MASTER CONTRACT

Hillsboro-Deering Federation of Teachers
AFT Local 2348, AFT-NH, AFL-CIO

And

Hillsboro-Deering
Cooperative School Board

July 1, 2013 – June 30, 2019

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PREAMBLE

To support the commitment of the Hillsboro-Deering School District to provide a quality education to all students and to sustain the amicable understanding with respect to the employer-employee relationship which exists between them, the School Board for the Hillsboro-Deering Cooperative School District (hereinafter the "District") and its employees, represented by the Hillsboro-Deering Federation of Teachers, AFT-NH, AFT #2348, AFL-CIO, a voluntary unincorporated association (hereinafter the "Federation"), join in this agreement.

THIS AGREEMENT is made and entered into on this the 1st day of July, 2016, by and between the Board, for the District, and the Federation.

WHEREAS the Board and the Federation recognize and declare that providing a quality education for all of the children of Hillsboro-Deering is their mutual aim; and

WHEREAS the success of the education program is dependent upon the content knowledge, pedagogical skill, and professional ability of teachers; and

WHEREAS pursuant to RSA 273-A, the Board has the authority to bargain in good faith with the Federation as the representative of the professional teaching employees of the District included in the unit as set forth in Article I, the Recognition Clause; and

WHEREAS the Federation recognizes that the Board has the responsibility and prerogative to direct and manage the operation and policies of the School District, and that all power, discretion, and authority now held by them or vested in them by law are not delegated, or abridged, are not affected by this Agreement, and this Agreement, even in its express terms, shall not be construed so as to affect such non-delegable discretions and powers in any way;

NOW THEREFORE, the parties agree as follows.

ARTICLE ONE
RECOGNITION AND JURISDICTION

1.1 **RECOGNITION**

Subject to RSA 273-A, and continued certification, the Hillsboro-Deering Cooperative School Board recognizes the Hillsboro-Deering Federation of Teachers, Local 2348, American Federation of Teachers, AFT-NH, AFL-CIO as exclusive bargaining representative for all full-and part-time classroom teachers, librarians, guidance counselors and registered nurses in its employ who work one-half or more of the school day.

1.2 **JURISDICTION**

The jurisdiction of the Federation shall include those full- and part-time classroom teachers, librarians, guidance counselors and registered nurses who work one-half or more of the school day now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit.

1.3 **DUES WITHOLDING**

The Board agrees to deduct Federation dues in equal payments when properly notified by the Federation by means of a signed authorization form (**Exhibit F**) for each teacher so desiring such deduction. Such deduction authorization will be continued each year and thereafter unless notification is received in writing by the Board. The Board also agrees to forward any and all such funds to the Treasurer of the Federation on a monthly basis along with a record of such deductions. The Board will also recognize authorizations provided prior to the execution of the Agreement.

1.4 **AGENCY FEE**

All employees shall, as a condition of continued employment, join the exclusive bargaining agent organization or pay to the exclusive bargaining agent organization a service fee in an amount not to exceed seventy-five percent (75%) of the amount of dues paid by Union members. The Federation shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs resulting from actions taken against the Board as a result of the negotiation of or the administration of this provision.

ARTICLE TWO
MANAGEMENT RIGHTS CLAUSE

Subject only to limits stated in this agreement, the Federation recognizes that the District retains the exclusive right to manage its affairs including, but not limited to, the right to determine the means and methods of operation to be carried on, to direct employees, and to conduct District operation in a safe and most efficient manner.

ARTICLE THREE
FEDERATION RIGHTS AND RESPONSIBILITIES

3.1 **CONSULTATION**

The teachers and the administrators recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship. It is agreed and understood that policies and procedures related to the terms or conditions of employment are appropriate matters for consultation.

3.1.2 **REQUEST FOR CONSULTATION**

A request shall be made by either party in writing, stating the reason(s) for the meeting, the agenda, or the topic of consultation.

3.1.3 **MEETING DATE**

A mutually agreeable meeting date shall be determined providing that such date shall be within fifteen workdays of the receipt of the written notice. This time limit may be extended by agreement.

3.2 **INFORMATION**

The Board shall make available to the Federation, upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.

3.3 **FEDERATION BUSINESS**

The President of the Federation or his/her designee may be granted time off with pay for the purpose of attending Federation business meetings, attending training sessions, or testifying before legislative bodies. The total number of days used for this purpose shall not exceed five (5) days. Notice shall be provided to the Principal at least five (5) school days in advance of such absence.

3.4 **PRINTING AGREEMENT**

The parties agree that the District will have 300 copies of the final agreement printed in booklet form, and the Federation will pay one-half (1/2) the cost of printing. The Federation will provide a copy of the Agreement to each bargaining unit member. The District will provide a copy to each newly hired employee.

3.5 **FEDERATION ACTIVITY**

3.5.1 **LOCATION OF MEETINGS**

Before the opening of and after the close of school on school days, the Federation will have the right to use designated areas in school buildings for meetings of teachers, provided there is no interference with any scheduled school activities or teacher responsibility. The use of such designated areas shall be arranged with the Principal or his/her designee.

3.5.2 **DISTRIBUTION OF MATERIALS**

The Federation shall have the right to place Federation-related materials in the mailboxes of teachers, to utilize the District's e-mail system to disseminate information, and shall be provided with reasonable space on the teachers' bulletin boards for the purpose of posting Federation-related notices and other materials. When requested, the Federation meeting announcements shall be included in the daily announcements read over the public address system.

3.5.3 **INVESTIGATIONS**

Upon the request of a member of the bargaining unit, with permission of the Principal, a Federation Representative may be given a reasonable amount of school time to investigate a pending matter.

3.6 **NOTICE TO BARGAINING UNIT**

This contract, and any changes or modification thereto, shall be presented by the Federation to all members of the bargaining unit, regardless of membership in the Federation.

3.7 **EXISTING LAW**

The rights and benefits of persons provided herein are in addition to those provided by state or federal law, including without limitation, all applicable tenure, pension, or education laws.

ARTICLE FOUR
DEFINITIONS

4.1 **BOARD**
The term "Board" as used in this Agreement shall mean the Hillsboro-Deering Cooperative School Board.

4.2 **DISTRICT**
The term "District" as used in this Agreement shall mean the Hillsboro-Deering Cooperative School District.

4.3 **PARTIES**
The term "Parties" as used in this Agreement shall refer to the Board and the Federation as participants in this Agreement.

4.4 **PROFESSIONAL/TEACHER/PERSON**
The terms "Professional," "Teacher," and "Person" as used in this Agreement refer to a person employed by the Board in the bargaining unit as described in Section 1.1.

4.5 **SUPERINTENDENT**
The term "Superintendent" as used in this Agreement shall refer to the responsible administrative head of the District.

4.6 **SCHOOL**
The term "School" as used in this Agreement shall mean any work location or functional division maintained by the Board.

4.7 **FEDERATION**
The term "Federation" as used in the Agreement shall mean the Hillsboro-Deering Federation of Teachers, Local 2348, American Federation of Teachers, AFT-NH, AFL-CIO.

4.8 **FEDERATION REPRESENTATIVE**
The term "Federation Representative" as used in this Agreement shall mean any duly authorized designee of the Federation.

4.9 **PRINCIPAL**
The term "Principal" as used in this Agreement shall refer to the responsible administrative head of a building, or his/her designee.

4.10 **BARGAINING UNIT**
The term "Bargaining Unit" as used in this Agreement shall mean all full- and part-time classroom teachers, registered nurses, guidance counselors and librarians who work one-half or more of the school day employed by the Hillsboro-Deering Cooperative School Board.

4.11 **PRO-RATA**
Except as may otherwise be specifically provided, the term "pro-rata" as used in this Agreement shall mean that portion that a part-time teacher's weekly work schedule is of a full-time employee's regular weekly work schedule.

4.12 **SINGULAR**
Whenever the singular is used in this Agreement, it is to include the plural.

4.13 **PERSONAL PRONOUN**
Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female.

ARTICLE FIVE
GENERAL PROVISIONS

5.1 **FAIR PRACTICES**
As sole collective bargaining agent, the Federation will accept into voluntary membership all professionals covered by this Agreement without regard to race, creed, color, religion, national origin, political activities, gender, sexual orientation, domicile, marital status, or affiliation with other organizations. The Board and the Federation agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, creed, color, religion, national origin, political activities, gender, sexual orientation, domicile, marital status, or participation in any organizational activities.

ARTICLE SIX
WORKING CONDITIONS

6.1 **ACADEMIC FREEDOM**
The Board recognizes that academic freedom is essential to the development of innovative and progressive staff. The Board will support academic freedom subject to the laws of the State of New Hampshire, the Constitution of the United States, and the inherent rights of the Board to direct the program of the school.

6.1.1 **GRADING**
Teachers shall be solely responsible for the grading of students. The grade entered into any pupil's record by his/her teacher shall not be changed by anyone except the teacher. In the event of a dispute between the teacher and the building Administrator, the Superintendent shall mediate the dispute at the request of either party. If the mediation is unsuccessful, the Superintendent shall make the final decision.

6.2 **WORKYEAR**

6.2.1 The work year shall consist of 190 days of which 180 days will be instructional days with students, six (6) days may be days assigned by the Administration, and four (4) will be unassigned days. Guidance counselors may be scheduled up to an additional ten (10) days per year, the scheduling for which shall be completed by June and shall be compensated in accordance with Section 7.7.6.

6.2.2 **NEW TEACHERS**
Newly hired teachers may be required to work two additional days before the start of the school year, one day to be used for orientation and one day for induction purposes.

6.2.3 **UNASSIGNED DAYS**

An unassigned day is the equivalent of 7.25 hours. The four (4) unassigned non-calendar days may be utilized by the bargaining unit members to accomplish activities related to their professional responsibilities at their discretion, including but not limited to classroom setup and organization, workshops, professional development activities, and meetings with colleagues to address matters related to the performance of their professional responsibilities. It shall be the sole responsibility of the bargaining unit member to submit to the Administration how the days were utilized.

6.2.4 **ASSIGNED DAYS**

Of the six (6) days assigned by the District Administration, one day will be provided for building level needs which may include professional development, goal setting and organizational tasks. The remaining assigned administrative days may be utilized for professional development and/or building workshops, open house, parent conferences or other activities required by the Administration. Attendance required at evening or after school events shall be credited at the rate one-half (1/2) day.

6.3 **WORKDAY**

6.3.1 **ARRIVAL/DEPARTURE**

As professionals, bargaining unit members are expected to devote to their work the time necessary to accomplish the task at hand. Bargaining unit members are free to act with professional discretion relative to the time of arriving at school in the morning or leaving in the afternoon provided that all bargaining unit members will be in their respective classrooms, at their assignments, or performing supervisory or instructionally-related activities at least fifteen (15) minutes prior to the beginning of the pupil school day and at least ten (10) minutes after the close of the pupil school day.

6.3.2 **DUTY FREE LUNCH**

For all bargaining unit members who work a full school day, the Administrator shall provide a thirty (30)-minute duty-free lunch.

6.3.3 **SUBSTITUTION**

The Administration will make every effort possible to find substitute coverage when a teacher is absent. Only in an emergency shall a teacher be asked to substitute for a colleague. No teacher shall be compelled to substitute for an absent colleague. Only in the event of an unforeseen medical emergency that necessitates a colleague to leave the school unexpectedly shall a teacher be required to substitute or to accept students unassigned to him or her. A substituting staff person shall be paid $40.00 for each such period substituted. Nothing in this article is intended to prevent teachers from voluntarily covering for each other. Guidance counselors will not be requested to substitute teach.

6.3.4 **DUTIES**

Bargaining unit members shall continue the practice of performing before and after school supervisory duties on an equitable and rotating basis.

6.3.5 **MEETINGS**

The Administration shall use their best efforts to schedule meetings and non-classroom work during the normal school day. Except in cases of emergencies and unforeseen

circumstances faculty, department, team or other administratively scheduled meetings will not exceed twenty (20) per year without the prior consent of the Federation and whenever possible, a period of at least five work days notice of such meetings with a published agenda shall be provided. Meetings shall not last more than (1) hour, except that up to five (5) meetings per year may last one and one-half (11/2) hours provided notice of the extended meeting has been included with the agenda.

6.3.6 **PLANNING TIME**

6.3.6.1 **ELEMENTARY**

The District will provide to classroom teachers at least 45 minutes per normal school day of continuous planning time which is not to be disrupted by any duties or other administrative assignments or meetings.

6.3.6.2 **MIDDLE**

The District will provide to classroom teachers at least one period or block per normal school day of continuous planning time which is not to be disrupted by any duties or administrative assignments or meetings.

6.3.6.3 **SECONDARY**

The District will provide to classroom teachers at least one period or block per normal school day of continuous planning time which is not to be disrupted by any duties or administrative assignments or meetings.

6.3.6.4 **COVERED POSITIONS**

Guidance counselors and nurses will not be provided with planning time per this article.

6.3.6.5 **EXCEPTIONS**

Exceptions to this requirement to provide "continuous planning time" shall be mutually agreed upon between the Federation and the District.

6.3.7 **TEAM LEADERS WORK DAY**

High School Instructional Team Leaders will teach a minimum of one less block or class period for the purpose of functioning as a curriculum, instruction and assessment coach for their team.

Middle School Instructional Team Leaders will teach a maximum of three fewer blocks per week which could consist of RTI, planning or content class depending on the school need during any given year. This time will be spent carrying out the duties of Instructional Team leader.

These positions will continue to be non-evaluative and non-supervisory.

6.4 **NOTIFICATION OF RE-EMPLOYMENT**

6.4.1 **NOTIFICATION FORM**

The parties agree that individual teachers shall receive notification of re-employment in the form shown in **Exhibit H**.

6.4.2 **TERMINATION OF CONTRACT**

Any bargaining unit member who wishes to terminate his/her employment contract for the upcoming school year shall give written notice to the Superintendent of Schools of his/her termination prior to May 15th. Failure to comply with this notice requirement shall constitute a breach of this agreement and shall obligate the said teacher to a penalty of Five Hundred Dollars ($500.00). The Board agrees that upon payment of the $500.00 and required reimbursement for District paid specialized training as defined in 7.3.3.1 and/or tuition, the teacher will be released from further obligation. The termination notice requirement may be waived upon the mutual consent of both Parties in the event of an urgent personal need or other emergency.

6.5 **REDUCTION IN FORCE**

6.5.1 **POLICY**

In the event it should become necessary to reduce staff, the School Board will conduct reduction in force in accordance with the policy of the School District which is attached as **Exhibit I** to this Agreement.

6.5.2 **MODIFICATION**

The School Board agrees that it will not modify nor amend its Reduction-In-Force policy during the period of this contract without the consent of the Federation.

6.5.3 **LAYOFF/SENIORITY**

Where the criteria for selection for layoff are substantially equal, seniority shall be the determining factor.

6.5.4 **NOTICE OF LAYOFF**

A teacher who is to be laid off shall receive at least sixty (60) calendar days' notice of layoff in writing. A copy of the notice of layoff shall be simultaneously sent to the Federation.

6.5.5 **LAYOFF LEAVE WITH PAY**

An employee who is notified that he or she is to be laid off shall be granted up to three (3) days leave with pay, upon request to and approval by the Superintendent, for the purpose of seeking alternative employment.

6.5.6 **PART-TIME TEACHERS**

For the purposes of Reduction in Force, part-time teachers will be viewed as a separate classification.

6.6 **INSURANCE BENEFITS UPON LAYOFF**

Employees who have been laid off may participate at their own expense in the District's group health insurance plan for such period as is permitted under the insurance contract, and to the extent authorized by the law in existence at the time.

6.7 **RECALL RIGHTS**

6.7.1 **DURATION**

A non-probationary employee who is laid off shall be eligible for consideration for recall for (15) months from the effective date of the employee's layoff.

6.7.2 **VACANCY MAILINGS**

The School Board (or its designee) shall mail to the Federation and to each employee who is eligible for recall consideration a list of all unit vacancies as soon as each opening is known. It shall be the responsibility of the employee to keep the Superintendent notified of the employee's current mailing address.

6.7.3 **NOTICE TO ELECT VACANCY**

Employees who are given notice of a vacancy pursuant to this Agreement shall notify the Superintendent within ten (10) business days of the date of the notice of their election to accept the job opportunity. Failure to accept a job opportunity for which the employee is qualified in a timely manner shall constitute a rejection of the job opportunity and a waiver of further recall rights as provided in this Agreement. Notwithstanding the foregoing, any employee who shall not accept an offered job opportunity shall continue to be eligible to apply for any subsequent vacancy and shall be given preference for future employment, assuming equal qualifications and abilities to perform the job responsibilities.

6.7.4 **RESTORATION OF BENEFITS**

All benefits to which an employee was entitled at the time of layoff, including but not limited to unused accumulated sick leave and longevity, if applicable, shall be restored upon return to active employment.

6.8 **EVALUATIONS**

6.8.1 **PROFESSIONAL EVALUATION PLAN**

Evaluations shall be done in accordance with the Hillsboro-Deering School District Professional Evaluation Plan adopted by the parties. Any modifications to the Professional Evaluation Plan shall be mutually agreed upon between the School Board and Federation. Guidance counselors shall be evaluated consistent with past practice.

6.8.2 **DISTRIBUTION OF EVALUATION PLAN**

All new hires shall be provided with a copy of the Professional Evaluation Plan upon hiring.

6.8.3 **EVALUATION COMMITTEE**

There shall be an evaluation committee comprised of teachers and administrators to monitor and assess the Professional Evaluation Plan and recommend any changes to the School Board and Federation.

ARTICLE 7
COMPENSATION

7.1 **SALARY/STEP INCREASE (2013-2014)**

Effective the first scheduled workday of school year 2013-14, eligible staff shall be granted a one step increase on the 2012-13 salary schedule (**Exhibit A**).

7.1.1 **SALARY/STEP INCREASE (2014-2015)**

Effective the first scheduled workday of school year 2014-15, eligible staff shall be granted a one step increase on the 2012-13 salary schedule (**Exhibit A**).

7.1.2 **SALARY/STEP INCREASE (2015-2016)**
Effective the first scheduled workday of school year 2015-16, eligible staff shall be granted a one step increase on the 2012-13 salary schedule (**Exhibit A**).

7.1.3 **SALARY/STEP INCREASE (2016-2017)**
Effective the first scheduled workday of school year 2016-2017, eligible staff shall be granted a one step increase on the 2016-2017 salary schedule (**Exhibit B**).

7.1.4 **SALARY/STEP INCREASE (2017-2018)**
Effective the first scheduled workday of school year 2017-2018, eligible staff shall be granted a one step increase on the 2017-2018 salary schedule (**Exhibit C**).

7.1.5 **SALARY/STEP INCREASE (2018-2019)**
Effective the first scheduled workday of school year 2018-2019, eligible staff shall be granted a one step increase on the 2018-2019 salary schedule (**Exhibit D**).

7.1.6 **GUIDANCE COUNSELORS**
Guidance counselors shall be placed on the appropriate step and track on the salary schedule in **Exhibit B** and thereafter shall be compensated in the same manner as other bargaining unit members.

7.1.7 **NON- DEGREED NURSES**
Registered nurses who do not possess a bachelor's or master's degree shall be paid at eighty-five percent (85%) of the bachelor's degree track on the teacher's salary schedule.

7.2 **INDIVIDUAL TRACK PLACEMENT**
Determination of an individual's placement on a track is based upon the credentials of the staff member. Credits may be utilized only once.

7.2.1 **ADDITIONAL CREDIT PAST BACHELOR'S**
Credit for salary track placement beyond the Bachelor's track must be acquired subsequent to receiving a Bachelor's degree, and credit shall be received only for graduate or college level courses or other courses as approved by the Superintendent.

7.2.2 **ADDITIONAL CREDIT PAST MASTER'S**
Credit for salary track placement beyond the Master's track must be acquired subsequent to receiving a Master's degree. All individuals newly hired for the school year beginning in August, 2006 and thereafter, shall receive credit for graduate level courses only or such other courses as are approved by the Superintendent.

7.2.3 **STEP ADVANCEMENT**
Eligible staff shall advance a step on the salary schedule at the beginning of each school year provided they have in excess of 120 days service in the prior school year or until such time as a new collective bargaining agreement has been agreed to.

7.2.4 **REQUESTS FOR ADVANCEMENT**

Requests by individual teachers for advanced credit placement shall be granted by the Superintendent upon submission of satisfactory evidence of the completion of all requirements for such credit. Notice of anticipation of track movement must be given to the Superintendent no later than December 1st of the school year prior to the actual placement. Advance credit placement shall occur effective the beginning of the next school year. Coursework can be completed during the summer immediately preceding the school year in order to move tracks.

7.3 **TUITION REIMBURSEMENT**

7.3.1 **APPLICATION FOR AVAILABILITY OF FUNDS**

Funds shall be available to provide tuition assistance for bargaining unit members for a maximum of three courses each year. The faculty member must submit an educational plan to his/her building administrator, which shall include faculty member's educational goals and objectives. Upon approval of the Administrator, the tuition request shall be forwarded to the Superintendent for final approval and authorization for tuition payment. Tuition reimbursement will not exceed the actual cost per graduate credit at the University of New Hampshire rates. The faculty member understands and agrees that if he/she receives a C or less for any course, he/she shall be required to reimburse the district for the tuition that was paid on his/her behalf. Part-time teachers are eligible to receive tuition reimbursement on a pro-rated basis. Requests will be granted by utilizing a lottery process which will occur under the joint supervision of the Superintendent and HDFT President or his/her designee, on the next workday following the final deadline date as outlined below. The lottery system will award one (1) course per applicant until all applicants are granted reimbursement or until funds are exhausted for that term. In the event that there are funds still available, additional course reimbursement will occur using the lottery placement of applicants. In the event that monies for the term are not exhausted, the excess monies will be added to the subsequent term.

In the event that there is money remaining at the end of the fiscal year, applicants who were previously denied reimbursement shall be able to receive monies according to a waiting list that is in keeping with the applicant's initial placement in the lottery process starting with summer applicants first, then fall, then finally winter applicants.

Contract Years	Annual Amount	Application Dates	
Effective 2016-17	**$45,000**	**Fall Term (8/15-9/15)**	**$15,000**
		Winter Term (12/15-1/15)	**$15,000**
		Spring Term (4/15-5/15)	**$15,000**

7.3.2 **NEWLY HIRED TEACHERS**

Newly hired teachers who opt to earn credit in conjunction with the District's mandatory induction course may do so at the District's expense. Funds so expended are in addition to the amounts listed in 7.3.1. Such new hires are eligible to receive tuition reimbursement funds for other courses beginning the second semester of employment.

7.3.3 **REPAYMENT**

Bargaining Unit Members who receive tuition reimbursement and District paid specialized training as defined in 7.3.3.1 and who terminate their employment prior to the expiration of one full school year subsequent to any such District paid induction or training are obligated to repay the entire amount of tuition fees to the District before resignation is accepted, except that if a teacher has given notice pursuant to 6.4.2 hereunder relative to a contract subsequent to the period required herein, this provision shall not apply.

7.3.3.1 **DISTRICT PAID SPECIALIZED PROGRAMS**

District-paid specialized training shall be defined as training required to support national curricula offered in the District and approved by the School Board. The parties agree that such programs offered presently in the District are: Cisco Systems, Project Lead the Way, Advanced Placement, and Reading Recovery. Additional programs may be added by mutual agreement between the Board and Federation.

7.4 **OTHER POSITIONS**

The stipends, schedule or any other terms and conditions of employment relating to department coordinator, facilitator, team leaders, mentors or such similar positions including but not limited to winter and spring academy, Saturday school, tutoring and summer school shall be mutually agreed upon between the Federation and Board. All positions shall be posted for a period of not less than ten (10) school days. Filling of said positions shall be in accordance with the provisions contained in 7.5.5. All current positions and stipends shall be incorporated as **Exhibit K**.

7.5 **EXTRACURRICULAR ACTIVITY**

7.5.1 **PAYMENT SCHEDULE**

The schedule for the payment of extracurricular duties for teachers shall be **Exhibit E**.

7.5.2 **ASSIGNMENTS**

All assignments to extracurricular activities shall be on an annual basis and shall only be made with the voluntary consent of the person assigned.

7.5.3 **POSTING OF VACANCIES**

A vacancy in any extracurricular activity shall be posted ten (10) days before the activity is to begin, or upon notice of the vacancy. Such notice shall include the title, qualifications, duties, and the salary.

7.5.4 **ADD/MODIFY OR DELETE POSITIONS**

The School Board shall be reserved the right to delete extracurricular activities from the list if it finds either lack of interest by students or staff, or that the best interests of the school require a change. The School Board may add new or modify extracurricular activities at any time and shall establish the compensation for any such new activity.

7.5.5 **FILLING VACANCIES**

Consideration for open positions shall be given to qualified members of the bargaining unit who have timely applied for the job. When a vacancy in an extracurricular activity occurs, teachers currently employed by the District shall be given the opportunity to work in programs operating beyond the regular school day or year. The Superintendent shall

appoint the applicant most qualified for such work. If all qualifications of the applicants are equal then seniority in the District shall govern. Factors relevant to qualifications shall include formal education and actual teaching experience. The Board may deviate from this policy only for good cause which shall not be arbitrary, capricious or without rational basis in fact.

7.6 NEWLY APPOINTED PERSONNEL

7.6.1 PLACEMENT FOR NEW PERSONNEL

Newly appointed personnel will be placed on the salary schedule according to their teaching experience and attainment of academic standing.

7.6.2 NON-TRADITIONAL CASES

In cases where a person is entering the District from a nontraditional teaching profession, the following guidelines shall apply:

7.6.2.1 PLACEMENT ON SCHEDULE

For every three (3) years of non teaching experience related to the discipline for which the individual will be teaching, a person may be granted one (1) year teaching experience for up to a total of five (5) years.

7.6.2.2 CREDIT

The granting of such credit will be at the discretion of the Superintendent and with the approval of the Board.

7.7 METHOD OF SALARY PAYMENT

7.7.1 METHOD OF PAYMENT

Salaries of members of the bargaining unit shall be paid in twenty-six (26) nearly equal installments, starting not later than the second Friday after the beginning of the work year and continuing bi-weekly.

-or-

7.7.2 METHOD OF PAYMENT

Salaries of members of the bargaining unit shall be paid in twenty-one (21) nearly equal installments, starting not later than the second Friday after the beginning of the work year and continuing bi-weekly.

7.7.3 RECEIPT OF PAYMENT

The teacher on the 26 payment plan shall have the option of receiving one of his/her summer bi-weekly paychecks in the form of a "Christmas check" to be paid on or before November 20.

7.7.4 PRORATA PAYMENT

If a member of the bargaining unit terminated his/her employment during the school year, he/she or his/her estate shall be entitled to receive unpaid salary based on a pro-rated share (prorata=the number of days employed multiplied by the salary for the contract year divided by the number of days in the contract year).

7.7.5 PER DIEM DETERMINATION

For the purposes of establishing per diem pay, a year of 190 days shall be used.

7.7.6 **TIME WORKED AFTER 190 DAYS**

For time worked beyond the 190 day work year a faculty member shall be compensated at the rate of $35.00 an hour. The faculty member and building administrator shall mutually agree to when and for what purpose the additional time may be worked.

7.8 **ITEMIZED PAYROLL DEDUCTIONS**

A statement of payroll deduction shall be provided with each salary payment.

7.9 **LONGEVITY**

7.9.1 **LONGEVITY SCHEDULE**

All bargaining unit members shall receive longevity pay, to be paid annually on or before December 1, in a lump sum check after completion of the tenth year of continuous service to the District according to the following schedule:

Effective July 1, 2016:

Service Years	BA+24	MA	MA+20
11-13	495	1100	1210
14-19	990	2200	2420
20-24	1485	2530	2750
25 or more	1980	3300	3630

7.9.3 **REIMBURSEMENT OF PAYMENT**

If an individual leaves the District prior to the completion of the school year he/she shall reimburse the District the longevity payment on a pro-rata basis.

ARTICLE 8
BENEFITS

8.1 **HEALTH INSURANCE**

8.1.1 **PLAN COVERAGE**

The School Board will provide all full-time unit employees with single, two-person or family health insurance with coverage through the NH Health Trust with the following plans being offered effective July 1, 2016:

Access Blue New England HMO
AB20-RX 10/20/45

8.1.2 **PREMIUMS**

Access Blue New England HMO (AB 20 RX 10/20/45)

Effective July 1, 2016, the District shall contribute 85% of the cost of this premium for all employees who elect this coverage.

Equivalent Coverage

If either the District or the Federation elects to consider the pursuit of potentially equivalent health insurance services or providers as an alternative to the plans identified in this agreement, then there shall be formed a joint six-member labor-management advisory committee, consisting of three (3) members chosen by District administration and three (3) members chosen by the Federation. The purpose of the committee shall be to monitor the process of investigating, identifying and soliciting information and proposals from potentially equivalent alternate plan(s).

If the District then elects to pursue alternate equivalent health insurance services or providers, the alternate plan(s) will first be presented in writing to the Federation for its determination as to the equivalence of such plan(s). Within 30 days of having received the alternate plan(s), the Federation shall respond in writing, as to each such plan, with (a) a statement that the plan is considered equivalent; (b) a statement that the plan is not considered equivalent, with an identification of the specific respects in which the plan is not considered equivalent; or (c) specific questions whose answers are reasonably necessary to a determination of equivalence. If the Federation has not so responded as to any particular plan within 45 days, such plan shall be deemed equivalent. If the Federation has so responded by providing the District with a statement of non-equivalence or by raising specific questions bearing on equivalence, the District shall then have 30 days to provide the Federation, in writing, with changes to the alternate plan(s) so as to address the Federation's issues of non-equivalence or (as the case may be) with specific answers to the Federation's questions. The Federation shall then have 10 days to provide the District, in writing, with the Federation's final decision on equivalence; provided, however, that the Federation may not unreasonably decide against equivalence if the District has addressed the Federation's specific concerns or questions and has thereby demonstrated equivalence. If at the conclusion of this process there is no agreement on equivalence, the District shall not implement a plan claimed by it to be equivalent unless and until the District has received a favorable decision in final and binding arbitration on the issue of equivalence.

8.1.3 **PREMIUM CO-PAYMENT DEDUCTION**

The Employer will make premium co-payment payroll deduction available to all employees electing medical insurance coverage under Section 8.1.1.

8.1.4 **PRORATA HEALTH INSURANCE**

The employer agrees to allow faculty who are employed for 50% or more of each week the opportunity to purchase health insurance on a pro-rated basis.

8.1.5 **HEALTH CARE BUY-OUT**

Employees who are eligible to receive health care benefits but do not enroll in any program shall receive an amount equal to fifty-percent (50%) of the premium for the single, two-person or family Access Blue New England HMO, AB 20 RX 10/20/45 plan for which the employee is eligible, up to $9,000. Employees making this election for less than a full year shall have their payment prorated. Payment to be received on or before June 1st.

8.2 **MILEAGE**

When faculty are authorized to utilize their private vehicles for district business or required to travel to off-campus school buildings, the rate of reimbursement shall be the maximum rate allowed by the U.S. Internal Revenue Service. The parties agree that the faculty member shall record mileage incurred on District business from the odometer readings on his/her vehicle and the district shall reimburse the faculty member for all reasonable travel incurred.

8.3 **LIFE INSURANCE**

The School Board will provide 100 percent of the cost of a term life insurance policy in the face amount of $50,000.00 for each member of the bargaining unit. Each member may purchase options to increase his or her insurance coverage to the extent that the same are available in the policy issued to the District.

8.4 **DENTAL INSURANCE**

The District shall provide all full-time bargaining unit members, at no cost to the employee, single, two-person or family dental insurance. The plan to be made available shall be the Northeast Delta Dental Plan 1 "0") which provides the following: Coverage A (100% diagnostic and preventive care); Coverage B (80% for restorative care for fillings, extractions, root canal therapy, periodontal treatment, repair of a removable denture, emergency treatment etc.); Coverage C (50% coverage for prosthodontics) for a total benefit not to exceed $1500 per person year with a $25/$75 deductible per year. Coverage D (Orthodontics) will also be provided with payment up to a lifetime maximum of $1500 for each eligible employee and dependent.

8.5 **TAX-FREE ANNUITY**

The Board agrees to continue to allow teachers to take advantage of the Federal law concerning tax-free annuities.

8.6 **INSURANCE DEDUCTION AUTHORIZATION**

Voluntary deductions payable to the Hillsboro-Deering Federation of Teachers for the purpose of insurance shall be deducted from the salary of each teacher who files an authorization in the form set forth in **Exhibit G** of the Agreement. Such authorization shall remain in full force and effect while the teacher is employed by the Hillsboro-Deering School District, or until revoked in writing or modified through the issuance of another authorization.

8.7 **EARLY RETIREMENT INCENTIVE STIPEND**

Upon voluntary separation from the District with twenty (20) years or more of district service (including any and all time served in any schools that are in the district) the staff member shall receive a one-time payment.

The amount of the separation payment shall be determined as follows:
1% of salary x number of years in district PLUS 1/2 per diem x number of unused sick days up to a maximum of 118 days

In order to receive payment on July 1st of the following calendar year, the staff member must provide notice to the District no later than December 1st in the school year in which the separation occurs. In the event of a catastrophic unforeseen event such as a medical condition, the notice requirement would be waived.

8.8 **LONG TERM DISABILITY INSURANCE**

The District shall, for members of the bargaining unit, pay one hundred percent (100%) of the premium to provide long-term disability coverage in the amount of sixty percent (60%) of monthly earnings after (ninety) consecutive calendar days. In no event shall sick leave benefits earned by the individual be paid while disability benefits are received.

8.9 **ACA REOPENING LANGUAGE**

The parties agree that under no circumstances shall the District be compelled to maintain any insurance plan that subjects it to liability under any so-called "Cadillac tax." Upon any material change to the Affordable Care Act (ACA), or to any rules or regulations promulgated pursuant to it, as they may be amended, or upon a reasonable concern that the application of the ACA or its rules and regulations will result in the imposition of a penalty, fine, tax or material adverse financial impact to the District or the employees, either party may reopen bargaining, limited to identifying and adopting a health insurance plan that avoids such adverse financial consequences, and review the cost and impact of such change or adverse impact by providing a ninety (90) day written notice to the other party.

Specifically, the parties agree to exchange proposals limited to identifying and implementing a health insurance plan or plans and related premium and deductible sharing arrangements that complies with the Affordable Care Act and that shall avoid the imposition of any so-called "Cadillac tax" or insurance excise tax, no later than one-hundred (120) days before such ACA provision goes into effect. If the parties are not able to agree on of the two proposed plan(s), the plans will be submitted to binding arbitration with a mutually acceptable arbitrator at least ninety (90) days before the implementation of any "Cadillac tax" or excise tax under the ACA. In the event the parties cannot agree on an arbitrator, one will be selected in accordance with American Arbitration Association (AAA) provisions, by the AAA and from the AAA list of qualified arbitrators. After hearing from both parties and reviewing both proposals, the arbitrator will choose one of the two proposals [which may include coverage under one or more health insurance plans] that shall avoid any so-called "Cadillac tax" or insurance excise tax. If the Union fails or refuses to participate in this process, the District will be permitted to unilaterally implement its proposed plan to avoid imposition of the so-called "Cadillac tax."

ARTICLE NINE
LEAVE POLICY

9.1 **SICK LEAVE**

9.1.1 **ACCRUAL**

Full time teachers shall be entitled to accrue sick leave at the rate of one and one-half (1-1/2) days per month for the months of September through June of each contract year for an annual total of fifteen (15) days, up to a maximum of 100 sick days.

9.1.2 **LONGEVITY ACCRUAL**

A full time teacher who has been employed in the district for twenty (20) years may accrue up to a maximum of 118 sick days.

9.1.3 **PURPOSE**

The purpose of sick leave shall be to afford teachers protection against lost income from absences due to the teacher's illness or injury or the illness or injury of the teacher's spouse, children or other relative for whom the teacher has primary caretaking responsibility. Although routine dental and medical appointments shall be scheduled, to the extent possible, outside of regular school hours, sick leave may be used to schedule emergency appointments.

9.1.4 **DISBURSEMENT OF DAYS**

The sick days available to be earned by a teacher during a school year shall be credited to said teacher at the beginning of each school year, provided, nevertheless, that days used must be earned, and in the event any teacher leaves the employ of the District having used sick leave that was not earned at the date of termination, the teacher agrees to reimburse the District for the monetary value of the unearned days. Further, the teacher agrees that if not paid to the District before distribution of the teacher's final pay, the overpayment of sick leave may be deducted from the final paycheck.

9.1.5 **MEDICAL AUTHORIZATION**

The administrator shall have the option to require the teacher to furnish a certificate from an attending physician for reasonable cause when the teacher's use of sick leave does not conform to the purpose of sick leave.

9.1.6 **NOTICE OF ACCUMULATED SICK LEAVE**

Each September the Superintendent's Office shall provide each teacher with a record of his/her accumulated sick day balance.

9.1.7 **SEPARATION PAYMENT**

A member of the bargaining unit who terminates employment after ten (10) years of continuous service with the District shall receive upon separation payment in the amount of fifty-percent (50%) of his/her accumulated sick leave at the rate of fifty-dollars ($50.00) per day. This provision shall not apply to employees opting for the early retirement incentive.

9.2 **PERSONAL LEAVE**

Each academic year, full time faculty may be granted up to three (3) days of personal leave with prior approval (except in emergency circumstances) by the building principal for personal matters.

9.3 **PROFESSIONAL LEAVE**

A teacher may be granted professional leave for an educational experience inside or outside of the District. Such request may be granted by the Principal for activities that appear to be helpful to the Teacher's performance of his/her assigned tasks within the School District. Such requests are restricted to a maximum of two (2) days per contract year. Requests for additional days may be granted at the discretion of the Superintendent.

9.4 **PARENTAL LEAVE**

In addition to the period of time which a staff person is disabled as the result of the birth of a child or upon adoption of an infant less than one (1) year old, upon written request to the administration given at least sixty (60) days prior to the anticipated birth date, a staff person shall be granted parental (sometimes called child rearing) leave without pay. A teacher on said leave shall be permitted to return any time during the school year provided the teacher has provided thirty (30) days' notice and provided further that the total leave shall not exceed sixteen (16) months. The teacher shall give the Board notice of intended return date at the time of request for leave. The consideration for the grant of the extended leave is the agreement of the staff person to give the notices and abide by the return dates set forth in this paragraph. During the time that a staff person is on unpaid parental (child rearing) leave, the staff person shall be entitled to remain eligible for participation in all District benefit programs, provided they shall be at the sole expense of the staff person. In the event the period of leave shall be less than one (1) semester, the staff person shall be entitled to credit for one (1) year of experience on the teaching salary schedule. If the period of leave shall be in excess of one (1) semester, then the staff person shall not get credit for one (1) year of teaching experience on the salary schedule. Any leave taken pursuant to this article shall not cause a break in the continuous service requirement of Article 7.9.1.

A teacher who is on Family Medical Leave for the birth or adoption of a child can return at any time during the school year provided the teacher has provided thirty (30) days' notice.

9.5 **MILITARY LEAVE**

The District agrees to abide by Federal and State law in dealing with military leave. Any leave taken pursuant to this article shall not cause a break in the continuous service requirement of Article 7.9.1.

9.6 **EXTENDED LEAVE**

The Board may grant an extended leave of absence without pay not to exceed one (1) year for professional improvement or personal reasons for teachers who have been in the School District for more than three (3) years. Application for such leave of absence must be made to the Board by May 15 except in the case of emergency. The Board shall respond subsequent to the next regularly scheduled School Board meeting. The teacher on leave must notify the Superintendent of his/her intent to return to work no later than April 1 of the year preceding his/her return. If possible, when he/she returns he/she will be placed in the school, grade, and subject from which he/she left. Any leave taken pursuant to this article shall not cause a break in the continuous service requirement of Article 7.9.1.

9.7 **BEREAVEMENT LEAVE**

A teacher shall be granted bereavement leave of up to five (5) days to attend funeral services and related affairs upon the death of a member of the teacher's immediate family. Immediate family shall include: spouse, parents of the teacher or the spouse, children, grandparents, grandchildren, siblings or other family member who is a resident of the teacher's household. In addition, teachers shall be granted a paid bereavement day to attend the funeral of any friend or other relative.

9.8 **SICK LEAVE BANK**

The Board and the Federation agree to participate in the "Sick Leave Bank" as jointly established by the Hillsboro-Deering School Board and the Hillsboro-Deering Federation of Teachers (**see Exhibit J**). It is further agreed that the Sick Leave Bank Agreement will not be changed or modified without mutual consent of the parties.

ARTICLE 10
TRANSFERS AND PROMOTIONS

10.1 **TRANSFERS**

The Superintendent of Schools may transfer a teacher within the Hillsboro-Deering Cooperative School system, with the consent of the teacher. However, the Superintendent shall only transfer a teacher to a position for which the teacher is certified or certifiable and the Superintendent shall not make transfers unless he/she feels that it would be in the best interests of the educational program of the Hillsboro-Deering Cooperative School District.

10.2 **INVOLUNTARY TRANSFER**

Any involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason for the transfer. In the event that a teacher objects to the transfer, the Federation will be notified and the Superintendent will meet with the Federation representative to discuss the transfer.

10.3 **DEFINITION/TRANSFER**

The term "transfer" shall include all changes in subjects to be taught, department changes or grade level changes.

10.4 **POSTING OF VACANCIES**

Any vacancy which exists within the Hillsboro-Deering School System, whether professional or extracurricular activities for teachers (**Exhibit E**), will be posted by the Superintendent and notification will be given to the President of the Federation. The vacancy notice will include job title, job description and requirements for the position.

10.5 **NOTICE TO BARGAINING UNIT**

This contract and any changes or modification thereto shall be presented by the Federation to all members of the bargaining unit, regardless of membership in the Federation.

10.6 **EXISTING LAW**

The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, including without limitation all applicable tenure, pension or education laws.

ARTICLE ELEVEN
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

11.1 **PROHIBITED**

The Hillsboro-Deering Federation of Teachers, their agents, members, or negotiators are prohibited from:

11.1.1 **VIOLATION OF PROVISIONS**

Engaging in any action which is or would be in violation of any provision of an existing employment contract.

11.1.2 **JOINT ACTION**

Engaging in a strike, professional day, mass sickness or group absenteeism or to cause, persuade or encourage Hillsboro-Deering Cooperative School teachers to engage in a strike, professional day, mass sickness or group absenteeism.

11.1.2.1

TERM STRIKE

The term "strike" shall mean failure to perform reasonable assignments, absence from work or slow-down by public school teachers as a result of concerted action.

11.1.2.2

PLANNED JOINT ACTION

"Professional day", " mass sickness" and "group absenteeism" shall mean any planned joint action, overt or covert, by Hillsboro-Deering School teachers to remain away from their employment with the District at a time when they are required by contract or agreement to be working.

11.2 **LOCKOUT**

The Board agrees not to engage in any lockout or other concerted activity to prevent the Hillsboro-Deering Cooperative School teachers from performing their teaching duties, provided that this section shall not be construed so as to limit the Board in the exercise of their statutory authorities.

ARTICLE TWELVE
DISCIPLINE

12.1 **DISCIPLINE**

12.1.1 **JUST CAUSE**

Any discipline of an employee, including, but not limited to, reprimand, suspension, or discharge, shall be only for just cause.

12.1.2 **RIGHT TO REPRESENTATION**

Whenever a bargaining unit member is required to attend a meeting in which discipline is imposed or there exists the possibility of discipline as the result of such a meeting, he/she shall be informed of his/her right to have a representative of the Hillsboro-Deering Federation of Teachers present at the meeting.

12.1.3 **NON-RENEWAL**

Non-renewal of non-continuing contract teachers shall be subject to RSA 189:14a and shall not be subject to the grievance and arbitration provisions of this Agreement.

12.1.4 **ORDER OF DISCIPLINARY ACTION**

Disciplinary action will normally be taken in the following order:

a. Verbal warning
b. Written warning

c. Suspension without pay
d. Termination

12.1.5 **REASON FOR ACTION**
All discipline must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Federation at the time disciplinary action is taken.

12.2 **OFFICIAL EMPLOYEE FILES**

12.2.1 **DEROGATORY MATERIAL**
No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her file unless he/she has had the opportunity to read the material. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read.

12.2.2 **EMPLOYEE'S RIGHT TO ANSWER**
Employees shall have the right to answer any material filed. Employee answers shall be attached to the file copy.

12.2.3 **ACCESS**
Employees will be provided with access to their personnel file provided that reasonable notice is given to provide for the scheduling of such review.

12.2.4 **REPRODUCTION**
Employees shall be permitted to reproduce, at their own expense, any material in their personnel file with the exception of material related to their original application for employment.

12.2.5 **ANONYMOUS MATERIAL**
No anonymous letters or materials shall be placed in employee files.

ARTICLE THIRTEEN
GRIEVANCE PROCEDURE

13.1 **GRIEVANCE DEFINITION**
A grievance is defined as a claim by any teacher, or the Federation that there has been a violation of the contract, or that the complainant has been unreasonably or unfairly treated in any matters related to his/her employment. A grievance as herein defined may be processed only through Step 3.

13.2 **ARBITRABLE GRIEVANCE DEFINITION**
An arbitrable grievance is defined to be a claim that there has been a violation (intentional or unintentional) of this contract. The purpose of this grievance procedure is to facilitate, at the lowest administrative level possible, the resolution of the problems which may from time to time arise affecting the welfare of working conditions of teachers.

13.3 STEPS OF THE GRIEVANCE PROCEDURE

13.3.1 Step 1- Principal and Immediate Supervisor

A teacher with a grievance will within 20 calendar days of the occurrence of an event or incident giving rise to the grievance submit the grievance in writing to the principal and immediate supervisor individually or through the Federation. Within 20 calendar days of the receipt of the written grievance, the Principal and supervisor, the aforementioned teacher, and a representative of the Federation will meet to discuss and resolve the grievance. The Principal and/or immediate supervisor shall provide his/her decision in writing within twenty (20) calendar days. If the aforementioned teacher is not satisfied with the resolution of the grievance, he or she may go on to Step 2 of the grievance procedure.

13.3.2 Step 2 - The Superintendent

The teacher whose grievance has not been resolved by Step 1 shall within 20 calendar days of receipt of the decision submit his/her grievance in writing, to the Superintendent. Within 20 calendar days of the receipt of the written grievance, the Superintendent or his/her designee and the aforementioned teacher, the principal or immediate supervisor, and a representative of the Federation shall meet to resolve the grievance. The Superintendent shall answer in writing within 20 calendar days after this meeting. If the aforementioned teacher is not satisfied with the resolution of the grievance, he or she may go on to Step 3 of the grievance procedure.

13.3.3 Step 3 - The School Board

The teacher whose grievance has not been resolved by Step 2 shall within 20 calendar days of receipt of the decision submit in writing his or her grievance, individually or through the Federation, to the School Board. Within 20 calendar days of receipt of the written grievance, the School Board, the Superintendent, the aforementioned teacher, the principal or immediate supervisor, and a representative of the Federation shall meet to resolve the grievance. The School Board shall answer, in writing, within 20 calendar days after this meeting. If the grievance is arbitrable, and the aforementioned teacher is not satisfied with the resolution of the grievance, he or she may go on to Step 4 of the grievance procedure.

13.3.4 Step 4 - Arbitration

In the event the District shall challenge the arbitrability of a grievance beyond the Board meeting level, upon written request submitted by the District to the Federation within 30 days after receipt of a call for arbitration, the issue of arbitrability shall be submitted for final determination prior to any hearing on the merits of the grievance.

In the event the grievance is arbitrable as defined above, the teacher whose grievance has not been resolved by Step 3 may request that the parties call for arbitration. Within 20 calendar days of the request, unless the District has called for predetermination of the arbitrability of the issue in which event within 20 calendar days of receipt of the final decision as to arbitrability, the parties will meet to select an arbitrator from the list provided by the New Hampshire Public Employee Labor Relations Board. The arbitrator selected will give his or her decision citing findings of fact, reasoning, and conclusions on the issues submitted to both parties within 20 calendar days from the date the arbitrator first received the grievance. The arbitrator's decision will be binding on all parties concerned, provided that the questions of law may be submitted to the appropriate

court of law having jurisdiction; providing further that is not contrary to any provisions of this contract or the Laws of the State of New Hampshire. Arbitration costs shall be shared equally by the parties.

13.4 **REPRESENTATION**

Any teacher may be represented by him/herself, the Federation, or counsel of his/her choice at any stage of the proceedings herein (excluding representation by a member or an agent of any other organization).

13.5 **COST OF INDIVIDUAL APPEAL**

If an individual elects to proceed to arbitration without consent of the Federation, the Federation shall have no liability for cost of arbitration.

13.6 **RIGHTS OF FEDERATION**

The Federation may, by request, be a party to any proceeding in which any interest of the Federation or the Bargaining Unit is involved.

13.7 **TIME**

The time limits herein may be extended by agreement of the parties.

ARTICLE FOURTEEN
SAVING CLAUSE AND RESERVATIONS TO VOTERS

14.1 **SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation by the parties. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

14.2 **RESERVATION TO VOTERS ON FINANCIAL MATTERS**

The Board and teachers agree to support mutually agreed-to settlements before the voters of the District. However, any agreement reached herein which requires the expenditures of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters. In the event the voters shall not approve the District Budget as proposed by the Board, the agreements of the parties shall be void and the Board and the Federation shall resume negotiations provided that this paragraph shall not apply to actions of the District meetings subsequent to the first district meeting at which this contract was approved so long as the action at the first meeting was in compliance with the notice requirements of the "Sanborn" standards.

ARTICLE FIFTEEN
DURATION OF AGREEMENT

This contract will be in effect from July 1, 2013 to June 30, 2019 and shall remain in full force and effect until such time as the new contract is executed. Renegotiations of the agreement may be effected by written notice by one party to the other. Negotiations for a successor agreement shall commence not later than May 1, 2018. The parties may by mutual agreement renegotiate any provisions of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the 9th day of May 2016.

By B. Alexander Luhtgaw

Date 5/9/16

PRESIDENT, HILLSBORO-DEERING FEDERATION OF TEACHERS, AFT LOCAL #2348, AFT-NH, AFL-CIO

By [signature]

Date 5/9/16

CHAIRPERSON, HILLSBORO-DEERING COOPERATIVE SCHOOL BOARD

EXHIBIT A
2013-2016 Salary Schedule

0%

STEP	BA	BA+24	M	M+20
1	$33,024	$35,835	$38,875	$40,488
2	$34,222	$37,135	$40,285	$41,956
3	$35,463	$38,482	$41,746	$43,478
4	$36,749	$39,877	$43,260	$45,055
5	$38,082	$41,324	$44,829	$46,689
6	$39,463	$42,823	$46,455	$48,383
7	$40,895	$44,376	$48,140	$50,137
8	$42,378	$45,985	$49,886	$51,956
9	$43,915	$47,653	$51,695	$53,840
10	$45,508	$49,381	$53,570	$55,793
11	$47,158	$51,172	$55,513	$57,817
12	$48,869	$53,028	$57,527	$59,913
13	$50,335	$54,619	$59,252	$61,711
14	$51,342	$55,711	$60,437	$62,945
15	$52,369	$56,826	$61,646	$64,204

EXHIBIT B
2016-2017 Salary Schedule

3.5%

STEP	BA	BA+24	M	M+20
1	$34,180	$37,089	$40,236	$41,905
2	$35,420	$38,435	$41,695	$43,424
3	$36,704	$39,829	$43,207	$45,000
4	$38,035	$41,273	$44,774	$46,632
5	$39,415	$42,770	$46,398	$48,323
6	$40,844	$44,322	$48,081	$50,076
7	$42,326	$45,929	$49,825	$51,892
8	$43,861	$47,594	$51,632	$53,774
9	$45,452	$49,321	$53,504	$55,724
10	$47,101	$51,109	$55,445	$57,746
11	$48,809	$52,963	$57,456	$59,841
12	$50,579	$54,884	$59,540	$62,010
13	$52,097	$56,531	$61,326	$63,871
14	$53,139	$57,661	$62,552	$65,148
15	$54,202	$58,815	$63,804	$66,451

EXHIBIT C
2017-2018 Salary Schedule

3.65%

STEP	BA	BA+24	M	M+20
1	$35,427	$38,443	$41,704	$43,435
2	$36,713	$39,838	$43,217	$45,009
3	$38,044	$41,283	$44,784	$46,642
4	$39,424	$42,779	$46,408	$48,334
5	$40,854	$44,331	$48,092	$50,087
6	$42,335	$45,940	$49,836	$51,904
7	$43,871	$47,606	$51,644	$53,786
8	$45,462	$49,332	$53,517	$55,737
9	$47,111	$51,121	$55,457	$57,758
10	$48,820	$52,975	$57,469	$59,853
11	$50,590	$54,896	$59,553	$62,025
12	$52,426	$56,887	$61,714	$64,273
13	$53,998	$58,594	$63,564	$66,202
14	$55,079	$59,766	$64,835	$67,526
15	$56,180	$60,962	$66,132	$68,877

EXHIBIT D
2018-2019 Salary Schedule

3.75%

STEP	BA	BA+24	M	M+20
1	$36,756	$39,885	$43,268	$45,063
2	$38,089	$41,332	$44,837	$46,697
3	$39,471	$42,831	$46,464	$48,391
4	$40,902	$44,383	$48,149	$50,147
5	$42,386	$45,994	$49,895	$51,965
6	$43,923	$47,662	$51,705	$53,851
7	$45,516	$49,391	$53,580	$55,803
8	$47,167	$51,182	$55,523	$57,827
9	$48,878	$53,038	$57,537	$59,924
10	$50,651	$54,961	$59,624	$62,098
11	$52,487	$56,955	$61,786	$64,351
12	$54,392	$59,021	$64,028	$66,684
13	$56,023	$60,791	$65,948	$68,685
14	$57,144	$62,007	$67,267	$70,058
15	$58,287	$63,248	$68,612	$71,459

EXHIBIT E
Extracurricular Activities for Teachers

Position	Stipend
Elementary School	
Destination Imagination	$1,050
Drama	$750
Drama Assistant	$400
Winter Carnival	$250
Field Day	$250
Middle School	
Destination Imagination	$1,050
Drama	$1,050
Math Team	$400
Peer Mediation Advisor	$400
Student Council	$550
Memory Book Advisor	$550
High School	
Class Advisor-FRESHMAN	$550
Class Advisor-SOPHOMORE	$550
Class Advisor-JUNIOR	$750
Class Advisor-SENIOR	$750
DECA	$1,050
DECA Fashion Show Assistant	$400
Dram-Assistant Director	$800
Drama- Director	$1,200
FBLA	$1,050
French Club	$400
Granite State Challenge	$400
Live Poet's Society	$400
Math Team	$550
Music Director	$2,400
National Honor Society	$550
SADD	$550
Spanish Club	$400
Student Council	$550
Winter Carnival	$400
Yearbook Advisor	$500
Yearbook Assistant Advisor	$400
Youth in Government	$400
NH Scholars	$550 plus $10 per student up to total of 50 students, capped at $1,050 per teacher

EXHIBIT F
PAYROLL DEDUCTION AUTHORIZATION

LAST NAME_____FIRST_____M.I._____
EFFECTIVE DATE _____
SOCIAL SECURITY NUMBER_____
HOME ADDRESS_____
PHONE NUMBER_____
SCHOOL_____
POSITION_____
EMAIL ADDRESS_____

TO THE BOARD OF EDUCATION:
I HEREBY AUTHORIZE YOU, ACCORDING TO ARRANGEMENTS AGREED UPON WITH THE HILLSBORO-DEERING FEDERATION OF TEACHERS, LOCAL 2348, AFT, AFT-NH , AFL-CIO, TO DEDUCT FROM MY SALARY AND TRANSMIT TO SAID ORGANIZATION, DUES FOR AS CERTIFIED BY SAID ORGANIZATION, I HEREBY WAIVE ALL RIGHT AND CLAIM TO SAID MONIES SO DEDUCTED AND TRANSMITTED IN ACCORDANCE WITH THIS AUTHORIZATION, AND RELIEVE THE BOARD OF EDUCATION AND ALL ITS OFFICERS FROM ANY LIABILITY THEREFOR. I REVOKE ANY AND ALL INSTRUMENTS HERETOFORE MADE BY ME FOR SUCH PURPOSES. THIS AUTHORITY SHALL REMAIN IN FULL FORCE AND EFFECT FOR ALL PURPOSES WHILE I AM EMPLOYED IN THIS SCHOOL SYSTEM, OR UNTILL REVOKED BY ME IN WRITING.

MEMBER SIGNATURE_____DATE_____

STATUS: REGULAR (CONTRACT)_____PART TIME_____

CONTINUING SUB_____

RETURN THIS FORM TO:
TREASURER
HILLSBORO-DEERING FEDERATION OF TEACHERS
HILLSBORO-DEERING ELEMENTARY SCHOOL
HILLSBOROUGH, NH 03244

DUES, CONTRIBUTIONS OR GIFTS TO THE HILLSBORO-DEERING FEDERATION OF TEACHERS ARE NOT DEDUCTABLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES. DUES PAID TO THE HILLSBORO-DEERING FEDERATION OF TEACHERS, HOWEVER, MAY QUALIFY AS BUSINESS EXPENSES, AND MAY BE DEDUCTIBLE IN LIMITED CIRCUMSTANCES SUBJECT TO VARIOUS RESTRICTIONS IMPOSES BY THE INTERNAL REVENUE CODE.

EXHIBIT G
INSURANCE DEDUCTION AUTHORIZATION

LAST NAME_____FIRST_____M.I._____

EFFECTIVE DATE_____SOCIAL SECURITYNUMBER____

ADDRESS_____

SCHOOL_____

AMOUNT TO BE DEDUCTED FROM EACH PAYROLL_____

TO THE BOARD OF EDUCATION:

I HEREBY AUTHORIZE YOU, ACCORDING TO ARRANGEMENTS AGREED UPON WITH THE HILLSBORO-DEERING FEDERATION OF TEACHERS, LOCAL 2348, AFT, AFT-NH, AFL-CIO, TO DEDUCT FROM MY SALARY AND TRANSMIT TO SAID ORGANIZATION, MONIES FOR INSURANCE PREMIUMS. I HEREBY WAIVE ALL RIGHT AND CLAIM TO SAID MONIES SO DEDUCTED AND TRANSMITTED IN ACCORDANCE WITH THIS AUTHORIZATION, AND RELIEVE THE BOARD OF EDUCATION AND ALL ITS OFFICERS FROM ANY LIABILITY THEREFOR. THIS AUTHORITY SHALL REMAIN IN FULL FORCE AND EFFECT FOR ALL PURPOSES WHILE I AM EMPLOYED IN THIS SCHOOL SYSTEM, OR UNTILL REVOKED BY ME IN WRITING OR MODIFIED THROUGH THE ISSUANCE OF ANOTHER AUTHORIZATION.

MEMBER
SIGNATURE_____DATE_____

RETURN THIS FORM TO:
TREASURER
HILLSBORO-DEERING FEDERATION OF TEACHERS
HILLSBORO-DEERING ELEMENTARY SCHOOL
HILLSBOROUGH, NH 03244

EXHIBIT H
HILLSBORO-DEERING COOPERATIVE SCHOOL DISTRICT

NOTIFICATION OF RE-EMPLOYMENT

Pursuant to the provisions of a collective bargaining agreement entered into between the Hillsboro-Deering Federation of Teachers, AFT Local 2348, AFT-NH AFL-CIO, and the Hillsboro-Deering Cooperative School District, notice is hereby given that (First Name, Last Name) is offered re-employment as a teacher within the Hillsboro-Deering Cooperative School District pursuant to the terms and conditions of a collective bargaining agreement and the laws of the State of New Hampshire. The teacher's assignment will be _____ for the school year 20__-20__ and the teacher will be paid at an annual salary _____ track _____ step ____ payable in equal bi-weekly installments pursuant to said collective bargaining agreement. (If applicable add "Track placement is contingent upon submission of satisfactory evidence of completion of requirements.").

Salary contracts have three options for method of payment:

A. _____ 21 equal installments paid bi-weekly
B. _____ 26 equal installments paid bi-weekly, receiving the remaining amount paid in one lump sum on the last day of school
C. _____ 26 equal installments paid bi-weekly, receiving one of the summer checks in the form of a "Christmas check" paid by November 20; the remaining amount paid in one lump sum the last day of school.

Please check one of the above options. If you do not make a choice you will automatically be enrolled in option B.

This notification of re-employment constitutes an offer of employment extended from the School District to the teacher and unless accepted and signed and returned to the SAU #34 office no later than May 15th , _____the offer shall be considered withdrawn and the obligation of the District to offer employment to the teacher is terminated without prejudice to any party.

By: _____HILLSBORO-DEERING COOPERATIVE SCHOOL BOARD Date
Its Duly Authorized Officer

_____Teacher:
Date

The Board also wishes to remind all unit members that State law requires:

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

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

C. Master Contract Article 7.9.1 Longevity Payment – All bargaining unit members shall receive longevity pay to be paid annually before December 1 in a lump sum check after completion of the tenth year of continuous service.

Master Contract Article 7.9.3 Reimbursement of Payment - If the individual leaves the District prior to the completion of the school year he/she shall reimburse the District the longevity payment on a pro-rata basis.

Longevity Payment: _____

EXHIBIT I
REDUCTION IN FORCE POLICY

The Hillsboro-Deering School Board, pursuant to its rule-making and legislative authority, and in order to promote the best educational and academic environment for the students and the program for the Hillsboro-Deering School District, adopts the following guidelines and policy in connection with Reduction in Force.

A. Policy

In the event, in the sole discretion of the School Board of the Hillsboro-Deering School District, it shall be necessary because of reduced enrollment, reassignment of personnel or students, curtailment of economic resources or funds, change or consolidation of Board-authorized programs, or for any other reason, to reduce the number of persons employed by the School District of Hillsboro-Deering in its educational programs, the following criteria shall be considered by the School Board in making a determination of non-renewal:

1. The Board shall first consider the needs of the students for the most efficient and productive staff person.

2. The Board will consider its long-standing policy to support, encourage and promote excellence whenever excellence may be established or determined.

3. The Board will consider the respective evaluations of all staff and with the intent to utilize these evaluations to determine the most appropriate staff persons to be retained by the School District.

4. The Board will consider recommendations from administrators on the School Administrative Unit level as to personnel who will most probably carry out the aims and objectives of the District in the educational program and promote the highest degree of learning and academic achievement among the students of the Hillsboro-Deering School District.

5. The Board will consider the contributions made by the respective staff persons to the growth of the educational program in the Hillsboro-Deering School District and the potential ability of the staff person to continue to promote said growth.

6. The Board will consider the overall contribution of respective persons to the total educational programs, extracurricular activities, student welfare, student programs and relationship with the parents and the community.

   In the event and only in said event, that the Board is unable to determine, based on the above criteria, which staff person should be retained within the Hillsboro-Deering School District, then the School Board may consider the seniority of respective staff persons.

8. Except in the case of requirement to consider seniority as set forth in the immediately preceding paragraph, in all other cases the criteria for consideration by the School Board in evaluating a staff person shall be the best interest of the children of the Hillsboro-Deering School District.

B. Procedure

1. As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify all of the teachers who may be affected.

2. The School Board will accept any written presentation regarding the reduction in force from teachers' unions, individual teachers or the public.

3. The School Board will make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many as possible through attrition (retirements, resignations, and refusal to contract).
4. Specifically, the School Board does not condone "bumping". The best teachers shall be retained, regardless of whether the teacher is probationary or not.
   A teacher with more than three years of employment in the school district shall not have the right to displace another teacher with fewer than three years of service in the School District.

5. There will be no recall rights for terminated employees. However, the school administration shall consider the applications of terminated employees for such positions which may become available in subsequent years provided that said terminated employees submit a reasonable and timely application at the time the position becomes vacant. A previously employed teacher who returns to a teaching position within a three-year period shall resume employment by the School District at no less than the step occupied when the teaching position previously held was terminated.

6. The decision to implement the reduction in force shall be made at the sole discretion of the School Board.

C. Effective Date

This policy shall be effective upon its vote of the Hillsboro-Deering School Board and distribution to staff.

Adopted 02/19/90

EXHIBIT J

HILLSBORO-DEERING
SCHOOL BOARD AND FEDERATION OF TEACHERS

Sick Leave Bank

The Hillsboro-Deering Sick Leave Bank is created as an additional income protection for staff who have exceeded their personal accumulated sick leave benefit due to either an illness or an accident.

All members of the Hillsboro-Deering Federation of Teachers, as defined in Article II of the Master Contract, and employed for at least one year in the District, are eligible to participate in the Sick Leave Bank. Any staff electing to participate shall indicate their choice, in writing, within 30 days of the annual contract renewal issuance date. The 30-day election period would begin with the receipt of the contract and end exactly 30 consecutive days later. Subsequent entry into the Sick Leave Bank may occur on an annual basis with the offering of a new school year's contract. The individual staff member has the responsibility to enroll in the Bank on a timely basis. No response is to be considered a "not to join" decision.

The Sick Leave Bank is to be used for workdays lost during the contracted work year (currently 190 days). Upon incurring loss of work due to an accident or illness, an individual may request to withdraw days from the Sick Leave Bank. A maximum of forty (40) days may be withdrawn from the Sick Leave Bank per year, per individual member.

Initial membership into the Sick Leave Bank will require a personal contribution of 2 sick days. All contributions are non-refundable and may come from the individual's accumulated sick leave balance or from the current year's advanced sick leave provided that in the event any teacher leaves the employ of the District having contributed sick leave that was not earned, at the date of termination, the teacher agrees to reimburse the District the value of said unearned days in accordance to Article VIII of the Master Contract.

The maximum number of days in the Sick Leave Bank will be two times the eligible membership of the Bank. On a quarterly basis, to coincide with the beginning of the District's marking periods, the Sick Leave Bank's total will be examined. A replenishment call may be issued to increase the Sick Leave Bank's total balance to meet anticipated withdrawals. Each enrolled member will be asked to contribute 1 additional sick leave day into the Bank within 30 days from the date of the replenishment call.

At the time of the replenishment call, each enrolled member must contribute 1 additional day to remain a member of the bank. Staff who do not have sufficient sick leave days in either their accumulated sick leave balance or in their present yearly advanced sick leave may agree to contribute 1 day as a credit. The credit will be charged against the individual's next school year's advanced sick leave or, in the case of non-returning staff, the credit will be treated as a sick leave day used but not earned in accordance with Article VIII of the Master Contract.

The call for replenishment will be issued to all enrolled, active members. Any member who is currently drawing from the Bank will be expected to contribute 1 day to maintain continued membership. Their contribution shall issued as a credit towards the individual's next school year's advanced sick leave. Members who are on official leave of absence from school duty will be considered inactive and not required to contribute to any call for replenishment, which occurs during their leave of absence. Upon their return to the District, their status will change from inactive to active.

A Sick Leave Bank Committee will be formed to oversee the operation and maintenance of the Sick Leave Bank. The Committee will have responsibility to issue a call for replenishment based on their judgment of anticipated need and current bank balance. Only a single day will be requested and the maximum total cannot exceed two times the enrolled members. The Committee will consist of four (4) members. Three members shall be annually selected by the Hillsboro-Deering Federation of Teachers; 1 member from the Elementary School Staff, 1 member from the Middle School Staff, and 1 member from the High School Staff. The fourth member will be assigned by the Superintendent to represent the SAU.

The Sick Leave Bank Committee will have the responsibility:

- to issue a replenishment call;
- to review all requests for withdrawals;
- to make inquires into the nature and length of disability;
- to set the effective date of Sick Leave Bank use;
- to render approval or rejection of the request; and
- to manage and maintain the Sick Leave Bank records.

An active member shall forward a written request for Sick Leave Bank use to the Sick Leave Bank Committee as soon as the employee is aware of their need and at least 5 days in advance of the intended use. The request should include the anticipated date of use, estimated length of disability, personal sick days available for use and balance of disability leave being requested from the Bank. A written Doctor's note must accompany the member's written request.

In all cases, the decision rendered by the Sick Leave Bank Committee shall be final and binding and not subject to appeal or grievance.

Annually, at the end of the School Year, the Sick Leave Bank Committee shall make a written report to both the Hillsboro-Deering Federation of Teachers and the Hillsboro-Deering School Board on the status and usage's of the Bank including the number of enrolled members, days in the Bank, the number of individual requests, the days requested from the Bank and actual days used.

EXHIBIT K

Other positions per Section 7.4

POSITION	
ES TEAM LEADERS	$1200
MS TEAM LEADERS	$1200
HS TEAM LEADERS	$1800
MENTORS	$500
LEAD MENTORS	$750

Hillsboro-Deering Federation of Teachers, AFT#2348, AFT-NH, AFL-CIO
and
the Hillsboro-Deering School District

MEMORANDUM OF UNDERSTANDING

Whereas the Hillsboro-Deering Federation of Teachers, AFT#2348, AFT-NH, AFL-CIO and the Hillsboro-Deering School District recognize the need to advertise for vacant positions for the upcoming school year as soon as possible in the spring;

Whereas the current contract language contained in Article 8.7 provides for an Early Retirement Incentive Stipend;

8.7 ***EARLY RETIREMENT INCENTIVE STIPEND***
Upon voluntary separation from the District with twenty (20) years or more of district service (including any and all time served in any schools that are in the district) the staff member shall receive a one-time payment.

The amount of the separation payment shall be determined as follows:
1% of salary x number of years in district PLUS 1/2 per diem x number of unused sick days up to a maximum of 118 days

In order to receive payment on July 1st of the following calendar year, the staff member must provide notice to the District no later than December 1st in the school year in which the separation occurs. In the event of a catastrophic unforeseen event such as a medical condition, the notice requirement would be waived.

Whereas the language is silent on the date by which the notice of intent becomes irrevocable;

Whereas the past practice is mixed at best on this provision of the contract;

Whereas the parties have consulted extensively regarding the interpretation of this contract provision;

Whereas it would benefit the district to have a date certain by which a teacher could not rescind the notice of intent in order to provide ample time to make decisions regarding staffing for the subsequent school year and to advertise as may be necessary;

Therefore, the parties, the Hillsboro-Deering Federation of Teachers, AFT#2348, AFT-NH, AFL-CIO, AFT-NH, AFL-CIO and the Hillsboro-Deering School District mutually agree that the notice of intent to retire filed by the teacher shall be irrevocable after March 15th. This date may be waived in the event of a catastrophic unforeseen event such as a medical condition.

The parties further agree that this Memorandum of Understanding shall remain in full force and effect for the duration of the contract or until a successor agreement is effective.

R. Alexander Luhtjarv Dated 4/21/16
Alex Luhtjarv, President
Hillsboro-Deering Federation of Teachers,
AFT#2348, AFT-NH, AFL-CIO

Richard Pelletier Dated 5/2/16
Richard Pelletier, Chairperson
For the Hillsboro-Deering School District