

MASTER AGREEMENT

BY AND BETWEEN THE
BOW SCHOOL BOARD
AND THE
BOW EDUCATION ASSOCIATION
FOR THE PERIOD
JULY 1, 2010 THROUGH JUNE 30, 2011 2

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AGREEMENT

THIS AGREEMENT made and entered into this First day of July, 2010, by and between the Bow School Board, hereinafter referred to as the “Board” and the Bow Education Association, hereinafter referred to as the “Association.”

ARTICLE I RECOGNITION

Section 1.

The Board recognizes the Bow Education Association, affiliated with the NEA-NH, for the purpose of collective negotiation pursuant to RSA 273-A, as exclusive representative of all full time and half time teachers (half time teachers are defined as only those teachers working at least one half of the day for the entire school year, or at least one half of the days of the school year), including art, music, physical education, media generalist, guidance counselor, speech therapist, health educator, school nurse, excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistant and all other administrative personnel, all clerical, custodial and lunch staff, part time employees, teacher aides, and all other employees of the Bow School district. This Agreement applies only to those professional employees that are specified above as being represented by the Bow Education Association.

If the Board and the Association cannot agree on the inclusion of new positions to the bargaining unit, the Public Employee Labor Relations Board will be petitioned to make a determination pursuant to the provisions of New Hampshire RSA Chapter 273-A.

ARTICLE II NEGOTIATION PROCEDURE

Section 1.

The Association and the Board agree to enter into collective negotiation in accordance with New Hampshire RSA 273-A.

On or before October 1, 2010 either party may submit to the other written notice of its intention to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. The party receiving the request will reply to the other party within ten (10) days to set a mutually acceptable time to begin negotiations after the start of the school year.

The Board shall, upon request, assist the Association in obtaining all available information concerning the financial resources of the district and appropriate personnel data.

Section 2.

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or appearing before either the PELRB, State Board of Education, or any other state agency that requires the presence of such teacher on behalf of the Association concerning those negotiations shall be released from regular duties without loss of salary. 4

**ARTICLE III
RIGHT OF THE ASSOCIATION**

Section 1.

The Bow Education Association and its representatives shall have the right to post notices of activities on teacher bulletin boards designated by the Administration, at least one of which shall be provided in each school building. The Association shall not post any material which, in the Administration's reasonable judgment, is libelous, detrimental to the relationship between the parties or of an advertising or political nature.

Section 2.

The Bow Education Association Executive Committee may use teacher mailboxes for communications to teachers on Association activity.

Section 3.

The Bow Education Association may have the reasonable use of the Bow schools during non-school hours for Association membership meetings, provided any such use does not conflict with previously scheduled activities. The Association by its designated representative will notify the Administration in advance and will receive the prior approval of the Administration for any such membership meeting.

Section 4.

When an official copy of the agenda of school board meetings, which is posted and made public, is sent to the members of the Board, a copy of such agenda shall be sent to the President of the Association at an address which the Association files at the Superintendent's office.

**ARTICLE IV
MANAGEMENT CLAUSE**

Section 1.

The Association agrees that, except as specifically and expressly abridged or limited by the provisions of this Agreement or any supplementary agreement that may hereafter be made, all of the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Bow School District and its employees in all its phases and details shall be retained by and are vested solely, exclusively and without limitation in the Board and its agents and the exercise of any such right or function shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 2.

The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authorities which by law are vested in them. 5

**ARTICLE V
UNINTERRUPTED SERVICES**

Section 1.

In order to provide uninterrupted services, the Bow Education Association agrees not to engage in any strike or other job action as defined in RSA 273-A and the Bow School Board agrees not to engage in any lockout of the employees covered by this Agreement.

Both parties agree to take all reasonable means to terminate such activity forthwith, including, but not limited to, such action as may be available pursuant to New Hampshire RSA 273-A, which same action will be available although RSA 273-A may be amended during the term of this Agreement.

**ARTICLE VI
DEDUCTIONS**

Section 1.

The Board agrees to deduct from the salaries of its employees dues for the Bow Education Association, the NEA-NH, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Bow Education Association.

The Bow Education Association, NEA-NH named in the first paragraph above will certify to the Board, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues for the following year, it will give the Superintendent of Schools written notice prior to October 1st of the year such change becomes effective.

Dues referred to in the first paragraph above will be made in up to twenty (20) equal deductions, beginning on the first payday following October 15th.

No later than October 1st of each year, the Bow Education Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues specifying up to twenty (20) equal installments. BEA provides for an open enrollment policy to teachers wishing to join at any point of time during the school year. The BEA will inform and authorize the Board to deduct to pro-rate dues and deduct in equal installments for the remainder of the contract year not to exceed twenty (20) installments. Any teacher desiring to have the Board discontinue any deductions he has previously authorized must notify the Board and the Association concerned in writing by June 30th for the succeeding year's dues.

In no case shall the Board attempt to collect fines or assessments for any of the Associations named above, beyond the regular dues.

Should there be a dispute between a teacher, any of the Associations named above, and/or the Board over the matter of deductions, the Bow Education Association agrees to defend and hold the Board and Bow School District harmless in any such dispute. 6

**ARTICLE VII
TEACHER RIGHTS**

Section 1.

The Board agrees that a teacher will not be asked or required to waive any rights of citizenship as a condition of employment in the Bow School District. Teachers shall be permitted to wear the official NEA/NEA-NH membership pin.

Section 2.

The administration may place substantiated complaints in a teacher's personnel file. A "substantiated complaint" is one that has a reasonable basis after an inquiry appropriate under the circumstances. An administrator shall not place an unsubstantiated complaint in a teacher's personnel file nor act upon unsubstantiated complaints in an adverse action or evaluation. Prior to any complaint being placed in a professional employee's personnel file, said employee shall receive a copy of such document.

An unsubstantiated complaint is one that, after an inquiry appropriate under the circumstances, lacks a reasonable basis or for which the administration does not conduct an inquiry appropriate under the circumstances. Nothing in this section shall require the administration to undertake an inquiry of any complaint if it lacks a reasonable basis on its face.

Section 3.

Rights & Discipline

- a. Discipline shall be commensurate to the conduct being disciplined. Discipline shall not be arbitrary or capricious.
- b. A teacher shall be entitled to representation when being disciplined and at any investigatory interview that the teacher reasonably believes might result in a disciplinary action.
- c. Nonrenewal and termination (as defined in RSA 189:14-d) shall be governed by applicable statutes and regulations of the State Board of Education.

Section 4.

No personnel action beyond those required by federal or state rules, or regulations, will be taken against an employee as a result of his/her failure to meet highly qualified standards as defined under the No Child Left Behind Act.

**ARTICLE VIII
ACADEMIC FREEDOM**

Section 1.

It is the right and responsibility of the Board to establish the curriculum. Curriculum is defined in this Article as the educational program. Teachers will exercise professional responsibility in the planning and implementation of the curriculum to the extent that the Board's rights are not abrogated. 7

**ARTICLE IX
ASSIGNMENTS**

Section 1.

Teachers will be notified prior to the close of the school year of their tentative assignments for the forthcoming year. If it becomes necessary to make any changes in the assignments, the teacher will be notified as soon as possible.

Section 2.

Any positions listed on the Extracurricular Salary Schedule Appendix B shall be voluntary.

Section 3.

Any person who is currently teaching in an area for which certification requirements have changed shall be given a reasonable amount of time to meet the changed certification requirements in accordance with New Hampshire State Department of Education procedures.

Section 4.

Except in extraordinary situations, teacher aides shall not engage in classroom instruction or grading relating thereto unless such aide is under the supervision of the classroom teacher.

**ARTICLE X
ABSENCES**

Section 1.

Teachers who will be absent will make every reasonable effort to give notification as soon as possible. Except in the case of an emergency, this notification shall be given no later than 6:15 a.m. on the day of the absence.

Section 2.

The Administration may assign other teachers to perform the duties of the absent teachers, after reasonable attempts have been made to obtain substitutes.

**ARTICLE XI
VACANCIES**

Section 1.

Notices of permanent vacancies in full time classroom teaching positions and extracurricular activities as set forth in Appendix B will be posted on the official bulletin board as soon as is reasonably practicable after the Administration is aware of the existence of such vacancy and has made a decision to fill same. Any such notice shall be dated and contain the name of the position, the name to which the application is to be returned, and the date by which the application is to be returned. All applications received prior to the date on which applications are to be returned shall be considered. Nothing in this Article shall be construed to limit the Board's or Administration's right to temporarily fill any such vacancy prior to making a permanent assignment from among all applicants whether or not such applicants are presently employed by the Bow School District.

When school is not in session, notices of permanent vacancies in full time classroom teaching positions and extracurricular activities as set forth in Appendix B will be sent to the President of the

Association at an address which the Association files at the Superintendent's office when the Board becomes aware of such vacancies.

ARTICLE XII

POSITION ELIMINATION

Section 1. If it becomes necessary to reduce the number of teachers due to reduced enrollment, economic resources or funds, or changes in or consolidation of programs, the following procedure shall be utilized:

- a. The Superintendent shall notify the Association of the grade level(s) and/or subject area(s) that are being considered for reduction, and shall identify the certification and HQT requirements (if applicable) that are associated with those grade level(s) and/or subject area(s).
- b. Reductions shall be accomplished first by attrition, resignations and/or retirements, in the grade level(s) and/or subject area(s) designated by the School Board for reduction.
- c. If more reductions are necessary, then probationary staff in the designated grade level(s) and/or subject area(s) shall be laid off.
- d. If more reductions are necessary, then the least senior non-probationary employee(s) in each designated grade level and/or subject area will be laid off. For the purpose of reduction-in-force, employees will be classified according to their present assignment in terms of certification and HQT status (if applicable). Seniority is teaching years of service in the Bow School District, with part-time or partial service accruing on a pro-rated basis (e.g., 3 years of half-time teaching equals 1.5 years of full-time teaching).

Section 2. A teacher who is laid off under Section 1 shall have full seniority rights in grade levels and/or subject areas to which the teacher is not presently assigned, provided the teacher is certified and HQT (if applicable) for such grade levels and/or subject areas. In such circumstances, the Superintendent will notify the Association that such grade level(s) and/or subject area(s) also are designated for reduction, and will apply the procedures of Section 1.

Section 3. Recall of a teacher to the grade level and/or subject area from which the teacher was laid off shall be in reverse order of layoff, provided that: (1) such recall rights will be available only for 24 months from the date the teacher is laid off, (2) the teacher must at the time the position is offered be certified and HQT (if applicable) for such position, and (3) the teacher must file his/her mailing address with the Superintendent.

Section 4. A person hired as a part-time employee (not previously a full-time employee of the District) shall not be eligible to be placed in a full-time vacancy pursuant to this Article; except that if a part-time position is changed to full-time, that does not constitute a reduction of the part-time position. 9

ARTICLE XIII
TEACHER EVALUATION

Section 1.

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Evaluation shall be conducted in accordance with the BOW SCHOOL DISTRICT DIFFERENTIATED TEACHER EVALUATION PLAN as set forth in Appendix E.

Section 2.

An employee shall be given a copy of any formal observation report prepared by his/her supervisor before any conference is held to discuss it. If the employee is dissatisfied with this observation conference, s/he may request an additional conference. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.

Section 3.

The teacher or the teacher's designated representative (such designation to be made only in writing and signed by the teacher) will have the right, upon request, to review the contents of the teacher's personnel file and to make copies of any documents contained therein, excluding confidential references.

Section 4.

Employees shall receive copies of letters and other written communication of positive comments, commendation and/or appreciation from parents, students and others received by administration. Employees have the right to have such communications, received by administration or themselves, filed in their professional portfolio.

Section 5.

Access to a teacher's personnel file shall be had only by the teacher, the Administration and members of the School Board or the teacher's designated representative.

Section 6.

The parties agree that grievances arising from evaluation are limited to evaluation procedures and methods of implementation.

Section 7.

The parties agree to review the evaluation procedure annually.

Section 8.

In the event a principal wishes to train an administrator by observing a teacher with both administrators in the classroom, the teacher has the right to decline such training. 10

ARTICLE XIV
COURSE REIMBURSEMENT

Section 1.

The Board shall pay the full cost of tuition and other actual reasonable expenses incurred in connection with any courses, workshops or other such sessions, which a teacher is required to take by the Administration for reasons other than certification or re-certification.

Section 2.

Teachers shall be reimbursed for the tuition costs for graduate or undergraduate courses taken for college or university credit, provided the Administration has approved any such course prior to the taking of any such graduate or undergraduate course. Reimbursement for tuition cost shall be limited to nine (9) credits per year at the cost per credit established by the University of New Hampshire. Reimbursement will be on a first come, first serve basis.

Section 3.

Applications for reimbursement must be received no earlier than: July 1 for Fall semester courses; October 1 for Winterim courses; December 1 for Spring semester courses; and March 1 for Summer courses. If a teacher does not take a course for which he/she has been approved, he/she shall advise the District as soon as possible of the decision not to take said course.

Section 4.

Reimbursement will be on a first come, first serve basis utilizing the following formula for allocation of funds: 50% summer, 20% fall semester, 20% spring semester and 10% winter semester. The district will prepay fall and spring semester course reimbursement within thirty (30) days of receipt by the Superintendent of the certified per credit cost and certification that the teacher has been accepted for participation in the program. Failure to attend or complete the identified course or an approved substitute will result in required reimbursement to the District and payroll withholding is authorized for said reimbursement.

Reimbursement will be made for up to nine (9) credits for courses taken per contract year, up to nine (9) credits of which will be reimbursed for courses taken in the summer, and up to six (6) credits of which will be reimbursed for courses taken during the Fall, Winterim and/or Spring semester. Payment for tuition costs for summer graduate or undergraduate courses, which have the prior approval of the Administration, shall be made in September, but only to teachers returning to employment with the Bow School District.

Persons failing to provide proof of receiving a grade of B or better (or pass in pass/fail course) within sixty (60) days of course completion will have withheld from their paycheck the amount equal to the course reimbursement they received until such proof is provided, unless the learning institution is responsible for not providing the grade.

The following total for bargaining unit employees shall be budgeted for the fiscal year of this contract: \$52,000 for 2010-11. Unexpended funds will be carried forward from semester to semester through the end of the fiscal year. Unexpended balances at the end of one fiscal year shall not be carried over into the following fiscal year. 11

SIDEBAR AGREEMENT

ARTICLE XIV

Section 4:

In the event that a teacher wishes to take a course during a winterim session, the application should be submitted no earlier than Oct 1. The funding will be obtained from the spring funds by allocating 10% to winterim requests and 20% to spring requests. In the event that funds remain at the end of the spring semester, a teacher who paid for the winterim course(s) should be reimbursed with such funds (on a first come, first serve basis).

ARTICLE XV

PREPARATION AND LUNCH PERIODS

Section 1.

Each teacher shall receive a duty-free lunch period of at least thirty (30) minutes per day.

Section 2.

Each teacher shall be granted daily preparation time of a minimum of 40 minutes during the students' normal school day.

Section 3.

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both Association and the Board. The District recognizes that certain students require more attention from the classroom teacher than others; therefore, when considering classroom size, identified students (those with Individualized Educational Programs) and/or students with modifications will be considered when determining placement. The building administrator and classroom teacher will discuss the appropriate educational environment for all students concerned.

In rooms with specific student stations (i.e., technology education, family and consumer science, art, computer literacy); the number of students assigned to such rooms should conform to safety requirements and not exceed the number of student stations available.

Teachers with special needs students, who require IEP's in accordance with IDEA 2004, shall be provided by the Board with such assistance as is necessary to properly meet the needs of such students. Such assistance may include, but not be limited to: training, the use of aides, the assistance of specialists, appropriate reduction in class loads, and increased preparation-planning time.

ARTICLE XVI

LEAVES

Section 1. Sick Leave -

Teachers employed by the Bow School District shall earn sick leave at the rate of one and one-half (1½) days at the beginning of each month of employment from September 1st through and including June 1st of the school year, provided, however, that a teacher shall not accumulate more than fifteen (15) sick leave days during the entire year. Sick leave days must be accumulated from year to year with a maximum limit of one hundred twenty (120) days. Sick leave is available only for the personal illness of a teacher and/or the diagnosis or treatment of a teacher's illness in a hospital 12

which cannot be scheduled at a time other than during the regular school day, provided however, that each teacher shall be entitled to use up to ten (10) such sick days per school year to care for illness in the immediate family. Medical certification may be required by the Administration after three or more consecutive days of absence.

Teachers shall be notified in writing of the number of their accumulated sick days on or before the first payday of the school year. A first year teacher may use no more than a total of seven (7) such sick leave days from September 1 through January 1 in the first year of employment, although said teacher has not, as of the time of use, earned and accumulated seven (7) sick leave days; provided, however, that the number of any such unearned and unaccumulated sick leave days taken under this provision will be charged against the number of sick leave days thereafter earned and accumulated by said teacher and such teacher shall not be entitled to additional sick leave with pay until additional sick leave has been earned in accordance with the first paragraph of this article.

Section 1.1 Sick Leave Bank

The Board agrees to establish a sick leave bank to cover employee/s in the event of long term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the Board. Any rules established by the Association shall include the following:

(A) The sick leave bank shall be funded by bargaining unit members at the start of each school year to reach a maximum two (2) times the number of staff members. The sick leave bank may be supplied with additional days whenever the number of days drops below fifty (50) to bring it up to the maximum.

(B) Unused sick leave days in the bank at the close of the school year will carry over into subsequent years up to a unit of two (2) times the number of staff.

(C) No one may contribute more than two (2) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution.

(D) The Association shall notify the Board by September 15th of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement.

(E) Individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits.

(F) No one shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time.

(G) New employees are not eligible for sick bank participation prior to January 1st if they are hired before the first day of school and for 120 calendar days after employment if hired after the first day of school. 13

Section 2. Personal Leave –

Each teacher shall be entitled to three (3) days personal leave for each school year in accordance with the following provisions:

(A) The teacher must notify the Building Principal, in writing, at least three (3) days prior to the taking of such leave stating that the leave is for pressing and unavoidable legal, personal, family or business reasons which cannot be taken care of at a time other than during the regular school day and which requires the teacher's absence during working hours.

(B) In the event of an emergency, the teacher may follow the normal sick leave procedure for calling in; however, said teacher must state in writing, as set forth in Paragraph 2 (A) above, the reason for taking such leave upon the teacher's return. Additional personal leave may be granted upon written request to the Board.

(C) Personal leave shall not be taken the day before or the day after a scheduled vacation or the day before or the day after a federal or state holiday, unless said leave is for an unusual purpose and is approved by the Board or its designee, and no more than seven (7) teachers shall be granted personal leave for any one day unless said leave is for an unusual purpose and is approved by the Board or its designee.

(D) Personal leave shall be granted with the prior approval of the Building Principal in accordance with the above conditions, unless said conditions are not complied with or have not been met, in which event such leave shall be denied.

Section 3. Bereavement Leave –

Each teacher shall be entitled to five (5) days in the event of death of a teacher's spouse, domestic partner who resides in the teacher's household, parent of spouse, child, or parent. Teachers shall be entitled to three (3) days leave of absence in the event of a death of any relative not listed above or any member of the teacher's immediate household. Additional days may be granted by application to the Superintendent.

Section 4. Delegate Leave –

Up to four (4) voting members of the NEA-NH Assembly of Delegates shall be granted one day's leave per year for attendance of the NEA-NH Assembly of Delegates meeting.

Section 5. Sabbatical Leave –

Upon recommendation by the Superintendent of Schools, a sabbatical leave will be granted by the Board for either one member of the teaching staff (for one semester or for the full school year) or two members of the teaching staff (one for the first semester and one for the second semester) for teaching-related work approved by the Superintendent or full-time study in the United States at a regionally accredited graduate school or at a foreign school approved by the Superintendent, including study in another area of specialization, subject to the following conditions:

(A) The teacher has completed at least five (5) consecutive full-time school years of service in the Bow School system, and has completed at least ten (10) consecutive full-time school years of service in the Bow School system since the last sabbatical taken by the teacher.

(B) If one teacher takes sabbatical leave during a school year, it may be for the full school year or for either semester. If two teachers take sabbatical leave during a school year, one shall take the 14

first semester and one shall take the second semester. During sabbatical leave, teachers will be paid by the Board at fifty percent (50%) of the applicable salary rate during the period of the leave. The applicable salary rate during the year in which the teacher takes sabbatical leave will be the next salary step above the step that the teacher was on the prior year. During the year after the year in which the teacher takes sabbatical leave, the teacher will be paid at the same salary step as the step that the teacher was on during the year of the sabbatical leave.¹

¹ For example: If a teacher is on step 5 the year before she takes sabbatical leave, she will be on step 6 during the year of sabbatical leave and during the year after the sabbatical leave. If the step 6 salary is \$40,000 during the year of the sabbatical leave and the teacher takes a sabbatical for only the second semester, the teacher will earn approximately \$20,000 while working the first semester and approximately \$10,000 while on sabbatical during the second semester. If the step 6 salary is \$40,000 during the year of the sabbatical and the teacher takes the full year for a sabbatical, the teacher will earn \$20,000 during the year of sabbatical.

(C) Request for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the Superintendent, no later than December 15 of the year preceding the school year for which the sabbatical leave is requested. The Superintendent shall inform each applicant in writing of the action to be recommended on the request for sabbatical leave no later than January 30th of the school year preceding the school year for which the sabbatical is requested. The Board shall notify the teacher of its intent relative to the request for sabbatical leave by March 15th.

(D) Each teacher must agree to return to service in the Bow Public Schools immediately upon termination of sabbatical leave and to continue in such service for a period of three (3) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed statement in the format of a promissory note shall stipulate that failure of the teacher to provide such service shall result in the obligation to reimburse the Bow School District a proportional part of the salary paid to him/her during sabbatical leave determined by the fraction of the three (3) years not served following the leave.

(E) A complete and detailed outline of work and/or study to be performed during the period of leave shall be provided in the request for leave.

(F) Approval of leave shall specify the work and/or study to be performed and failure to abide by the terms and conditions of such approval shall automatically result in pro rata adjustment or cancellation of salary, or reimbursement to the Board of all or part of salary paid to date.

(G) During the first semester after a teacher returns from sabbatical leave, the teacher shall present a detailed written report to the administration and a detailed oral report to the teaching staff in his/her school describing how information learned through the sabbatical may be utilized for the benefit of Bow students.

(H) The Board agrees to fund at least two semesters of sabbatical leave each year. Notwithstanding the foregoing, a person on sabbatical leave will be eligible to participate in course reimbursement as set forth in Article XIV.

Section 6. Child Rearing and Adoption Leave-

(A) Teachers who are employed under continuing contracts for purposes of RSA 189:14-a and who desire child rearing or adoption leave shall be entitled to a leave of absence without pay subject to the following provisions: 15

A male or female teacher shall notify the Superintendent in writing of the pregnancy giving rise to the request for child rearing leave and the anticipated delivery date within ninety (90) days after the determination of such pregnancy. Continued employment of a teacher who becomes pregnant will be permitted as long as the teacher is able to adequately perform her duties, and can supply to the Board sufficient medical evidence to ensure her health and safety. The Board, in any event, shall be held harmless from any and all claims by the pregnant teacher in connection with the decision to continue work while pregnant.

Male or female teachers who are employed under continuing contracts for purposes of RSA 189:14-a may take child rearing or adoption leave not to exceed the balance of the school year and the next school year. Teachers who take leave under this Section can only return to work at the beginning of a school year in September and failure by the teacher to comply with this requirement shall immediately terminate any and all obligations, contractual and otherwise, of the Bow School District. Teachers who take a leave under this Section 6 (A) shall return to the same position which they held prior to taking such leave, if available, or, if not, to a substantially equivalent position. If both parents of the child are employees of the school district, only one shall be eligible for leave under this Section.

Leave time under this Section shall not be counted toward the attainment of a continuing contract. A teacher who requires a subsequent leave of absence under this section shall be eligible for said leave at any time.

(B) Notwithstanding the provisions of Section 6.A. above, sick leave with pay shall, at the teacher's option, be available to a teacher who is medically disabled due to pregnancy to the extent that such teacher has unused accumulated sick leave, provided that such teacher actually works up to the onset of the period of her actual medical disability which prevents that teacher from performing her teaching duties. To be eligible for such sick leave benefits, the teacher; must furnish to the Superintendent a certificate from a physician certifying to the nature of the disability and the dates of the period of actual disability of the teacher.

(C) Teachers who are not employed under continuing contracts for purposes of RSA 189:14-a will not be eligible for child rearing or adoption leave under Section 6(A) or (B) of this Article.

(D) It is agreed by the parties hereto that if a teacher taking leave pursuant to this section (Article XVI, 6.) wishes, said teacher may continue hospital and medical insurance coverage under the plan then covering other school district employees, if permitted by the insurance carrier, provided said teacher (1) notifies the Superintendent in writing of her intention to continue under said insurance plan, and (2) agrees in writing to pay the full cost of such insurance coverage.

(E). Days absent while on leave shall not be counted to determine if a teacher has taught "one or more" or "three or more" years as set forth in New Hampshire RSA 189:14-a, and nothing in this Section 6. shall be construed to exclude or in any way limit the Board's or the Superintendent's rights under RSA chapter 189 or any other provisions of the Revised Statutes Annotated. 16

Section 7. Professional Leave

Professional growth among teachers is to be encouraged by school visitations and attendance at educational functions. Each staff member may be entitled to time off for this purpose with the understanding that it shall be granted with the prior knowledge and approval of the Administration and without loss of pay.

Section 8. Jury Duty -

Any teacher summoned for jury duty or issued a subpoena shall be paid his/her full salary for each working day of absence provided s/he pays the district the jury or witness fees.

The teacher shall be cognizant that his/her primary responsibility is the continuity of classroom instruction and all efforts shall be made to ensure that primary responsibility.

ARTICLE XVII

PROFESSIONAL COMPENSATION

Section 1.

Increases in the basic salaries of teachers covered by this Agreement are set forth in Appendix A (1, 2), attached hereto incorporated herein. Step 12A is available only for teachers who were grandfathered to receive it in 2003; teachers who are not already on Step 12A of Appendix A shall not advance to it.

Salary increases are not automatic. The School Board, in its sole discretion, reserves the right to hold a teacher at that teacher's present salary for just cause upon the recommendation of the Administration. A written statement of the reasons for withholding increases will be forwarded to the teacher no later than March 15. The School Board, in its sole discretion, reserves the right to withhold any increase for just cause until the following February 1. At this time, upon recommendation of the Superintendent, the Principal and the School Board, if the teacher has professionally improved and conditions warrant, the increase may be granted and may be made retroactive to the previous September.

The School Board reserves the right to make off-schedule payments to members of the bargaining unit in addition to their salaries as set forth in Appendix B.

Section 2.

(A) The teacher work year will be between the Monday one week prior to Labor Day and June 30th.

(B) The teacher work year will be as follows:

187 days: 180 student instructional days

1.5 days at teacher discretion

5.5 days at administrative discretion (including parent-teacher conference days)

The 1.5 days at teacher discretion shall be worked by each teacher in his/her assigned building. The specific activities in which teachers engage at school on these days shall be subject to each teacher's discretion. 17

Parent-teacher conference days will be early dismissal or non-student days and teachers will schedule the conferences at any time during the day and/or evening at their discretion, while meeting the needs of parents and subject to the following. At least one of the days shall include evening conferences until at least 7:30, but no later than 8:00. Teachers will be available for conferences throughout the scheduled conference days.

Guidance and media personnel may, at the discretion of the administration, be required to work up to an additional ten (10) days beyond the total days set forth above and if so required, payment shall be made on a per diem basis of the person's salary.

Section 3.

Salary payments shall be in accordance with the teacher's total number of full years of certificated teaching experience in primary and secondary education. Any teacher qualifying to change track will notify the Superintendent, in writing, at the beginning of the term prior to the completion of requirements.

Upon proof of completion of requirements, the individual will be issued a new contract to take effect within no more than thirty (30) days and to be retroactive to the date when proof of completion of course work was received by the Office of the Superintendent.

Section 4.

Teachers shall be paid bi-weekly in equal installments of either one/twenty-second (1/22nd) or one/twenty-sixth (1/26th) of their annual salary. Teachers must notify the Superintendent in writing as to whether they wish to be paid on the basis of one/twenty-second (1/22nd) or one-twenty-sixth (1/26th) of the annual salary when their individual contracts for the coming year are returned, but in no event later than August 1.

Teachers electing to be paid on the basis of one/twenty-sixth (1/26th) of their annual salary shall have the option of receiving the balance of any salary due in a lump sum at the close of the school year in June or have any such balance mailed to them in equal bi-weekly payments during the summer; provided, however, that such option with respect to payment during the summer is contingent upon the teacher making such selection and notifying the Superintendent of same when that individual teacher's contract is returned.

If the Superintendent has not been notified in writing of the teacher's selection of the method of payment of that teacher's salary for the coming school year on or before August 1, the teacher will be paid on the basis of one/twenty-second (1/22nd) of that teacher's annual salary for the coming school year.

Section 5.

Payment for extra curricular activities outside the regular curriculum shall be in accordance with Appendix B attached hereto and made part hereof. Payment to a supervisor/coach of an activity will be made in the following manner: a supervisor/ coach of a fall activity will receive one-half of the extracurricular salary half way through the fall season; a supervisor/coach of a winter activity will receive one-half of the extracurricular salary half way through the winter season; a supervisor/coach of a spring activity will receive one-half of the extracurricular salary half way through the spring season; a supervisor/coach of a year long activity will receive one-half of the extracurricular salary half way through the school year. The remaining one-half of the extracurricular salary will be paid to the supervisor/coach on the first pay period following 18

verification of the completion of the job. The parties agree that the decision of whether or not any extracurricular activity set forth in Appendix B shall be provided, continued or discontinued is a matter within the sole discretion of the Board.

Section 6.

Teachers shall be notified in writing on or before March 15 of the date of their final day for that school year, provided, however, said date may be changed in the event school is closed.

Section 7.

For teachers who do not elect planned retirement, a teacher who retires under the New Hampshire's Retirement System and receives retirement benefits from same at the time of separation from the Bow School District shall, provided notice of intent to retire is given in writing to the Superintendent no later than January 15th of the year in which the teacher retires, receives a payment as follows:

For ten (10) years' teaching service in the Bow School District-Two Thousand Dollars (\$2,000.00)

For fifteen (15) years' teaching service in the Bow School District-Two Thousand Five Hundred Dollars (\$2,500.00)

For twenty (20) years' teaching service in the Bow School District -Three Thousand Five Hundred Dollars (\$3,500.00)

Section 8.

1. Upon completion of five years' service as a member of the bargaining unit in the Bow School District, any teacher who is laid off shall receive one week's (five days) pay for each year of service to the District.

2. Any teacher, after completion of five years' of continuous service as a member of the bargaining unit in the Bow School District, upon resignation and/or retirement shall be paid twenty-five (\$25.00) per day for unused sick days, up to 120 days.

Section 9.

Teachers will be allowed to make a direct deposit of their payroll checks to the bank of their choice.

Section 10.

1. Full time and part time teachers shall be eligible for planned retirement if:

A. On September 1st of the year preceding planned retirement, said teacher will be at least 55 years of age ; and

B. As of the end of the year preceding planned retirement, said teacher has completed at least ten (10) years of full time equivalent teaching in the District. (For example, two years of half-time teaching is equivalent to one year of full time teaching.)

C. Said teacher is being paid at the top of his/her salary track; and 19

D. On or before the November 1 preceding planned retirement, said teacher submits a request to the School Board to allow consideration for planned retirement. (Clarification – If the intent is to retire in June 2011, then notification must be received by November 1, 2010, and payment shall be made in July 2011.)

2. The Board shall consider all requests for planned retirement and shall be obligated to grant up to three (3) such requests per year. If the Board receives more than three (3) requests for planned retirement to commence in any given year, it shall determine those who receive planned retirement as follows:

A. First is the age of the eligible individual as of August 31st of the year preceding planned retirement, the older individual being given preference.

B. Should these be a tie, next by the length of service in the Bow School District measured by full time service.

3. The Board shall notify applicants by the following January 15th whether or not planned retirement has been granted. Each applicant shall have twenty (20) calendar days from the date notification is received to accept planned retirement. Notification shall be considered received on the date of actual receipt or three (3) days after notification is placed in the U.S. Mail; whichever is sooner.

4. Eligible teachers requesting and not receiving planned retirement shall be given first consideration in the next year based upon the listing determined in accordance with number 2. If a teacher applies for planned retirement and is granted planned retirement but decides not to take planned retirement, the teacher will not receive preferential consideration the next year. Any teacher accepting planned retirement shall be obligated to retire at the requested date.

5. Payment of the planned retirement benefit shall be made in the July immediately following a teacher's June retirement. The amount of the retirement benefit shall equal 1% of the teacher's full-time equivalent salary during the last year times the number of full-time equivalent years that the teacher served the School District in a position in this bargaining unit.²

² Example: A teacher works full-time for her first 10 years in the bargaining unit, and half-time for her last 10 years in the bargaining unit. The teacher occupies a step on the salary schedule that pays full-time teachers a \$60,000 salary, so the teacher's last actual salary is \$30,000. The teacher's full-time equivalent years equal 15. The teacher's last full-time equivalent salary is \$60,000. The teacher's retirement benefit is \$9,000 (1% x 15 x \$60,000).

6. The Board, at its discretion, may approve additional applicants beyond the number provided above, extend the deadline for applications beyond the date above or extend the age or experience limitations listed above.

7. The retiree shall be permitted to continue participation in the health and dental insurance plans offered to active members of the BEA at his/her own expense with the following exceptions:

A. The Board will pay \$1,300.00 toward the cost of a single person health and/or dental insurance plan for planned retirees with twenty-five (25) years or more of full time service to the District. 20

B. The Board will pay \$1,000.00 toward the cost of a single person health and/or dental insurance plan for planned retirees with 20-24 years of full time service to the District.

C. The Board will pay \$700.00 toward the cost of a single person health and/or dental insurance plan for planned retirees with 15-19 years of full time service to the District.

The health insurance plan available to retirees will be the one available to all bargaining unit members at the time of retirement.

8. All benefits provided to employees under this plan shall automatically terminate upon the occurrence of either of the following:

A. The employee is eligible for Medicare;

B. Death of an employee; in such event, the benefits of this plan shall not vest in the employee's estate.

9. No future amendment or termination of this planned retirement benefit shall affect any participant who chose this option before such amendment or termination.

Section 11.

If, at the initiation of the administration, a teacher agrees to teach a class in addition to the normal schedule of instructional class time for that teacher, during the school day/week s/he will be paid additional compensation on a pro rata basis. (A request that a teacher 'volunteer' for an assignment shall be deemed initiated by the administration.)

Section 12.

Notwithstanding any other provision in this Agreement, the amounts otherwise payable to a teacher under Article XVII (7), (8), (10) shall be reduced by such amount as is necessary to prevent the School District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.

**ARTICLE XVIII
INSURANCE**

Section 1.

The Board agrees to provide hospital-medical insurance coverage under Blue Choice (Blue Choice Managed Care through HealthTrust with employees responsible for an office co-pay of \$10.00 and an emergency room co-pay of \$50.00). Provided nevertheless, that any employee as of June 30, 1997, who had elected to be covered by Blue Cross/Blue Shield JW prior to January 1, 1997, shall be eligible to continue said coverage as long as s/he continues as an employee of the District and the District will pay its proportionate share of costs based on the premium cost of that coverage.

The Board will pay ninety percent (90%) of the premium for the single-person hospital-medical insurance plan covering School District employees and eighty percent (80%) of the premium for either the two-person or family hospital-medical insurance plan covering school district employees. Employees will be responsible for a co-pay of \$10.00 and an emergency room co-pay of \$50. 21

In case both the husband and wife are employed by the District, the District shall only pay one hundred percent (100%) of one premium for either a two-person or family hospital-medical and dental insurance plan, whichever plan is selected by said husband and wife.

Persons employed as of July 1, 1994, of this agreement shall be allowed to keep their current choice of health insurance carrier. Persons wishing to change carriers must select a Blue Cross/Blue Shield option.

Persons whose employment begins after July 1, 1994, will only be eligible to select a Blue Cross/Blue Shield option.

It is further agreed that the Board may, in its sole discretion, with reasonable notice in advance to the Association, obtain such insurance from a different carrier, provided the benefits are comparable with those benefits provided by Blue Choice and, provided further, that any such change does not increase the premium costs above the Blue Choice premium rates in effect at the time the change is made.

Section 2.

Members of the bargaining unit shall be covered with Thirty Thousand Dollars (\$30,000.00) in group term life insurance, the cost of which shall be paid for by the Bow School District. It is agreed by the parties that the Board shall have the sole right to determine which company provides such life insurance.

Section 3.

The District shall provide dental insurance under Northeast Delta Dental for each bargaining unit member, his/her spouse, and children. Coverage A will be at One Hundred Percent (100%), Coverage B will be at Eighty Percent (80%), Coverage C will be at Fifty Percent (50%), Coverage D will be at Fifty Percent (50%), with no deductible, and a \$1,000.00 maximum per person per year for Coverage A, B, and C. Coverage shall be outlined in Appendix D of the Agreement.

Section 4.

The District will pay 100% of the premium for long-term disability insurance. Insurance benefits for disabled bargaining unit members will begin after a 90-day elimination period or exhaustion of accumulated sick leave, whichever is greater. The amount of the benefits shall be 66 2/3% of the disabled bargaining unit member's salary, up to a maximum of \$3000 per month. The benefit duration shall be as set forth in the current insurance policy or the equivalent.

Section 5.

Teachers on unpaid leave, or sabbatical, may continue to benefit from group rates at the member's own expense, if permitted by insurance companies.

Section 6.

Effective July 1, 2003, the District will offer bargaining unit members the option to enroll in domestic partner benefits in the medical and dental benefits plans offered by the District, as permitted by insurance companies, provided that the bargaining unit member and his or her domestic partner complete and submit all forms required by the medical benefits plans as outlined herein and will contribute toward the cost of their elected benefit plan at the rates set forth herein. 22

Section 7.

Retirees, age sixty-five (65) and over, shall be entitled to a District group supplemental insurance plan with prescription coverage at no cost to the employer.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1 – Definition.

1. A “grievance” is a claim by an employee or group of employees, alleging that there has been a violation of any of the provisions of this Agreement. An “aggrieved employee” is the person or persons making the claim. All time limits specified in this Article shall mean school days.

2. The Association may file a grievance on behalf of an individual employee only with the consent of the employee.

3. Grievances affecting all teachers in a building may be filed by the Association at Level A. Grievances affecting teachers district wide may be filed by the Association at level B. (See Section 4).

4. For the purpose of processing grievances during summer recess, grievance timeline days shall mean workdays excluding weekends and holidays. The parties may extend timelines by written mutual consent.

Section 2 - Purpose.

The parties acknowledge that it is more desirable for an employee 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 and referred to the following formal grievance procedure.

Section 3 – Right to Representation.

An employee covered by this Agreement shall have the right to have an Association representative present at any time.

Section 4 – Formal Procedure.

A grievance must be initiated within thirty (30) school days of the date of the event(s) which gives rise to the alleged grievance. The written grievance shall state the specified alleged violation or condition with reference to the Agreement. It shall also set forth names, dates and action requested to correct the grievance.

Level A. Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within five (5) days following such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to the Superintendent at Level B within five (5) days of the receipt of an answer given at this level, or, if no answer is given, within ten (10) days of its submission to this level.

Level B. Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance 23

is not settled at this level, then it may be referred to the School Board at Level C within five (5) days of the receipt of an answer given at this level.

Level C. Within twenty (20) days of the grievance being referred to this level, the School Board will conduct a hearing to examine the facts of the grievance. The School Board shall give its answer within five (5) days of any such meeting. If the grievance is not settled at this level the Association has the right to submit the dispute to arbitration and shall so notify the School Board of its intent to do so within ten (10) days from receipt of the answer rendered at this level.

Level D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, the parties shall apply to the American Arbitration Association (AAA), or by mutual agreement, and select an arbitrator to hear the case under the rules and procedures of the AAA service. The scope of the arbitrator's authority shall be limited to interpretation and application of the terms of this agreement and issues of procedural and substantive arbitrability. He/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be binding on both parties, provided either party may appeal matters of law to an appropriate court. The parties agree to share equally in all expenses and fees of the arbitrator.

Section 5.

Time periods specified in this procedure may be extended by mutual agreement.

Section 6.

Once a grievance is reduced to writing, the Association shall have the right to be present, and to present its position at all meetings concerning said grievance, and shall receive a copy of all decisions rendered.

Section 7.

When an employee is not represented by the Association in the processing of a grievance, the administration shall inform the Association at the time the grievance is submitted in writing and of all meetings at any higher level.

Section 8.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person or the Association to proceed to the next level.

Section 9.

The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievance(s).

Section 10.

All documents, communications and records dealing with the processing of a grievance may be filed, but must be filed separately from the personnel files of the participants and shall not be forwarded or referred to in communication with any prospective employer unless it is requested by the employee in writing. 24

Section 11.

No monetary claims, such as back wages, fringe benefits, etc., by any employee covered by this Agreement of and by the Association against the Board shall be valid for a period prior to the date that the grievance was first discussed with the employer under the provisions of this Article XIX.

Section 12.

The following matters are excluded from the arbitration provisions of this Agreement:

- a. Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA 273-A;
- b. School Board action and policy not in conflict with the terms of this Agreement.
- c. Matters excluded by other provisions of this Agreement.

ARTICLE XX

GENERAL

Section 1.

Individual employee contracts shall be in the form annexed hereto as Appendix C.

All such individual contracts issued pursuant to RSA 189:39 shall be returned to the Superintendent or his representative no later than fourteen (14) calendar days following the receipt of the individual contract by the employee.

If a master contract is not entered into between the Board and the Association by June 1st of any year, then the individual contracts for the next succeeding year which have been accepted and returned to the Superintendent shall be subject to cancellation by any employee of the District no later than June 15th and not thereafter. Any employee who has not returned a contract within the fourteen (14) calendar days set forth above shall be deemed to have rejected such contract thereby creating a vacancy for the next school year. If agreement on salaries for the forthcoming school year has not been finalized by the parties as a result of negotiations, it shall be specified in all individual contracts issued to members of the bargaining unit that any salary figure used in such individual contracts is subject to the completion of negotiations.

Section 2.

Any employee covered by this Agreement shall have the right to be represented by a representative of the Bow Education Association if any such employee voluntarily wishes such representation.

Nothing in the preceding sentence shall require an employee to be so represented, except as may be in accordance with New Hampshire RSA 273-A and/or the other provisions of this Agreement and this section shall not be construed to in any way conflict with, enlarge or limit rights of representation set forth in Article XIX, entitled "Grievance Procedure."

Section 3.

It is agreed by the parties hereto that all members of the bargaining unit, the Board and the Administration shall be provided with copies of this Agreement and that the cost of making and providing such copies shall be shared equally by the Association and the Board. The parties shall agree to the method of reproducing this Agreement. 25

Section 4.

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary specific appropriations have been made. If the necessary funds for any specific agreements are not forthcoming in the amount requested by the Board, the Board and the Association shall resume negotiations regarding the specific matter affected.

Section 5.

If disagreement arises between an administrator and a teacher over an academic evaluation given a student by a teacher, then the administrator and the teacher will meet to reach a mutually agreeable solution. If such solution cannot be reached, the final decision will rest with the administrator. In the event the administrator changes a teacher's academic evaluation of a student without the concurrence of the teacher, it shall be noted in the teacher's and administrator's file that it is the administrator's academic evaluation of the student. The Board will be notified in writing by the Administration of such change.

**ARTICLE XXI
SEPARABILITY**

Section 1.

This Agreement represents the entire Agreement between the parties and may not be modified in whole or in part except by an instrument in writing duly executed by both parties. If any provision of any section of an article of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such section shall not be deemed valid and subsisting, but all other sections and articles of this Agreement will continue in full force and effect. The parties agree that if a section of this Agreement becomes invalid, they shall meet to negotiate with respect to same.

**ARTICLE XXII
DURATION**

The provisions of this Agreement will be effective on July 1, 2010 and shall continue and remain in full force and effect through June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witness: **BOW EDUCATION ASSOCIATION:**

Gayle Theos Paula Bailey Date:4-22-10

President

Gayle Theos Muriel Hall Date:4-22-10

Negotiations Chairperson

BOW SCHOOL BOARD:

Gayle Theos Anne P. Baier Date:4-22-10

Chairperson 26

**BOW EDUCATION ASSOCIATION
APPENDIX A-1**

SALARY SCHEDU LE 2010- 11 STEP	Track 1 BA	Track 2 BA+15	Track 3 BA+30	Track 4 M	Track 5 M+15	Track 6 M+30
1	\$35,873	\$36,949	\$38,057	\$39,960	\$41,159	\$42,393
2	\$37,311	\$38,430	\$39,584	\$41,564	\$42,810	\$44,094
3	\$38,808	\$39,973	\$41,172	\$43,230	\$44,527	\$45,862
4	\$40,360	\$41,572	\$42,818	\$44,958	\$46,308	\$47,698
5	\$41,978	\$43,236	\$44,534	\$46,761	\$48,165	\$49,610
6	\$43,657	\$44,967	\$46,315	\$48,631	\$50,091	\$51,593
7	\$45,401	\$46,762	\$48,166	\$50,574	\$52,091	\$53,654
8	\$47,214	\$48,630	\$50,090	\$52,594	\$54,172	\$55,796
9	\$49,096	\$50,568	\$52,086	\$54,689	\$56,330	\$58,021
10	\$51,055	\$52,587	\$54,164	\$56,872	\$58,579	\$60,337
11	\$53,087	\$54,680	\$56,320	\$59,136	\$60,909	\$62,737
12	\$55,201	\$56,858	\$58,565	\$61,492	\$63,337	\$65,237
12A		\$56,457		\$57,586		\$59,057