

Agreement Between

Derry Cooperative School District #1

And The

Derry Education Association

2012-2015

Table of Contents

<u>Article</u>	<u>Page</u>
1. Recognition.....	3
2. Duration.....	3
3. Teacher Rights.....	4
4. Association Rights.....	6
5. Dues Check-Off.....	8
6. Grievance Procedures.....	8
7. Teacher Day.....	11
8. Teacher Year.....	12
9. Leaves of Absence.....	13
10. Board Rights.....	17
11. Teacher Employment.....	17
12. Evaluation of Professional Staff.....	17
13. Savings Clause.....	18
14. Reduction In Force.....	18
15. Travel.....	20
16. Insurance.....	20
17. Teacher Improvement.....	21
18. Co-Curricular.....	22
19. Longevity.....	22
20. Placement on Approved Salary Schedule.....	23
21. Salaries.....	23
22. Middle School Team Leaders and Middle School Coordinators.....	24
23. Early Retirement.....	24
24. Severance Pay.....	25
25. Miscellaneous.....	25
Appendix A Co-Curricular.....	27
Appendix B Salary Schedules.....	28

**ARTICLE 1
RECOGNITION**

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

08 **1-02** Specifically excluded from the unit are the Superintendent, Assistant
09 Superintendents, Principals, full-time Assistant Principals, Directors, Chief
10 Psychologist, and all nonprofessional employees.

11 **1-03** The words “teacher” or “teachers” shall, as used in this Agreement,
12 be defined as including all members of the bargaining unit. Part-time
13 employees in bargaining unit positions who work at least half-time will
14 receive benefits which are prorated in accordance with the number of days
15 and hours worked.

**ARTICLE 2
DURATION**

16 **2-01** The Agreement shall be effective July 1, 2012, and shall terminate
17 June 30, 2015.

18 **2-02** Should either party desire to negotiate a successor agreement to take
19 effect following expiration of this Agreement, such party shall notify the
20 other in writing by June 30 prior to expiration of this Agreement.
21 Following such notice, the parties shall begin meeting by August 15 for
22 the purpose of negotiating a successor agreement.

23 **2-03** The parties acknowledge and agree that this Agreement will be
24 “Sanbornized” (i.e. the cost items associated with all years of the
25 Agreement will be submitted to the legislative body for approval at the
26 2012 Derry School District Meeting).

**ARTICLE 3
TEACHER RIGHTS**

27 **3-01** A teacher shall have the right, when appearing before the Board in
28 open or closed session, to be accompanied by a representative of his/her
29 choice.

30 **3-02** Individual teachers shall have the right to form associations or
31 organizations. He/she shall be free from interference, restraint or coercion
32 by the Board or the Association and its agents in the designation of
33 representatives of his/her own choosing for the purpose of collective
34 bargaining, provided he/she shall have the right to refrain from any or all
35 such activities.

36 **3-03** The teacher will not be required to perform any duty or act which
37 threatens anyone's physical safety or well-being.

38 **3-04** In the event that the Superintendent of Schools finds it necessary
39 to suspend a teacher, the following is the procedure to be followed:

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

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

46 **3-05 Review Of Personnel File**

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

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

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

77 **3-06** Any individual contract between the Board and any individual
78 teacher hereto or hereafter executed shall not be inconsistent with the
79 terms and conditions of this Agreement.

80 **3-07 A)** If a teacher is to be reprimanded or disciplined, said reprimand or
81 disciplinary action will take place in private conference with the teacher's
82 principal or immediate supervisor, except when an extraordinary situation
83 exists and the principal or supervisor deems it necessary to take immediate
84 disciplinary action or directive action. Generally, a reprimand or
85 disciplinary action shall not be taken in the presence of students, parents,
86 or staff members and without prior supporting evidence of the need for
87 said action. (The term discipline does not include the discharge or non
88 renewal of a teacher which actions shall be governed by the provisions of
89 RSA-189.)

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

98 **3-08** A teacher who has taught in the Derry School District three (3) or
99 more years and who voluntarily transfers from an existing teaching
100 position in one assignment area to a teaching position in another assignment
101 area may, upon request, return to his/her original teaching assignment in
102 the following school year if there is a vacancy in that assignment area.
103 Said request for returning to the original assignment area must be received
104 in the Office of the Superintendent of Schools no later than June 1 of the
105 first year of the new teaching assignment.

106 **3-09** The District shall post all vacancies for current and for newly
107 created positions and for all paid committee work and paid grant positions
108 by June 1 or, if the District is notified of vacancies after May 1, within 30
109 days of notification. The posting shall be at each work site and in the
110 Superintendent's office. The posting period for vacancies shall be for
111 ten (10) work days during the customary work year, and fourteen (14)
112 calendar days during the summer months, provided the vacancy does not
113 occur fifteen (15) days prior to the opening of school.

114 **3-10 A.** All teachers transferred during the school year or fifteen (15)
115 days (or less) prior to the start of the school year to a new grade or subject
116 area, shall be provided with up to three (3) paid days at the teacher's per
117 diem rate, to deal with on-site work required to prepare/plan for the new
118 assignment.

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

128 **3-11** Teachers may utilize district email and other electronic media in the
129 performance of their professional, Association and professional
130 development responsibilities, subject to school board policies.

ARTICLE 4 ASSOCIATION RIGHTS

131 **4-01** The Association and its representative may use school buildings at
132 reasonable hours for Association meetings and activities, subject to board
133 policy at the time of the request.

134 **4-02** The Association may post notices of Association activities and
135 letters of Association concerns in each school building in the areas

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

138 **4-03** Six (6) copies of any agenda for a School Board Meeting shall be
139 sent to the President of the Association when such agenda is sent to
140 members of the Board.

141 **4-04** Six (6) copies of minutes of any public School Board Meeting shall
142 be sent to the President of the Association. Email transmission of the agenda
143 is acceptable.

144 **4-05** The Association will have the right to designate representatives in
145 each school building.

146 **4-06** The Association may use teacher mailboxes for communications to
147 teachers. A copy of communications not personally addressed, will be
148 given to the building principal and Superintendent at the time of
149 distribution to the teachers.

150 **4-07** The Association and its representatives shall have the right to use
151 school facilities and equipment at reasonable times when such equipment
152 is otherwise not in use, subject to the approval of the building principal or
153 designee. It is understood that school supplies (paper, glue, paint and the
154 like) if used, will be paid for by the Association. Exception: Typewriters
155 made available to teachers and duplicating equipment may be used at
156 reasonable times when not in use. The Association shall notify the
157 Superintendent by July 1 of the dates of Association business for the
158 upcoming year that require the presence of the entire Association and/or
159 building representatives; however, the School District shall not be obligated
160 to schedule around the Association's dates.

161 **4-08** The cost of typing and printing of the Agreement shall be divided
162 equally between the Association and the Board and copies shall be
163 distributed to all members of the Association within thirty (30) days
164 after the Agreement is signed. The number of copies to be mutually
165 agreed upon by the President of the Association and the Superintendent
166 of Schools.

167 **4-09** The Superintendent shall place on the agenda of a regular Board
168 Meeting any matter requested by the Association provided that such
169 matter has been brought to his/her attention twenty-four (24) hours
170 before the formulation of the agenda.

171 **4-10** If the Board meets while school is in session, the President or
172 his/her designee will be notified whenever possible in advance and
173 allowed to attend with the School Board paying for the President or

174 his/her designee. At the beginning of every school year, the association shall
175 be credited with four (4) days to be used by teachers who are officers or
176 agents of the Association. In addition, up to fourteen (14) teachers each year
177 may attend the NEA-NH delegate assembly for one day. The Superintendent
178 will be notified no less than five (5) calendar days prior to the
179 commencement of such leave.

180 **4-11** A teacher engaged during the school day in negotiating on behalf
181 of the Association with any representative of the Board, participating in
182 any professional grievance, negotiation, including arbitration or appearing
183 before a state agency on behalf of the Association, shall be released from
184 regular duties without loss of salary (matters pertaining to this Agreement
185 only).

181 **4-12** The rights and/or privileges of representation granted to the
182 Association under “State of New Hampshire Rules and Regulations Public
183 Employee Labor Relations Board” will not be denied.

ARTICLE 5 DUES CHECK-OFF

184 **5-01** The District shall, for the duration of this Agreement, deduct
185 DEA/NHEA/NEA dues regularly and periodically, and such other
186 deductions, including disability insurance, each month from the paycheck
187 of each employee who individually and voluntarily authorizes said
188 deductions in writing. Said authorization must be received in the
189 Superintendent’s Office thirty (30) calendar days prior to beginning such
190 deductions.

ARTICLE 6 GRIEVANCE PROCEDURE

191 **6-01** Grievance

192 **A.** “Grievance” shall mean a complaint by a teacher, a group of
193 teachers, and/or the Association that there had been to him/her an alleged
194 violation, misinterpretation or inequitable application of any provision of
195 this Agreement except that the term “grievance” shall not apply to: (1) any
196 matter for which specific method of review is prescribed by law; or (2)
197 any rule or regulation of the State Commissioner of Education; or (3) any
198 by-law of the Board of Education pertaining to its internal organization; or
199 (4) any matter which according to law is either beyond the scope of Board
200 authority or limited to unilateral action by the Board alone; (5) a complaint
201 of a teacher which arises by reason of his/her not being re-employed; or
202 (6) a complaint by any teacher occasioned by appointment to, or lack of
203 appointment to, retention in or lack of retention in any position for which

204 “tenure” is either not possible or not required. A grievance to be
205 considered under this procedure must be initiated by the employee within
206 fifteen (15) workdays of its occurrence.

207 **6-02 A Restriction**

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

211 **6-03 Procedure**

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

218 **B.** It is understood that the employee shall during and not
219 withstanding the pendency of any grievance, continue to observe all
220 assignments and applicable rules and regulations of the Board until such
221 grievance and any effect thereof shall have been fully determined.

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

225 **FORMAL PROCEDURE:**

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

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

236
237 **Step II:** The Principal may communicate his/her decision to the employee
238 and/or the Association in writing within five (5) work days of receipt of
239 the written grievance.

240 **Step III:** The employee and/or the Association no later than five (5) work
241 days after receipt of the principal’s decision or, if none, no later than five
242 (5) work days after the deadline for the principal to issue his written
243 decision, may appeal to the Superintendent of Schools or his/her designee.
244 The appeal to the Superintendent or his/her designee must be made in
245 writing reciting the matter submitted to the Principal, as specified above,

246 and the employee and/or Association's dissatisfaction with the decision
247 previously rendered. The Superintendent or his/her designee may meet
248 with the employee and/or the Association to attempt to resolve the matter
249 as quickly as possible. Any such meeting shall occur within a period not
250 to exceed ten (10) work days after receipt of the appeal to Step III. The
251 Superintendent or his/her designee may communicate his/her decision in
252 writing to the employee and/or the Association and to the principal within
253 twenty (20) work days after receipt of the appeal to Step III.

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

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

280 2. Right of Teachers to Representation

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

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

291 3. Costs
292 A: Each party will bear the total cost incurred by themselves.
293 B: The fees and expenses of the arbitration will be shared
294 equally by the two parties.
295 C: Any individual teacher of the District shall be assured
296 freedom of restraint, interference, coercion, discrimination, or reprisal
297 in presenting his/her appeal.
298 D: The Association shall have the right to have
299 representatives present at all levels of the grievance process.
300 E: Grievances arising out of decisions made by the
301 Superintendent and/or the Board may be submitted by the Association
302 at Step III.

ARTICLE 7
TEACHER DAY

303 **7-01** Starting with the 2010-11 school year, the student instructional day shall
304 20 minutes longer than it was in the 2009-10 school year.

305
306 **7-02 A)** The teacher day at the elementary schools shall be six (6) hours
307 forty-five (45) minutes or until completion of professional responsibilities,
308 whichever is longer. The teacher day at the middle schools shall be six (6)
309 hours fifty-five (55) minutes or until completion of professional
310 responsibilities, whichever is longer. The teacher day shall begin at least
311 5 minutes before the tardy bell and shall end at least 5 minutes after the
312 dismissal bell. For example, if the teacher day begins 5 minutes before the
313 tardy bell, it shall end 15 after the dismissal bell or upon completion of
314 professional responsibilities, whichever is later; if the teacher day begins 10
315 minutes before the tardy bell, it shall end 10 minutes after the dismissal bell or
316 upon completion of professional responsibilities, whichever is later. The
317 administration at each school will give the Association an opportunity for
318 input on the details for implementation of the extended student instructional
319 day before the administration implements it.

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

323 (1) To limit the number of staff, faculty, department, grade
324 -level team, and committee meetings that the administration requires the
325 teacher to attend outside the timeframe described in Section 7-02(A) to an
326 average of 3 per month, no more than 28 per year, with 7 days prior
327 notice;

328 (2) To limit the duration of meetings that the administration
329 requires the teacher to attend outside the timeframe described in Section
330 7-02(A) to 60 minutes after the teacher day;

331 **and**

332 (3) To limit the number of administratively assigned field trips
333 from which the teacher will be scheduled to return more than 60 minutes after
334 the dismissal bell to one per year. Field trips on multiple days to the same
335 location (e.g., Browne Center) shall be deemed to be a single field trip for
336 purposes of this provision;¹

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

340 **7-03** Teachers assigned to morning or afternoon bus duty shall be on duty
341 at times determined by their building principal.

342 **7-04 A)** Elementary school teachers shall be granted at least four 45-minute
343 periods of time per five-day week as preparation time for classroom related
344 activities. Middle school teachers shall be granted at least five 45-minute
345 periods of time per five-day week as preparation time for classroom related
346 activities.

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

350 **7-05** Supplemental Services personnel assigned to specific schools
351 shall follow the regular teachers' attendance and assignment schedule.
352 Supplemental Services personnel not assigned to a specific school shall
353 be on the elementary schedule.

354 **7-06** When a teacher is going to be absent, that teacher shall contact a
355 designee of the administration, who shall have the responsibility of
356 securing an appropriate substitute. Every reasonable effort shall be made
357 to provide substitutes for the classroom teacher, resource room teacher,
358 and specialist. Only in an emergency circumstance shall a teacher be
359 required to substitute for an absent teacher. A teacher so required to
360 substitute for an absent teacher will be paid, in addition to his/her regular
361 salary, a stipend in the amount of \$30 per class period that the teacher is
362 required to substitute.

ARTICLE 8 TEACHER YEAR

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

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

**ARTICLE 9
LEAVES OF ABSENCE**

358 **9-01** Sabbatical Leave

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

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

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

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

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

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

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

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

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

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

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

400 **9-02 Personal Leave:**

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

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

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

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

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

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

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

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

440 **9-04 Military Leave**

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

448 **9-05 Jury Duty Leave**

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

454 **9-06 Death-In-The-Family**

455 In the event of death in the employee's immediate family as defined
456 below, the employee on request shall be excused with pay for any of five(5)
457 working days: spouse or domestic partner, child(ren), step-child(ren), parent,
458 step-parent, sibling.

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

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

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

467 **9-07 Sick Leave**

468 Teachers will be entitled to fifteen (15) days sick leave with pay
469 each year for personal illness. Sick leave days may be accumulated from
470 year-to-year with a maximum of one hundred twenty (120) days. Once a
471 teacher has accumulated the maximum 120 days of sick leave, that teacher

472 still shall be entitled to receive 15 sick days each year, but any of those
473 15 sick days not used during that year will not carry over to the next year.
474 A teacher may use up to 15 days of sick leave under this section each year
475 for the illness of a spouse, child, parent or domestic partner who resides in
476 the teacher's home. A teacher may use up to 5 days of sick leave under
477 this section each year for the illness of a child or parent who does not
478 reside in the teacher's home.

479 **9-08 Sick Bank**

480 The Board agrees to establish a sick leave bank for employees
481 covered by this Agreement. The sick bank shall apply to a disability
482 or illness (excluding work connected accident) which causes an
483 employee to be unable to perform his/her contractual obligation for five
484 (5) contract days or more. Each employee covered by this agreement
485 agrees to donate one (1) day from the fifteen (15) days set forth in Section
486 9-07 to be deposited in said "Bank" unless the Bank already is at a level of
487 250 days or more. If at any time, the bank reaches the level of
488 thirty (30) days, every teacher shall be required to donate (1) sick leave
489 day to the bank. To become eligible to request extended benefits from this
490 sick bank, an employee must: have exhausted all but two (2) of his/her
491 accrued sick leave under Section 9-07; present satisfactory medical
492 evidence of disability or illness (excluding work connected accident)
493 which causes the employee to be unable to perform his/her contractual
494 obligation for five (5) contract days or more; and get approval of the
495 Superintendent or his/her designee. An employee may draw up to thirty
496 (30) days from said "sick bank" in any one (1) year. Days in the sick bank
497 that are not used during one school year will remain in the sick bank and
498 will be carried over to the next school year. Supervision of this bank
499 shall be conducted by the Assistant Superintendent for Business and (3)
500 members of the Association. This section of the Article shall not be
501 grievable.

502 **9-09 Perfect Attendance**

503 A teacher having perfect attendance for either the first or the
504 second semester will receive \$150. A teacher having perfect attendance
505 for both semesters will receive a total of \$400. Perfect attendance is
506 defined as attendance for the number of days set forth in Article 8 with the
507 following exceptions: (1) less than the number of days set forth in Article
508 8 if approved by the School board (Example: snow day that does not
509 require a make-up); (2) personal days will be counted as absences unless
510 they are utilized for religious holidays; and (3) approved professional and
511 bereavement days will not be deducted from perfect attendance.

512 **9-10 General Leave**

513 Leaves for any and all other reasons paid or not paid shall be
514 granted at the discretion of the Board. When the Board considers a

515 teacher's request for such leave, the Board will give the teacher an
516 opportunity to be present in non-public session to address the reasons for
517 his/her request.

**ARTICLE 10
BOARD RIGHTS**

505 **10-01** As to every matter not covered by the Agreement and except as
506 expressly or directly modified by clear language of a specific provision
507 this Agreement, the Board retains exclusively to itself all rights and
508 powers that it has now or may hereafter be granted by law and shall
509 exercise the same without such exercise being made the subject of a
510 grievance or arbitration.

511 **10-02** Notwithstanding any other provisions in this Agreement, the
512 Board has sole jurisdiction, authority and discretion to contract with
513 individuals, companies or agencies to provide services that otherwise
514 would be provided by persons employed in this bargaining unit if the
515 Superintendent determines that he cannot fill the position at the applicable
516 salary with a qualified applicant. The Board will not contract-out for
517 teacher, librarian or guidance counselor services.

**ARTICLE 11
TEACHER EMPLOYMENT**

518 **11-01** The Board agrees to hire for every position a person who is
519 certified for that position, if certification is required by the State of New
520 Hampshire. This provision shall not apply in the instance where the
521 Superintendent has made every reasonable effort to hire a certified person
522 and one cannot be found.

**ARTICLE 12
EVALUATION OF PROFESSIONAL STAFF**

523 **12-01** The Derry Cooperative School Board and the Derry Education
524 Association intends to maintain the best qualified staff to provide quality
525 education for students.

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

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

534 C. The person evaluating the teacher shall discuss the
535 evaluation with the teacher within five (5) school days of the evaluation
536 unless the absence of the evaluator or the teacher makes this impossible.

537 Teachers shall be evaluated only by persons who are certified as
538 administrators, have completed one or more courses in supervision, or
539 have evaluated teachers in Derry in the past.

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

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

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

ARTICLE 13 SAVINGS CLAUSE

553 **13-01** If any Article or part of this Agreement is held to be invalid by
554 operation of law or by a tribunal of competent jurisdiction, or if
555 compliance with our enforcement of an Article or part should be restrained
556 by such tribunal, the remainder of the Agreement shall not be effected
557 thereby and the parties shall enter into immediate negotiations for the
558 purpose of arriving at a mutually satisfactory replacement for such Article
559 or part.

ARTICLE 14 - REDUCTION IN FORCE

560 **14-01** When it is determined by the Board to reduce the number of
561 staff, the following procedure shall be utilized:

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

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

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

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

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

583 **GROUPINGS: Assignment Areas**

584 Grades K-5

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

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

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

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

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

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

618 2. A staff member on recall shall have the right to refuse recall

619 without losing his/her recall status during the first 12 month period
620 following the reduction in staff.

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

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

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

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

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

ARTICLE 15 TRAVEL

635 **15-01** Any teacher traveling between schools performing their
636 assigned duties during the hours school is in session shall be reimbursed at
637 the IRS rate.

ARTICLE 16 INSURANCE

638 **16-01 Health Insurance:**

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

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

645 (2) a plan not offered by the District.

646
647 **B:** For teachers who elect a plan offered by the District,
648 the District shall pay the following percentages of the premium for a
649 single, two-member, or family plan, whichever is selected by the teacher.

650 2012-2015

651	District	80%
652	Teacher	20%

653
654

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

669 **16-02** Life Insurance: The Board agrees to provide Term Life and
670 AD & D at a sum equivalent to the Teacher's annual salary.

671 **16-03** **Dental Insurance:** The District agrees to pay the full cost of
672 single, or 90% for two person, or 90% for family coverage for Northeast
673 Delta Dental with the following coverage:

- 674 A. 100%
- 675 B. 80%
- 676 C. 50%
- 677 D. 50%
- 678 No deductible
- 679 \$1,000 per/person contract year maximum.

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

ARTICLE 17 TEACHER IMPROVEMENT

705 **17-01** A teacher shall, upon presentation of his/her transcript and a
706 bursar's receipt, be reimbursed in a lump sum for the cost of tuition for
707 courses taken during each year of this agreement, as follows:

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

710	2012-13	\$2,400
711	2013-14	\$2,500
712	2014-15	\$2,600

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

717 C. The courses are of content related to the curriculum or
718 course of study taught by the teacher.
719 D. The courses are approved in advance by the principal and
720 the Superintendent.
721 E. The teacher has received a grade of B or better, or “pass” in
722 a pass/fail course.
723 F. Teachers who leave the system will reimburse the District
724 for all payments received by the teacher in the last year that the teacher
725 taught in the District. Such payments will be made within one (1) year
726 from the last day that the teacher taught in the District, if so requested by
727 the School Board.
728 G. The total reimbursement to all teachers shall not exceed the
729 following amounts each year:
730 2012-13 \$82,000
731 2013-14 \$83,000
732 2014-15 \$84,000
733 H. The teacher shall present his/her transcript and the bursar’s
734 receipt to the Superintendent on or before June 1 of the school year in
735 which reimbursement is requested.
736 I. In the event that funds in the course reimbursement pool
737 under Section 17-01 (G) remain unencumbered after June 1, teachers may
738 request additional course reimbursement by June 15 in accordance with
739 the provisions in Section 17-01. The unencumbered funds in the course
740 reimbursement pool shall be divided among these additional requests on a
741 pro-rata basis by June 30.

**ARTICLE 18
CO-CURRICULAR**

742 **18-01** The District shall have funds assigned to co-curricular activities
743 that equal the totals reflected in Appendix “A”. Each year by June 1,
744 notice of all middle school co-curricular positions shall be posted for the
745 following school year. The District will provide the Association with a
746 list of positions and associated stipends for each elementary school by
747 October 15.

**ARTICLE 19
LONGEVITY**

748 **19-01** The District agrees to provide a teacher a longevity bonus of
749 \$700 after (11) years of service; \$2400 after 15 years of service,
750 and \$3000 after (20) years of service within the Derry School District.
751 The longevity bonus will be paid in a lump sum check.

ARTICLE 20
PLACEMENT ON APPROVED SALARY SCHEDULE

751 **20-01** The Superintendent shall be directed to place all members of
752 the professional staff on the proper step of the salary schedule, effective at
753 the time of the appointment. Generally no new employee shall be placed
754 on a step of the salary schedule which is higher than those steps for current
755 employees with equivalent experience. However, exceptions will be
756 allowed if the Superintendent determines that there is an unavailability of
757 qualified candidates or that a candidate should receive credit for special
758 experience outside the field of education. The Superintendent shall notify
759 the president of the Association, or his/her designee, in writing within (30)
760 thirty days of hiring new teachers of the steps on the salary schedule upon
761 which those new teachers initially are placed.

762 **20-02** Any teacher who has taught more than one hundred and
763 twenty (120) consecutive days as a contracted teacher shall be entitled to
764 receive credit for one (1) full year of teacher experience.

765 **20-03** Upon recommendation of the Superintendent and majority vote
766 of the Board, a teacher may be held at step because of unsatisfactory job
767 performance.

768 **20-04** Once under contract, no new evidence of previous teaching
769 experience will be accepted for the purpose of salary schedule placement.

770 **20-05** Salary track changes will be made on the following dates:
771 **September 1 & February 1**. The teacher must notify the Office of
772 the Superintendent if said changes are to be made.

ARTICLE 21
SALARIES

773 **21-01** Minimum salaries for all positions are contained in the Appendices
774 which are part of this Agreement.

775 **21-02** The Board may, at its discretion, increase the salary of any
776 individual teacher.

777 **21-03** Salaries of Nurses, COTA's and PTA's
778 **A.** Full-time salaries: Full-time school nurses who work under school
779 year contracts for the number of days set forth in Article 8 and who hold
780 Bachelor's or higher degrees shall be paid on the salary schedule in
781 Appendix B. Full-time school nurses who work under school year
782 contracts for the number of days set forth in Article 8 and who do not hold

783 bachelor's or higher degrees shall be paid 85 percent of the salaries in the
784 bachelor's track of the salary schedule in Appendix B. Full-time certified
785 occupational therapy assistants and physical therapy assistants who work
786 under school year contracts for the number of days set forth in Article 8
787 shall be paid 80 percent of salaries in the bachelor's track of the salary
788 schedule in Appendix B. Full-time school nurses, COTA's and physical
789 therapy assistants shall move up one step on the salary schedule in
790 Appendix B each year of this Agreement, contingent on satisfactory
791 performance.

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

796 **21-04** Benefits of Nurses, COTA's and PTA's:

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

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

ARTICLE 22 MIDDLE SCHOOL TEAM LEADERS AND MIDDLE SCHOOL TEAM COORDINATORS

806 **22-01** The District agrees to pay the following amounts for Middle
807 School Team Leaders and Middle School Team Coordinators:
808 2012-15 \$3,500

ARTICLE 23 RETIREMENT

810 **23-01** Minimum Experience Required: Employees with at least twenty
811 (20) years of service in the Derry Cooperative School District, who are at
812 least fifty-five (55) years of age and who are eligible for early or normal
813 retirement under NH Retirement System shall be eligible for the following
814 retirement incentive program.

815 **23-02** Notice of Intent: notice of ones intention to retire under this plan
816 must be submitted in writing to the Superintendent of Schools no later
817 than January 1 of the last full year of full-time employment.

818 **23-03** A single lump sum payment in the amount of 45% x last salary will
819 be made in July or August following the date of retirement.

**ARTICLE 24
SEVERENCE PAY**

820 **24-01** Upon retirement or voluntary resignation after twenty (20) or
821 more years of service as a teacher in the Derry School District, a teacher
822 shall be paid \$40/day for any accumulated sick days.

**ARTICLE 25
MISCELLANEOUS**

823 **25-01** Notwithstanding any other provision in this Agreement, the
824 amounts payable to a teacher under Article 23 and 24 will be divided into
825 two separate lump sum payments. The first lump sum payment shall
826 be due and payable in July or August following the date of retirement,
827 and shall equal the maximum portion of the Article 23 and 24 benefits that
828 will not result in the School District being assessed by the New
829 Hampshire Retirement System under RSA 100-A:16 III-a. The
830 second lump sum payment shall be due and payable 121-150 days
831 after the employee's retirement so as to prevent the School District
832 from being assessed by the New Hampshire Retirement System, and
833 shall equal the remainder of the Article 23 and 24 benefits that were not
834 paid in the first lump sum.

In Witness whereof the parties have executed this agreement on this March **, 2012.

Derry Cooperative School Board & The Derry Education Association

Margaret Morse-Barry
President, DEA

Wendy Mahoney
Negotiations Chairperson, DEA

Mark Beland

Neal Ochs

Derry Cooperative School Board
Negotiations Committee

Kevin Gordon
Chairman, Derry School Board

Mary Ellen Hannon
Superintendent of Schools