realized, to include the percentage of premium paid by each party. The parties agree to exchange proposals no later than November 15. If the parties are not able to agree on an alternative plan and distribution of savings by January 15, the parties will each submit one proposal to binding arbitration no later than February 15 with a mutually agreed acceptable arbitrator whose fees will be shared by the parties. In the event that the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposals and notify the parties no later than March 15 and that plan will be implemented for the following plan year.

B. Life Insurance

The Board will provide to each teacher a Group Life and Accidental Death and Dismemberment Policy in an amount no less than one and one-half (1 1/2) the teacher's annual base salary.

C. Dental Insurance

The Deerfield School District will pay eighty-five (85%) percent of the Delta Dental plan Option 3A for single, two-person or family coverage for members in the bargaining unit that participate in the plan. The District will pay eighty-five (85%) percent of the premium for each member of the bargaining unit and his/her domestic partner provided that the bargaining unit member and his/her domestic partner complete and submit all forms required by the benefits plan provider to establish his or her eligibility for benefits.

D. Course Reimbursement/Workshop Reimbursement

1. The Board agrees to reimburse teachers in the bargaining unit for up to nine (9) college credits per year in related educational practices and/or responsibilities. These courses included audited and non-credit courses. The maximum amount of individual reimbursement shall not exceed the cost of tuition and will be set at the current graduate course rate at the University of New Hampshire. These courses will require prior approval of the Principal and Superintendent with exceptions being considered by the Superintendent and the Board. Reimbursement will be paid upon the submission of the course approval form, a cancelled check showing payment for the course, and a grade report for the course. To be eligible for payment of a graded course the teacher will earn a grade of B or better unless the course in question is non-graded in which case the teacher must receive a passing grade. To be eligible for payment of an audited course the teacher will submit a grade report verifying attendance and completion of the course. If, at the end of the school year, unexpended money remains in the course reimbursement line item account, a teacher may request in writing by June 1st that additional previously approved courses be reimbursed. Course reimbursement will be made to the teacher within sixty (60) days of submission of all necessary material to the Superintendent's Office. If a teacher has taken a second semester course and does not honor his/her contract for the subsequent year, he/she will be required to refund the amount of the reimbursement to the Deerfield School District within sixty (60) days of the start of Deerfield's school year.

   Teachers who make a written request shall be entitled to advance payment for courses. Such prepayment of courses will be made from the district directly to the learning institution upon presentation of a tuition fee schedule or tuition voucher from the institution indicating that the employee is enrolled subject to tuition payment.

   If an employee who has received advance payment for course work fails to meet the grade achievement provisions set forth elsewhere in this section, or fails to complete the course(s), the district shall be entitled to recover such advance payments by pro rata deductions from the employee's salary over a period of not less than ten (10) pay periods or more than fifteen (15) payments.

2. Professional days for the purpose of visiting other schools, attending meetings or conferences of an educational nature, attending workshops, seminars, practica, conferences and in-service training sessions may be granted by the Principal and Superintendent at their discretion. In the event such leave is approved, the teacher will receive full pay and will be reimbursed his/her reasonable expenses. The teacher and Principal will mutually arrange for an appropriate substitute. Payment for expenses will be made within sixty (60) days of submission of an expense report to the Superintendent by the teacher.

3. Teachers who make a written request shall be entitled to advance payment of expenses for professional days as defined above taken within a given fiscal year, provided they are recommended by the principal and approved by the superintendent prior to the date of the activity and submitted by the deadline dates listed below.. Payment shall be made directly to the teacher upon timely receipt of a Reporting Leave Form with a request attached. Payment shall be processed and forwarded in accordance with the district's regular manifest schedule.

   The Board shall be obligated to expend no more than the sum of forty thousand ($40,000) dollars during year one of the agreement (2016/2017 school year), no more than forty-five thousand ($45,000) dollars during year two of the agreement (2017/2018 school year), and no more than fifty thousand ($50,000) dollars for the third year of the agreement (2018-2019 school year) for the purpose of one

(1) and two (2) above.. The monies allotted will be spent in three equal installments throughout the year. The opening date to apply for reimbursement for summer courses/workshops will be May 1, for the fall courses/workshops, July 1, and the spring courses/workshops, November 1.

To be considered for full reimbursement staff must submit a request within a two-week period from the start of the opening date. After the two-week period reimbursement will be done on a rolling basis.

a. The Board shall be obligated to expend not more than the following amounts for course reimbursement.

2016/17	$25,000
2017/18	$28,000
2018/19	$31,000

b. The board shall be obligated to expend not more than the following amounts for non-course professional development activities.

2016/17	$15,000
2017/18	$17,000
2018/19	$19,000

If there are remaining funds in either A or B above, in a given year, the monies can be used interchangeably.

5. In an effort to support staff improvement the Board may, at its discretion, expend more than is required under this Agreement. Such action will in no way obligate the Board to expend more than agreed upon in subsequent years.

6. For each year of the agreement, seven thousand five hundred ($7,500) dollars of the workshop reimbursement funds shall be exclusively dedicated and utilized for activities, which are directly related to Deerfield School District initiatives.

E. Enrollment of Teachers' Children

Under a 'grandfather clause' the children of teachers attending DCS during the 2010-2011 school year may continue until they graduate from DCS for a tuition of two hundred ($200) dollars per year. Requests for such attendance will be on the basis of a single school year at a time. Continued attendance of the child will also be contingent upon adequate academic progress and school citizenship. In no case will transportation costs be incurred by the district. Any new requests by non-resident teacher's to have their children attend Deerfield Community School will not be an option.

F. Section 125

The District shall maintain an IRC Section 125 Premium Offset Plan, a Health Care Flex Spending Account Plan and a Dependent Care Flex Spending Account Plan for any member of the bargaining unit who properly submits a request in writing by May 15 for such coverage in the following contract year.

G. Long Term Disability

The Board will provide long term disability insurance (LTD) coverage from an agreed upon insurance carrier with an agreed upon LTD policy. Each bargaining unit member will receive the LTD insurance benefit. The district will pay 100% of the cost.

H. Terms of Benefits

The terms of the benefits will commence on July 1 and end June 30 as stated in the duration clause (Article XIX).

ARTICLE XVI
Grievance Procedure

A. Definition

1. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

2. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) days (Monday to Friday) of its occurrence or from the time the teacher knew or should have known of its occurrence. The following matters are excluded from the Grievance Procedure:

   (a) Any matter for which a specific method is prescribed by law, or by any rule or regulation of the State Board of Education.

   (b) A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.

   (c) A complaint of a probationary teacher which is caused by his/her not being reemployed.

   (d) Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

   (e) Any grievance for which the grievant or grievants or organization representing such grievance has not in writing waived the right, if any, to submit the grievance to any other administrative or judicial tribunal.

   Failure of the Board or its agent to communicate the decision on a grievance within the specified time limits will permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a grievance to the next step within the specified time limits will be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

   No reprisals of any kind will be taken by the district or teachers against any party in interest or other participation in the grievance procedure. Any grievant party in interest may be represented by counsel or by representative selected by the Association.

B. Procedure

Step 1: An individual member of the bargaining unit may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Association will be excluded from a hearing if the employee so requests; but any resolution of the grievance will not be inconsistent with the terms of this agreement.

Step 2: Any teacher who has a grievance will submit it first in writing to the Principal in an attempt to resolve the matter. The grievance must specify:

(a) the person or persons allegedly causing the grievance

(b) the time(s) and place(s) of the action being grieved

(c) the nature of the grievance

(d) the language of this agreement which has allegedly been violated or misapplied

(e) the specific injury or loss which is claimed

(f) the remedy sought.

The Principal will hold a hearing within five (5) days of receipt of the written grievance and will render a decision no later than ten (10) days following the receipt of the written grievance.

Step 3: If the teacher is not satisfied with the decision rendered at the previous step, the teacher may appeal the decision to the Superintendent. Such an appeal must be in writing and must be made within five (5) days after the receipt of the decision from the previous step. All documentation presented at Step 2, along with the decision rendered will accompany the appeal to the Superintendent. The Superintendent will review the grievance and may request that a hearing be held with those involved in the grievance prior to making a decision. The Superintendent will render a decision within twenty (20) days after the receipt of the appeal from the employee.

Step 4: If the grievance is not resolved to the grievant's satisfaction at Step 3, an appeal may be filed with the Board within five (5) days of the receipt of the decision at the previous step. This appeal must be made in writing. All documentation presented at Step 3, along with the decision rendered at that step will accompany the appeal to the Board. The Board will hold a hearing within five (5) days of receipt of the appeal from Step 3 and will render a written recommendation no later than ten (10) days following receipt of the appeal. The Board will consider the recommendation of the Superintendent and will render a decision within ten (10) days.

Step 5: If the decision of the Board, after receipt of the Superintendent's recommendation, does not resolve the grievance, the Association will have the sole right to appeal that decision and the matter will be submitted to binding arbitration providing the Association notifies the Superintendent of such request in writing within ten (10) days of receipt by the Association of the Superintendent's decision as considered by the Board. The following procedure will be used to secure the services of an arbitrator.

(a) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(d) Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

(e) The arbitrator will limit himself/herself to the issues submitted to him/her and will consider nothing else. He/she will be bound by and must comply with all of the terms of this agreement. He/she will have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.

(f) The Board, the aggrieved, and the Association will receive copies of the arbitrator's report. This will be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

(g) The decision of the arbitrator will be binding upon the parties provided, however, either party will have a right to appeal such decision to the New Hampshire PELRB and the New Hampshire Courts under the provisions of New Hampshire RSA Chapter 542 as amended.

(h) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room will be borne equally by the Board and the Association. Any other expenses will be paid by the party incurring same.

ARTICLE XVII
Peaceful Resolution of Difference

In consideration of this agreement and its terms and conditions, the Association, its officers, representatives and members will not, during the terms of this agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor will the Association or its members take part in or condone "sanctions" against the Board or the School District.

ARTICLE XVIII
Savings Clause

A. If any article of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force.

B. It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understanding between the parties for the contract term.

C. This Agreement may not be altered, changed, or added to, deleted from or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

ARTICLE XIX
Duration

The language, benefits and salary schedule contained in this agreement will be in effect as of July 1, 2016 and will continue in full force and effect until June 30, 2019.

APPENDIX A

SALARY SCHEDULE
2016-2019

STEP	FC	BA	BA+15	BA +30	MA	MA+15	MA+30	MA+45
1	$34,195	$36,503	$37,495	$38,026	$38,734	$39,873	$41,098	$41,756
2	$35,920	$38,353	$39,420	$40,051	$41,059	$42,198	$43,623	$44,081
3	$37,645	$40,203	$41,345	$42,076	$43,384	$44,523	$45,748	$46,406
4	$39,370	$42,053	$43,270	$44,101	$45,709	$46,848	$48,073	$48,731
5	$41,095	$43,903	$45,195	$46,126	$48,034	$49,173	$50,398	$51,056
6	$42,820	$45,753	$47,120	$48,151	$50,359	$51,498	$52,723	$53,381
7	$44,545	$47,603	$49,045	$50,176	$52,684	$53,823	$55,048	$55,706
8	$46,270	$49,453	$50,970	$52,201	$55,009	$56,148	$57,373	$58,031
9	$47,995	$51,303	$52,895	$54,226	$57,334	$58,473	$59,698	$60,356
10	$49,720	$53,153	$54,820	$56,251	$59,659	$60,798	$62,023	$62,681
11	$51,445	$55,003	$56,745	$58,276	$62,984	$63,123	$64,348	$65,006
12	$53,170	$56,853	$58,670	$60,301	$64,309	$65,448	$66,673	$67,331

LONGEVITY

2016/17=$600	2017-2019=$800	(10-13 completed years in the Deerfield School District)
2016/17=$900	2017-2019=$1,200	(14-18 completed years in the Deerfield School District)
2016/17=$1,200	2017-2019=$1,500	(19+ completed years in the Deerfield School District)

$ 500 Grandfathered for those receiving this benefit for less than 10 years in Deerfield but more than 10 years' experience teaching.