

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE EAST KINGSTON SCHOOL BOARD
AND
THE EAST KINGSTON TEACHERS' ASSOCIATION
2005-2010

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ARTICLE I RECOGNITION

1. This Agreement is between the EAST KINGSTON SCHOOL DISTRICT, a school district and public employer under the laws of the State of New Hampshire ("District" or "Board") and the EAST KINGSTON TEACHERS' ASSOCIATION/NEA-NH, an association of professional employees and an employee organization ("Association").
2. For the purposes of collective bargaining, the Board recognizes the Association as the exclusive representative of all certified professional employees of the East Kingston School System as defined below.
3. Certified professional employees are those whose position requires certification by the State, under its regulations governing the certification of professional school personnel, such as teachers, guidance counselor, technology personnel, and speech pathologist, excluding the building principal and the school nurse.
4. In the event that the Board, during the term of this Agreement, creates a new professional position, it shall provide written notification to the President of the Association. Upon written request from the Association, the Board or designee shall meet with the designated Association representatives to determine whether the position should be included in the bargaining unit. Absent mutual agreement, either party shall have the right to request a determination from the New Hampshire Public Labor Relations Board.
5. The Board agrees not to negotiate with any teachers' group or association other than the designated unit in regard to any matter subject to negotiations. This shall not prevent the Board from communication or consultation with any individual or group of professional employees for any purpose the Board shall deem desirable provided such communication does not infringe on any rights conferred upon the Association under RSA 273-A.
6. The Board reserves the right to employ a professional negotiator at its discretion at any time.

ARTICLE II JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

The Board reserves full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage the activities of the School District. The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it; and this agreement shall not be construed so as to constitute delegation of the power or authority of either.

ARTICLE III

NEGOTIATIONS

1. Negotiations will be conducted in accordance with the procedures outlined in RSA 273-A.
2. 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 appropriations have been made by the voters of the District. If such funds are not approved by the voters of the District, the Board and the Association shall reopen negotiations.
3. In the event of impasse, the cost for services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.
4. Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time after declaring impasse.
5. No later than October 1, prior to the expiration date of this agreement, either party may submit to the other, written notice of its intention to negotiate a successor agreement.
6. Within two weeks of the above mentioned notice, the Association and the Board will discuss and schedule, in writing, a mutually agreeable date, not to be later than October 30, for the initial bargaining session.

ARTICLE IV SAVINGS CLAUSE

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such instance, the Board and the Association shall meet within fifteen (15) days of such legal determination for the purpose of adjusting the Article(s) affected so it (they) will be in accordance with the law.

ARTICLE V AGREEMENT PROVISIONS

1. This Agreement may not be modified, in whole or in part, by the parties, except by an instrument in writing, duly executed by both parties.
2. Whenever notice is required to be given by either party to this Agreement to the other pursuant to the provisions of this Agreement, either party may do so by telegram, registered or certified mail, at the following addresses:

If by the Association, to School Administrative Unit 16

East Kingston School Board
5 Andrews Lane
East Kingston, NH 03827

If by the Board, to President of the Association, or his/her designee, at the appropriate address filed with the Board.

ARTICLE VI ASSOCIATION RIGHTS

1. There shall be no reprisals taken against any teacher by reason of membership in the Association or participation in its lawful activities, nor shall action be taken against a teacher for processing a grievance.
2. The Association president or designee shall be given an opportunity to speak to the East Kingston professional employees immediately following the scheduled orientation meeting.
3. Representatives of the Association and its affiliates shall be permitted to transact Association business on school property at reasonable times, provided that this shall not disrupt normal school operations, and that the representatives shall follow established procedures for school visitors and Board regulations regarding the use of facilities.
4. The East Kingston Teachers' Association and its representatives may use school facilities and equipment, subject to the approval of the building principal. Such equipment may include computers, typewriters, mimeograph machines, and other duplicating equipment when such equipment is not otherwise in use. Paper and supplies will be provided or paid for by the Association and damage or maintenance charges incurred through Association use will be the responsibility of the Association.
5. The Association shall have the right to post notices on a bulletin board in the teachers' room.
6. The Association shall have the right to place notices, circulars, and other materials in members' mailboxes.
7. Representatives of the Association shall be allowed to receive phone calls and other communications concerning Association business during school hours providing they do not disrupt the teacher's classroom assignment or interfere with the daily operation of the school.
8. Representatives of the Local, State, and National Associations shall be permitted to meet with the Association members concerning Association business on school property during school hours at times when Association members are not scheduled for classroom duties, ancillary duties, or for preparation periods, and provided this shall not disrupt normal school operations. Association representatives shall follow established procedures for school visitors and Board regulations regarding the use of facilities.
9. The Association shall be entitled to have one member released without loss of pay to attend the NEA-NH Assembly of Delegates. The Association shall notify the principal of the date of such meeting and the name of the person attending as soon as possible but no later than ten school days before the meeting. In addition the President of the Association and/or his/her designee shall be released at full pay not to exceed the equivalent of one day per year for Association business.
10. When public information is available and is requested by the Association from the District Office, this information will be provided within a reasonable time.

ARTICLE VII BOARD OF EDUCATION MEETING MAILINGS

When the Superintendent/ Assistant Superintendent prepares the agenda for the East Kingston School Board meetings, he/ she shall forward a copy of the agenda and minutes of the previous School Board meeting to the President of the Association.

ARTICLE VIII ASSOCIATION DUES

1. The Association dues will be deducted from the regular salary paycheck of the Association member upon the request of the member. Deductions shall be in equal installments during the school year. If an Association member leaves the district before the full dues have been deducted, the balance shall be deducted from the member's final check provided that the final check covers the balance.
2. At the end of each month, the School District will transmit all current month's dues to the Treasurer of the Association.
3. The School District also agrees to make regular deductions, which may be altered at any time of the year, to a designated credit union if an Association member so requests in writing. This request should be made ten working days prior to the paycheck in which the deduction is to be effective.

ARTICLE IX RIGHT TO REPRESENTATION

If an administrator meets with an employee for purposes which may adversely affect future employment, other than for a conference relative to a performance review or evaluation, such employee shall be entitled, at the employee's option, to Association representation. The administrator shall inform the teacher that the meeting may have an adverse affect on his/her employment. The administrator shall inform the teacher that he/she has the right to Association representation during the meeting.

ARTICLE X GRIEVANCE PROCEDURE

1.
 - A. Definition: A grievance shall mean a complaint by a professional employee that there has been a violation, misinterpretation, or inequitable application of any provisions of this Agreement.
 - B. Definition: An "aggrieved person" or grievant is the person/persons or the Association making the complaint.
 - C. The term "days", when used in this article, shall mean working days, except after the end of the school year when they shall be Monday through Friday; thus, weekend or vacation days are excluded.
2. Purpose:

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. Procedure:
 - A. A grievance to be considered under this procedure must be initiated in writing by the grievant within twenty (20) days of when the grievant should have reasonably known of its occurrence, or from when it occurred.
 - B. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall indicate the grievance is sustained.
 - C. Failure at any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that level.

- D. The time limits may be extended by mutual written agreement between the grievant or designee and the Superintendent or designee.

Level One - Principal:

A grievant with a grievance will first discuss the grievance with his/her principal or immediate supervisor, with the objective of resolving the matter informally.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, the grievant may present the grievance in writing to the principal. In the event the grievant elects not to pursue the grievance, the Association may continue to pursue the grievance.

Level Two - Superintendent/ Assistant Superintendent:

If the grievance is not resolved to the grievant's satisfaction, the grievant may appeal to the Superintendent/ Assistant Superintendent in writing within five days. The Superintendent/Assistant Superintendent shall meet with the grievant within five (5) days after receipt of the grievance for the purpose of resolving the grievance. The Superintendent/ Assistant Superintendent shall, within ten (10) business days, render his written decision to the grievant, to the Association, and to the administrators involved at the previous step of the grievance procedure.

Level Three - Board:

If the grievance is not resolved to the grievant's satisfaction, the grievant may request and shall be granted a hearing before the Board. Such request must be made within ten (10) days after the receipt of the Superintendent's/ Assistant Superintendent's decision, and shall be submitted in writing through the Superintendent/ Assistant Superintendent, who shall attach all related papers and forward the request to the Board. The Board shall review the grievance and shall hold a hearing within ten (10) days or at the next regularly scheduled School Board meeting, whichever is greater. Within ten (10) days of the hearing, the Board shall render a decision in writing and the reasons therefore, and forward copies of the decision to the grievant, to the Association, and to the administrators involved at the previous steps of the grievance procedure.

Level Four - Arbitration:

- A. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association determines that the matter should be arbitrated further, it shall, within twenty-five (25) days, in writing, so advise the Board. The Association will then, within five (5) days, initiate a request for arbitration to the American Arbitration Association or the Federal Mediation and Conciliation Service, which will submit a list of qualified arbitrators for selection by the parties in accordance with rules and procedures prescribed by it for making such designation.
- B. The arbitrator shall render the written decision within thirty (30) calendar days after the hearing has been declared closed. The decision of the arbitrator will be final and binding upon both parties. Either party may appeal as permitted by law.
- C. Costs: The fees and expenses of the arbitrator will be shared by the two parties equally.
- D. The Board, the grievant, and the Association shall receive copies of the arbitrator's report.

4. Right of Professional Employees to Representation

- A. An aggrieved person may be represented at all stages of the grievance procedure by the Association or by a representative selected or approved by the Association.

- B. The Board and the Association shall assure that the parties in interest are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.
- C. When a grievance is initiated without Association representation, the Association shall be notified that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of the decisions rendered.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the professional employee's personnel file.

ARTICLE XI TEACHERS' RIGHTS

- 1.
 - A. Teachers shall have the right, upon request, to review the contents of their personnel file during normal business hours and to request one copy from the principal, at District expense, of any documents contained therein. A teacher's official personnel file consists of the files in the central office and in the building principal's office. No separate file shall be established. Teachers may review their personnel files at a time that does not interfere with their assigned duties or those of the office personnel and are entitled to have another person of their own choosing be present during this review.
 - B. A teacher may petition the School Board to have material removed from the teacher's personnel file. The School Board and Assistant Superintendent's decision shall be the final determination on the reply to the petition.
- 2.
 - A. Any complaint regarding an employee to any member of the administration by a parent, student, or other person which may be used in any manner in evaluating an employee shall be promptly investigated. The employee shall be given the opportunity to respond to the complaint within ten (10) business days of receipt. The employee shall acknowledge that she/he has had the opportunity to review such complaint 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. The employee shall also have the right to submit a written answer within ten (10) business days to such material and that answer shall be reviewed by the Principal and Assistant Superintendent or designee and attached to all copies.
 - B. No document and/or other material shall be placed in the personnel file of a teacher without the teacher's knowledge as indicated by the teacher's signature.
 - C. A teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file. No document to which the individual has not been given access shall be used against the individual.
 - D. In the event that the Board or Administration removes from the teacher's file any materials, including those it deems to be confidential, a dated notification shall be placed in the file stating what materials have been removed.
- 3. Work Year:
 - A. For the 2005-2006 year, the teacher work year will consist of 184 days to include 180 regular scheduled pupil attendance days and four days of meetings, conferences, in-service workshops, curriculum planning sessions, and similar activities. In the case that a teacher is requested to work

beyond the 184 days, such assignment shall be voluntary and remunerated at a per diem rate which is computed by dividing the teacher's annual salary by 184.

- B. Effective as of 2006 - 2007 year, the teacher work year will consist of 185 days to include 180 regular scheduled pupil attendance days and five (5) days of meetings, conferences, in-service workshops, curriculum planning sessions, and similar activities. Prior to the commencement of the student year, teachers will be entitled to seven (7) hours, the equivalent of one (1) school day, for classroom preparation. In the case that a teacher is requested to work beyond the 185 days, such assignment shall be voluntary and remunerated at a per diem rate which is computed by dividing the teacher's annual salary by 185.

- 4. Calendar: The Board or its designated representative will confer with and consider the suggestions of the Association before the school calendar is completed.

- 5. Time Requirements:

- A. A regular working day for a staff member shall be defined as a day not to exceed 435 consecutive minutes.

- B. Professional employees must be present at assigned stations fifteen (15) minutes prior to the opening of school and are to remain in school thirty (30) minutes after the close of the regular working day. Permission for early departure may be granted by the principal provided such early dismissal does not disrupt the orderly operation of school activities.

- C. The work day for professional employees may be extended for the following:

- 1. Individual instruction, counseling and parent conferences to be scheduled, except in unusual circumstances, at a time and place mutually convenient to the teacher and parties involved;
- 2. Professional staff meetings, with advance notice and written agendas; a maximum of four (4) per month, professional staff meetings may be called with twenty-four (24) hour advance notice and with an agenda provided by 9:00 AM on the day of the meeting.

- 6. Assigned Duties

- A. Professional employees may request approval of the principal to leave the building during their unscheduled time provided they notify the principal or the principal's designee prior to their leaving and upon their return.

- B. All professional employees shall receive a daily duty-free uninterrupted lunch period of at least 30 minutes or as mutually agreed by the teachers affected and the administrator.

- C. Each full time professional employee will have at least three (3) forty-five (45) minute preparation periods per week. Preparation time shall be prorated for part-time employees based on the ratio of hours or days worked per week to the total hours or days worked by the full-time staff.

- 7. Any staff member who has been given notice of dismissal will have the opportunity to meet with any or all of the following: the Principal, the Assistant Superintendent, the Superintendent, and/or the School Board to discuss the following:

- A. the reason for dismissal

- B. written documentation of unsatisfactory performance

- C. evidence that the staff member was provided the opportunity to remediate deficiencies prior to dismissal.

8. Just Cause

No teacher shall be disciplined or dismissed except for just cause. Teacher evaluations are not covered under just cause.

**ARTICLE XII
PART-TIME STAFF**

1. All benefits and salary noted in this agreement shall be prorated for all professional employees according to a ratio of number of half (1/2) days employed in East Kingston per week to the ten (10) half day units in a full time week.
2. Part-time professional employees who work fifty (50) percent or less in any school district will advance no less than one (1) step every two (2) years. Part-time professional employees who work more than fifty (50) percent in any school district will advance one (1) step every year.

**ARTICLE XIII
PROFESSIONAL DEVELOPMENT**

1.
 - A. A professional employee will be granted two (2) professional days for attending approved conferences, professional meetings or workshops, visitation to other schools, and other approved reasons.
 - B. Whenever possible, 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 principal. The Board encourages teachers to use professional days to improve their teaching skills. The Board will reimburse teachers who participate in approved professional workshops. These workshops include, but are not necessarily limited to, those being developed by the Staff Development Committee. Every attempt will be made by the principal to grant professional day requests. All certified teachers will make every attempt, when requested by the principal, to attend all professional day programs.
 - C. When a teacher uses his/her private vehicle reimbursement for mileage shall be paid at the I.R.S. rate as of January 1 and that rate shall be implemented on the following July 1.
2. Reimbursement of Courses
 - A. Any teacher taking approved courses will be reimbursed by the school district up to a maximum of eight (8) credits per year at the per credit in-state rate for University of New Hampshire tuition. An application for approval for reimbursement must be submitted to the Superintendent or Assistant Superintendent before the teacher takes a course. A grade no lower than B in any of these courses shall be a requisite for reimbursement. Courses taken for reimbursement shall be to benefit the school district.
 - B. Prepayment for courses or purchase orders will be provided at the beginning of the month in which the course is scheduled, if all the necessary SAU paperwork (as specified in 2.A) is completed by the tenth day of the previous month.
 - C. A teacher will be reimbursed for courses taken during the summer session upon his/her return to school in September. Prepayment for summer courses will be provided before the close of the school year if all the necessary SAU paperwork (as specified in 2.A) is completed by May 1.

- D. Should a teacher receive a grade lower than B for a prepaid course or fail to complete the course, the amount of money prepaid to the teacher will be deducted from his/her salary.
- E. Each 15 hours of workshop time taken during professional days or outside of regular school hours may be converted to one (1) credit towards moving across the salary schedule. All workshops taken for increment must be workshops that have been approved by the S.A.U. Staff Development Committee and must relate to the teacher's professional growth plan.

ARTICLE XIV REDUCTION IN FORCE

- 1. Any certified teacher laid off from his/her position shall be offered any position which becomes open and for which he/she is certified and qualified within eighteen (18) months of the layoff. The layoff period shall begin on the day following the last working day. Any certified teacher will be granted a three-month extension for recall upon receipt of a written request via certified mail to the Superintendent in the seventeenth month of the layoff. When it is determined by the School Board that a position is to be filled, notice shall be sent by registered or certified mail, return receipt requested, to the teacher's last known address. If a teacher rejects the offer or fails to respond in writing within three weeks of the registered/certified mail delivery date, said teacher will be deemed to have refused the position, will be removed from his/her seniority standing, and will have given up all rights under this contract.

ARTICLE XV RETIREMENT

- 1. A teacher who has completed ten (10) years of service in East Kingston and has reached the age of fifty-five (55) prior to retirement shall be eligible to receive a retirement stipend. A teacher retiring under these circumstances may continue health and dental insurance coverage by paying the premiums on a monthly basis. This benefit shall continue until such time as the retiree reaches Medicare age or chooses to terminate it.
- 2. A teacher eligible to receive a retirement stipend shall receive payment equal to three hundred dollars (\$300.00) times the number of years of service in the East Kingston School District.
- 3. A teacher must notify the Board of the intention to retire by November 15 of the retirement year to receive the stipend, which will be paid no later than the following July 30. Notification later than November 15 will postpone the payment of the stipend by one year.

ARTICLE XVI LONGEVITY

Longevity benefit: Upon completion of ten (10) years of service in East Kingston, teachers shall receive a longevity stipend equal to seventy five dollars (\$75.00) times their years of service in East Kingston for their long term employment and dedication. The bonus pay amount shall be calculated at the beginning of said school year and paid out in bi-weekly installments as scheduled during the school year.

ARTICLE XVII INSURANCE

- 1. Health Insurance
 - A. The School District will furnish to its professional employees a continuation of the Anthem Blue Cross/Blue Shield Comp 100MC-M\$1 Plan offered by HealthTrust. The District will pay 90% of

the annual premium value of the BC/BS Comp 100MC-M\$1 plan, or, contribute an amount equivalent to 90% of that plan, towards other HealthTrust Plan offerings. This applies to single, two-person or family coverage. Regardless of the Provider, the District's contribution shall not exceed 90% of the annual premium for the BC/BS Comp 100MC-M\$1 plan."

- B. Changes in health care will provide comparable coverage by a vendor of the Board's choice.
- C. For informational purposes, changes in vendor shall be reviewed with the Association for input.

2. Dental Insurance:

- A. For the 2005-2006 year, the District shall pay 100% of a single membership for Delta Dental Insurance (Coverage Option 2A) which provides 100% of Coverage A, 80% of Coverage B, and 50% of Coverage C. Teachers may enroll in a Delta Dental Insurance, two person or Family plan by paying any additional costs above the single membership rate provided by the District, pending the enrollment number meets the criteria for the Family Plan.
- B. Effective as of the 2006-2007 year, the District shall pay 100% of a single and two person membership for Delta Dental Insurance (Coverage Option 2A) which provides 100% of Coverage A, 80% of Coverage B, and 50% of Coverage C. Teachers may enroll in a Delta Dental Insurance Family plan by paying any additional costs above the two person membership rate provided by the District, pending the enrollment number meets the criteria for the Family Plan.

3. Life Insurance: Coverage will be \$50,000 Life/\$50,000 accidental death/dismemberment.

4. Long Term Disability Insurance:

The School District will pay 100% of the monthly premium for a policy which will provide 66 2/3% of the teacher's monthly salary to a maximum of \$2500 per month after a waiting period of ninety (90) days.

ARTICLE XVIII SICK LEAVE

- 1. On the first day of school each teacher shall be granted fifteen days leave per year for personal illness to an accumulated total of 100 days.
- 2. In the event of a prolonged absence as a result of accident or illness, the Board may consider circumstances that might warrant extension of full or partial sick pay.
- 3. By September 30 of each school year, each teacher shall receive from the Superintendent's office a report of sick leave stating the number of sick days accumulated as of the end of the previous year.
- 4. Sick Leave Bank
 - A. A Sick Leave Bank shall be established into which each employee may by, September 15, donate from one (1) to five (5) days from an employee's unused accumulated sick leave.
 - B. The Sick Leave Bank can accumulate one hundred and ten (110) days. In the event the Sick Leave Bank falls below twenty-five (25) days in any contract year, the Association members may contribute up to an additional seventy-five (75) days one time in that year.
 - C. A Sick Bank Chairperson shall be appointed from the membership. The Chairperson and the District Office shall keep a record of the total number of days in the Sick Leave Bank.

- D. In the event any contributing member has used all accumulated sick leave because of extended or chronic illness, he/she shall apply to the Sick Bank Chairperson for additional days taken from the Bank.
- E. The Sick Bank Chairperson will present the request to the Association. Approval will be granted by a majority vote.

ARTICLE XIX SHORT-TERM LEAVES OF ABSENCE

- 1. Personal leave will be granted at the rate of three (3) days per year. Notice in writing for a personal day will be given to the principal at least forty-eight (48) hours before the leave, except in an emergency; and will affirm that the personal day will be utilized to conduct business that cannot be conducted outside of normal school days. Personal leave may not be used to extend holidays or vacations, unless approved by the principal.
- 2. Bereavement leave, in addition to personal leave, will be granted at the rate of up to five (5) days per loss for death in the immediate family. Immediate family shall be interpreted to mean spouse, children/dependents, father, mother, father-in-law, mother-in-law, grandparents, or siblings.

ARTICLE XX EXTENDED LEAVES OF ABSENCE

- 1. Child Bearing: Disability or illness due to pregnancy, childbirth, or related medical conditions shall be treated the same as disability or illness due to any other cause.
- 2. Child Rearing and Adoptive Leave
 - A. Any professional employee, upon request, shall be granted up to one (1) year leave without pay to begin any time between the birth of the child and two (2) years after the child is born. The professional employee shall notify the Superintendent in writing at least thirty (30) days prior to the date on which the leave is to begin except in cases of emergency.
 - B. Any professional employee may request a one (1) year adoptive leave. The professional employee shall notify the Superintendent in writing of the professional employee's intention to adopt upon the professional employee's application for adoption. The leave shall commence upon the employee-parent's physical receipt of the child except in case of extenuating circumstances.
 - C. Upon physical receipt of an adopted child the professional employee shall be allowed to use up to five (5) days consecutive sick leave to care for the child.
 - D. The professional employee may continue all insurance at the professional employee's own cost during the leave. All insurance premiums must be paid in advance of the month due.
 - E. Upon return the professional employee shall be placed in the same or similar position for which the professional employee is qualified.
 - F. Confirmation of intent to return from leave shall be given in writing to the Superintendent by May 20 for the professional employee's intention to return at the start of the fall term.
- 3. An employee on an unpaid extended leave may elect to continue insurance coverage by payment of the premiums to the school district. All insurance premiums must be paid in advance of the month due. Nothing in this section shall be interpreted to deny any benefits that the employee may have under the Family and Medical Leave Act.

4. Other paid or unpaid leave may be granted at the discretion of the School Board.
5. Sabbatical Leave: Proposals for Sabbatical Leave should reflect activities which will provide professional development to the staff member and, in turn, will enhance and benefit the school system. A professional employee of the School District, who works at least half (50%) time, having served for seven (7) consecutive years, shall be eligible for sabbatical leave for one (1) year at half (1/2) salary or for half (1/2) year at full salary of the year on leave. Not more than one professional staff member may be authorized each year for sabbatical leave. There shall be a review committee comprised of two (2) members selected by the Association and two (2) members selected by the Board. They shall review and evaluate all applications and shall make recommendations to the Superintendent or designee. Should there be a greater number of eligible requests, the Board will award leave on the basis of merit of the proposal, longevity, affordability, and the quality of service to the School District as recommended by the Superintendent or designee. Requests for sabbatical leave must be submitted in writing not later than December 15 of the year preceding the school year anticipated for sabbatical leave. The professional employee shall agree to return to the service of the School District for one (1) school year at the appropriate salary step or return all leave salary. While on leave, all medical, dental, life, and disability insurance benefits will continue.
6. By April 30 or the date, if it differs from April 30, upon which all current East Kingston staff members must sign their contract renewal, any teacher on leave, whether paid or unpaid, must notify the Board in writing of his/her intention to return or not return the following September. Failure to notify the Board will constitute a resignation of the teacher's position.

ARTICLE XXI TEACHER EVALUATION

1. Copies of established evaluation procedures, SAU 16 Supervision and Evaluation Process for Professional Employees, shall be available to all teachers.
2. Changes in the evaluation procedure can be made following prior consultation with the Association and be presented and mutually agreed upon by all parties concerned, including the Board, the Association, and the Principal.
3. Formal observation sessions shall be with the full knowledge of the teacher. All other observations of the teacher's work performance which are to be made part of his/her file will be reviewed with the teacher within 48 hours.
4. A teacher shall be given a copy of any evaluation report prepared by his/her evaluators before or during any conference held to discuss it. The teacher will be given a 24 hour period to study, clarify, and sign the evaluation. If the teacher is dissatisfied with the evaluation conferences, he/she may request additional conference time prior to the evaluation being submitted to his/her file. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. The teacher shall sign such report to indicate he/she has read the report, and a statement to this effect shall accompany the signature, which in no way indicates agreement with the contents of the report. The teacher shall be given an opportunity to respond within 72 hours to and/or rebut this evaluation, and this rebuttal will become part of the teacher's file and be attached to the evaluation.

ARTICLE XXII TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS

1. No later than April 15 of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of all the known unfilled positions in the S.A.U. which are expected to be filled prior to the opening of school in September.

2. A teacher who desires a change in grade or subject area within S.A.U. 16 may file a written statement with the Superintendent no later than April 25. Such statement, which will be confidential until the teacher becomes a serious candidate, shall include the name of the school and the grade and/or subject to which the teacher desires to be assigned, in order of preference. The statement shall also include a request for a personal interview with the Superintendent and principal of the school at which the position is available, or with their designees. The individual's qualifications and the S.A.U.-wide balance of experience shall be considerations. The final decision pertaining to assignments rests with the School Board. The Superintendent shall notify the parties involved in writing of the Board's decision after such decision has been made.
3. In the event of change of assignment or transfer, the teacher involved shall be notified by the Assistant Superintendent of Schools. Upon the request of the teacher, a consultation with the Superintendent or his designee shall be held. If the teacher is dissatisfied with the decision, he/she may appeal to the School Board
4. Substitute teachers, when available, shall be provided for teachers who are absent from school, including art, music, and physical education.

ARTICLE XXIII SALARY SCHEDULE

1. In the 2005-2006 school year, a salary increase of 5% calculated utilizing the Bachelor's - Step #1 within the existing salary matrix as the base. [See the attached 2005-2006 salary schedule]
2. Beginning September 1, 2006 and each year thereafter through August 31, 2010, the Bachelor's base shall be increased by 2%, plus a cost of living adjustment (COLA) of not more than a 2.5% increase, for a total base increase not to exceed 4.5%. Base increase means a salary percentage increase calculated utilizing the Bachelor's - Step #1 within the existing salary matrix as the base.
3. The COLA adjustment percentage shall be determined by the Consumer Price Index for Urban Consumers (CPI-UC) - Boston-Brocton-Nashua, MA-NH-ME-CT as calculated by the U.S. Department of Labor, Bureau of Labor Statistics. The prior November percent change from twelve (12) months, not the seasonally adjusted figure will be used.
4. Thus, if the CPI-UC percent change from November to November is 1.5%, the applicable COLA adjustment would be 1.5% plus the guaranteed 2% base increase for a total Bachelor's base increase of 3.5%. In this example, the base salary for the 2006-07 year would be 3.5% of the 2005-06 base ($\$30,870 \times 1.035 = \$31,950$).
5. As each year's salary schedule is determined, it shall be appended to this Agreement.

ARTICLE XXIV DURATION OF AGREEMENT

- A. This Agreement will become effective on September 1, 2005, and shall remain in full force and effect until August 31, 2010, or until a successor Agreement is ratified by the parties.
- B. Successor Agreement: Any and all amendments/alterations to an existing Agreement, brought about during the term of that Agreement, shall be incorporated into/with the existing Agreement and the result constitutes the Successor Agreement.
- C. This Agreement constitutes the entire Agreement between the parties. Except with respect to Paragraph A above, his Agreement may not be altered, changed, added to, deleted from, or

modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

IN WITNESS whereof the parties have caused this Agreement to be signed by their respective duly authorized chairmen and attested to by their respective Secretary/Board Member this _____ day of _____, 2005.

EAST KINGSTON TEACHERS ASSOCIATION

By _____
Representing Teacher

Attested to by _____
Association Secretary

EAST KINGSTON SCHOOL BOARD

By _____
Representing Board Member

Attested to by _____
Board Member

**APPENDIX A
2005-2006 SALARY SCHEDULE**

EAST KINGSTON SCHOOL DISTRICT

2005 - 2006 TEACHER SALARY SCHEDULE

	BA	BA 15	BA 30	B 45/M	MA 15	MA 30
1	\$30,870	\$31,950	\$33,069	\$34,226	\$35,424	\$36,664
2	\$32,259	\$33,388	\$34,557	\$35,766	\$37,018	\$38,313
3	\$33,711	\$34,890	\$36,112	\$37,376	\$38,684	\$40,038
4	\$35,228	\$36,461	\$37,737	\$39,058	\$40,425	\$41,839
5	\$36,813	\$38,101	\$39,435	\$40,816	\$42,244	\$43,722
6	\$38,470	\$39,816	\$41,209	\$42,652	\$44,145	\$45,690
7	\$40,200	\$41,607	\$43,064	\$44,571	\$46,132	\$47,746
8	\$42,009	\$43,481	\$45,002	\$46,577	\$48,208	\$49,895
9	\$43,901	\$45,437	\$47,027	\$48,673	\$50,377	\$52,140
10	\$45,876	\$47,481	\$49,143	\$50,863	\$52,644	\$54,486