

**Agreement Between**  
**Derry Cooperative School District #1**  
**And The**  
**Derry Education Association**  
**2010-2012**

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## **ARTICLE 1 RECOGNITION**

**1-01** The Derry School Board (hereinafter called the “Board”) recognizes the Derry Education Association (hereinafter called the “Association”) as the exclusive representative for purposes of collective bargaining for a unit composed of teachers, guidance counselors, speech therapists, librarians, school nurses, occupational therapists, physical therapists, speech language pathologists, school psychologists, occupational therapy assistants and physical therapy assistants.

**1-02** Specifically excluded from the unit are the Superintendent, Assistant Superintendents, Principals, full-time Assistant Principals, Directors, Chief Psychologist, and all nonprofessional employees.

**1-03** The words “teacher” or “teachers” shall, as used in this Agreement, be defined as including all members of the bargaining unit. Part-time employees in bargaining unit positions who work at least half-time will receive benefits which are prorated in accordance with the number of days and hours worked.

## **ARTICLE 2 DURATION**

**2-01** The Agreement shall be effective July 1, 2010, and shall terminate June 30, 2012.

**2-02** Should either party desire to negotiate a successor agreement to take effect following expiration of this Agreement, such party shall notify the other in writing by June 30 prior to expiration of this Agreement. Following such notice, the parties shall begin meeting by August 15 for the purpose of negotiating a successor agreement.

**2-03** The parties acknowledge and agree that this Agreement will be “Sanbornized” (i.e. the cost items associated with all years of the Agreement will be submitted to the legislative body for approval at the 2010 Derry School District Meeting).

**ARTICLE 3  
TEACHER RIGHTS**

**3-01** A teacher shall have the right, when appearing before the Board in open or closed session, to be accompanied by a representative of his/her choice.

**3-02** Individual teachers shall have the right to form associations or organizations. He/she shall be free from interference, restraint or coercion by the Board or the Association and its agents in the designation of representatives of his/her own choosing for the purpose of collective bargaining, provided he/she shall have the right to refrain from any or all such activities.

**3-03** The teacher will not be required to perform any duty or act which threatens anyone's physical safety or well-being.

**3-04** In the event that the Superintendent of Schools finds it necessary to suspend a teacher, the following is the procedure to be followed:

**A.** The Superintendent shall communicate by either certified mail or hand delivered letter, to the member of the staff being suspended, the reason or reasons for the suspension and the time it is to take effect.

**B.** The Superintendent will continue the teacher on salary during this suspension.

**3-05        Review Of Personnel File**

**A.** A teacher shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained therein. The Superintendent, or his/her designee shall be present on inspection of said file. The teacher shall be entitled to have a representative of the Association accompany him/her during such a review. At least once every two years, a teacher shall have the right to indicate those documents and/or other materials in the file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent and the teacher and if they mutually agree that the documents are obsolete or otherwise inappropriate, the documents shall be destroyed.

**B.** No material derogatory to a teacher's conduct, service, character, or personality, shall be placed in his/her personnel file unless the teacher has the opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. At the time the signature is to be affixed, the teacher shall be entitled to have present an association representative. The teacher shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee, and attached to the file copy.

**C.** Although the District agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to a teacher's initial employment, it shall not establish any separate personnel file which is not available for the teacher's inspection. All teacher's files to be subject to the 1974 Rights of Privacy Act.

**3-06** Any individual contract between the Board and any individual teacher hereto or hereafter executed shall not be inconsistent with the terms and conditions of this Agreement.

**3-07 A)** If a teacher is to be reprimanded or disciplined, said reprimand or disciplinary action will take place in private conference with the teacher's principal or immediate supervisor, except when an extraordinary situation exists and the principal or supervisor deems it necessary to take immediate disciplinary action or directive action. Generally, a reprimand or disciplinary action shall not be taken in the presence of students, parents, or staff members and without prior supporting evidence of the need for said action. (The term discipline does not include the discharge or non renewal of a teacher which actions shall be governed by the provisions of RSA-189.)

**B)** No teacher shall be disciplined or reprimanded without just cause. No teacher should be suspended, either with or without pay, except for just cause. Discipline shall ordinarily be progressive but may be imposed at any level depending on the severity of the offense. All information forming the basis for the disciplinary action will be made available to the teacher. For the purpose of this agreement, discipline shall be deemed to exclude teacher nonrenewal or dismissal, which shall be governed under the provisions of RSA-189.

**3-08** A teacher who has taught in the Derry School District three (3) or more years and who voluntarily transfers from an existing teaching position in one assignment area to a teaching position in another assignment area may, upon request, return to his/her original teaching assignment in the following school year if there is a vacancy in that assignment area. Said request for returning to the original assignment area must be received in the Office of the Superintendent of Schools no later than June 1 of the first year of the new teaching assignment.

**3-09** The District shall post all vacancies for current and for newly created positions and for all paid committee work and paid grant positions by June 1 or, if the District is notified of vacancies after May 1, within 30 days of notification. The posting shall be at each work site and in the Superintendent's office. The posting period for vacancies shall be for ten (10) work days during the customary work year, and fourteen (14) calendar days during the summer months, provided the vacancy does not occur fifteen (15) days prior to the opening of school.

**3-10 A.** All teachers transferred during the school year or fifteen (15) days (or less) prior to the start of the school year to a new grade or subject area, shall be provided with up to three (3) paid days at the teacher's per diem rate, to deal with on-site work required to prepare/plan for the new assignment.

**B.** The Superintendent may transfer teachers subject to the following. When a transfer to another position is necessary, the Superintendent shall first ask for volunteers to fill this position. The Superintendent shall consider filling the position with volunteers, but the Superintendent is not required to select a volunteer for transfer. If the Superintendent makes an involuntary transfer, the teacher selected will be notified in writing immediately. Upon request, a teacher designated for involuntary transfer will be entitled to a meeting with the Superintendent to discuss the reasons for the involuntary transfer.

**3-11** Teachers may utilize district email and other electronic media in the performance of their professional, Association and professional development responsibilities, subject to school board policies.

#### **ARTICLE 4 ASSOCIATION RIGHTS**

**4-01** The Association and its representative may use school buildings at reasonable hours for Association meetings and activities, subject to board policy at the time of the request.

**4-02** The Association may post notices of Association activities and letters of Association concerns in each school building in the areas

designated as teacher areas. Such notice shall be shown to the building principal or designee prior to posting.

**4-03** Six (6) copies of any agenda for a School Board Meeting shall be sent to the President of the Association when such agenda is sent to members of the Board.

**4-04** Six (6) copies of minutes of any public School Board Meeting shall be sent to the President of the Association. Email transmission of the agenda is acceptable.

**4-05** The Association will have the right to designate representatives in each school building.

**4-06** The Association may use teacher mailboxes for communications to teachers. A copy of communications not personally addressed, will be given to the building principal and Superintendent at the time of distribution to the teachers.

**4-07** The Association and its representatives shall have the right to use school facilities and equipment at reasonable times when such equipment is otherwise not in use, subject to the approval of the building principal or designee. It is understood that school supplies (paper, glue, paint and the like) if used, will be paid for by the Association. Exception: Typewriters made available to teachers and duplicating equipment may be used at reasonable times when not in use.

**4-08** The cost of typing and printing of the Agreement shall be divided equally between the Association and the Board and copies shall be distributed to all members of the Association within thirty (30) days after the Agreement is signed. The number of copies to be mutually agreed upon by the President of the Association and the Superintendent of Schools.

**4-09** The Superintendent shall place on the agenda of a regular Board Meeting any matter requested by the Association provided that such matter has been brought to his/her attention twenty-four (24) hours before the formulation of the agenda.

**4-10** If the Board meets while school is in session, the President or his/her designee will be notified whenever possible in advance and allowed to attend with the School Board paying for the President or his/her designee. At the beginning of every school year, the association shall be credited with four (4) days to be used by teachers who are officers or agents of the Association. In addition, up to fourteen (14) teachers each year may attend the NEA-NH delegate assembly for one day. The Superintendent

will be notified no less than five (5) calendar days prior to the commencement of such leave.

**4-11** A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board, participating in any professional grievance, negotiation, including arbitration or appearing before a state agency on behalf of the Association, shall be released from regular duties without loss of salary (matters pertaining to this Agreement only).

**4-12** The rights and/or privileges of representation granted to the Association under “State of New Hampshire Rules and Regulations Public Employee Labor Relations Board” will not be denied.

## **ARTICLE 5 DUES CHECK-OFF**

**5-01** The District shall, for the duration of this Agreement, deduct DEA/NHEA/NEA dues regularly and periodically, and such other deductions, including disability insurance, each month from the paycheck of each employee who individually and voluntarily authorizes said deductions in writing. Said authorization must be received in the Superintendent’s Office thirty (30) calendar days prior to beginning such deductions.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

**6-01** Grievance

**A.** “Grievance” shall mean a complaint by a teacher, a group of teachers, and/or the Association that there had been to him/her an alleged violation, misinterpretation or inequitable application of any provision of this Agreement except that the term “grievance” shall not apply to: (1) any matter for which specific method of review is prescribed by law; or (2) any rule or regulation of the State Commissioner of Education; or (3) any by-law of the Board of Education pertaining to its internal organization; or (4) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; (5) a complaint of a teacher which arises by reason of his/her not being re-employed; or (6) a complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which “tenure” is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) workdays of its occurrence.



**6-02 A Restriction**

A grievance to be considered under this procedure during the months of June, July and August must be initiated by the employee within fifteen (15) calendar days of its occurrence.

**6-03 Procedure**

**A.** Failure at any step of this procedure to communicate a decision or a grievance within the specified time limits shall permit the aggrieved employee and/or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at this step.

**B.** It is understood that the employee shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

**INFORMAL PROCEDURE:** Any employee who has a grievance shall discuss it first with his/her principal or director as applicable in an attempt to resolve the matter informally at that level.

**FORMAL PROCEDURE:**

**Step I:** If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee and/or the Association within five (5) work days, he/she shall set forth his/her grievance in writing to the Principal specifying:

1. The nature of the grievance and the date occurred.
2. The nature and extent of the violation, misinterpretation or inequitable application.
3. The results of previous discussions.
4. His/her dissatisfaction with decision previously rendered.
5. The remedy sought.

**Step II:** The Principal may communicate his/her decision to the employee and/or the Association in writing within five (5) work days of receipt of the written grievance.

**Step III:** The employee and/or the Association no later than five (5) work days after receipt of the principal's decision or, if none, no later than five (5) work days after the deadline for the principal to issue his written decision, may appeal to the Superintendent of Schools or his/her designee. The appeal to the Superintendent or his/her designee must be made in writing reciting the matter submitted to the Principal, as specified above, and the employee and/or Association's dissatisfaction with the decision previously rendered. The Superintendent or his/her designee may meet with the employee and/or the Association to attempt to resolve the matter

as quickly as possible. Any such meeting shall occur within a period not to exceed ten (10) work days after receipt of the appeal to Step III. The Superintendent or his/her designee may communicate his/her decision in writing to the employee and/or the Association and to the principal within twenty (20) work days after receipt of the appeal to Step III.

Step IV: If the grievance is not resolved to the employee's satisfaction, he/she no later than five (5) work days after receipt of the Superintendent's written decision or, if none, no later than five (5) work days after the deadline for the Superintendent to issue his written decision, may request a review by the School Board. The request shall be in writing through the Superintendent of Schools, who shall attach all related papers and forward this request to the School Board. The Board or a committee thereof shall review the grievance and may hold a hearing with the employee. The Board may render in writing a decision within thirty (30) calendar days of the receipt of the grievance. If the Board does not resolve the grievance to the satisfaction of the employee-grievant and he/she wishes a review by a third party, he/she shall so notify the Association within ten (10) work days of receipt of the Board's decision or, if none, within ten (10) work days of the deadline for the Board's written decision. If the Association determines that the matter should be reviewed further, it shall also advise the Board through the Superintendent within twenty (20) work days of receipt of the Board's decision or, if none, within twenty (20) work days of the deadline for the Board's written decision. The Executive Board of the Association will request the American Arbitration Association to submit a panel of arbitrators for mutual selection by the parties.

1. The arbitrator shall limit himself/herself to issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract from the Agreement between the parties. The decision of the arbitrator shall be binding upon both parties. Provided however, either party may appeal such decision pursuant to NH RSA Chapter 542:8.

2. Right of Teachers to Representation

- A: Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option by a representative selected, or at his/her option by a representative selected or approved by the Association.

- B: If a teacher, who has presented a grievance on his/her own behalf wishes to carry such a grievance to arbitration, the Superintendent shall review the facts of the case with the Association upon receipt of such request for arbitration by the teacher. The Association thereupon will give copies of decisions and appeals made at each prior step of the grievance procedure.

3. Costs

- A: Each party will bear the total cost incurred by themselves.

- B: The fees and expenses of the arbitration will be shared

equally by the two parties.

C: Any individual teacher of the District shall be assured freedom of restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal.

D: The Association shall have the right to have representatives present at all levels of the grievance process.

E: Grievances arising out of decisions made by the Superintendent and/or the Board may be submitted by the Association at Step III.

## **ARTICLE 7 TEACHER DAY**

**7-01** Starting with the 2010-11 school year, the student instructional day shall 20 minutes longer than it was in the 2009-10 school year.

**7-02 A)** The teacher day at the elementary schools shall be six (6) hours forty-five (45) minutes or until completion of professional responsibilities, whichever is longer. The teacher day at the middle schools shall be six (6) hours fifty-five (55) minutes or until completion of professional responsibilities, whichever is longer. The teacher day shall begin at least 5 minutes before the tardy bell and shall end at least 5 minutes after the dismissal bell. For example, if the teacher day begins 5 minutes before the tardy bell, it shall end 15 after the dismissal bell or upon completion of professional responsibilities, whichever is later; if the teacher day begins 10 minutes before the tardy bell, it shall end 10 minutes after the dismissal bell or upon completion of professional responsibilities, whichever is later. The administration at each school will give the Association an opportunity for input on the details for implementation of the extended student instructional day before the administration implements it.

**B)** Teachers' professional responsibilities include meetings, field trips and open houses. However, except in emergencies, the administration will make every reasonable effort:

(1) To limit the number of staff, faculty, department, grade-level team, and committee meetings that the administration requires the teacher to attend outside the timeframe described in Section 7-02(A) to an average of three per month, no more than 30 per year, with 7 days prior notice;

(2) To limit the duration of meetings that the administration requires the teacher to attend outside the timeframe described in Section 7-02(A) to 60 minutes after the teacher day;

**and**

(3) To limit the number of administratively assigned field trips from which the teacher will be scheduled to return more than 60 minutes after the dismissal bell to one per year. Field trips on multiple days to the same

location (e.g., Browne Center) shall be deemed to be a single field trip for purposes of this provision;<sup>1</sup>

C) The School District shall pay a stipend of \$70 per employee per night who participates in an overnight school activity for which the employee does not receive some other stipend.

**7-03** Teachers assigned to morning or afternoon bus duty shall be on duty at times determined by their building principal.

**7-04 A)** Elementary school teachers shall be granted at least four 45-minute periods of time per five-day week as preparation time for classroom related activities. Middle school teachers shall be granted at least five 45-minute periods of time per five-day week as preparation time for classroom related activities.

B) All teachers shall have an average of twenty-five (25) minutes per day for lunch each week. The Administration will take reasonable steps to minimize interruptions during teachers' lunches.

**7-05** Supplemental Services personnel assigned to specific schools shall follow the regular teachers' attendance and assignment schedule. Supplemental Services personnel not assigned to a specific school shall be on the elementary schedule.

**7-06** When a teacher is going to be absent, that teacher shall contact a designee of the administration, who shall have the responsibility of securing an appropriate substitute. Every reasonable effort shall be made to provide substitutes for the classroom teacher, resource room teacher, and specialist. Only in an emergency circumstance shall a teacher be required to substitute for an absent teacher. A teacher so required to substitute for an absent teacher will be paid, in addition to his/her regular salary, a stipend in the amount of \$20 per class period that the teacher is required to substitute.

## **ARTICLE 8 TEACHER YEAR**

The work year for teachers shall not exceed 186 work days. At least one workshop day before the students' first day of school shall be a meeting-free, uninterrupted preparation day.<sup>2</sup> One day shall be set aside for parent-teacher conferences, and teachers shall be free of other duties involving student contact during that day.

## **ARTICLE 9 LEAVES OF ABSENCE**

### **9-01** Sabbatical Leave

A teacher with seven (7) years consecutive service to the Derry School system may be eligible for a Sabbatical Leave.

1. Section 7-02(B)(1) does not limit student meetings, parent meetings, special education team meetings, 504 meetings, and other meetings not listed in that section. Section 7-02(B)(1) and (2) do not change past practices regarding open houses and other non-meetings.  
2. The additional (186<sup>th</sup>) work day shall be scheduled at the start of the school year

Upon the recommendation of the Superintendent of Schools, the Board may permit members of the professional staff to take Sabbatical Leave for the purpose of “professional improvement” and benefit to the Derry School District. It is agreed that “professional improvement” shall mean: approved full-time graduate study in an accredited college, university or other recognized educational institution, or externship, or travel which will materially and significantly improve the teacher’s ability and capacity to teach.

Applications for Sabbatical Leave must be in the Superintendent’s office no later than the 5<sup>th</sup> day of January for the following September. The application shall be in the form of a detailed summary of the project to be undertaken during the Sabbatical Leave.

The compensation for the staff member on Sabbatical Leave shall be full salary for one semester or one-half salary for two semesters.

Payment of salary to a staff member on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The staff member will be required to furnish proof to the Superintendent as to the status of his/her Sabbatical Leave project upon the Superintendent’s request.

A maximum of three professional employees may be granted Sabbatical Leave each year.

As a condition to receiving final approval for Sabbatical Leave, a staff member must file with the Superintendent the provided contract agreement which stipulates that he/she will return to the Derry School District for a period of two (2) years after the expiration of said leave or repay the District within twenty-four (24) months of the date that his/her Sabbatical Leave terminated, the full amount received as salary during the Sabbatical Leave. His/her position, upon returning to the Derry Cooperative School District, shall be one that best serves the School District as determined by the Superintendent.

The term of Sabbatical leave shall entitle an employee to a normal salary schedule increment at the beginning of the next fall.

The regular sick leave policy shall apply to employees returning to the School district. Accumulated sick leave still continues.

The person on Sabbatical Leave shall be eligible for teacher fringe benefits then in effect.

The Board will make an allowance for the cost of courses taken during the Sabbatical equal to the “Incentive Pay for Educational Courses” then in effect.

**9-02 Personal Leave:**

Each teacher may have three (3) days with pay per year non cumulative, for the purpose of attending to personal business or household matters which require the absence of the teacher during school hours and which cannot otherwise be scheduled provided however, earned leave may not be taken on the day before or the day following a vacation or holiday period, excepting that the Superintendent may make exceptions in cases of emergency.

Written intention to take such leave shall be filed with the Superintendent, or his/her designee at least one week in advance. Exceptions will be made when the requirement for one week advance notice would be a hardship or an impossibility. In order that it might be determined whether the leave falls within the definition above, the applicant must state the reason for the leave if so requested by the principal in the event that the abuse of such personal leave is suspected. The Board upon the recommendation of the Superintendent may grant additional days.

**9-03** A parental leave without pay or other benefits of up to one (1) school year may be granted to either male or female teachers with at least one year’s service with the District for the purpose of caring for their newborn infant(s) or newly adopted infant(s).

An application for such leave must be made in writing to the Superintendent at least four (4) months in advance of the expected date of delivery or adoption (or in the case of adoption, as much notice as possible), be supported by a doctor’s certificate and include the requested date of commencement and termination of the leave.

The leave shall commence and terminate on the date(s) requested by the teacher as approved by the Superintendent, provided however, no such leave shall be approved to terminate later than the last day of a marking period.

The leave shall be without pay or benefits, excepting that a teacher disabled as a result of pregnancy or childbirth shall be entitled to use all or any portion of her sick leave.

A teacher returning from parental leave will be assigned to a position within the teacher’s level of competence and certification.

A teacher on such leave for a full school year must notify the Superintendent, in writing, prior to March 1 of that school year of his/her intention to return to work upon the termination of the leave. In cases where both husband and wife are teachers in the District, only one of them may be granted parental leave at one and the same time.

**9-04 Military Leave**

Military Leave of Absence shall be granted by the Board in accordance with existing State and Federal Statutes. 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 services and the amount of earnings lost by him/her for reason of such service, based on the employee's regular daily rate.

**9-05 Jury Duty Leave**

An employee called as a juror will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate. Satisfactory evidence must be submitted to the employee's immediate supervisor.

**9-06 Death-In-The-Family**

In the event of the death of a teacher's parent, stepparent, child, stepchild, sibling, spouse or domestic partner, the teacher will be entitled to leave with pay for five (5) working days. In the event of the death of a teacher's in-law or other member of the teacher's immediate household, the teacher will be entitled to leave with pay for three (3) working days. In the event of a death listed above, or others, the Superintendent may grant leave or additional leave.

**9-07 Sick Leave**

Teachers will be entitled to fifteen (15) days sick leave with pay each year for personal illness. Sick leave days may be accumulated from year-to-year with a maximum of one hundred twenty (120) days. Once a teacher has accumulated the maximum 120 days of sick leave, that teacher still shall be entitled to receive 15 sick days each year, but any of those 15 sick days not used during that year will not carry over to the next year. A teacher may use up to 15 days of sick leave under this section each year for the illness of a spouse, child, parent or domestic partner who resides in the teacher's home. A teacher may use up to 5 days of sick leave under this section each year for the illness of a child or parent who does not reside in the teacher's home.

**9-08 Sick Bank**

The Board agrees to establish a sick leave bank for employees covered by this Agreement. The sick bank shall apply to a disability or illness (excluding work connected accident) which causes an employee to be unable to perform his/her contractual obligation for five (5) contract days or more. Each employee covered by this agreement agrees to donate one (1) day from the fifteen (15) days set forth in Section 9-07 to be deposited in said "Bank" unless the Bank already is at a level of

250 days or more. If at any time, the bank reaches the level of thirty (30) days, every teacher shall be required to donate (1) sick leave day to the bank. To become eligible to request extended benefits from this sick bank, an employee must: have exhausted all but two (2) of his/her accrued sick leave under Section 9-07; present satisfactory medical evidence of disability or illness (excluding work connected accident) which causes the employee to be unable to perform his/her contractual obligation for five (5) contract days or more; and get approval of the Superintendent or his/her designee. An employee may draw up to thirty (30) days from said "sick bank" in any one (1) year. Days in the sick bank that are not used during one school year will remain in the sick bank and will be carried over to the next school year. Supervision of this bank shall be conducted by the Assistant Superintendent for Business and (3) members of the Association. This section of the Article shall not be grievable.

**9-09 Perfect Attendance**

A teacher having perfect attendance for either the first or the second semester will receive \$150. A teacher having perfect attendance for both semesters will receive a total of \$400. Perfect attendance is defined as attendance for the number of days set forth in Article 8 with the following exceptions: (1) less than the number of days set forth in Article 8 if approved by the School board (Example: snow day that does not require a make-up); (2) personal days will be counted as absences unless they are utilized for religious holidays; and (3) approved professional and bereavement days will not be deducted from perfect attendance.

**9-10 General Leave**

Leaves for any and all other reasons paid or not paid shall be granted at the discretion of the Board.

**ARTICLE 10  
BOARD RIGHTS**

**10-01** As to every matter not covered by the Agreement and except as expressly or directly modified by clear language of a specific provision this Agreement, the Board retains exclusively to itself all rights and powers that it has now or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of a grievance or arbitration.



**10-02** Notwithstanding any other provisions in this Agreement, the Board has sole jurisdiction, authority and discretion to contract with individuals, companies or agencies to provide services that otherwise would be provided by persons employed in this bargaining unit if the Superintendent determines that he cannot fill the position at the applicable salary with a qualified applicant. The Board will not contract-out for teacher, librarian or guidance counselor services.

**ARTICLE 11  
TEACHER EMPLOYMENT**

**11-01** The Board agrees to hire for every position a person who is certified for that position, if certification is required by the State of New Hampshire. This provision shall not apply in the instance where the Superintendent has made every reasonable effort to hire a certified person and one cannot be found.

**ARTICLE 12  
EVALUATION OF PROFESSIONAL STAFF**

**12-01** The Derry Cooperative School Board and the Derry Education Association intends to maintain the best qualified staff to provide quality education for students.

A. Evaluations shall take place with the full knowledge of the teacher.

B. Except when otherwise covered by law, the evaluation process should provide the teacher with awareness of professional teaching deficiencies or other deficiencies that may relate to other important aspects of the job should they exist. Further, the evaluation process should provide for suggestions to improve upon the deficiencies if noted by the evaluator.

C. The person evaluating the teacher shall discuss the evaluation with the teacher within five (5) school days of the evaluation unless the absence of the evaluator or the teacher makes this impossible. Teachers shall be evaluated only by persons who are certified as administrators, have completed one or more courses in supervision, or have evaluated teachers in Derry in the past.

D. Teachers shall be given the opportunity following the observation and prior to the final written evaluation to present any further information he/she deems the evaluator may need.

E. Each teacher shall have the right to attach a rebuttal to the evaluation and this rebuttal shall be placed in the file with the evaluation. Any rebuttal must be submitted within five (5) school days upon the receipt of the evaluation.

F. Nothing contained herein shall prohibit the informal day-to-day observation of a teacher by an administrator in a variety of work

settings. No teacher shall be required to sign a blank or incomplete evaluation form. The teacher's signature shall indicate only that the report has been read by the Teacher and shall not be interpreted to indicate agreement with the contents Thereof.

### **ARTICLE 13 SAVINGS CLAUSE**

**13-01** If any Article or part of this Agreement is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with our enforcement of an Article or part should be restrained by such tribunal, the remainder of the Agreement shall not be effected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or part.

### **ARTICLE 14 - REDUCTION IN FORCE**

**14-01** When it is determined by the Board to reduce the number of staff, the following procedure shall be utilized:

**A:** As soon as a reduction in force is being considered by the Board, the Executive Board of the Association shall be notified in writing, specifying the nature of the proposed reduction. A meeting shall take place between the Association representatives and representatives of the Board prior to any action.

**B:** Reductions shall be accomplished first by attrition, resignations and/or retirements in the designated RIF assignment areas affected by the reductions.

**C:** If more reductions are necessary, then part-time staff shall be laid off if they are in the designated RIF assignment areas affected by the reduction.

**D:** If further reductions are necessary, then nontenured staff shall be laid off if they are in the designated RIF assignment areas affected by the reduction.

**E:** If further layoffs are necessary, only then shall staff on continuing contracts in the designated RIF assignment areas be affected. A continuing contract staff member is one who qualifies for notice, reasons, a School Board hearing under the provisions of RSA 189:14-a. Continuing contract staff shall be laid off on the basis of seniority within their current assignment area, with the least senior staff person in that assignment area laid off first.

**GROUPINGS:** Assignment Areas

Grades K-5

Grades 6-8 English, math, science, social studies, foreign language, life Skills/home economics, industrial arts/technical ed.

Grades K-8: Special education, reading, guidance counselors, nurses, art, music, physical education, media/library, gifted and talented, computer/study skills, psychologist, occupational therapist, physical therapist, occupational therapy assistant, physical therapy assistant, speech therapist, speech-language pathologist, ESOL.

Within groupings, a teacher shall have one year of seniority in an Assignment area for each year that the teacher has taught in that assignment area, provided that the teacher holds certification from the New Hampshire Board of Education in that assignment area if certification from the New Hampshire Board of Education is available for that assignment area. A teacher who has taught for at least one (1) year in the last ten (10) years in an assignment area in another grouping, and who is certified in that assignment area if certification from the New Hampshire Board of Education is available for that assignment area, shall have full seniority rights in that assignment area of that grouping if he/she is affected by a RIF in his/her current teaching assignment.

When seniority is equal, the greater seniority shall be determined by degrees and then credit earned by the teachers. If a tie exists, it shall be resolved by lottery. A committee of three Association representatives and the Superintendent of Schools will review the list of teachers affected by RIF Action to verify its conformance to the language of this article.

**F:** Recall of staff members shall be in the reverse order of the layoff for any open position within their assignment area at the time of layoff, except that a staff member shall have no recall rights to a position for which the Superintendent, in his or her sole discretion, determines the staff member is not highly qualified pursuant to the E.S.E.A.

1. A staff member shall hold the right to recall to a position to which he/she was assigned at the time of the layoff for 24 months following the reduction in staff, subject to subsection 2.

2. A staff member on recall shall have the right to refuse recall without losing his/her recall status during the first 12 month period following the reduction in staff.

3. A staff member shall be responsible for notifying the Superintendent, in writing, of any changes in address. Recall notice shall be mailed via certified or registered mail with return receipt requested.

4. A staff member shall have up to twenty-eight (28) calendar days to respond to any recall notice, or the vacancy shall be filled.

5. No new employees shall be hired for any vacancy while laid off personnel with recall rights to that assignment area are eligible to fill the vacancy.

6. A laid off staff member shall retain previous seniority and other accrued benefits, such as accumulated sick leave, for as long as his/her recall rights exist.

**G:** A computerized master list of teachers by seniority in their current assignment areas shall be made available on or before October 1 each year. A master list shall be made available to the Association following individual teacher notification of their personal seniority status.

## **ARTICLE 15 TRAVEL**

**15-01** Any teacher traveling between schools performing their assigned duties during the hours school is in session shall be reimbursed at the IRS rate.

## **ARTICLE 16 INSURANCE**

### **16-01 Health Insurance:**

**A:** Each year, on or before July 1, each teacher shall elect health insurance for the next school year under one of the following options:

(1) A plan offered through the District: Blue Choice, Blue Choice New England, Anthem HMO, or the substantial equivalent;  
or

(2) a plan not offered by the District.

**B:** For teachers who elect a plan offered by the District, the District shall pay the following percentages of the premium for a single, two-member, or family plan, whichever is selected by the teacher.

	<u>2010-2011</u>	<u>2011-2012</u>
District	80%	80%
Teacher	20%	20%

**C:** For teachers who elect a plan not offered through the District, the teacher must provide proof of coverage under such plan each year and the District shall not pay any portion of the premium for that plan. Each year on or before July 1, a teacher who previously had elected a plan not offered through the District may replace that plan with a plan offered through the District. Each year that a teacher elects a plan not offered through the District, he/she shall receive a bonus in the amount of \$1000, which shall be paid during each school year that the teacher is covered by a plan that is not offered through the District.

**16-02** Life Insurance: The Board agrees to provide Term Life and AD & D at a sum equivalent to the Teacher's annual salary.

**16-03 Dental Insurance:** The District agrees to pay the full cost of single, or 90% for two person, or 90% for family coverage for Northeast Delta Dental with the following coverage:

- A. 100%
- B. 80%
- C. 50%
- D. 50%
- No deductible

\$1,000 per/person contract year maximum.

The School District will establish an Internal Revenue Code Section 125 flexible benefit plan that allows bargaining unit members to pay health care, child care and insurance on a pre-tax basis.

## **ARTICLE 17 TEACHER IMPROVEMENT**

**17-01** A teacher shall, upon presentation of his/her transcript and a bursar's receipt, be reimbursed in a lump sum for the cost of tuition for courses taken during each year of this agreement, as follows:

**A.** Individual course reimbursement cannot exceed the following amount per teacher per year:

2010-11 \$2200

2011-12 \$2300

**B.** The reimbursement will be made for up to nine credits per school year for teachers enrolled in an advanced degree program, and /or up to six credits per school year for teachers who are not in a degree program.

**C.** The courses are of content related to the curriculum or course of study taught by the teacher.

**D.** The courses are approved in advance by the principal and the Superintendent.

**E.** The teacher has received a grade of B or better, or "pass" in a pass/fail course.

**F.** Teachers who leave the system will reimburse the District for all payments received by the teacher in the last year that the teacher taught in the District. Such payments will be made within one (1) year from the last day that the teacher taught in the District, if so requested by the School Board.

**G.** The total reimbursement to all teachers shall not exceed the following amounts each year:

2010-11 \$80,000

2011-12 \$81,000

**H.** The teacher shall present his/her transcript and the bursar's receipt to the Superintendent on or before June 1 of the school year in which reimbursement is requested.

**I.** In the event that funds in the course reimbursement pool under Section 17-01 (G) remain unencumbered after June 1, teachers may request additional course reimbursement by June 15 in accordance with the provisions in Section 17-01. The unencumbered funds in the course reimbursement pool shall be divided among these additional requests on a pro-rata basis by June 30.

## **ARTICLE 18 CO-CURRICULAR**

**18-01** The District shall have funds assigned to co-curricular activities that equal the totals reflected in Appendix "A". Each year by June 1, notice of all middle school co-curricular positions shall be posted for the following school year. The District will provide the Association with a list of positions and associated stipends for each elementary school by October 15.

## **ARTICLE 19 LONGEVITY**

**19-01** The District agrees to provide a teacher a longevity bonus of \$700 after (11) years of service; \$1600 after 15 years of service, and \$2100 after (20) years of service within the Derry School District. During the 2010-11 school year only, the longevity bonus will be paid either in equal installments in each payroll check or in a lump sum, whichever the employee selects. In the 2011-12 school year, the School District will resume paying the longevity bonus in a lump sum check.

## **ARTICLE 20 PLACEMENT ON APPROVED SALARY SCHEDULE**

**20-01** The Superintendent shall be directed to place all members of the professional staff on the proper step of the salary schedule, effective at the time of the appointment. Generally no new employee shall be placed on a step of the salary schedule which is higher than those steps for current employees with equivalent experience. However, exceptions will be allowed if the Superintendent determines that there is an unavailability of qualified candidates or that a candidate should receive credit for special experience outside the field of education. The Superintendent shall notify the president of the Association, or his/her designee, in writing within (30) thirty days of hiring new teachers of the steps on the salary schedule upon which those new teachers initially are placed.

**20-02** Any teacher who has taught more than one hundred and twenty (120) consecutive days as a contracted teacher shall be entitled to receive credit for one (1) full year of teacher experience.

**20-03** Upon recommendation of the Superintendent and majority vote of the Board, a teacher may be held at step because of unsatisfactory job performance.

**20-04** Once under contract, no new evidence of previous teaching experience will be accepted for the purpose of salary schedule placement.

**20-05** Salary track changes will be made on the following dates: **September 1 & February 1**. The teacher must notify the Office of the Superintendent if said changes are to be made.

## **ARTICLE 21 SALARIES**

**21-01** Minimum salaries for all positions are contained in the Appendices which are part of this Agreement.

**21-02** The Board may, at its discretion, increase the salary of any individual teacher.

**21-03** Salaries of Nurses, COTA's and PTA's

**A.** Full-time salaries: Full-time school nurses who work under school year contracts for the number of days set forth in Article 8 and who hold Bachelor's or higher degrees shall be paid on the salary schedule in Appendix B. Full-time school nurses who work under school year contracts for the number of days set forth in Article 8 and who do not hold bachelor's or higher degrees shall be paid 85 percent of the salaries in the bachelor's track of the salary schedule in Appendix B. Full-time certified occupational therapy assistants and physical therapy assistants who work under school year contracts for the number of days set forth in Article 8 shall be paid 80 percent of salaries in the bachelor's track of the salary schedule in Appendix B. Full-time school nurses, COTA's and physical therapy assistants shall move up one step on the salary schedule in Appendix B each year of this Agreement, contingent on satisfactory performance.

**B.** Part-time salaries: Salaries of part-time school nurses, COTA's and physical therapy assistants shall be determined by prorating the salaries under Section 21-03(A) in accordance with the number of days and hours worked.

**21-04** Benefits of Nurses, COTA's and PTA's:

**A.** Full-time benefits: Insurance and other fringe benefits of full-time school nurses, COTA's and physical therapy assistants who work under school year contracts for the number of days set forth in Article 8 shall be the same as provided in this agreement for classroom teachers, regardless of the degrees held by the school nurses, COTAs and physical therapy assistants.

**B.** Part-time benefits: The insurance and other fringe benefits of part-time school nurses, COTAs and physical therapy assistants shall be prorated in accordance with the number of days and hours worked.

**ARTICLE 22  
MIDDLE SCHOOL TEAM LEADERS AND  
MIDDLE SCHOOL TEAM COORDINATORS**

**22-01** The District agrees to pay the following amounts for Middle School Team Leaders and Middle School Team Coordinators:

2010-11	\$3400
2011-12	\$3500

**ARTICLE 23  
RETIREMENT**

**23-01** Minimum Experience Required: Employees with at least twenty (20) years of service in the Derry Cooperative School District, who are at least fifty-five (55) years of age and who are eligible for early or normal retirement under NH Retirement System shall be eligible for the following retirement incentive program.

**23-02** Notice of Intent: notice of ones intention to retire under this plan must be submitted in writing to the Superintendent of Schools no later than January 1 of the last full year of full-time employment.

**23-03** A single lump sum payment in the amount of 45% x last salary will be made in July or August following the date of retirement.

**ARTICLE 24  
SEVERENCE PAY**

**24-01** Upon retirement or voluntary resignation after twenty (20) or more years of service as a teacher in the Derry School District, a teacher shall be paid \$40/day for any accumulated sick days.



**ARTICLE 25**  
**MISCELLANEOUS**

**25-01** Notwithstanding any other provision in this Agreement, the amounts payable to a teacher under Article 23 and 24 will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in July or August following the date of retirement, and shall equal the maximum portion of the Article 23 and 24 benefits that will not result in the School District being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. The second lump sum payment shall be due and payable 121-150 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the Article 23 and 24 benefits that were not paid in the first lump sum.

In Witness whereof the parties have executed this agreement on this March 23, 2010.

Derry Cooperative School Board & The Derry Education Association

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Margaret Morse-Barry  
President, DEA

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Wendy Mahoney  
Negotiations Chairperson, DEA

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Kevin Gordon

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Neal Ochs

Derry Cooperative School Board  
Negotiations Committee

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Brenda Willis  
Chairman, Derry School Board

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Mary Ellen Hannon  
Superintendent of Schools

**2010-2011 SALARY SCHEDULE**

<b>Experience</b>	<b>Step</b>	<b>BACH</b>	<b>BACH+15</b>	<b>BACH+30</b>	<b>MASTERS</b>	<b>MAST +15</b>	<b>MAST + 30</b>	<b>DOCTOR</b>
0 years	1	\$34,672	\$35,886	\$37,142	\$39,742	\$41,133	\$42,572	\$45,552
1 year	2	\$35,886	\$37,142	\$38,442	\$41,133	\$42,572	\$44,062	\$47,147
2 years	3	\$37,142	\$38,442	\$39,787	\$42,572	\$44,062	\$45,604	\$48,797
3 years	4	\$38,442	\$39,787	\$41,180	\$44,062	\$45,604	\$47,201	\$50,505
4 years	5	\$39,787	\$41,180	\$42,621	\$45,604	\$47,201	\$48,853	\$52,272
5 years	6	\$41,180	\$42,621	\$44,113	\$47,201	\$48,853	\$50,562	\$54,102
6 years	7	\$42,621	\$44,113	\$45,657	\$48,853	\$50,562	\$52,332	\$55,995
7 years	8	\$44,113	\$45,657	\$47,255	\$50,562	\$52,332	\$54,164	\$57,955
8 years	9	\$45,657	\$47,255	\$48,909	\$52,332	\$54,164	\$56,059	\$59,984
9 years	10	\$47,255	\$48,909	\$50,620	\$54,164	\$56,059	\$58,022	\$62,083
10 years	11	\$48,909	\$50,620	\$52,392	\$56,059	\$58,022	\$60,052	\$64,256
11 years	12	\$50,620	\$52,392	\$54,226	\$58,022	\$60,052	\$62,154	\$66,505
12 years	13	\$52,392	\$54,226	\$56,124	\$60,052	\$62,154	\$64,330	\$68,833
13 years	14	\$54,226	\$56,124	\$58,088	\$62,154	\$64,330	\$66,581	\$71,242
14+ years	15	\$56,124	\$58,088	\$60,121	\$64,330	\$66,581	\$68,911	\$73,735

**2011-2012 SALARY SCHEDULE**

<b>Experience</b>	<b>Step</b>	<b>BACH</b>	<b>BACH+15</b>	<b>BACH+30</b>	<b>MASTERS</b>	<b>MAST +15</b>	<b>MAST + 30</b>	<b>DOCTOR</b>
0 years	1	\$35,019	\$36,245	\$37,513	\$40,139	\$41,544	\$42,998	\$46,008
1 year	2	\$36,245	\$37,513	\$38,826	\$41,544	\$42,998	\$44,503	\$47,618
2 years	3	\$37,513	\$38,826	\$40,185	\$42,998	\$44,503	\$46,060	\$49,285
3 years	4	\$38,826	\$40,185	\$41,592	\$44,503	\$46,060	\$47,673	\$51,010
4 years	5	\$40,185	\$41,592	\$43,047	\$46,060	\$47,673	\$49,342	\$52,795
5 years	6	\$41,592	\$43,047	\$44,554	\$47,673	\$49,342	\$51,068	\$54,643
6 years	7	\$43,047	\$44,554	\$46,114	\$49,342	\$51,068	\$52,855	\$56,555
7 years	8	\$44,554	\$46,114	\$47,728	\$51,068	\$52,855	\$54,706	\$58,535
8 years	9	\$46,114	\$47,728	\$49,398	\$52,855	\$54,706	\$56,620	\$60,584
9 years	10	\$47,728	\$49,398	\$51,126	\$54,706	\$56,620	\$58,602	\$62,704
10 years	11	\$49,398	\$51,126	\$52,916	\$56,620	\$58,602	\$60,653	\$64,899
11 years	12	\$51,126	\$52,916	\$54,768	\$58,602	\$60,653	\$62,776	\$67,170
12 years	13	\$52,916	\$54,768	\$56,685	\$60,653	\$62,776	\$64,973	\$69,521
13 years	14	\$54,768	\$56,685	\$58,669	\$62,776	\$64,973	\$67,247	\$71,954
14+ years	15	\$56,685	\$58,669	\$60,722	\$64,973	\$67,247	\$69,600	\$74,472