

**AGREEMENT**

**Between the**

**DEERFIELD SCHOOL BOARD**

**and the**

**DEERFIELD PARA EDUCATORS ASSOCIATION**

**JULY 1, 2024 - JUNE 30, 2028**

**Approved: September, 2024**


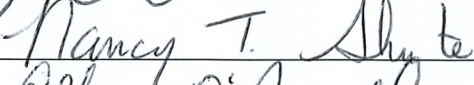
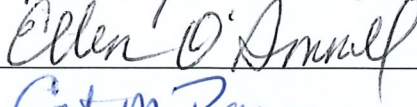

## TABLE OF CONTENTS

Preamble.....	1
Article I: Recognition.....	1
Article II: Negotiations Procedures.....	1
Article III: Jurisdiction and Authority of School Board.....	1
Article IV: Association's Rights.....	2
Article V: Payroll Deductions.....	2
Article VI: Conditions of Employment.....	3
Discipline.....	3
Evaluation.....	3
Personnel Files.....	4
Complaints.....	4
Employment Agreements.....	4
Article VII: Assignments.....	5
Job Descriptions.....	5
Medication.....	5
Article VIII: Vacancies and Transfers.....	5
Employee Rehire.....	6
Article IX: Substitutions.....	6
Article X: Compensation.....	6
Longevity.....	7
Overtime.....	7
One-on-One Assistants.....	7
Certified Stipend.....	7
Special Education Bus Monitor.....	7
Method and Time of Salary Payment.....	7
Prof. Development, Workshop & Course Reimbursement.....	8
Field Trips.....	8
Article XI: Leave Benefits.....	8
Sick Leave.....	8
Family Illness.....	9
Sick Leave Bank.....	9
Personal Leave.....	9
Bereavement Leave.....	10
Professional Leave.....	10
Leaves of Absence.....	10
Association Leave.....	11
Retirement Benefit.....	11
Article XII: Grievance Procedure.....	11
Definition.....	11
Purpose.....	11
Right of Representation.....	11
Grievance Procedure.....	11
Exclusions.....	13
Waiver of Grievance.....	13
Summer Recess.....	13
Article XIII: Fringe Benefits.....	14
Health Insurance.....	14
Life Insurance.....	14
Dental Insurance.....	15
Article XIV: Duration.....	15
Article XV: Savings Clause.....	15
APPENDIX A - WAGE SCHEDULE.....	16
APPENDIX B - GRIEVANCE FORM.....	17


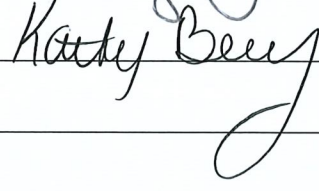
P R E A M B L E

This agreement made this 10<sup>th</sup> day of September, 2024 by and between the School Board of the Deerfield School District, hereinafter called the "Board", and the Deerfield Para Educators Association, affiliated with NEA/NEA-NH, hereinafter called the "Association".

For the Deerfield School Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Deerfield Para Educator Association

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE I  
Recognition

- 1.1 The Board recognizes the Association as the exclusive bargaining agent for all full and part-time para educators employed by the District as defined by Public Employees Labor Relations Board in its unit certification document, Decision No. 2003-065, dated June 19, 2003 for the purpose of bargaining pursuant to RSA 273-A.
- 1.2 A full-time para educator is defined as one employed for the entire school year and for the entire school day. A part-time para educator is defined as one who is contracted for less than a full school day or less than a full school year. Part-time para educators receive benefits as set forth herein

ARTICLE II  
Negotiations Procedures

- 2.1 Negotiations shall be conducted pursuant to the New Hampshire RSA 273-A.
- 2.2 The Board agrees to provide the Union with such non-confidential information as it may have which is both timely requested and reasonably necessary for the Union to carry out its bargaining obligations. Such information will be transmitted electronically when possible.

ARTICLE III  
Jurisdiction and Authority of School Board

- 3.1 The Board, subject only to the language of the Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district, including, but not limited to the right to select and direct employees; to determine vacancies; the qualifications

for the hiring and retention of employees; to determine standards for work; to determine the content of the job descriptions; to hire, promote, transfer, assign, and retain employees in position; and to discipline, suspend and discharge employees.

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

#### ARTICLE IV Association Rights

- 4.1 The local Association shall have the right to post notices of activities on bulletin boards designated for that purpose by the Administration in accordance with Board policies. The Association shall not post any material which is libelous, scurrilous or inflammatory.
- 4.2 The local Association may use school mail facilities and email according to Board policy for communications to its members concerning Association activity.
- 4.3 The local Association may have the reasonable use of school buildings during non-school hours for Association meetings, provided that any such use does not conflict with previously scheduled activities and is in accordance with applicable Board policies. The Association, by its designated representative, will notify the Administration in advance of any such meeting(s).

The Association shall pay for the costs incident to such use, including any cost associated with the use of District equipment and/or materials.

- 4.4 State and National representatives of the Association may conduct Association business in the school building, provided that notice has been given in advance to the Administration, that such business does not interfere with the operation of school programs, nor is it disruptive to the operation of the school.
- 4.5 The Association will, upon timely request, be given an opportunity at employee meetings to present brief reports and announcements.
- 4.6 A committee of Association representatives will meet with a central office administrator and the Principal upon request by any party at a mutually agreeable time. The parties will have an equal right to submit matters for discussion. Three Association representatives will be excused from duties if such meetings occur during the school day.

#### ARTICLE V Payroll Deductions

- 5.1 For the purpose of these negotiations, the employer agrees to deduct Association dues during the conduct of negotiations pursuant to the terms herein.
- 5.2 The Board agrees that upon receipt of written authorization thereof, signed by a staff member covered by this Agreement, it will deduct from the salary check of the staff member an amount

specified by the Association to provide payment of dues for membership to the Deerfield Para Educator Association, NEA/NH.

- 5.3 The Board agrees to deduct (from employees) authorized moneys to be transmitted to annuity companies, banking institutions and credit unions.

ARTICLE VI  
Conditions of Employment

- 6.1 This contract shall be construed and interpreted to be consistent with existing state and federal laws or other applicable regulations as they apply to both the employee and the employer.

6.2 DISCIPLINE

An administrator may meet with an employee at any time. A staff member shall upon request have the right to request that a local Association representative be present during a meeting called for disciplinary purposes, or for other than disciplinary purposes which become disciplinary during the course of the meeting. The parties recognized that such meetings shall not be unduly delayed because of the unavailability of a local Association representative. Evaluations, meetings to discuss the quality of work and discussions related to areas of needed improvement shall not be considered disciplinary.

6.3 EVALUATION

The Board and Association agree that the responsibility for staff evaluation rests with the administration.

- 6.3.1 A written evaluation following Board policies will be reviewed with the staff member, and signed by both the staff member and the evaluator. The signature of the staff member indicates only that the staff member has seen and reviewed the formal evaluation report, and will not necessarily indicate agreement with it. A staff member who disagrees with an evaluation will be given the opportunity to submit a rebuttal, in writing, to be attached to the evaluation document.
- 6.3.2 Classroom teachers shall not evaluate bargaining unit employees but may be given the opportunity to provide feedback. An employee shall be given a copy of the year-end evaluation report by his/her evaluator(s) prior to a conference held to discuss the evaluation.
- 6.3.3 The parties wish to encourage open and collaborative dialogue between bargaining unit members and supervisors regarding performance and areas where improvement may be needed. However, in the event that a deficiency is identified that may result in termination of the employment agreement prior to the expiration of the school year, the supervisor shall notify the bargaining unit member in writing of the alleged deficiency, the expected correction and a reasonable timeframe for correction, although the parties recognize that some egregious issues may allow for immediate termination. The bargaining unit member will have the right to Association representation, in accordance with

Article 6.2, in the event that any meetings are held with the bargaining unit member to discuss the deficiency or plan for correction.

#### 6.4 PERSONNEL FILES

No material shall be placed in a staff member's personnel file unless the staff member has had an opportunity to review such material. The staff member will sign the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The staff member will also have the right to submit a written answer. To the degree protected by law, these provisions do not apply to material of a confidential nature acquired by the District when initially hiring a staff member.

- 6.4.1 The employee shall be entitled access to his/her personnel file during business hours with a minimum 24 hours' notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during such review.

#### 6.5 COMPLAINTS

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

#### 6.6 EMPLOYMENT AGREEMENTS

Individual employment agreements shall be issued annually by June 1st. Employment agreements between the Board and any individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. The specific number of hours per day and days per school year the bargaining unit employee is required to work shall be included within each member's individual employment agreement.

Currently the School District Calendar is based upon instructional hours with 5 snow days built in. With the current start and end times of the school day there are 178 school days. Bargaining unit members will be required to make up one (1) snow day by attending the March professional development day. Any other snow days, up to the 5 days already built in will be recorded as emergency days.

If there are more than five (5) snow days in one calendar year and additional school days are added to the calendar, bargaining unit members will be required to work those additional days.

- 6.6.1 Bargaining unit members who are not going to be re-employed the following school year shall receive written notice of the action.

ARTICLE VII  
Assignments

7.1 JOB DESCRIPTIONS

The Board agrees to maintain, as part of its general policy manual, job descriptions for members of the bargaining unit; said policy manual to be available on line. Upon written request of the Association president, the administration will provide job descriptions pertaining to those employed under this agreement.

7.2 MEDICATION

Unless it is part of an employee's job description or an emergency, employees shall not be required to administer medication to students unless under the supervision of the school nurse or other duly authorized individual

ARTICLE VIII  
Vacancies and Transfers

8.1 A para-educator vacancy which exists within the District will be posted by the Principal or his/her designee for ten (10) calendar days except in cases of emergency. The vacancy notice will include the job title, general description of the position, requirements, and qualifications for the position.

8.2 Employees will have the right to an interview for vacant positions for which they are qualified provided the employee submits a written request not later than ten (10) calendar days after the date the position was posted.

8.3 When student needs change and the elimination of a position is necessary, administration will determine which bargaining unit member will be released based on the following unordered factors:

- a) job performance, including existing bargaining unit member evaluations
- b) overall effectiveness and ability
- c) academic preparation and professional growth
- d) certification and experience in the certified area
- e) years of service in the Deerfield School District.

The bargaining member who is released will be given first consideration for openings for which he/she is qualified and expresses written interest to the Principal, both for those that occur during the remainder of that school year until the beginning of the following school year.

8.4 In the months of July and August, notice of vacancies will be posted in each Deerfield School District building and, at the written request of the Association president; copies of these same notices will be sent to him/her at a home address.

8.5 Employees from within the bargaining unit who make timely application for vacancies pursuant to Section 8.1 shall be given preference in filling vacancies if they have necessary qualifications as determined by the school board. In the event two or more applicants with equal qualifications (in the determination of the school board) emerge, then experience in the job and seniority in the District, in that order, will be considered.

8.6 Employee Rehire

When an employee that leaves the school district is rehired within one calendar year of departing, they will return at the same wage if they occupy the same or substantially the same position while employed in the school district. If rehired within one calendar year of departing, they will be rehired at the same benefit level as they were receiving while employed in the school district.

ARTICLE IX  
Substitutions

9.1 In the case where instructional Assistants substitute for regular classroom teachers, they will receive, in addition to their regular wages, a stipend of one half the current rate of pay for substitutes for a full day assignment (any portion of the day exceeding half day) and one quarter the current rate of pay for substitutes for a half-day assignment (any portion of a half day).

9.2 When a member of this bargaining unit agrees to substitute for a teacher, said agreement shall be voluntary. The administration will insure that the duties of the member of this unit and the duties of the teacher being substituted for are not in conflict.

9.3 Paraprofessionals who substitute for a 1:1 student in excess of 30 days will receive a 1:1 stipend at the conclusion of the assignment. The supervisor must approve this assignment.

ARTICLE X  
Compensation

10.1 The basic wages of staff members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.

10.2 Initial placement on the wage schedule shall be at the discretion of the Superintendent in accordance with the total years of experience in a school setting. A daycare setting will not be considered, however work in private special education schools or in other private school settings where job responsibilities are similar, will be considered.

10.3 All members of the paraprofessional association shall be given credit on the wage schedule set forth in Appendix A for full years of outside comparable/creditable experience in any accredited and/or state approved school district, or determined by the Superintendent or his/her designee.

LONGEVITY



For the purpose of computing creditable years of longevity pursuant to the terms of Appendix A, employees who work more than ninety (90) school days in their initial year of hire will receive full credit for that school year in the computation of experience for longevity payment.

10.5 OVERTIME

Hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the employee's regular rate of pay. Overtime must have the prior written approval of the bargaining unit member's supervisor.

10.6 ONE-ON-ONE ASSISTANTS

One-on-one assistants will receive an additional stipend of fifty (\$.50) cents per hour while so assigned.

10.7 Assistants with toileting responsibilities in grades K-8 will receive an additional stipend of fifty (\$.50) cents per hour while so assigned. This stipend only applies to students requiring consistent toileting assistance.

10.8 CERTIFIED STIPEND

Bargaining Unit Members who are certified by the Department of Education will receive an additional hourly stipend for the school year following the receipt of a copy of their certification at the SAU Office.

2024-2025 Seventy-Five (\$.75) cents per hour  
2025-2026 Eighty-Five (\$.85) cents per hour  
2026-2027 Ninety (\$.90) cents per hour  
2027-2028 One (\$1.00) dollar per hour

Current employees of the Deerfield Community School obtaining paraprofessional certification for the first time will be reimbursed a one-time fee of \$110.00 for the initial application to the NH Department of Education.

10.9 SPECIAL EDUCATION BUS MONITOR

Bargaining unit members who are assigned as monitors on the morning and/or afternoon Special Education bus shall receive a stipend of one (\$1.00) dollar per hour (one hour minimum) for each morning or afternoon assignment. Paraprofessionals who are assigned as bus monitors during school hours will not be eligible for this stipend.

10.10 METHOD AND TIME OF SALARY PAYMENT

Members of the bargaining unit will receive pay for hours worked no later than fifteen (15) days after the hours are worked. It shall be the responsibility of each member to accurately record all hours worked each day, on forms or devices supplied by the District.

Members of the bargaining unit may elect to be paid in either twenty-six (26) or twenty-one (21) equal bi-weekly installments. Bargaining unit members electing to be paid by the twenty-six (26) installment method will receive a final payment consisting of the equivalent of five (5) bi-weekly salary payments in a lump-sum payment in June of the school year. A reconciliation, if any is necessary, will be made in the final paycheck. Bargaining unit members must indicate in writing that they wish to receive their pay in twenty-one (21) or twenty-six (26) bi-weekly installments by August 1 prior to the start of the school year and must agree to reimburse the District if the employee leaves employment for any reason prior to the end of a school year and has been overpaid.

10.11 PROFESSIONAL DEVELOPMENT: WORKSHOP AND COURSE REIMBURSEMENT

The Board agrees to reimburse members for up to \$300.00 per person, for job related workshops or courses which have been pre-approved by the administration. Para educators in their third (3<sup>rd</sup>) year of recertification shall be entitled to an additional \$200 per person. Reimbursement for courses will be made upon proof of a grade "C" or better. If the employee does not receive a "C" or better in any course, the District shall be entitled to recover such advance payments from the employee's salary. A purchase order will be generated directly to the learning institution upon proof of registration. Final payment will not be sent until proof of attendance has been received.

The Board shall be obligated to expend no more than the sum of five thousand (\$5,000) dollars during any year of the agreement. If there are remaining funds on May 1<sup>st</sup>, members who voluntarily attend in-district professional development days on a non-contracted day, may request payment of their hourly wages with proof of attendance at the event. Payment for attending professional development days cannot exceed hourly rates. Members who have exceeded their allotment for the reimbursement of courses may also request payment utilizing the excess funds. Requests must be submitted by May 15th and will be divided equally among employees making the written request.

10.12 FIELD TRIPS

Bargaining members who are asked to chaperone field trips that may extend beyond the regular work day may have their schedule adjusted by administration to ensure that the member does not work in excess of their contracted hours. If the member's schedule cannot be adjusted, the member will be compensated at their per diem rate for the extra time.

Bargaining members who are asked to chaperone over-night field trips will be compensated \$75 per night.

ARTICLE XI  
Leave Benefits

11.1 SICK LEAVE

Sick leave shall be available for use in case of illness or disability for the staff member. Each bargaining unit member shall be entitled to paid sick leave yearly, earned at a rate of one (1) day per month of employment and cumulative to seventy (70) days total and calculated on a

pro rata basis for those working less than full time as defined. After the first year of employment, the total annual number of days to be earned will be available to employees at the beginning of the school year.

- 11.1.2 Members who are not considered full time as defined in Article 1.2 shall accumulate sick leave on a pro rata basis.

## 11.2 FAMILY ILLNESS

Recognizing that illness in the immediate family (mother, father, son, daughter, wife or husband, to include “step” members) of a bargaining unit member (as ) may occur at any time, up to five (5) days from available paid sick leave per year may be used for the caretaking of a family member. This benefit may be applied to the care of a newborn infant or newly adopted child. The right to use personal sick leave for family illness shall not be cumulative.

## 11.3 SICK LEAVE BANK

The Board agrees to maintain a sick leave bank to cover members of the bargaining unit in the event of a long-term illness. After the first year, each employee wishing to be covered agrees to donate one (1) day from the ten (10) days he/she is allowed to accrue in a one year period to be deposited in said bank, such day to be deducted from the paraprofessional’s annual sick leave. All members of the bargaining unit will be able to contribute one (1) day to the sick bank. If the sick bank is at its maximum, the excess days will be deleted to allow for all members to contribute.

- 11.3.1 The donated sick days will be replenished at the start of every school year up to a maximum of one hundred fifteen (115) days. Any member who wishes to donate to the sick bank must do so prior to May 15<sup>th</sup>.
- 11.3.2 A member will become eligible to request extended benefits from the sick leave bank after incapacitating illness or disability, provided he/she has exhausted all of his/her accrued sick leave. Upon presentation of medical evidence of disability, impending disability, or illness, a member may be granted up to thirty (30) days or the equivalent to six (6) weeks per school year. The sick leave bank will be administered by a five (5) person committee consisting of one (1) Board member, the Principal and three (3) members of the Association appointed by the President.
- 11.3.3 The Superintendent’s Office will keep a master record of the sick bank and will provide the Association with a copy of the record upon request. The Association will report status of used bank time to the Superintendent’s Office monthly.
- 11.3.4 Decisions under this item are not subject to the grievance procedure.

## 11.4 PERSONAL LEAVE

At the beginning of every school year, each full time Member shall be credited with three (3) paid days to be used for matters that cannot be accomplished at another time or on another day. Any bargaining unit member planning to use a personal day or days shall notify his/her

supervisor at least twenty-four (24) hours in advance when possible. The employee shall certify that the leave is for matters that cannot be accomplished at another time or on another day but otherwise shall not be required to reveal the purpose of such leave. Personal days may not be used for vacation or recreational purposes and may not be taken solely to extend a vacation or holiday. Personal days are not cumulative. Those employed less than full time as defined in Article 1.2 shall receive personal leave on a pro rata basis.

#### 11.5 BEREAVEMENT LEAVE

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

#### 11.6 PROFESSIONAL LEAVE

Requests for professional leave shall be initiated through the bargaining unit member's supervisor or the building Principal. Allowance of professional leave shall be with the prior recommendation of the Principal and approval of the Superintendent.

#### 11.7 LEAVES OF ABSENCE

11.7.1 It will be the duty and responsibility of the bargaining unit member to notify the School Board via the Principal/Superintendent of a need for leave due to pregnancy or impending adoption. A bargaining unit member who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided she can fulfill all of her normal professional responsibilities and with the written approval of her attending physician. A written approval from the physician stating that she can resume her normal professional responsibilities is also required.

11.7.2 Any portion of a leave by a bargaining unit member resulting from medical disability due to pregnancy, miscarriage or childbirth and verified in writing by a physician may be charged to her available sick leave, and she will be compensated, therefore.

11.7.3 The bargaining unit member requesting child rearing/adoption leave will consult with the Principal to determine a date for commencement of leave and return. Factors considered will be the physician's recommendations, the health of the mother and health of the child, and what would be least disruptive to the classroom and students. These dates may be altered by agreement of both parties.

11.7.4 If approved leave time includes less than ninety (90) work days in any one school year, the bargaining unit member shall be given credit on the salary schedule for that year, so long as the bargaining unit member was full time

11.7.5 Separate from leaves granted under the dictates of the Family and Medical Leave Act, family leave of up to one (1) calendar year may be granted without pay or other benefits to a

paraprofessional with at least two (2) years' service to the Deerfield School District, at the discretion of the School Board.

11.8 ASSOCIATION LEAVE

Subject to verification by the Association President, the bargaining unit shall be entitled to two (2) days per year of paid leave for Association business.

11.9 RETIREMENT BENEFIT

Bargaining unit members who retire from the Deerfield School District with a minimum of ten (10) years of completed service and who have accrued the maximum number of sick days at the time of retirement will be compensated for twenty-five (25) sick days at their current per diem rate.

ARTICLE XII  
Grievance Procedure

12.1 DEFINITION

For purposes of this Agreement, a grievance shall mean an allegation by a staff member that this Agreement has been violated.

12.2 PURPOSE

The parties acknowledge that it is more desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing. The written grievance shall state the alleged violation of this Agreement, and the relief which is being sought. See Appendix B for grievance form to be utilized.

12.3 RIGHT OF REPRESENTATION

A staff member shall, upon reasonable prior request, have the right to have an Association representative present during any step of this procedure, provided that such Association representative is available in a timely manner.

12.4 GRIEVANCE PROCEDURE

12.4.1 All references herein to "days" shall mean school days, unless otherwise especially indicated.

12.4.2 A grievance must be initiated within fifteen (15) days of the alleged violation.

#### 12.4.3 LEVEL ONE

Within ten (10) days of receipt of a formal grievance, the Building Principal shall meet with the grievant. Within five (5) days following this meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, it may be referred to Level 2 within ten (10) days from the date of receipt of the answer.

#### 12.4.4 LEVEL TWO

Within ten (10) days of a written appeal to this level by the grievant, the Superintendent will meet with the grievant. The Superintendent shall give his/her answer to the grievant within ten (10) days of said meeting.

#### 12.4.5 LEVEL THREE

The grievant may appeal the Level Two decision to the School Board by giving written notice to the Board Chair, through the Superintendent's Office, no later than ten (10) days from the receipt of the Superintendent's answer at Level Two. Within thirty (30) days of an appeal to this Level, the Board shall meet with the grievant and hear the facts alleged in the grievance. The Board shall issue its answer to the grievance no later than ten (10) days from the date of meeting with the grievant.

#### 12.4.6 LEVEL FOUR

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

- a) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
- b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- c) If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

- d) Neither the Board nor the grievant will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- e) The arbitrator will limit himself/herself to the issues submitted to him/her and will consider nothing else. He/she will be bound by and must comply with all of the terms of this agreement. He/she will have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.
- f) The Board and the aggrieved will receive copies of the arbitrator's report. This will be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- g) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room will be borne equally by the Board and the Association. Any other expenses will be paid by the party incurring same.

12.5 EXCLUSIONS

Management prerogatives, as listed and referenced in this Agreement as well as those listed in RSA 273-A, shall not be subject to this Grievance Procedure.

12.6 WAIVER OF GRIEVANCE

Failure at any step by the grievant to meet specified timelines shall cause the grievance to be forfeited. Failure at any step by the administration or Board to meet specified timelines shall allow the grievant to proceed to the next step of the procedure.

Notwithstanding the above, timelines contained in the Grievance Procedure may be extended, if done so in writing and by mutual agreement.

12.7 SUMMER RECESS

In the event that a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).

12.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.9 The parties agree that staff members covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance under this Article.

ARTICLE XIII  
Fringe Benefits

13.1 HEALTH INSURANCE

The Deerfield School District will pay ninety (90%) percent (or percentage required for affordability) of a single School Care Green #2 or Red insurance plan, or eighty (80%) percent of a two-person or family School Care Green #2 or Red plan for all bargaining unit members working thirty (30) or more hours per week, per school year, who wish to subscribe.

13.1.1 Any employee who terminates their contract between July 1<sup>st</sup> and the start of school will be responsible for reimbursing the district for the entire cost of any insurance premiums prepaid on their behalf for the months of July and August.

13.1.2 Bargaining unit members will be eligible for a flexible savings account for health care costs.

13.1.3 Bargaining unit members who currently participate in the health plan and choose not to subscribe to a health insurance benefit for the entire contract year will receive a buyout of five hundred (\$500) dollars.

Their payment will be made at the end of the contract year and will be subject to normal employee payroll taxes. These bargaining unit members must sign a waiver and provide proof of health care insurance coverage elsewhere.

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

13.2 LIFE INSURANCE

All bargaining unit members working fifteen (15) or more hours per week, per school year, are entitled to term life insurance of five thousand (\$5,000) dollars or one times their annual pay level, whichever is greater.



13.3 DENTAL INSURANCE

The Deerfield School District will pay an amount equivalent to fifty (50%) percent of the cost of the Single Delta Dental plan Option 3A toward single, two-person or family coverage for members in the bargaining unit that participate in the plan.

ARTICLE XIV

Duration

This agreement shall become effective July 1, 2020 and shall continue in effect until June 30, 2024.

ARTICLE XV

Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substituted action shall be subjected to appropriate consultation and negotiation with the Association. 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.

APPENDIX A  
Wage Schedule

STEP	2024/2025	2025/2026	2026/2027	2027/2028
1	\$17.68	\$18.68	\$19.68	\$20.68
2	\$18.20	\$19.20	\$20.20	\$21.20
3	\$18.75	\$19.75	\$20.75	\$21.75
4	\$19.34	\$20.34	\$21.34	\$22.34
5	\$19.95	\$20.95	\$21.95	\$22.95

All employees will be moved up one step for each year of the agreement

LONGEVITY

Longevity will be frozen for all members currently receiving longevity. Members who complete 5 years of service during this contract will receive longevity as follows.

LONGEVITY

- \$750.00 (5-10) completed years in the Deerfield School District
- \$1,500 (11-15) completed years in the Deerfield School District
- \$2,000 (16-20) completed years in the Deerfield School District
- \$2,500 (21+) completed years in the Deerfield School District

APPENDIX B

DEERFIELD SCHOOL DISTRICT  
Grievance Form

Date: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Nature of Grievance: It is claimed that on \_\_\_\_\_ there occurred a violation of the contract.  
The contract violation(s), including articles and sections claimed to have been violated, are as follows:

Description of alleged violation:

Remedy sought by Grievant:

Signature:

\_\_\_\_\_ Date \_\_\_\_\_