AGREEMENT BETWEEN

THE FREMONT SCHOOL BOARD

AND

THE FREMONT EDUCATION ASSOCIATION

JULY 1, 2019 – JUNE 30, 2022
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1. **RECOGNITION**

1.1 The Fremont School Board recognizes, for purposes of collective bargaining, the Fremont Education Association, NBA-NH, as the exclusive representative of:

   *All full time teachers, media specialists, guidance counselors, and nurses employed by the Fremont School District (the "District").*

1.2 The Fremont Education Association agrees to represent all bargaining unit members in the unit designated above without discrimination and without regard to membership in the Fremont Education Association.

1.3 "Full time teacher" for the purposes of this Agreement shall mean any teaching position who teaches 50% or more of the teaching day and/or of the teaching week.

1.4 **Definitions:**

   1.4.1 The terms "teacher" or "member" mean any person included in the bargaining unit.

   - The term "Board" means the Fremont School Board.

   - The term "Association" means the Fremont Education Association.

   - The term "administrative supervisor" shall mean either the Principal or the Special Education Building Coordinator, as specified on an individual teacher's individual contract, or job description. In the absence of any such designation, then the Principal, or his/her designee in writing shall be deemed the administrative supervisor as used herein for that specific teacher.

2. **NEGOTIATIONS PROCEDURE**

The Association and the Board agree to enter collective bargaining in accordance with the procedures set forth in the New Hampshire Revised Statutes Annotated, Chapter 273:A.

On or before September 1, either party may submit to the other a written notice of its intention to negotiate a successor agreement concerning salaries, fringe benefits and terms and conditions of employment.
The parties shall meet at reasonable times and places to negotiate in a good faith effort to reach agreement. During such negotiations the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals.

The Board shall furnish to the Association upon request all pertinent non-confidential data and information of the district in the public domain as will assist the Association in developing constructive proposals and programs on behalf of the teachers.

Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist it in negotiations.

Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of said agreement shall be filed with the New Hampshire Public Employee Labor Relations Board in accordance with RSA 273-A.

Any sections of the agreement which requires the expenditure of public funds for its implementation shall not be binding unless and until the necessary appropriations have been made by the School District. The Board and the Association shall make every effort to promote and secure the funds necessary to implement the agreement.

### 3. GRIEVANCE PROCEDURE

#### 3.1 Definitions:

3.1.1 A grievance is a claim of an alleged violation of a specific provision of this agreement. A grievance, to be considered under this procedure, must be initiated in writing within fifteen (15) days of its occurrence.

3.1.2 An aggrieved person is the person or persons making the complaint, or the Association if the grievance relates to an Association right or a matter which affects the entire bargaining unit, provided the Association President signs the grievance and attends any grievance meetings.

3.1.3 The term "days" shall be interpreted as meaning school days during the school year unless otherwise stipulated. During the summer months when school is not in session, "days" shall mean business days, i.e. excluding weekends and legal holidays.

#### 3.2 Purpose:

3.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise concerning the application of the terms of this agreement.

3.2.2 Both parties agree that these proceedings will be kept as confidential as possible.

#### 3.3 Structure: 
3.3.1 The building Principal is designated as the administrative representative for Level One procedure.

3.3.2 The Superintendent is designated as the administrative representative for Level Two procedure. The Superintendent may select additional persons to assist in his/her function.

3.3.3 The Board may designate an administrative representative for Level Three.

3.3.4 A grievance may be withdrawn at any level.

3.4 Initiation and Processing:

3.4.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the grievant to process a grievance within the prescribed time limits shall constitute a waiver of further appeal and an acceptance of the administrative decision made at the last level. A decision or appeal on a grievance shall be in writing and shall be rendered within the time limit set forth.

3.4.2 Level One - Principal. Any teacher who has a grievance shall discuss it first with the Principal in an attempt to resolve the matter. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he/she shall set forth his/her grievance in writing to the Principal specifying: (a) the nature of the grievance and the date of occurrence; (b) the specific provision of the agreement alleged to have been violated; (c) the nature and extent of the injury or loss or inconvenience; (d) the result of previous discussions; (e) his/her dissatisfaction with decisions previously rendered; and (f) the remedy sought. The Principal shall communicate his/her decision to the teacher in writing within five (5) days of receipt of the written grievance.

3.4.3 Level Two - Superintendent. The teacher, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal must be made in writing, reciting the matter submitted to the Principal, as specified in (a) through (f) above.

The Superintendent shall meet with the employee to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) school days.

The Superintendent shall communicate his/her decision in writing to the grievant and the Principal within ten (10) school days after meeting with the grievant.

3.4.4 Level Three - School Board. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach
all related papers and forward the request to the Board. The Board shall hold a hearing with the grievant within ten (10) days of the request and render a decision, in writing, within fifteen (15) school days of the hearing.

3.4.5 **Level Four - Arbitration.** If the decision of the School Board does not resolve the grievance to the satisfaction of the employee grievant, and he/she wishes review by a third party, he/she shall so notify the Association within five (5) school days of receipt of the School Board’s decision. If the Association determines that the matter should be arbitrated further, it shall, in writing, so advise the Board within ten (10) school days of receipt of the School Board’s decision.

3.4.5.1 The parties shall first attempt to select an arbitrator by mutual agreement. If they are unable to agree upon an arbitrator, either party may submit the grievance to the Public Employee Labor Relations Board or the American Arbitration Association for appointment of an arbitrator in accordance with their applicable rules.

3.4.5.2 The arbitrator shall limit himself/herself to the issues and shall consider nothing else. He/she can add nothing to, nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be binding upon both parties subject to the provisions of RSA 542 and be rendered, in writing, within thirty (30) days from the conclusion of his/her hearing or as otherwise provided by the rules of the American Arbitration Association.

3.4.5.3 The fees and expenses of the arbitrator will be shared equally by the School Board and the Association.

3.5 **Rights of Teachers to Representation:**

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

3.5.2 In cases when a teacher chooses not to be represented by the Association, and beginning with Level 2 of the grievance process (appeal to the Superintendent), the Association shall have the right to receive copies of the original grievance (Level 1), the Principal’s decision, and the grievant’s appeal to the Superintendent. The Association shall thereafter also have the right to be present and present its position in writing at the hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

3.5.3 The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to the processing of grievance.

3.5.4 **Personnel Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files.
3.5.5 In order to commence a formal grievance under this Article, Teachers shall use the Grievance Record Form attached hereto at Appendix A.

4. COMPENSATION

4.1 Salary Schedules:

### 2019-2020

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*In each year of this contract, tenured bargaining unit members at step 15 will receive a one-time payment of $1,000.*

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*In each year of this contract, tenured bargaining unit members at step 15 will receive a one-time payment of $1,000.*
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4.2 Pay Periods:

4.2.1 Bargaining unit members shall be paid every two (2) weeks on Friday. Employees may elect 22 or 26 equal installments. The first paycheck will be issued on the second Friday of the teacher work year and the last pay will be disbursed with the 22nd installment.

4.2.2 Pay statements accompanying paychecks shall contain an itemization of all deductions and payments beyond regular salary, and shall include information on sick and personal leave time accrued and used.

4.3 Placement on Salary Schedule:

4.3.1 Experienced Teachers Entering the District: Preparation and years of teaching experience before entering the district shall be evaluated by the Superintendent. This shall serve as the basis for placing an incoming teacher on an appropriate step. No teachers shall be placed at a lower point on the salary schedule than said teacher's training and experience warrant unless the Board shall have first obtained the agreement of the Association. A teacher may be placed on a higher point on the salary schedule if market conditions and/or critical shortage areas make it difficult to hire a person for a particular position at the salary provided.
for in the schedule based upon the person's training and experience; the Association shall be notified when this occurs and the reasons therefore.

4.3.2 Credit For a Full Year of Teaching: A teacher teaching in the Fremont School District for one-half of the total school days plus one day will be given credit for a full year on the salary schedule (for example, 91 days if the school year is 180 days, 88 days if the school year is 175 days).

4.3.3 Placement on Advanced Education Column: To be eligible for placement on an advanced education column the teacher must have completed all necessary graduate credits prior to September 1 and/or February 1 of the school year. Upon recommendation of the Superintendent and approval of the Board, credit will be allowed for undergraduate credited courses. The teacher must have transcripts documenting graduate course work on file in the SAU Office no later than October 31 and/or March 31 of the school year. Actual salary adjustment will not take place until transcripts are filed in the SAU Office. Under no circumstances shall a teacher's salary be adjusted if documenting transcripts are not on file in the SAU Offices by the deadlines.

A teacher must give written notice to the SAU #83 Office by October 1st of the year previous to the school year in which he/she anticipates a lane change on the salary schedule.

To activate a prior noticed (October 1st of the previous school year) early-in-the-year lane change, the teacher submits an official transcript for the recently completed coursework to the SAU between Sept 1st and October 31st. The teacher will receive the lane change compensation beginning in the next regularly scheduled SAU pay period. The compensation adjustment will be made as of the date stamp on the transcript on the date it is received by the SAU.

To activate a prior noticed (October 1st of the previous school year) later-in-the-year lane change, the teacher submits an official transcript for the recently completed coursework to the SAU between Feb 1st and Mar 31st. The teacher will receive the lane change compensation beginning in the next regularly scheduled SAU pay period. The compensation adjustment will be made as of the date stamp on the transcript on the date it is received by the SAU.

4.3.4 School Nurses: School nurses with bachelor's degrees shall be paid on the salary schedule in Section 4.1. School nurses who do not hold a bachelor's degree or higher shall be paid eighty percent (80%) of the salaries in the bachelor's track of the salary schedule in Section 4.1.

4.3.5 Stipends: A collaborative Stipend Review Committee will be formed to research, review and recommend stipend positions and amounts for the 2019-20 school year and beyond. The committee will be comprised of 3 District representatives and 3 members representing the Fremont Education
Association. This committee will complete their work and report out no later than April 1, 2019. In subsequent years, the Stipend Committee will meet annually to review stipend positions and amounts for each.

It is agreed that bargaining unit members will be given first consideration, if equally qualified, for a stipend position.

The District agrees to allocate a lump sum for the duration of the contract, which is no less than the total amount budgeted in 2018-19.

4.3.6 **Employees Placed on a Needs Improvement Plan:** Employees who have been placed on the Needs Improvement track for the school year will not receive their salary step increase. If, at the end of the school year, the employee has improved performance and is no longer designated as Needs Improvement, he/she will return to the appropriate step the following year based on years of service (e.g. will move up 2 steps).

5. **INSURANCE**

5.1 **Health Insurance:**

5.1.1 The following health insurance plans will be offered for the duration of the contract.

**LUMENOS:**

For all current employees, the District will contribute the following percentages annually:

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<th>Year</th>
<th>Single</th>
<th>Two Person</th>
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<tr>
<td>2021-22</td>
<td>95%</td>
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For all newly hired employees as of July 1, 2019, the District shall contribute the following percentages:

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<th>Single</th>
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**SITE OF SERVICE/KDED PLAN:**

For all current employees, the District will contribute the following percentages annually:

<table>
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<tr>
<th>Year</th>
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**AB HMO:**

For all current employees, the District will contribute the following percentages annually:

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Co-pays for this plan are set annually by the insurance company.

5.1.2 Any employee who notifies the District in writing no less than 30 days before the commencement of the school year that he/she wishes to waive his/her applicable health insurance coverage, provides written proof of health insurance under a plan sponsored by an employer other than the District, shall be entitled to a conditional opt-out arrangement which results in a payment of $1,000 annually, payable in two equal payments for the first pay period in November and May.

5.1.3 Each year there shall be an open enrollment period of at least 30 days. Teachers may elect to change plans only during the open enrollment period, or as otherwise permitted under the insurance plan or applicable law.

5.1.4 The prescription plans and plan names in effect that accompany the medical plans are subject to change based upon availability through the insurance carrier. If a current plan is no longer offered, it will be replaced with the most closely matched alternative option available through the carrier that does not result in higher total premium costs.

5.1.5 In the event that any insurance plan offered by the District is projected as of January 1, 2022 to trigger an excise tax (also called “Cadillac Tax”), the parties agree to exchange proposals limited only to identifying a health insurance plan that complies with the Affordable Care Act and that does not result in the imposition of such a tax. The parties acknowledge that coverage and benefits under the plans they propose may modify and/or reduce coverage and benefits available.

If the parties are unable to come to an agreement by March 1, 2021, the two proposals will be submitted to a mutually acceptable arbitrator. After hearing both parties, the arbitrator
will choose one of the two plans no later than June 15, 2021 and that plan will be
implemented on July 1, 2021.

The District agrees to commit the same percentage rate of the monthly premium as
outlined in the current plan.

5.2 **Dental Insurance:** The school district will pay 100% of the teacher’s annual premium
at the single membership rate.

The dental insurance plan will be Northeast Delta Dental Plan, Option 2, Coverage A-
100%, Coverage B-80% and Coverage C-50%.

Employees may elect to take 2-person/family dental insurance at the employee's net
expense (2-person/family premium minus single premium cost), subject to the
insurer's permission.

5.3 **Life Insurance:** The school district will pay 100% of the teacher’s annual premium of a
term life insurance, per carrier’s policy. This policy will be equivalent to the teacher's
salary, but no less than $30,000. At age 70, the life insurance reduces to 50% of the
teacher's salary.

5.4 **Insurance for Less Than Full-Time Employees:** All insurance benefits shall be prorated
for those teachers who work less than full-time but are at least a .50 FTE. Proration will
be equal to the percentage of time worked. Any teacher who is less than a .50 FTE shall
not be eligible for insurance benefits.

6. **LEAVES**

6.1 **Sick Leave:** Sick leave will be granted at the rate of fifteen (15) days per year and
accumulative to one hundred twenty (120) days. Such sick leave may be used only for
personal illness or illness in the immediate family. Immediate family is defined as
spouse, life partner, unmarried children or dependent family members residing in the
employee's household. For the purposes of this section, life partner shall mean a
person with whom the employee resides at the same address in a long-term,
monogamous relationship. Identification of such partner must be made on emergency
contact form submitted by the employee at the beginning of the year. The employee
must provide changes to life partner status to both the SAU Office and the building
office via writing/email. In addition, a teacher may utilize up to fifteen (15) days of
his/her annual allotment of sick leave for the illness or his/her father, mother, father-in-law, mother-in-law, grandparents or siblings.

6.1.1 If abuse of sick leave is suggested, the Administrative Supervisor or
Superintendent shall so notify the teacher, in writing. The reasons for this
notification shall be clearly stated and defined.

6.1.2 If a teacher is absent for five (5) consecutive days, the teacher shall be required
to furnish satisfactory medical proof of illness upon request.
6.1.3 On or before October 1 of each year, a teacher shall be given an annual accounting of her/his credited and accumulated sick leave as of the first work day of the workyear.

6.2 **Sick Leave Bank:** There shall be established a sick leave bank to any bargaining unit member who participates in the Sick Leave Bank as follows:

6.2.1 **Membership:** Membership in the Sick Leave Bank is limited to members of the bargaining unit. Participation is voluntary. In order to participate, a bargaining unit member must provide notice to the Sick Leave Committee and the SAU business office before the end of September in any school year of intent to participate, and contribute to the Sick Leave Bank as specified in section 6.2.4, below.

6.2.2 **Utilization of Sick Bank Days.** The sick days in the bank shall be available for use by Sick Leave Bank members who are absent for any personal illness or disability which would qualify as a "serious health condition" under the Family Medical Leave Act, and whose own sick days have been exhausted.

**Request.** A member seeking use of the Sick Leave Bank shall submit an application and a letter from a doctor to the Sick Bank Committee.

**Evidence of Need.** The Sick Bank Committee may require additional evidence from medical providers, and may request input from the District administration.

**Administrative Input.** The administration may provide the Sick Bank Committee with information which it may deem appropriate and helpful to the Committee in its decision making.

**Committee Decisions.** In making its determinations, the Sick Bank Committee shall take into consideration the reasons the member's sick leave has been exhausted and the nature of the absences for which the member is requesting use of sick bank days. The Committee shall make a decision based on the merits of the case, and, if appropriate, shall assign sick leave days accordingly. Decisions of the Sick Bank Committee will be honored by the administration as well as by teachers who apply for withdrawal of Sick Leave Bank days. All decisions to grant sick bank withdrawals will be made based upon a 2:3 majority.

6.2.3 **Administration/Sick Bank Committee.** The Sick Leave Bank will be administered by a Sick Bank Committee, which shall consist of a Principal and two (2) members of the bargaining unit appointed by the Association. The Principal will be notified at least twenty-four hours in advance of the time and place of each meeting of Sick Bank Committee, and may attend meetings or designate an administrator as his or her representative.
6.2.4 Contributions. Each member of the Sick Leave Bank will contribute up to three days of his/her annual earned sick days. Teachers who were members of the Sick Leave Bank during the previous contractual year shall continue to be members of the Sick Bank and contribute one day to the Sick Leave Bank only on an as needed basis after all teachers who are new to the Sick Leave Bank have given three sick days.

6.2.5 Maximum Balance. Sick days may accumulate to 120 days, plus three days for each member new to the Sick Leave Bank in that year.

6.2.6 Minimum Balance. In the event that the Sick Leave Bank falls below 75 days, participating teachers will be required to contribute an additional day. For an individual member who has exhausted his/her earned sick leave, the requirements to contribute additional day(s) may be waived by the Sick Bank Committee with the understanding that the delayed contribution would be made from the following year's sick leave. The Sick Leave Bank reserves the right to set a limit on the number of days that members would be asked to contribute.

6.3 Personal Days: Personal leave will be granted for up to three (3) days per year, under the following conditions:

- Personal day requests must be submitted at least 48 hours in advance, except for emergencies.
- Personal days will be granted on a first come-first served basis with no more than 2 personal day requests granted for any given day.
- No personal days will be granted on days immediately prior to or immediately following a holiday or school vacation.
- No personal days will be permitted after May 15, unless approved by the Superintendent.
- If a personal day is denied and a teacher uses a sick day for the day requested, a doctor’s note will be required.
- Any exceptions to the above guidelines must be approved by the Superintendent.

Beginning in 2020-21, any staff member who has at least 2 unused personal days on June 1st will be compensated at a rate of the current certified teacher substitute rate times the number of personal days (e.g. $80 x 2 = $160). Payment will be included in the final paycheck for the school year.

6.4 Bereavement Leave: Bereavement leave will be granted at the rate of five (5) days per year for death of a spouse, children/dependents, father, mother, father-in-law, mother-in-law, grandparents, siblings, grandchild, or life partner. For the purposes of this section, life partner shall mean a person with whom the employee resides at the same address in a long-term, monogamous relationship. Identification of such partner must be made on emergency contact form submitted by the employee at the beginning of the year. The employee must provide changes to life partner status to both the SAU Office and the building office via writing/email.
Additional day(s) may be granted by the Superintendent on a case by case basis.

6.5 **Childbearing and Childrearing**: A leave of absence without pay and other fringe benefits shall be granted to a teacher for the purpose of childbearing and childrearing.

A teacher who is pregnant shall be entitled to a leave of absence of up to one school year beginning any time after the commencement of her pregnancy. The School Board may grant a continuance to this leave of absence to provide continuity of instruction. The teacher shall notify the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

Disability resulting from pregnancy, miscarriage or childbirth shall entitle a teacher to collect sick pay while on the leave of absence in accordance with federal law, but only while actually disabled as determined by competent medical authority.

A male teacher shall be entitled, upon request, to a leave of absence of up to one school year immediately following the birth of his child. The teacher shall notify the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

Adoptive leave of absence, upon request, shall be granted for up to one school year immediately following the adoption. The teacher shall notify at least thirty (30) days prior to the date on which the child is physically turned over to the teacher-parent, except in cases of emergency.

Any teacher granted a leave of absence for reasons of childbearing or childrearing may arrange with the SAU Office to continue his/her insurance program by making personal payments. Such payments would be made by the teacher to the SAU Office in advance of the month due.

6.6 **Sabbatical Leave**: A sabbatical leave may be granted by the School Board upon the recommendation of the Superintendent. Such leave shall be available to bargaining unit members who have completed seven (7) years of service to the District within a bargaining unit position.

6.6.1 This may be a full year leave at half pay or a half-year leave at full pay.

6.6.2 Only one Sabbatical Leave per year may be granted.

6.6.3 Any application for a Sabbatical Leave is subject to the review of the Administration and the approval of the Board. Such application must be in writing and filed with the Principal and/or Superintendent of Schools no later than December 1 of the year preceding the start of the leave. The applicant(s) will be notified of acceptance or denial of the application no later than February 1.

6.6.4 In the event there is more than one application in any given year, the Superintendent, exercising his or her sole discretion, shall determine the recipient taking into consideration, among other things:
6.6.4.1 the relevance of the proposed sabbatical programs to the respective applicants' positions in the District;
6.6.4.2 the potential benefit to the District of the proposed sabbatical programs;
6.6.4.3 the dates the sabbatical applications were received in the SAU office; and
6.6.4.5 whether one or more of the applicants had previous sabbatical requests.

6.6.5 Any Sabbatical Leave granted is with the understanding that upon completion, the teacher will return to the District for a minimum of two (2) additional years of service. If a teacher fails to return to the District, or fails to complete two (2) years of service after return, the teacher shall be required to reimburse the District the amount paid to the teacher under Article 6.1.1. In the event that the teacher fails to make the required payments, the District may enforce the obligation in the appropriate Court, and the teacher shall be responsible for any legal costs incurred by the District, including reasonable attorneys' fees.

6.6.6 All benefits to which the teacher was entitled at the start of the Sabbatical Leave, including unused sick time, shall be restored upon return.

6.6.7 During a Sabbatical Leave, a teacher will be entitled to continue at his or her sole cost any insurance benefits, with all such payments due in advance.

6.6.8 A teacher shall not earn any experience credit for the period he or she is on Sabbatical Leave.

6.6.9 The Board's and/or Superintendent's decisions under this section V.d.6 shall be final and not subject to the grievance procedure.

6.7 Less Than Full-Time Employees: Sick leave, personal leave, bereavement leave and all other leaves shall be pro-rated for those teachers who work less than full-time but are at least at .50 FTE. Pro-ration will be equal to the percentage of time worked. Any teacher who is less than a .50 FTE shall not be eligible for any leave time.

6.8 Jury Duty: Teachers called to jury duty will receive their regular compensation from the School District. A teacher will return monies paid by the court for jury duty to the School District. The check received by the teacher for jury pay shall be signed, "Pay to the order of the Fremont School District" and endorsed. If the check(s) is/are not received, or other arrangements made, the compensation previously paid out for the time missed by the teacher will be deducted from the last pay periods of the fiscal year. Mileage included in the original check for jury pay will be refunded to the teacher with a separate check from the District.

6.9 Perfect Attendance: A teacher having perfect attendance for any trimester will receive one hundred dollars ($100). A teacher having perfect attendance for the entire year will receive an additional payment of one hundred fifty dollars ($150). Perfect attendance means being present for the full day on any school day or scheduled workshop day. Exception shall be made for Superintendent approved professional development. The perfect attendance payment shall
be paid at the end of each trimester and at the end of the school year, as applicable, during which the teacher earns it.

6.10 Unpaid Leave: Upon written request of a teacher, the Board at its sole discretion may grant unpaid leave to a teacher.

6.11 Association Leave: The Association shall be entitled to up to two days of paid leave per year for an Association-designated representative to attend union conferences, meetings or events, provided that no more than two employees may use Association leave on the same day and the scheduling of such days is approved in advance by the Superintendent and does not cause undue disruption for the District.

6.12 Personalized Learning Time: A bargaining unit member who would like to undertake a new initiative may request a contract workday to develop a plan. Use of a workday may be granted at the sole discretion of the Administrative Supervisor and then Superintendent.
7. **PROFESSIONAL DEVELOPMENT**

7.1 **Professional Days:** Teachers may be granted up to three (3) professional days per school year for activities that meet any of the following criteria:

a. Defined need of the school district.

b. Related to the teacher's area of assignment.

c. Defined need of teacher's staff development plan or annual goals.

d. Approved by Superintendent as meeting other criteria.

Additional professional days may be granted at the sole discretion of the *Administrative Supervisor* and Superintendent.

Teachers shall request such leave in writing at least two (2) weeks in advance. All professional day requests shall be made to and approved by the *Administrative Supervisor* and the Superintendent.

The Board encourages teachers to use professional days to increase their content knowledge and improve their teaching skills. The Board agrees to reimburse the teacher or issue a purchase order for conference workshop or meeting fees, not to exceed **$250** per day.

In order to be reimbursed, a teacher must submit satisfactory proof of payment and attendance to the SAU Office within thirty (30) days of completion of the conference, workshop or meeting. In the case of a purchase order, a teacher must submit satisfactory proof of attendance to the SAU Office within thirty (30) days of the completion of the conference, workshop or meeting. When requesting reimbursement, the teacher will be required to sign a form authorizing the District to withhold any unpaid amount from the teacher's last paycheck for that school year if the teacher fails to provide satisfactory proof of completion and attendance.

No more than three (3) bargaining unit employees per school day may be allowed leave for professional development, unless otherwise approved by the Superintendent or his/her designee.
7.2 **Course Reimbursement:** Teachers taking approved graduate level courses will be reimbursed by the district or may apply for a purchase order from the district for a sum not to exceed the cost of nine (9) graduate credits per year at the UNH in-state graduate per credit hour rate. All courses must have prior approval. Application for approval must be made in writing to the Superintendent at least three weeks prior to the first day of class. The Board may grant approval for undergraduate courses upon recommendation of the Superintendent.

Courses shall be eligible for approval if they meet any of the following criteria:

7.2.1 **Defined need of the school district.**

- Related to the teacher's area of assignment.
- Defined need of teacher's staff development plan or annual goals.
- Approved by Superintendent as meeting other criteria.

To qualify for reimbursement or payment of a purchase order, the teacher must agree to remain in the Fremont School District for at least one trimester after completion of such course(s). If the teacher leaves the District before this one-trimester period expires, with the exception of disability or non-renewal of contract, the teacher will be responsible to pay back the District the full amount paid by the District within six months of the teacher's separation of employment with the District. In the event that the teacher fails to make the required payments, the District may enforce the obligation in the appropriate Court, and the teacher shall be responsible for any legal costs incurred by the District, including reasonable attorneys' fees.

If the teacher does not receive a grade of "B" or better, the teacher shall also reimburse the full amount of the tuition to the District. When requesting reimbursement, the teacher will be required to sign a form authorizing the District to withhold any unpaid amount from the teacher's last paycheck for that school year.

No teacher may be approved for reimbursement of more than 6 credits per semester or term as determined by the providing education institution. Exceptions may be made for school-sponsored courses. This clause is in effect to give equal opportunity for all teachers to apply for available funding.

7.3 **Professional Learning Fund:**

Total reimbursement for all professional leave (conferences and coursework) shall not be more than $30,000. Funds will be distributed on a first come-first served basis (using the date the SAU office receives the request). Funds will be attributed to the fiscal year in which more than 50% of the activity occurs. Upon request, the Association will be provided an accounting of monies used and balance available.

7.4 **Transportation:** Transportation costs will be paid at the IRS rate per mile when approved by the Administrative Supervisor when transportation is not provided by the school district and when personal vehicles are used for school business.

**8. RETIREMENT**
8.1 Retirement Stipend:

8.1.1 Eligibility: A full-time teacher shall be eligible for the following retirement stipend if the teacher is certified as a teacher by the New Hampshire Board of Education at the time of retirement, has completed at least fifteen consecutive years of full-time employment as a teacher by the School District immediately prior to retirement, and has submitted a signed, written notice of intent to retire to the Superintendent no later than October 1 of the teacher's last school year of work.

8.1.2 Stipend: The School District shall pay a one-time retirement stipend of ten thousand dollars ($10,000) to an eligible retiring teacher on or before July 30 immediately following the last day of the teacher's employment. A maximum of two eligible retiring teachers per year may receive this stipend. In the event that more than two retiring teachers are eligible for this stipend in the same year, the two teachers with the longest consecutive employment by the School District as full-time teachers shall receive the stipend. A teacher may rescind his/her notice of intent to retire no later than November 15th of the school year in which the teacher provided the notice.

8.2 Retirement Sick Day Buy-Back: Upon retirement from the Fremont School District all full-time teachers shall be awarded a sum of money equal to the daily certified substitute pay (at that point in time) multiplied by the number of accumulated sick leave days at the time of retirement. Example: A teacher has 30 accumulated sick leave days as of June 30 (time of retirement) and the substitute pay for that year is $70 per day, the teacher would receive a stipend of $70 x 30 days = $2,100.

8.3 New Hampshire Retirement Eligibility

To be eligible for the above stipend and/or buy-back, a teacher must officially retire from teaching according to RSA 100-A.

Application for the above retirement stipend and/or buy-back shall be made at the same time the teacher completes his/her application for service retirement to the State Retirement System.

9. WORKDAY & OTHER WORKING CONDITIONS

9.1 Schedule: The normal work day for bargaining unit members shall be 7 hours and 20 minutes, which includes student contact time, classroom coverage during the arrival and dismissal of students, lunch periods, preparation time, assigned duties, and work day staff department and committee meetings. The workday will begin 15 minutes
before the student day and end **20** minutes after the student day (excluding student early release days). In the event that the State Department of Education modifies the minimum standards set forth in Rule ED 306.18 for elementary or middle schools, the normal workday will be automatically adjusted to comply with ED 306.18. However, the District agrees to negotiate the impact of the adjustment with the PEA for the ensuing budget year.

Beginning with school year 2019-20 and thereafter, teachers will be required to attend two staff meetings per month, as deemed necessary by the administration. These meetings may last up to 60 minutes beyond regular departure time. Meeting agendas will be provided in advance and minutes posted after each meeting. Any teacher absent will be responsible for material covered during the meeting.

It is expected that teachers, as part of their professional responsibilities, will be in attendance at evening events involving their students. Every effort should be made to do so since it reflects positively upon the school and the community.

9.2 **Duties:** Arrival and dismissal duty, recess duty, and any other non-classroom duties which are necessary for maintaining a well-run school and assuring the safety of the students are considered part of the regular work day for bargaining unit members. Teachers may be required to provide such duties during the work day for any time not otherwise allocated under this Agreement (e.g. lunch, planning time, staff meetings).

For the purpose of this Section 9.1, supervision of passing time between classes or between classes and such things as lunch, recess, etc., shall not be considered a "non-classroom duty".

Teachers without full teaching schedules (e.g. unified arts teachers) may be assigned additional duties during non-assigned time.

Normally, such non-classroom duties shall not exceed thirty (30) minutes per member, but may be exceeded in the event of an emergency.

Before August 15th, the Building Principal shall meet with the President of the Association or his/her designee to discuss the proposed duty schedule for the coming school year. The Administration shall assign non-classroom duties as fairly as is practicable as scheduling and other objective factors permit. Teachers will be notified of any permanent, non-emergency change to the duty schedule during the school year at least five (5) days in advance. For emergency changes, teachers will be notified as soon as the circumstances reasonably permit.
9.3 **Lunch Period:** The school-wide lunch/recess schedule will be made to reflect the contractual obligation of a duty-free 30-minute lunch break for all bargaining unit members.

9.4 **After School Activities:** As members of the bargaining unit in the Fremont School District teachers will be encouraged to attend all after school activities.

9.5 **Work Year:** For school year 2019-20 and thereafter, the work year shall consist of 187 work days, with no more than 180 student days. Of the seven additional teacher days, the following will be included:

- One day prior to school opening for classroom preparation
- The equivalent of at least one day for parent conferences
- Three days planned by administration for professional learning
- Two “comp” days for teacher time committed and documented outside the work day/week

Guidelines and parameters for the “comp days” will be created and mutually agreed upon by the FEA and the School Board, no later than April 15, 2019.

9.6 **Probationary Period for New Hires:** Any newly hired employee will serve a probationary period of 90 calendar days, starting the first day he/she works with students. Within that 90 days, either party may terminate the contract, without penalty, if it is felt that the employee and the position are not a good match.

9.7 **Teacher Prep.:** Teachers will have 40 minutes of “duty free” educational planning time per full day of school. During a prescheduled early release day, each teacher will have 20 minutes of educational planning time. On a five day school week, one of the five planning times shall be a team planning time when grade level teams meet. Unified Arts teachers will have an equal amount of weekly prep. time; this might result in 2 planning periods in one day.

For purposes of this Section 9.5, "duty free" time shall mean time free of student contact, meetings, or duties so that teachers can prepare lessons for their classrooms. Whenever adequate coverage of students is not possible due to lack of substitutes and/or administratively requested volunteers, the administration shall have the right to assign a teacher to such coverage during the preparation period.

9.8 **Moving Classrooms:** When teachers are required to move rooms from one school year to the next, they will not be responsible for moving any furniture or heavy objects over 20 pounds, either to the new classroom or around the new classroom. To facilitate this move, the teacher will provide the custodial staff with a diagram of where he/she would like each object placed in the new room. The teacher will label each item properly to make this feasible. If items are not placed according to the diagram, the teacher should contact the head of the custodial staff for prompt remedy.
10. **PERSONNEL FILES**

10.1 Upon forty-eight hour notice to the SAU office, a teacher shall have the right to review the contents of his/her personnel file and to receive copies of any documents contained therein. A teacher is entitled to have a representative of the Association accompany him/her during such review.

10.2 No material shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material and be given a copy of such. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. A teacher shall have the right to submit a written answer to such material and his/her answer shall be attached to all copies. The teacher's "written answer" shall be delivered to the SAU Office within seven (7) days of the date the teacher received the written material, shall be no longer than the original material itself, shall not identify any student by name, and shall not include any other documents, copies, etc..

10.3 In the event that the administration removes any materials from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file. In the event that transcripts or certifications are lost or missing from a teacher's file, through no fault of the teacher, the District shall pay the cost of obtaining additional copies for the file.

11. **FAIR TREATMENT/JUST CAUSE**

11.1 In the event that in the opinion of the supervising administrator, a deficiency in a teacher's performance could result in termination of employment, reduction in rank or loss of compensation, the teacher shall be notified in writing by the administration of the deficiency.

The administration shall clearly state the deficiency, in writing, state the expected corrections, and the teacher shall be given a reasonable period of time for such correction.

If such deficiencies have continued or are of such a serious nature that termination of employment, reduction in rank, or loss of compensation is likely to occur, then the teacher shall have the right to request the presence of a representative from the Association.

11.2 No teacher shall be discharged, reduced in rank or in compensation without adequate reason and/or just cause. In addition, the reason will be provided to the teacher and to the Association.

11.3 Sections 11.1 and 11.2 shall apply to, and cover only those teachers in the District who have achieved continuing contract status in accordance with RSA 189:14a, I(b) and II.
12. **REDUCTION IN FORCE**

A reduction in force shall mean a reduction in the total number of bargaining unit positions. Should the School Board find it necessary to reduce the number of certified full time teaching positions, the District shall follow the procedures set forth below.

12.1 The Superintendent will notify the President of the Teachers Association when discussion of a reduction in force is placed on the School Board agenda, or brought formally by the District to - or placed by the Board on the agenda of - any other public meeting. (First meeting)

12.2 Before any decision to reduce force, the School Board will request written presentations regarding said reduction in force from the Teachers' Association, individual teachers, students, and the public. These presentations are to be submitted on or before the next scheduled School Board Meeting (second meeting), at or following which the Board may decide whether the reduction in force is necessary or appropriate.

12.3 The Superintendent will present a reduction in force proposal to the School Board at the next scheduled School Board Meeting, taking into consideration the presentations submitted to the School Board in (2) above. (Third meeting)

12.4 All bargaining unit members will be classified according to their then current positions within the following classifications:

12.4.1 Regular teachers, grades K-8,

12.4.2 Special education and remedial reading teachers,

12.4.3 All other bargaining unit positions.

12.5 The Board shall make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many positions as possible through attrition.

12.6 In identifying which teacher(s) will be reduced, the following factors will be considered:

12.6.1 certification and highly qualified status;

12.6.2 relevant teaching experience within the past five (5) years;

12.6.3 job performance as reflected on the teacher's evaluation;

12.6.4 academic preparation and relevant professional development beyond minimum standards; and

12.6.5 seniority ("seniority" is defined as the length of continuous service within the District in any bargaining unit position, excluding any period while not employed in a bargaining unit position (Approved leaves shall not constitute a break in service).
12.7 Teachers whose positions have been identified to be eliminated shall have the right to be offered a contract for the following two school years if a position becomes vacant and available within the classifications above from which the teacher's previous position was reduced, provided that the teacher retains the appropriate certification/credentials. If more than one teacher is laid off due to reduction in force, rights to vacant positions shall be in the reverse order of layoff.

13. MISCELLANEOUS

13.1 **Copies:** Copies of this agreement between the Board and the Association shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed by the parties. A copy of the Agreement shall be distributed to all teachers now employed and hereafter employed. Further, that the Board shall furnish ten (10) copies of the Agreement to the Association for its use.

13.2 **Posting:** The District will publicly post all vacancies in professional positions, including stipend positions, within the District. The District will use the school website, inform the Association President or designee via e-mail, and post in a common location such as the teacher's room.

13.3 **Calendar:** The Association President or designee will be given the opportunity to offer input with respect to the school calendar prior to Board approval.

13.4 **Notification of Assignment:** The District shall notify contracted staff by June 15th of preceding school year of their intended placement for the following year. This notification will be made in writing regarding grade level, subject, and room assignment. In the event of necessary staff changes after June 15th, the District shall make notification to the affected staff members within a reasonable time period. The District will make every effort to avoid involuntary classroom reassignments.

14. SAVINGS CLAUSE

If any provision of the Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all provisions or applications shall continue in full force and effect. If any provision is found to be contrary to law the parties shall meet within thirty (30) school days of such legal determination, for the purpose of adjusting the articles affected so that it will be in accordance with the law.

15. ZIPPER CLAUSE

The Board and the Association agree that each party has had an opportunity to negotiate salaries, fringe benefits, terms and conditions as provided in this Agreement, and no further negotiations will be conducted on any item whether contained herein or not during the life of this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
16. **DURATION CLAUSE**

The provisions of this Agreement will be effective as of July 1, 2019, except as otherwise provided herein, and will continue and remain in full force and effect until June 30, 2022.

The parties have caused this Agreement to be signed by their respective chairperson and respective negotiations committee chairperson, all in the day and year first written above.

17. **SEPARATION CLAUSE**

Any employee under contract with the Fremont School District who seeks or is contacted for employment elsewhere shall immediately inform the prospective employer that he/she is under a contractual obligation to the Fremont School District. If said employee becomes a finalist for a position elsewhere, the employee will immediately notify the District. Upon written notification from the employee that he/she wishes to accept a position elsewhere, the District will make a good faith effort to secure a replacement deemed qualified by the District.

However, said employee under contract to the District shall not be released from his/her contractual obligations to the District until such time as a replacement deemed to be qualified by the District is hired, or until thirty two (32) calendar days has elapsed from the date which the contracted employee requested that he/she be released from his/her contractual obligations, whichever comes first.

If a contracted employee fails to conform to these requirements, said person will bear all costs associated with the abrogation of his/her contract including, but not limited to, all legal fees and costs which the Board may incur in enforcing this provision and any and all other costs associated with locating and securing a qualified replacement.

*--------------------*

This Agreement concludes collective bargaining (except as provided for in the grievance procedure) for its term, and may only be amended during its term by the parties' mutual agreement in writing.

**The Fremont School Board**

Date: **3-19-19**

By: [Signatures]

[Signatures]

[Signatures]
The Fremont Education Association

Date: March 30, 2019

By: Juanita Crowell

[Signature]

[Signature]
Distribution of Copies:

- Grievant
- Principal
- Superintendent
- School Board
- Arbitrator

FREMONT SCHOOL DISTRICT
GRIEVANCE RECORD FORM
(For use at Levels 1, 2, & 3)

Name of Grievant _____________________________ Date Filed/Appealed ___________________

Assignment _____________________________ Date of Alleged Violation ___________________

Article of Agreement allegedly violated _____________________________________________

Statement of the grievance

________________________________________
________________________________________
________________________________________

Nature of the extent of the injury or loss involved:

________________________________________
________________________________________
________________________________________

Grievant's dissatisfaction with decisions previously rendered:

________________________________________
________________________________________
________________________________________

Remedy sought:

________________________________________
________________________________________
________________________________________

Signature of the Grievant ___________________________________________________________________

Disposition by: _____ Principal _____ Superintendent _____ Board: ___________________________________

Date Answered _____________________________________________________________________________

Principal/Supintendent/Board ___________________________________________________________________

Grievance settled on the basis of Principal/Supervisor/Board answer.

Grievant _____________________________________________________________________________

2019-2022 Contract

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