

**Agreement Between**

**Derry Cooperative School District #1**

**And The**

**Derry Education Association**

**2022-2025**

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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, specialists in assessment of intellectual functioning (SAIF), 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, Psychologist Coordinator, Pre-school Coordinator, 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, 2022, and shall terminate June 30, 2025. The Board or the Association may reopen negotiations on health insurance and salaries if it deems it desirable to do so with respect to Affordable Care Act penalties for discrimination in favor of highly compensated employees.

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 2022 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

31 choosing for the purpose of collective bargaining, provided he/she shall have the right  
32 to refrain from any or all such activities.

33 **3-03** The teacher will not be required to perform any duty or act which threatens  
34 anyone's physical safety or well-being.

35 **3-04** In the event that the Superintendent of Schools finds it necessary to suspend a  
36 teacher, the following is the procedure to be followed:

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

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

41 **3-05. Review Of Personnel File**

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

51  
52 **B.** No material derogatory to a teacher's conduct, service, character, or personality,  
53 shall be placed in his/her personnel file unless the teacher has the opportunity to  
54 review the material. The teacher shall acknowledge that he/she has had the  
55 opportunity to review such materials by affixing his/her signature to the copy to be  
56 filed with the express understanding that such signature in no way indicates  
57 agreement with the contents thereof. At the time the signature is to be affixed, the  
58 teacher shall be entitled to have present an association representative. The teacher  
59 shall have the right to submit a written answer to such material and his/her answer  
60 shall be reviewed by the Superintendent or his/her designee, and attached to the file  
61 copy.

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

67 3-06 Any individual contract between the Board and any individual teacher hereto  
68 or hereafter executed shall not be inconsistent with the terms and conditions of this  
69 Agreement.

70 3-07 A) If a teacher is to be reprimanded or disciplined, said reprimand or  
71 disciplinary action will take place in private conference with the teacher's principal  
72 or immediate supervisor, except when an extraordinary situation exists and the  
73 principal or supervisor deems it necessary to take immediate disciplinary action or  
74 directive action. Generally, a reprimand or disciplinary action shall not be taken in  
75 the presence of students, parents, or staff members and without prior supporting  
76 evidence of the need for said action. (The term discipline does not include the  
77 discharge or nonrenewal of a teacher which actions shall be governed by the  
78 provisions of RSA-189.)

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

86 3-08 A teacher who has taught in the Derry School District three (3) or more years  
87 and who voluntarily transfers from an existing teaching position in one assignment  
88 area to a teaching position in another assignment area may, upon request, return to  
89 his/her original teaching assignment in the following school year if there is a  
90 vacancy in that assignment area. Said request for returning to the original  
91 assignment area must be received in the Office of the Superintendent of Schools no  
92 later than June 1 of the first year of the new teaching assignment.

93 3-09 The District shall post all vacancies for current and for newly created positions  
94 and for all paid committee work and paid grant positions by June 1 or, if the District  
95 is notified of vacancies after May 1, within 30 days of notification. The posting  
96 shall be at each work site and in the Superintendent's office. The posting period for  
97 vacancies shall be for ten (10) work days during the customary work year, and  
98 fourteen (14) calendar days during the summer months, provided the vacancy does  
99 not occur fifteen (15) days prior to the opening of school.

100 3-10 A. All teachers transferred during the school year or fifteen (15) days (or less)  
101 prior to the start of the school year to a new grade or subject area, shall be provided  
102 with up to three (3) paid days at the teacher's per diem rate, to deal with on-site work  
103 required to prepare/plan for the new assignment.

104 B. The Superintendent may transfer teachers subject to the following. When a  
105 transfer to another position is necessary, the Superintendent shall first ask for  
106 volunteers to fill this position. The Superintendent shall consider filling the position  
107 with volunteers, but the Superintendent is not required to select a volunteer for

108 transfer. If the Superintendent makes an involuntary transfer, the teacher selected  
109 will be notified in writing immediately. Upon request, a teacher designated for  
110 involuntary transfer will be entitled to a meeting with the Superintendent to discuss  
111 the reasons for the involuntary transfer.

112 C)<sup>1</sup> Changes in work location are not transfers. The administration may change  
113 a teacher's work location whenever it determines the change is in the best interests  
114 of the School District. If an employee's work location is changed during the school  
115 year, the employee will be given three days to prepare and plan for the new  
116 assignment and wrap up the old assignment.

117 **3-11** Teachers may utilize district email and other electronic media in the  
118 performance of their professional, Association and professional development  
119 responsibilities, subject to school board policies.

#### ARTICLE 4 ASSOCIATION RIGHTS

120 **4-01** The Association and its representative may use school buildings at reasonable  
121 hours for Association meetings and activities, subject to board policy at the time of  
122 the request.

123 **4-02** The Association may post notices of Association activities and letters of  
124 Association concerns in each school building in the areas designated as teacher  
125 areas. Such notice shall be shown to the building principal or designee prior to  
126 posting.

127 **4-03** Copies of any agenda for a School Board Meeting shall be sent to the President  
128 of the Association when such agenda is sent to members of the Board. Email  
129 transmission of the agenda is acceptable.

130 **4-04** Copies of minutes of any public School Board Meeting shall be sent to the  
131 President of the Association. Email transmission of the minutes is acceptable.

132 **4-05** The Association will have the right to designate representatives in each school  
133 building.

134 **4-06** The Association may use teacher mailboxes for communications to teachers.  
135 A copy of communications not personally addressed, will be given to the building  
136 principal and Superintendent at the time of distribution to the teachers.

137 **4-07** The Association and its representatives shall have the right to use school  
138 facilities and equipment at reasonable times when such equipment is otherwise not in  
139 use, subject to the approval of the building principal or designee. It is understood

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<sup>1</sup> This proposal is for a clarification and is made without prejudice to the School District's position that it already may change teacher's work location notwithstanding Section 3-10 because Section 3-10 applies only to changes in grade or subject area assignments.

140 that school supplies (paper, glue, paint and the like) if used, will be paid for by the  
141 Association. The Association shall notify the Superintendent by July 1 of the dates  
142 of Association business for the upcoming year that require the presence of the entire  
143 Association and/or building representatives; however, the School District shall not  
144 be obligated to schedule around the Association's dates.

145 **4-08** The cost of typing and printing of the Agreement shall be divided equally  
146 between the Association and the Board and copies shall be distributed to all  
147 members of the Association within thirty (30) days after the Agreement is signed.  
148 The number of copies to be mutually agreed upon by the President of the  
149 Association and the Superintendent of Schools.

150 **4-09** The Superintendent may place on the agenda for a regular Board Meeting any  
151 matter requested by the Association provided that such matter has been brought to  
152 his/her attention at least 10 days before the meeting.

153 **4-10** If the Board meets while school is in session, the President or his/her designee  
154 will be notified whenever possible in advance and allowed to attend with the School  
155 Board paying for the President or his/her designee. At the beginning of every school  
156 year, the association shall be credited with four (4) days to be used by teachers who  
157 are officers or agents of the Association. In addition, up to fourteen (14) teachers  
158 each year may attend the NEA-NH delegate assembly for one day. The  
159 Superintendent will be notified no less than five (5) calendar days prior to the  
160 commencement of such leave.

161 **4-11** A teacher engaged during the school day in negotiating on behalf of the  
162 Association with any representative of the Board, participating in any professional  
163 grievance, negotiation, including arbitration or appearing before a state agency on  
164 behalf of the Association, shall be released from regular duties without loss of salary  
165 (matters pertaining to this Agreement only).

166 **4-12** The rights and/or privileges of representation granted to the Association under  
167 "State of New Hampshire Rules and Regulations Public Employee Labor Relations  
168 Board" will not be denied.

169 **4-13** Copies of proposed school calendars shall be sent to the President of the  
170 Association when they are sent to members of the Board. The President of the  
171 Association will be given the opportunity to provide input to the Superintendent  
172 before the calendar is finalized. Email transmission of the proposed calendars is  
173 acceptable.

**ARTICLE 5  
DUES CHECK-OFF**

174           **5-01** The District shall, for the duration of this Agreement, deduct  
175           DEA/NHEA/NEA dues regularly and periodically, and such other deductions,  
176           including disability insurance, each month from the paycheck of each employee who  
177           individually and voluntarily authorizes said deductions in writing. Said  
178           authorization must be received in the Superintendent's Office thirty (30) calendar  
179           days prior to beginning such deductions.

**ARTICLE 6  
GRIEVANCE PROCEDURE**

180           **6-01** Grievance

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

195           **6-02** A Restriction

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

199           **6-03** Procedure

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

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



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

212 FORMAL PROCEDURE:

213 Step 1: If, as a result of the discussion, the matter is not resolved to the satisfaction  
214 of the employee and/or the Association within five (5) work days, he/she shall set  
215 forth his/her grievance in writing to the Principal specifying:

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

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

225 Step III: The employee and/or the Association no later than five (5) work days after  
226 receipt of the principal's decision or, if none, no later than five (5) work days after  
227 the deadline for the principal to issue his written decision, may appeal to the  
228 Superintendent of Schools or his/her designee. The appeal to the Superintendent or  
229 his/her designee must be made in writing reciting the matter submitted to the  
230 Principal, as specified above, and the employee and/or Association's dissatisfaction  
231 with the decision previously rendered. The Superintendent or his/her designee may  
232 meet with the employee and/or the Association to attempt to resolve the matter as  
233 quickly as possible. Any such meeting shall occur within a period not to exceed ten  
234 (10) work days after receipt of the appeal to Step III. The Superintendent or his/her  
235 designee may communicate his/her decision in writing to the employee and/or the  
236 Association and to the principal within twenty (20) work days after receipt of the  
237 appeal to Step III.

238 Step IV: If the grievance is not resolved to the employee's satisfaction, he/she no  
239 later than five (5) work days after receipt of the Superintendent's written decision  
240 or, if none, no later than five (5) work days after the deadline for the Superintendent  
241 to issue his written decision, may request a review by the School Board. The  
242 request shall be in writing through the Superintendent of Schools, who shall attach  
243 all related papers and forward this request to the School Board. The Board or a  
244 committee thereof shall review the grievance and may hold a hearing with the  
245 employee. The Board may render in writing a decision within thirty (30) calendar  
246 days of the receipt of the grievance. If the Board does not resolve the grievance to  
247 the satisfaction of the employee-grievant and he/she wishes a review by a third  
248 party, he/she shall so notify the Association within ten (10) work days of receipt of  
249 the Board's decision or, if none, within ten (10) work days of the deadline for the  
250 Board's written decision. If the Association determines that the matter should be  
251 reviewed further, it shall also advise the Board through the Superintendent within

252 twenty (20) work days of receipt of the Board's decision or, if none, within twenty  
253 (20) work days of the deadline for the Board's written decision. The Executive  
254 Board of the Association will request the American Arbitration Association to  
255 submit a panel of arbitrators for mutual selection by the parties.

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

261

262

263 2. Right of Teachers to Representation

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

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

273

3. Costs

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

275 B: The fees and expenses of the arbitration will be shared equally by  
276 the two parties.

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

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

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

## ARTICLE 7 TEACHER DAY

284 7-01 Starting with the 2010-11 school year, the student instructional day shall be  
285 20 minutes longer than it was in the 2009-10 school year.

286 7-02 A) The teacher day at the elementary schools shall be six (6) hours forty (40)  
287 minutes or until completion of professional responsibilities, whichever is longer.  
288 The teacher day at the middle schools shall be six (6) hours fifty-five (55) minutes  
289 or until completion of professional responsibilities, whichever is longer. The  
290 teacher day shall begin at least 5 minutes before the tardy bell and shall end at least  
291 5 minutes after the dismissal bell. For example, if the teacher day begins 5 minutes  
292 before the tardy bell, it shall end 15 after the dismissal bell or upon completion of

293 professional responsibilities, whichever is later; if the teacher day begins 10  
294 minutes before the tardy bell, it shall end 10 minutes after the dismissal bell or upon  
295 completion of professional responsibilities, whichever is later. The administration  
296 at each school will give the Association an opportunity for input on the details for  
297 implementation of the extended student instructional day before the administration  
298 implements it.

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

302  
303 (1) To limit the number of staff, faculty, department, grade-level team, and  
304 committee meetings that the administration requires the teacher to attend outside the  
305 timeframe described in Section 7-02(A) to an average of 3 per month, no more than  
306 20 per year; The administration shall distribute a schedule of meeting dates at the  
307 beginning of the school year, including the topic of each meeting. With 7 days  
308 prior notice, a meeting date may be changed; and  
309

310 (2) To limit the duration of meetings that the administration requires the  
311 teacher to attend outside the timeframe described in Section 7-02(A) to 60 minutes  
312 after the teacher day;<sup>1</sup> and  
313

314 (3) Within the aforementioned meetings outlined in B(1), the following  
315 shall be an option: Up to four extended meetings (over one hour) may be  
316 scheduled. Extended meetings shall be more than one hour, but not more than two  
317 hours in duration. Each extended meeting shall count as two of the 20 total  
318 meetings per B<sup>1</sup>; and  
319

320 (4) To limit the number of administratively assigned field trips from which  
321 the teacher will be scheduled to return more than 60 minutes after the dismissal bell  
322 to one per year. Field trips on multiple days to the same location (e.g., Browne  
323 Center) shall be deemed to be a single field trip for purposes of this provision;  
324

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

328 **7-03** Teachers assigned to morning or afternoon bus duty shall be on duty at times  
329 determined by their building principal.  
330

331 **7-04 A)** Elementary school teachers shall be granted at least four 45-minute  
332 periods of time per five-day week as preparation time for classroom related

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<sup>1</sup> 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.

333 activities. Middle school teachers shall be granted at least five 45-minute periods of  
334 time per five-day week as preparation time for classroom related activities.

335 B) All teachers shall have approximately twenty-five (25) minutes per day  
336 for lunch. The Administration will take reasonable steps to minimize interruptions  
337 during teachers' lunches.

338 7-05 Supplemental Services personnel assigned to specific schools shall follow the  
339 regular teachers' attendance and assignment schedule. Supplemental Services  
340 personnel not assigned to a specific school shall be on the elementary schedule.

341  
342 7-06 When a teacher is going to be absent, that teacher shall contact a designee of  
343 the administration, who shall have the responsibility of securing an appropriate  
344 substitute. Every reasonable effort shall be made to provide substitutes for the  
345 classroom teacher, resource room teacher, and specialist. Only in an emergency  
346 circumstance shall a teacher be required to substitute for an absent teacher. A  
347 teacher (including an elementary teacher) so required to substitute during his/her  
348 individual planning time for an absent teacher will be paid, in addition to his/her  
349 regular salary, a stipend in the amount of \$30 per 45-minutes of individual planning  
350 time that the teacher loses because the teacher is required to substitute.

351  
352 7-07 Teachers will not be required to turn in progress/report cards on the work day  
353 immediately following a vacation and/or holiday.

354

## ARTICLE 8 TEACHER YEAR

355 The work year for teachers shall not exceed 186 work days. At least one workshop  
356 day before the students' first day of school shall be a meeting-free, uninterrupted  
357 preparation day.<sup>1</sup> One day shall be set aside for parent-teacher conferences, and  
358 teachers shall be free of other duties involving student contact during that day.

## ARTICLE 9 LEAVES OF ABSENCE

359 9-01 Sabbatical Leave

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

362 Upon the recommendation of the Superintendent of Schools, the Board may  
363 permit members of the professional staff to take Sabbatical Leave for the purpose of  
364 "professional improvement" and benefit to the Derry School District. It is agreed  
365 that "professional improvement" shall mean: approved full-time graduate study in  
366 an accredited college, university or other recognized educational institution, or

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<sup>1</sup> The additional (186<sup>th</sup>) work day shall be scheduled at the start of the school year

367 externship, or travel which will materially and significantly improve the teacher's  
368 ability and capacity to teach.

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

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

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

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

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

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

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

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

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

398 **9-02 Personal Leave:**

399 Each teacher may have three (3) days with pay per year noncumulative, for  
400 the purpose of attending to personal business or household matters which require  
401 the absence of the teacher during school hours and which cannot otherwise be  
402 scheduled provided however, earned leave may not be taken on the day(s) before or

403 the day(s) following a vacation or holiday period, excepting that the Superintendent  
404 may make exceptions in cases of emergency after the teacher states the reason for  
405 the leave.

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

414 **9-03** A parental leave without pay or other benefits of up to one (1) school year  
415 may be granted to either male or female teachers with at least one year's service  
416 with the District for the purpose of caring for their newborn infant(s) or newly  
417 adopted infant(s).

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

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

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

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

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

436 **9-04 Military Leave**

437 Military Leave of Absence shall be granted by the Board in accordance with  
438 existing State and Federal Statutes. An employee called to serve not more than a  
439 fourteen (14) day annual training tour of duty with the National Guard or Armed  
440 Forces Reserves, will be paid the difference between his/her Pay for such  
441 government services and the amount of earnings lost by him/her for reason of such  
442 service, based on the employee's regular daily rate.

443           **9-05**   Jury Duty Leave  
444           An employee called as a juror will be paid the difference between the fee  
445           he/she receives for such service and the amount of earnings lost by him/her for  
446           reason of such service based on the employee's regular daily rate. Satisfactory  
447           evidence must be submitted to the employee's immediate supervisor.

448           **9-06**   Bereavement Leave  
449           In the event of death in the employee's immediate family as defined below,  
450           the employee on request shall be excused with pay for any of five(5) working days:  
451           spouse or domestic partner, child(ren), step-child(ren), parent, step-parent, sibling.

452           In the event of death in the employee's immediate family as defined below,  
453           the employee on request shall be excused with pay for any of three(3) working  
454           days: grandparent, grandchild(ren), father-in-law, mother-in-law.

455           In the event of death in the employee's immediate family as defined below,  
456           the employee on request shall be excused with pay for any of one(1) working day:  
457           sister-in-law, brother-in-law, aunt, uncle.

458           In the event of a death listed above, or others, the superintendent may grant  
459           leave or additional leave.

460           **9-07**   Sick Leave  
461           Teachers will be entitled to fifteen (15) days sick leave with pay each year  
462           for personal illness. Sick leave days may be accumulated from year-to-year with a  
463           maximum of one hundred twenty (120) days. Once a teacher has accumulated the  
464           maximum 120 days of sick leave, that teacher still shall be entitled to receive 15  
465           sick days each year, but any of those 15 sick days not used during that year will not  
466           carry over to the next year. A teacher may use up to 15 days of sick leave under  
467           this section each year for the illness of a spouse, child, parent or domestic partner  
468           who resides in the teacher's home. A teacher may use up to 5 days of sick leave  
469           under this section each year for the illness of a child or parent who does not reside  
470           in the teacher's home. In the event that a teacher requests a leave day on the day  
471           before or after a vacation or holiday, which is denied, and the teacher subsequently  
472           calls in sick on the denied leave day, the teacher may be required to provide proof  
473           that the sick day was taken due to personal illness of the teacher or the teacher's  
474           spouse, child, parent or domestic partner.

475           **9-08**   Sick Bank  
476           The Board agrees to establish a sick leave bank for employees covered by  
477           this Agreement. The sick bank shall apply to a disability or illness (excluding  
478           work connected accident) which causes an employee to be unable to perform  
479           his/her contractual obligation for five(5) contract days or more. Each employee  
480           covered by this agreement agrees to donate one (1) day from the fifteen (15) days  
481           set forth in Section 9-07 to be deposited in said "Bank" unless the Bank already is  
482           at a level of 250 days or more. If at any time, the bank reaches the level of thirty

483 (30) days, every teacher shall be required to donate (1) sick leave day to the bank.  
 484 To become eligible to request extended benefits from this sick bank, an employee  
 485 must: have exhausted all but two (2) of his/her accrued sick leave under Section 9-  
 486 07; present satisfactory medical evidence of disability or illness (excluding work  
 487 connected accident) which causes the employee to be unable to perform his/her  
 488 contractual obligation for five (5) contract days or more; and get approval of the  
 489 Superintendent or his/her designee. An employee may draw up to thirty(30) days  
 490 from said "sick bank" in any one (1) year. Days in the sick bank that are not used  
 491 during one school year will remain in the sick bank and will be carried over to the  
 492 next school year. Supervision of this bank shall be conducted by the Director of  
 493 Human Resources and three(3) members of the Association. This section of the  
 494 Article shall not be grievable.

495 **9-09 Attendance Bonus.**

496 A teacher having the following attendance performance for the first and/or second  
 497 semester will receive the following bonus:

<u>Days Absent</u>	<u>Bonus 1<sup>st</sup> Semester</u>	<u>Bonus 2<sup>nd</sup> Semester</u>
500 0	\$600	\$600
501 1	\$500	\$500
502 2	\$400	\$400
503 3	\$300	\$300
504 4	\$200	\$200
505 5	\$100	\$100

506  
 507 The bonus shall be paid within 30 calendar days after the last workday of the year.  
 508 The following do not count as days absent for purposes of this bonus: (1) work days  
 509 that are waived by the School Board and result in the work year being less than the  
 510 number of days set forth in Article 8 (e.g. a snow day that is not required to be  
 511 made up); (2) personal days that are utilized for religious holidays; and (3)  
 512 approved professional and bereavement days.

513 **9-10 General Leave**

514 Leaves for any and all other reasons paid or not paid shall be granted at  
 515 the discretion of the Board. When the Board considers a teacher's request for such  
 516 leave, the Board will give the teacher an opportunity to be present in non-public  
 517 session to address the reasons for his/her request.

518  
 519 **9-11** A teacher's misuse of leave shall be cause for the teacher to be disciplined.

**ARTICLE 10  
 BOARD RIGHTS**

520 **10-01** As to every matter not covered by the Agreement and except as expressly  
 521 or directly modified by clear language of a specific provision this Agreement, the  
 522 Board retains exclusively to itself all rights and powers that it has now or may



523 hereafter be granted by law and shall exercise the same without such exercise being  
524 made the subject of a grievance or arbitration.

525 **10-02** Notwithstanding any other provisions in this Agreement, the Board has  
526 sole jurisdiction, authority and discretion to contract with individuals, companies or  
527 agencies to provide services that otherwise would be provided by persons employed  
528 in this bargaining unit if the Superintendent determines that he cannot fill the  
529 position at the applicable salary with a qualified applicant. The Board will not  
530 contract-out for teacher, librarian or guidance counselor services.

## ARTICLE 11 TEACHER EMPLOYMENT

531 **11-01** The Board agrees to hire for every position a person who is certified for  
532 that position, if certification is required by the State of New Hampshire. This  
533 provision shall not apply in the instance where the Superintendent has made every  
534 reasonable effort to hire a certified person and one cannot be found.

## ARTICLE 12 EVALUATION OF PROFESSIONAL STAFF

535 **12-01** The Derry Cooperative School Board and the Derry Education  
536 Association intends to maintain the best qualified staff to provide quality education  
537 for students.

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

539 B.<sup>1</sup> Except when otherwise covered by law, the evaluation process should  
540 provide the teacher with awareness of professional teaching deficiencies or other  
541 deficiencies (including, but not limited to, attendance deficiencies) that may relate  
542 to other important aspects of the job should they exist. Further, the evaluation  
543 process should provide for suggestions to improve upon the deficiencies noted by  
544 the evaluator.

545 C. The person evaluating the teacher shall discuss the evaluation with  
546 the teacher within fifteen (15) school days of the evaluation unless the absence of  
547 the evaluator or the teacher makes this impossible. Teachers shall be evaluated only  
548 by persons who are certified as administrators, have completed one or more courses  
549 in supervision, or have evaluated teachers in Derry in the past.

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

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

---

<sup>1</sup> This amendment is for clarification and is without prejudice to the School District's position that the current contract language and New Hampshire Law already allow evaluations to address deficiencies in employee attendance.

556 F. Nothing contained herein shall prohibit the informal day-to-day  
557 observation of a teacher by an administrator in a variety of work settings. No  
558 teacher shall be required to sign a blank or incomplete evaluation form. The  
559 teacher's signature shall indicate only that the report has been read by the Teacher  
560 and shall not be interpreted to indicate agreement with the contents Thereof.

### ARTICLE 13 SAVINGS CLAUSE

561 13-01 If any Article or part of this Agreement is held to be invalid by operation  
562 of law or by a tribunal of competent jurisdiction, or if compliance with our  
563 enforcement of an Article or part should be restrained by such tribunal, the  
564 remainder of the Agreement shall not be effected thereby and the parties shall enter  
565 into immediate negotiations for the purpose of arriving at a mutually satisfactory  
566 replacement for such Article or part.

### ARTICLE 14 REDUCTION IN FORCE

567 14-01 When it is determined by the Board to reduce the number of staff, the  
568 following procedure shall be utilized:

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

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

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

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

580 E: If further layoffs are necessary, only then shall staff on continuing  
581 contracts in the designated RIF assignment areas be affected. A continuing contract  
582 staff member is one who qualifies for notice, reasons, a School Board hearing under  
583 the provisions of RSA 189:14-a. Continuing contract staff shall be laid off within  
584 their current assignment area based upon certification, highly qualified status (if  
585 applicable), academic preparation, professional development, and seniority.

586	<u>Groupings</u>	<u>Assignment Areas</u>
587	Grades K-5	Elementary classroom (including elementary PACE)
588	Grades 6-8	English, (including middle school PACE language arts), math
589		(including middle school PACE math), science, social studies,
590		foreign language, life skills/home economics, industrial
591		arts/technical ed.
592		

593 **Grades K-8:** Special education, reading specialist, guidance counselors, nurses,  
594 art, music, physical education, media/library, computer/study skills,  
595 psychologist, occupational therapist, physical therapist, occupational  
596 therapy assistant, physical therapy assistant, speech therapist, speech-  
597 language pathologist, ESOL, SAIF, Title 1math, Title 1 reading  
598 specialist.

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

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

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

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

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

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

628 4. A staff member shall have up to fourteen (14) calendar days to  
629 respond to any recall notice, or the vacancy shall be filled

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

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

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

**ARTICLE 15  
TRAVEL**

639       **15-01**     Any teacher traveling between schools performing their assigned duties  
640 during the hours school is in session shall be reimbursed at the IRS rate.

**ARTICLE 16  
INSURANCE**

641       **16-01**     **Health Insurance:**

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

- 644
- 645           (1) A plan offered through the District with prescription coverage  
646           RX10/20/45: Blue Choice, Blue Choice New England, Access Blue  
647           20, Access Blue 15/40IPDED, or the substantial equivalent; or  
648
- 649           (2) a plan not offered by the District.

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

- 653
- 654           • For Blue Choice, Blue Choice New England, and AB20:  
655           District   80%     Teacher   20%
  - 656           • For AB15/40IPDED:  
657           District   90%     Teacher   10%
- 658

659           C: For teachers who elect a plan not offered through the District, the  
660 teacher must provide proof of coverage under such plan each year and the District  
661 shall not pay any portion of the premium for that plan. Each year on or before July  
662 1, a teacher who previously had elected a plan not offered through the District may  
663 replace that plan with a plan offered through the District. Each year that a teacher  
664 elects a plan not offered through the District and is not subsidized (e.g. under the  
665 Patient Protection and Affordable Care Act), he/she shall receive a bonus. The  
666 amount of the bonus shall be \$1000 minus any penalty imposed upon the School  
667 District because the employee receives an insurance subsidy (e.g. under the Patient  
668 Protection and Affordable Care Act); however, in no event shall the District hold

669 the teacher liable for more than the amount of the bonus. The bonus shall be paid  
670 during the school year.

671 **16-02 Life Insurance:** The Board agrees to provide Term Life and AD & D at a  
672 sum equivalent to the Teacher's annual salary.

673 **16-03 Dental Insurance:** The District agrees to pay the full cost of single, or  
674 90% for two person, or 90% for family coverage for Northeast Delta Dental with  
675 the following coverage:

- 676 A. 100%
- 677 B. 80%
- 678 C. 50%
- 679 D. 50%
- 680 No deductible

681 \$2,000 per/person contract year maximum.

682 **16-04** The School District will establish an Internal Revenue Section 125  
683 Flexible Benefit plan that allows bargaining unit members to pay health care, child  
684 care and insurance on a pre-tax basis. For the period of July 1, 2017 through  
685 June 29, 2019, the maximum annual health FSA contributions shall be \$2500.  
686 Beginning June 30, 2019, the maximum annual health FSA contributions shall  
687 revert to \$1000.

## ARTICLE 17 TEACHER IMPROVEMENT

688 **17-01** A teacher shall, upon presentation of his/her transcript and a bursar's  
689 receipt, be reimbursed in a lump sum for the cost of tuition for courses taken during  
690 each year of this agreement, as follows:

691 A. Individual course reimbursement cannot exceed the following amount  
692 per teacher per year: **\$2,600**

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

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

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

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

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

706 G. The total reimbursement to all teachers shall not exceed the following  
707 amounts each year: **\$84,000**

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

711           I. In the event that funds in the course reimbursement pool under Section  
712 17-01 (G) remain unencumbered after June 1, teachers may request additional  
713 course reimbursement by June 15 in accordance with the provisions in Section  
714 17-01. The unencumbered funds in the course reimbursement pool shall be divided  
715 among these additional requests on a pro-rata basis by June 30.

## ARTICLE 18 CO-CURRICULAR

716   **18-01**       The District shall have funds assigned to co-curricular activities that  
717 equal the totals reflected in Appendix "A". Each year by June 1, notice of all  
718 middle school co-curricular positions shall be posted for the following school year.  
719 The District will provide the Association with a list of positions and associated  
720 stipends for each elementary school by October 15.

721  
722   **18-02**       If a Middle School co-curricular activity listed in Appendix A is  
723 not offered, the funds for the stipend for that activity may be reallocated to a stipend  
724 for another activity as approved by the principal.

## ARTICLE 19 LONGEVITY

725   **19-01**       The District agrees to provide a teacher a longevity bonus of \$700 after  
726 (11) years of service; \$2400 after 15 years of service, and \$3000 after (20) years of  
727 service within the Derry School District. The longevity bonus will be paid in a lump  
728 sum check. Individual contracts will reflect the longevity that will be earned during  
729 that contract year and paid in the following July.

## ARTICLE 20 PLACEMENT ON APPROVED SALARY SCHEDULE

730   **20-01**       The Superintendent shall be directed to place all members of the  
731 professional staff on the proper step of the salary schedule, effective at the time of  
732 the appointment. Generally no new employee shall be placed on a step of the salary  
733 schedule which is higher than those steps for current employees with equivalent  
734 experience. However, exceptions will be allowed if the Superintendent determines  
735 that there is an unavailability of qualified candidates or that a candidate should  
736 receive credit for special experience outside the field of education. For candidates  
737 for school nurse positions, special experience outside the field of education includes  
738 pediatric nursing experience, provided school nurses employed by the District  
739 during the 2021-2022 school year are given credit for equal years of experience in  
740 pediatric nursing and are placed on the salary schedule accordingly in 2022-2023

741 and subsequent school years. The Superintendent shall notify the president of the  
742 Association, or his/her designee, in writing within (30) thirty days of hiring new  
743 teachers of the steps on the salary schedule upon which those new teachers initially  
744 are placed.

745 **20-02** Any teacher who taught more than 120 consecutive days as a contracted  
746 teacher the previous year shall be entitled to receive credit for one (1) full year of  
747 teacher experience. Teachers who received credit for one (1) full year of teacher  
748 experience in 2020-2021 shall move up one step on the salary schedule in 2021-  
749 2022, subject to Section 20-03.

750  
751 **20-03** Upon recommendation of the Superintendent and majority vote of the  
752 Board, a teacher may be held at step because of unsatisfactory job performance.

753 **20-04** Once under contract, no new evidence of previous teaching experience  
754 will be accepted for the purpose of salary schedule placement.

755 **20-05** Salary track changes will be made on the following dates: **September 1**  
756 **& February 1** . The teacher must notify the Office of the Superintendent if said  
757 changes are to be made.

## ARTICLE 21 SALARIES

758 **21-01** Minimum salaries for all positions are contained in the Appendices  
759 which are part of this Agreement.

760 **21-02** The Board may, at its discretion, increase the salary of any individual  
761 teacher.

762 **21-03** Salaries of Nurses, COTA's and PTA's

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

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

778 21-04 Benefits of Nurses, COTA's and PTA's:  
779 A. Full-time benefits: Insurance and other fringe benefits of full-time school  
780 nurses, COTA's and physical therapy assistants who work under school year  
781 contracts for the number of days set forth in Article 8 shall be the same as provided  
782 in this agreement for classroom teachers, regardless of the degrees held by the  
783 school nurses, COTAs and physical therapy assistants.  
784 B. Part-time benefits: The insurance and other fringe benefits of part-time  
785 school nurses, COTAs and physical therapy assistants shall be prorated in  
786 accordance with the number of days and hours worked.

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

787 22-01 The District agrees to pay the following amounts for Middle School Team  
788 Leaders and Middle School Team Coordinators: **\$3,500**

**ARTICLE 23**  
**RETIREMENT**

789 23-01 Minimum Experience Required: Employees with at least twenty(20) years  
790 of service in the Derry Cooperative School District, who are at least fifty-five (55)  
791 years of age and who are eligible for early or normal retirement under NH  
792 Retirement System shall be eligible for the following retirement incentive program.

793 23-02 Notice of Intent: Notice of one's intention to retire under this plan must be  
794 submitted in writing to the Superintendent of Schools no later than **October 1** of the  
795 last full year of full-time employment. If the 2025 School District meeting  
796 approves a successor collective bargaining agreement that includes the 2025-2026  
797 school year, an employee who gave notice to retire by October 1, 2024, may rescind  
798 that notice on or before April 1, 2025.

799 23-03 A single lump sum payment in the amount of 45% x last salary will be made  
800 in July or August following the date of retirement.

**ARTICLE 24**  
**SEVERENCE PAY**

801 24-01 Upon retirement or voluntary resignation after twenty (20) or more years  
802 of service as a teacher in the Derry School District, a teacher shall be paid the  
803 following amounts for any accumulated sick days: \$50/day in 2022-2023, \$55/day  
804 in 2023-2024, and \$60 day in 2024-2025.



**ARTICLE 25**  
**STUDENT LOAN REPAYMENT ASSISTANCE**


805 25-01 The District will provide a pool of up to \$25,000 each year for the purpose  
806 of student loan repayment assistance for eligible teachers. An eligible teacher is a  
807 teacher who: (a) is employed by the District for the complete school year; (b) is on  
808 step 7 or lower of the salary schedule; (c) has been employed by the District for 5  
809 years or less; and (d) is not in default on his/her student loan(s). The maximum  
810 student loan repayment assistance that any eligible teacher may receive is \$2500 per  
811 year, or the remaining balance on the loan(s), whichever is less. In the event that  
812 eligible teachers apply for more than \$25,000 in student loan repayment assistance  
813 in the same year, the pool will be divided equally among all eligible teachers on a  
814 per capita basis.  
815


816 25-02 Application for student loan repayment assistance by an eligible teacher  
817 shall be submitted in writing to the Superintendent or his/her designee by December  
818 1 each year. The application shall include documentation of the loan, the lender,  
819 outstanding balance, a year-end summary of repayment activity, and corroboration  
820 that the loan is not in default. Loan repayment assistance shall be paid by the  
821 District directly to the financial institution holding the eligible teacher's loan on or  
822 before June 30 each year.

823 25-03 The teacher will remain liable for the loan debt. The teacher also will be  
824 responsible for payment of any taxes and for payment of any employee  
825 contributions to the New Hampshire Retirement System that are due on payments  
826 made by the District.  
827

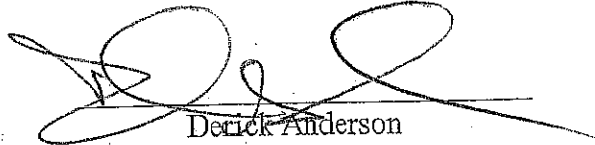
In Witness whereof the parties have executed this agreement on this March 29, 2022:

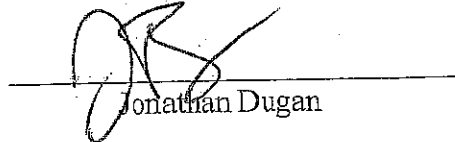
Derry Cooperative School Board & The Derry Education Association

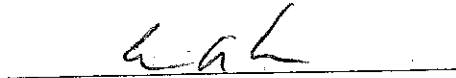
  
Margaret Morse-Barry  
President, DEA

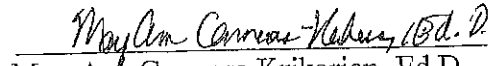
  
Dave Levesque  
Negotiations Chairperson, DEA

Derry Cooperative School Board Negotiations Committee

  
Derick Anderson

  
Jonathan Dugan

  
Erika Cohen  
Chairman, Derry School Board

  
MaryAnn Connors-Krikorian Ed.D.  
Superintendent of Schools

APPENDIX A (Revised 5/19/22)		
2022-2025 CO-CURRICULAR ACTIVITIES		
<b>ELEMENTARY ACTIVITIES:</b>		
DERRY VILLAGE	\$	4,646
EAST DERRY	\$	4,646
GRINNELL	\$	4,646
SOUTH RANGE	\$	4,646
ERNEST P. BARKA	\$	4,646
<b>MIDDLE SCHOOL ACTIVITIES:</b>		
ATHLETIC DIRECTOR	\$	4340
<b>FALL SPORTS</b>		
BOYS SOCCER	\$	2275
GIRLS SOCCER	\$	2275
BOYS X-COUNTRY	\$	2275
GIRLS X-COUNTRY	\$	2275
FIELD HOCKEY	\$	2275
FIELD HOCKEY T2	\$	2275
<b>WINTER SPORTS</b>		
BOYS BASKETBALL	\$	2275
BOYS BASKETBALL	\$	2275
GIRLS BASKETBALL	\$	2275
GIRLS BASKETBALL	\$	2275
CHEERLEADING	\$	2275
<b>SPRING SPORTS</b>		
BASEBALL	\$	2275
SOFTBALL	\$	2275
BOYS TRACK	\$	2275
GIRLS TRACK	\$	2275
BOYS LACROSSE	\$	2275
GIRLS LACROSSE	\$	2275
OPEN (COED GOLF)	\$	1500
<b>OTHER</b>		
DRAMA CLUB (1)	\$	2275
DRAMA CLUB (2)	\$	2275
ADDITIONAL DUTIES	\$	600
<b>EXTENDED ACTIVITIES</b>		
STUDENT COUNCIL	\$	1800
NATIONAL JUNIOR HONOR SOCIETY	\$	1800
YEARBOOK	\$	1800
SELECT CHORUS	\$	1500
JAZZ BAND	\$	1500
SKI CLUB	\$	1500
HISTORY CLUB	\$	1400
MARCHING BAND/PARADES	\$	450
<b>CLUBS</b>		
GHHMS & WRBMS	\$	6,000

# APPENDIX B

## 2022-2023 SALARY SCHEDULE

Step	BACH	BACH+15	BACH+30	MASTERS	MAST +15	MAST + 30	DOCTOR
1	\$39,561	\$40,926	\$42,341	\$45,270	\$46,835	\$48,457	\$51,812
2	\$40,926	\$42,341	\$43,805	\$46,835	\$48,457	\$50,134	\$53,608
3	\$42,341	\$43,805	\$45,321	\$48,457	\$50,134	\$51,871	\$55,467
4	\$43,805	\$45,321	\$46,887	\$50,134	\$51,871	\$53,669	\$57,388
5	\$45,321	\$46,887	\$48,511	\$51,871	\$53,669	\$55,528	\$59,380
6	\$46,887	\$48,511	\$50,191	\$53,669	\$55,528	\$57,454	\$61,440
7	\$48,511	\$50,191	\$51,930	\$55,528	\$57,454	\$59,447	\$63,573
8	\$50,191	\$51,930	\$53,730	\$57,454	\$59,447	\$61,510	\$65,780
9	\$51,930	\$53,730	\$55,591	\$59,447	\$61,510	\$63,644	\$68,064
10	\$53,730	\$55,591	\$57,520	\$61,510	\$63,644	\$65,854	\$70,428
11	\$55,591	\$57,520	\$59,514	\$63,644	\$65,854	\$68,141	\$72,875
12	\$57,520	\$59,514	\$61,579	\$65,854	\$68,141	\$70,508	\$75,408
13	\$59,514	\$61,579	\$63,716	\$68,141	\$70,508	\$72,958	\$78,028
14	\$61,579	\$63,716	\$65,929	\$70,508	\$72,958	\$75,492	\$80,741
15	\$64,830	\$66,989	\$69,222	\$73,848	\$76,323	\$78,883	\$84,184

# APPENDIX B

## 2023-2024 SALARY SCHEDULE

Step	BACH	BACH+15	BACH+30	MASTERS	MAST +15	MAST + 30	DOCTOR
1	\$40,431	\$41,827	\$43,273	\$46,266	\$47,866	\$49,523	\$52,952
2	\$41,827	\$43,273	\$44,769	\$47,866	\$49,523	\$51,237	\$54,788
3	\$43,273	\$44,769	\$46,318	\$49,523	\$51,237	\$53,012	\$56,687
4	\$44,769	\$46,318	\$47,919	\$51,237	\$53,012	\$54,850	\$58,651
5	\$46,318	\$47,919	\$49,578	\$53,012	\$54,850	\$56,749	\$60,687
6	\$47,919	\$49,578	\$51,295	\$54,850	\$56,749	\$58,718	\$62,791
7	\$49,578	\$51,295	\$53,073	\$56,749	\$58,718	\$60,754	\$64,971
8	\$51,295	\$53,073	\$54,912	\$58,718	\$60,754	\$62,863	\$67,227
9	\$53,073	\$54,912	\$56,814	\$60,754	\$62,863	\$65,044	\$69,561
10	\$54,912	\$56,814	\$58,785	\$62,863	\$65,044	\$67,303	\$71,977
11	\$56,814	\$58,785	\$60,823	\$65,044	\$67,303	\$69,640	\$74,478
12	\$58,785	\$60,823	\$62,934	\$67,303	\$69,640	\$72,059	\$77,067
13	\$60,823	\$62,934	\$65,118	\$69,640	\$72,059	\$74,563	\$79,745
14	\$62,934	\$65,118	\$67,379	\$72,059	\$74,563	\$77,153	\$82,517
15	\$66,256	\$68,462	\$70,745	\$75,473	\$78,002	\$80,618	\$86,036

# APPENDIX B

## 2024-2025 SALARY SCHEDULE

Step	BACH	BACH+15	BACH+30	MASTERS	MAST +15	MAST + 30	DOCTOR
1	\$41,321	\$42,747	\$44,225	\$47,283	\$48,919	\$50,613	\$54,117
2	\$42,747	\$44,225	\$45,754	\$48,919	\$50,613	\$52,364	\$55,993
3	\$44,225	\$45,754	\$47,337	\$50,613	\$52,364	\$54,179	\$57,934
4	\$45,754	\$47,337	\$48,973	\$52,364	\$54,179	\$56,057	\$59,941
5	\$47,337	\$48,973	\$50,669	\$54,179	\$56,057	\$57,998	\$62,022
6	\$48,973	\$50,669	\$52,424	\$56,057	\$57,998	\$60,009	\$64,173
7	\$50,669	\$52,424	\$54,240	\$57,998	\$60,009	\$62,091	\$66,400
8	\$52,424	\$54,240	\$56,120	\$60,009	\$62,091	\$64,246	\$68,706
9	\$54,240	\$56,120	\$58,064	\$62,091	\$64,246	\$66,475	\$71,091
10	\$56,120	\$58,064	\$60,079	\$64,246	\$66,475	\$68,784	\$73,561
11	\$58,064	\$60,079	\$62,161	\$66,475	\$68,784	\$71,172	\$76,117
12	\$60,079	\$62,161	\$64,319	\$68,784	\$71,172	\$73,644	\$78,762
13	\$62,161	\$64,319	\$66,551	\$71,172	\$73,644	\$76,203	\$81,499
14	\$64,319	\$66,551	\$68,861	\$73,644	\$76,203	\$78,850	\$84,333
15	\$67,714	\$69,968	\$72,302	\$77,133	\$79,718	\$82,392	\$87,928

MEMORANDUM OF AGREEMENT FOR  
CO-CURRICULAR STIPENDS COMMITTEE

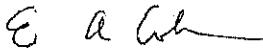
Effective December 16, 2021, the Derry School Board and the Derry Education Association make the following agreement:

1. A joint committee of three members appointed by the Board and three members appointed by the Association shall study and make recommendations for revisions to the co-curricular stipend provisions that are in Appendix A of the parties' 2021-2022 collective bargaining agreement. The committee shall submit its recommendations in writing to the Board and the Association no later than June 30, 2022. The committee's recommendations shall total no more in cost for co-curricular stipends each year than the total cost of co-curricular stipends during the 2021-2022 school year. The committee's recommendations shall not be binding upon either the Association or the Board. If, after receiving the committee's recommendations, the Association and the Board mutually agree to modify the provisions in Appendix A, the modification(s) shall be placed in writing and shall be appended to the parties' 2022-2025 collective bargaining agreement.

2. This Memorandum of Agreement shall be appended to the Board's and the Association's 2021-2022 collective bargaining agreement.

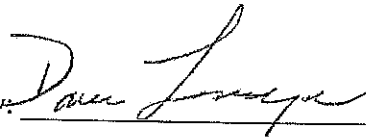
DERRY SCHOOL BOARD

DERRY EDUCATION ASSOCIATION



By:

By:



Title: School Board Chair

Title: Negotiations Chairperson DE#A

Date: 12/17/21

Date: 12/17/21