

AGREEMENT

between

THE EXETER EDUCATION ASSOCIATION

and

THE EXETER SCHOOL BOARD

2012 - 2014

ARTICLE I

RECOGNITION

- A. The Board recognizes the Exeter Education Association as the exclusive representative of all professional employees of the Exeter School District as defined below for the purpose of negotiating salaries, salary related benefits, and terms and conditions of employment. 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 in the discharge of its responsibilities, nor shall it preclude any professional employees from appearing before the Board in his/her own behalf on matters relating to employment by the Board.
- B. Professional employees are employees of the Exeter School District whose position requires certification by the State Board of Education under its regulations governing the certification of professional school personnel. Directors of Instruction, nurses, guidance personnel, and librarians shall be defined as professional employees for the purpose of this agreement. Superintendents, assistant superintendents, principals, assistant principals, teacher consultants, and business administrators or persons employed by the State Board of Education are excluded from this definition of professional employee.

ARTICLE II

RIGHTS OF THE PARTIES

- A. The Board, subject only to the language of the Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District. The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.
- B. The Association and its representatives may, in accordance with applicable Board policy, be granted the use of District buildings for meetings at such times that will not interfere with the normal operations of the School District and which will not entail additional costs for maintenance or custodial care.
- C. The Association and its representatives may post notice of Association activities and matters of Association concern in the teachers' rooms in each school building.
- D. The Association may be granted the use of teacher mailboxes for communications.

- E. The Association President or designee shall be given an opportunity to speak to the Exeter professional employees immediately following the scheduled orientation activities as coordinated with the Superintendent or his/her designee.
- F. Representatives of the Local, State and National Associations shall be permitted to meet with Association members concerning 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.
- G. If the NEA-NH Assembly of Delegates is limited to one (1) day in any given year, the Association shall be entitled to have five (5) members released without loss of pay to attend such meeting. In addition, the President of the Association or his/her designee shall be released at full pay not to exceed the equivalent of five (5) days per year for Association business.
- H. If an administrator meets with a professional employee to discipline that employee, and if that employee requests, he/she shall be entitled to have a representative from the Association present at the meeting.
- I. The Association may, in accordance with Board policy, be granted the privilege of using specific items of school office equipment at times when such equipment is not otherwise in use, providing all paper and supplies to be used are supplied by the Association and further providing the Association accepts the financial responsibility for any damage or maintenance charge which is incurred by such use.
- J. When public information is available and is requested by the Association from the School District Office, this information shall be provided within a reasonable time.
- K. The Association dues will be deducted from the regular salary paychecks of the Association member upon the request of the member. Deductions shall be in equal installments during the school year. Final date for a member to be eligible for payroll deductions is to be determined annually by the President of the Association and the School District Office. If an Association member leaves the district before the full dues have been deducted, the balance due shall be deducted from the member's final check provided that the final check covers the balance.
- L. At the end of each month, the School District will transmit all current month's dues and scholarship fund deductions to the Treasurer of the Association.
- M. The School District agrees to make regular deductions, which may be altered at any time of year, to the Service Credit Union if an Association member so requests. The request should be made ten (10) working days prior to the paycheck in which the deduction is to be effective. The School District will transmit all monies to the SCU within forty-eight (48) hours of the actual deductions.
- N. The School District agrees to make regular deductions to a tax sheltered annuity program if an Association member so requests. Such deductions may be initiated or changed by October 1, December 1, April 1, or June 1.

- O. The Board agrees to make available to the Association President and to an Association representative in each building a copy of the agenda on the morning of the day of the Board meeting. Copies of the minutes of the meeting will be forwarded by pouch to the aforementioned parties as soon as they are available.
- P. When a Board policy is established or an existing policy is changed, copies will be forwarded to the Association President as soon as they are available.
- Q. Each professional employee upon initial employment will receive a copy of the current Agreement, including appendices.
- R. The Association shall be entitled to a Board review of any change in Board policy and practice which affects the terms and conditions of employment upon written request by the Association.
- S. Any written complaint which is directed to a professional employee's supervisor by any parent, student or other person shall be promptly called to the attention of the professional employee.
- T. Upon reasonable notice each professional employee shall have the right to review his/her personnel file. The professional employee shall have the right to answer in writing any material filed and such answer shall be attached to the filed copy of material.
- U. The School District agrees to make regular payroll deductions as requested by the employee to the Exeter Education Association Scholarship Fund. Deductions shall be in equal installments during the school year and transmitted to the Treasurer of the Association at the end of each month.

ARTICLE III

NEGOTIATIONS PROCEDURES

- A. Negotiations will be conducted in accordance with the procedures outlined in RSA 273-A.
- B. Any agreement reached which requires the expenditures 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.
- C. In the event of an impasse, the cost for the services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be equally shared by the Board and the Association.

- D. Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between the declaring of the impasse and the annual meeting.

ARTICLE IV

SAVINGS CLAUSE

- A. 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 of the law, but all other provisions or application 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

STANDARDS CLAUSE

- A. All conditions and benefits specified in this Agreement will be maintained at the highest minimum standards throughout the Agreement period except as noted in paragraph B. This Agreement shall not be applied or interpreted so as to deprive employees of benefits provided through previous negotiations unless such benefits were knowingly omitted from a successor Agreement.
- B. The foregoing does not include the determination of positions within the school system, the setting of Board policy, or other matters that legally or traditionally fall within the prerogative of the Board.

ARTICLE VI

STAFF EVALUATION

- A. The parties recognize the importance and value of a procedure for evaluating the performance of both newly employed and experienced staff members for the purpose of identifying individual strengths and weaknesses and for improving the level of instruction in the School District.
- B. The Staff Evaluation Packet as adopted by Exeter School District will serve as the vehicle for staff evaluation. Each new professional employee will receive a copy of this packet when hired. The Superintendent shall, upon request in September, in any given year make fifteen (15) copies available to the Association and the Association shall inform all members of the bargaining unit of the availability of such packets. Changes to the packet or to the evaluation process shall, upon adoption by the Board, be sent to the Association President.

- C. Staff input into future staff evaluation changes is recognized as being highly desirable and the administration will continue to consult the staff in preparing and reviewing changes or additions. Final acceptance of any change will be the responsibility of the Superintendent and the Board.
- D. Each new professional employee will receive a copy of the Staff Evaluation Packet when hired. The Superintendent or his/her designee shall conduct an orientation of new professional employees as to the contents of the Staff Evaluation Packet no later than twenty (20) working days from the onset of employment.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition:

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

B. Initiation and Processing:

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.

Nothing in this procedure shall prevent the Association from processing any grievance under this procedure at level 1B and beyond. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

Failure at any level of this procedure to appeal a grievance 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.

1. Level One – Principal

- (a) A professional employee with a grievance will first discuss it with his/her principal or immediate superior, with the objective of resolving the matter informally. A verbal response shall be given to the grievant within three (3) days.
- (b) 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 on the appropriate form. A decision in writing shall be given to the grievant and the Association within five (5) days of receipt of the written grievance.

2. Level Two – Superintendent (or his/her designee)

If the grievance is not resolved to the grievant's satisfaction, or if no decision has been rendered with five (5) days by the principal, the grievant may appeal to the Superintendent in writing within (5) days. The Superintendent shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Upon conclusion of the meeting, the Superintendent shall render his/her written decision to the grievant, to the Association and to the administrators involved at the previous step of the grievance procedure.

3. Level Three – Board

If the grievance is not resolved to the grievant's satisfaction, or if no decision has been rendered by the Superintendent within five (5) days, the grievant may request and shall be granted a review by the Board. Such request must be made within five (5) days after receipt of the Superintendent's decision, and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board within five (5) days. The Board, or committee thereof, shall review the grievance and shall hold a meeting with the grievant. Within twenty (20) days of receipt of the appeal, 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.

4. Level Four – Arbitration

- (a) If the decision of the Board does not resolve the grievance to the satisfaction of the grievant or if no decision is rendered within twenty (20) days of the receipt of the grievance, he/she shall notify the Association within five (5) days of the receipt of the Board's decision. If the Association determines that the matter should be arbitrated further, it shall, in writing, so advise the Board within ten (10) days. The grievant will then initiate a request for arbitration to the Federal Mediation and Conciliation Service or the American Arbitration Association. The Federal Mediation and Conciliation Service or the American Arbitration Association will immediately after the receipt of the request 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) Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party. The decision of the arbitrator will be binding upon both parties.
- (c) The Board, the Grievant, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's meeting.
- (d) The Board and the Association recognize this agreement as a legal document and to that extent may utilize the courts to enforce such document.
- (e) The fees and expenses of the arbitrator will be shared by the Board and the Association equally.

C. Rights of the Professional Employee to Representation

1. An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or by the Association.
2. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the written grievance to the Principal, be notified by the Principal in writing that the grievance is in progress. The Association shall have the right to be present and present its position in writing at all hearing sessions concerning such grievances and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.
4. The Administration will grant the parties in interest and witnesses released time with pay from their duties to participate in the processing of the grievance.
5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the professional employee's personnel file.

ARTICLE VII

APPENDIX 1
GRIEVANCE NO: _____

EXETER SCHOOL DISTRICT

GRIEVANCE RECORD
(For use at level 1b, 2 and 3)

Level _____

Name of Grievant _____ Date Filed _____

Building _____

Assignment _____

Date of alleged violation or misapplication: _____

Article of the Agreement allegedly violated: _____

Statement of the grievance: _____

Nature and extent of the injury or loss involved: _____

Remedy Sought: _____

(Signature-Association Representative Present)

(Signature-Grievant)

Disposition by: Principal/Superintendent

Date answered: _____

Principal/Superintendent: _____

Grievance settled on the basis of Principal's/Superintendent's answer

Grievant: _____

ARTICLE VIII

FAIR SHARE

The Association agrees to represent equally all such professional employees in the Unit designated above whether they are members or non-members of the Association. If at any time a State statute gives the Board the authority to collect Fair-Share costs, then all non-members will be expected to pay a proportionate share of the cost of the collective bargaining. Such payments would be made beginning September 1 following the passage of a Fair-Share statute.

ARTICLE IX

WORKING DAY

- A. The work year for a professional employee shall be 185 days. It is understood by the parties that the determination of the starting time and closing time of the school day is the responsibility of the Board. A regular working day for a staff member shall be defined as a day not to exceed 430 consecutive minutes except as noted in B and C. In the event the Board considers a change in the starting time or closing time of the school day or change the number of periods in the school day, the Board will notify the professional employees affected by the proposed change and, upon request, will meet with a committee of professional employees selected by the staff of the building affected to discuss these changes.
- B. Professional employees must be present at assigned stations fifteen (15) minutes prior to the opening of school and professional employees are to remain in school fifteen (15) minutes after the close of a regular working day. Permission for early departure may be granted by the building principal to attend classes, meetings, or medical and dental appointments, providing such early dismissal does not disrupt the orderly operation of school activities.
- C. The school day for professional employees may be extended for the following:
 - (1) Individual instruction, counseling, and parent conferences which will be scheduled, except in unusual circumstances, at a time and place mutually convenient to the teacher and parties involved.
 - (2) Professional staff meetings, except those held during early release time, involving the entire building faculty shall be limited to two (2) per month except in case of emergency. These faculty meetings will be announced at least twenty-four (24) hours in advance and an agenda will be provided by 9:00 a.m. the morning of the meeting. Such meetings shall begin no later than fifteen (15) minutes after student dismissal and shall run no more than sixty (60) minutes.

(3) Assigned duties:

- a. Early morning duty is not to exceed thirty (30) minutes prior to the opening of school.
 - b. Elementary school bus duty is not to exceed twenty (20) minutes after the close of school except in cases of emergency.
 - c. These assigned duties will be distributed equitably among professional employees.
 - d. Librarians and school nurses may be asked to be at the school up to fifty (50) minutes prior to the opening of school or to remain up to fifty (50) minutes after the close of school providing the total working time does not exceed 430 consecutive minutes.
- D. Release time will be provided for preparation of I.E.P.'s and I.V.E.P.'s and for participation in pupil placement meetings. A substitute will be provided for this purpose four (4) days/quarters at each level. Those professional employees with the greater number of cases will be considered first for such release time. Release time is defined herein as a reduction of student contact time.
- E. Professional employees may leave the building during their unscheduled time provided they sign out in the principal's office prior to their leaving and upon their return.
- F. All professional employees shall receive a duty-free uninterrupted lunch period of thirty (30) minutes or the student lunch hour, whichever is greater.
- G. In the event of an extended day or double sessions at any school, the Association's President will appoint three (3) members (including the Negotiations Chairperson) and the Board Chairperson will appoint three (3) members to serve on an advisory committee to make recommendation, through the Superintendent to the Board. The Board reserves the right to change time schedules, which modifications could result in changes to the 430 minutes requirement in Section A above. If there is an extended day, double session, or change in the 430 minutes requirement, the Board and the Association agree to renegotiate the financial impact of such changes on employees in accordance with this Agreement. A professional employee, unless hired specifically for the purpose, may be asked, but will not be required to work a split shift, in either the extended day or double session.
- H. Elementary Working Day
Under the present elementary time schedule, all elementary professional employees shall be assigned no more than thirty (30) hours per week of student contact. Student contact time is defined herein as any time a professional employee is assigned to teach or supervise the behavior of students. Each professional employee will have at least two hundred-thirty (230) minutes of preparation time per week, with at least twenty-five (25) consecutive minutes scheduled each day. Two aides per building will be provided to cover noon recess duty for two hours per day. In case of

inclement weather the two aides will be used to supervise indoor recess. In addition to the two aides, professional employees may be assigned on a rotating basis to provide adequate coverage during indoor noon recess.

With the consent of the professional employee, a schedule may be arranged whereby the minimum daily preparation period may be waived provided that the professional employee receives five (5) preparation periods a week. It is agreed that in unusual circumstances individual teachers may consent to an assignment which would require additional student contact time.

- I. In cases of emergency, such as, but not limited to, fire or natural disaster, the parties agree that the provisions herein may be waived in the best interest of students as determined by the Superintendent or his/her designee.
- J. Part-time Employees

Whenever possible, all part-time positions will be scheduled by consecutive periods. All extra duty assignments will be pro-rated for a part-time position consistent with the schedule assigned to the part-time position.

If the position is scheduled for morning classes, then early morning duty will be assigned. If the position is scheduled for afternoon classes, then afternoon bus duty will be assigned. All part-time professional employees will be required to attend professional staff meetings unless released by their building principals.

ARTICLE X

VACANCIES AND TRANSFERS

- A. Notice of professional employee vacancies shall be posted in each school during the regular school year and sent to the Association President as soon as prepared. The notice shall be dated, indicate the position open, the location of the vacancy by school, any special requirements for the position, and the date applications cease to be accepted.
- B. During the term of this agreement, professional employees who desire a transfer of grade, subject area or school for the ensuing school year must file with the Superintendent before April 1, a written request, which shall include documentation of qualifications.
- C. The Superintendent or designee shall reply to a request for transfer to a posted vacancy by the professional employee as soon as practicable and in normal circumstances on or before May 15. If the request is denied, the professional employee may request a meeting with the Superintendent or designee to discuss the reasons for the denial.

- D. When the decision to make an involuntary transfer of grade, subject area, or school, has been made by the Superintendent, the professional employee affected will be notified in writing immediately. Such involuntary transfers shall be based on seniority whenever possible, with the least senior professional employee being transferred first. Upon request a professional employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer. If still dissatisfied the professional employee may request a meeting before the Board. Such meeting will be held within ten (10) days of the meeting with the Superintendent.
- E. The transfer decision is not grievable.

ARTICLE XI

REDUCTION IN FORCE

- A. In the event it becomes necessary to reduce the number of employees due to reasons of economy, program elimination, reduction in subject area, decrease in enrollment, or the consolidation or elimination of positions, the basis for the decision to terminate employees shall be performance and seniority. The quality of a professional employee's performance shall be assessed by the means of the procedure outlined in Article VI, Staff Evaluation. Among the professional staff those with less than three (3) consecutive years of experience in Exeter shall be terminated first providing there are fully certified and competent staff members qualified to replace them and perform all the assigned duties of the terminated staff member.
- B. Those professional employees with three (3) or less years experience in Exeter shall be considered for lay off first and those professional employees with four (4) or more consecutive years experience in Exeter shall be considered for lay off second. Such professional employees shall be reinstated in inverse order of their being laid off, if certified to fill the vacancies. Such reinstatement shall not result in a loss of credit for previous years of service. No new or more than one-half (1/2) year substitute appointments may be made while there are laid off professional employees available who are certified to fill the vacancies. Any professional employee laid off because of reduction in force shall have a letter placed in their professional file stating that said professional employee was not offered a new contract because of reduction in force. Such information shall also be contained in any requests for recommendation. Any professional employee so affected shall follow the procedures established by RSA 189-14 a and b. It is the responsibility of a terminated professional employee to notify the School District of availability for recall in writing prior to March 1st of each year.
- C. Notice of planned reduction shall be communicated to all employees when a final determination as to the extent of reduction is known. The Board shall make every effort to determine the number of resignations and retirements in any given year in order to avoid unnecessary terminations.

ARTICLE XII

PROFESSIONAL COMPENSATION

- A. The professional employees covered by this Agreement will be paid according to their choice of the following two options. The option selected shall remain in effect until the professional employee submits written notification of the change to the School District office by the appropriate date.
1. Option I: Payment during the school year from September to June in twenty-one (21) or twenty-two (22) bi-weekly paychecks, with the final paycheck issued on the final day of work.
 2. Option II: Payment divided into twenty-six (26) equal bi-weekly payments with twenty-one (21) or twenty-two (22) bi-weekly paychecks from September to June. The last four (4) or five (5) paychecks will be issued on the final day of work.
- B. Placement on the salary schedule at the time of hire shall be in accordance with professional employee's total years of experience, highest degree, and number of credits beyond said degree. Credit for an applicable experience will be applied equally to all teachers being hired. An experienced professional employee coming into the system shall be placed on the schedule step-for-step, up to eight (8) years of prior experience. Step-for-step matching on the salary schedule beyond step nine (9) may be granted at the discretion of the Superintendent and the Board. A professional employee with a break in service of greater than three years may be brought in on a lower step on the salary schedule at the discretion of the Superintendent. Forty (40) course credits approved by the Superintendent beyond a Bachelor's Degree shall be considered an equivalent to a Master's Degree for salary purposes. A professional employee may not advance beyond a Master's equivalency tract without the actual degree as of September 1, 1978. For salary purposes, placement beyond the master tract will be determined by the number of graduate credits earned by the professional employee after the degree was granted. Advancement beyond the Bachelor's tract and Master's tract will also result from credits earned through Staff Development after the receipt of the degree.
- C. Higher initial placement on the salary schedule shall be at the discretion of the Superintendent and the Board.
- D. Each professional employee may be advanced on the salary schedule until the maximum is reached, provided that the requirements for recertification have been met, that a professional attitude has been evident, and that there has been demonstrated an improvement or growth in teaching resulting in a generally satisfactory performance. Increments shall be awarded only by action of the Board upon recommendation of the Superintendent. If a professional employee is not to receive the customary increment, the professional employee will be notified in writing by March 1.

- E. For salary purposes, fifteen (15) Staff Development clock hours will equal one (1) college credit and is applicable for advancement on the salary schedule, in accordance with paragraph B above, except when taken during school hours. Clock hours received during school hours will apply to recertification but not advancement on the salary schedule. Staff Development credit for advancement on the salary schedule can only be earned while under contract to or on leave of absence from the Exeter School District. No more than six (6) credits from staff development sources will be recognized for track increase within each separate salary track.
- F. Upon approval of the Principal and the Superintendent, the Board reserves the right to grant increments in excess of those provided by the salary schedule to a professional employee who has made an unusual contribution to the school system.
- G. A review of professional employees at maximum will be made each year by the Superintendent to ascertain if any should be recommended to the Board for merit bonuses. When the bonus is granted, it shall be made part of the annual contract for the ensuing year only.
- H. In the event professional employees are required to work beyond 185 days, the compensation for each extra day shall be pro-rated 1/185 of the annual base salary.
- I. Professional employees excluding directors and nurses, required by school administrators to drive personal automobiles as a usual and customary part of their teaching duties shall be reimbursed upon submission of a voucher, at the IRS standard mileage rate. Reimbursement shall not be made for the occasional use of vehicles to attend professional meetings with the School Administrative Unit. All mandated special needs, reassignment and like meetings which require additional travel by professional employees shall be compensated in the above manner.
- J. Part-time professional employee's salaries and appropriate benefits will be pro-rated on a rate based on five (5) full days. Part-time professional employees who have met requirements for satisfactory performance will be advanced on the salary schedule and receive a pro-rated share of the increment. A professional employee who changes from part-time status to fulltime status will be placed at a step commensurate with their cumulative full time service.
- K. A professional employee who has been in the system for at least one (1) semester will be reimbursed for up to twelve (12) graduate credits for a one (1) year period in an amount of money equivalent to the in-state tuition cost per graduate credit hour at the University of New Hampshire. A professional employee will not be reimbursed for more than one course in the fall or winter sessions. However, exceptions can be made on this one (1) course limit by the Superintendent. A professional employee will be reimbursed upon the satisfactory completion of the work, submission of proof of payment of covered charges, and upon the recommendation of the Superintendent. Any course or courses must be approved in advance by the Superintendent in order for the professional employee to qualify under the provision. First year professional employees shall be eligible for course work reimbursement during the second half of their first year and during the summer following their first year. A professional employee receiving this assistance must agree to complete the next full year in the

Exeter School District or forfeit the above amount. A professional employee has from September 1st of one year to September 1st of the next year, or any twelve (12) month period in which to complete the approved course work.

- L. A professional employee is eligible for up to \$275.00 per contract year for conferences and non-credit courses. The amount used by the professional employee will be deducted from his/her allowable course reimbursement total. The Superintendent or his/her designee must approve all requests before attendance.
- M. Salary schedule adjustments as a result of professional advancement must be submitted to the District Office by August 15 of the ensuing year. The August 15 deadline will be extended if a professional employee is taking a course which ends after August 15. In this case, the professional employee will provide the District Office with written verification of enrollment in the course by August 15. Professional advancement shall mean receiving a college degree or completing college credits or Staff Development clock hours that will designate a move on the tracts on the salary schedule.
- N. In 2012-2013, the School District will furnish to its professional employees an eighty-five (85) percent premium payment of either the family, two person, or individual coverage of the New Hampshire Municipal Association (LGC Health Trust) Blue Choice Plan (BC3T10-Rx \$5/15/30). Anyone selecting the Comp 100 Rx 5/15/30 or the JW Rx 5/15/30, the District will furnish a sixty-five (65) percent premium payment of either the family, two person, or individual coverage. In 2013-2014, the School District will furnish an eighty-three (83) percent premium payment of either the family, two person, or individual coverage for the BC3T10-Rx \$5/15/30 named above. The District's contribution to the Comp 100 and JW plans named above will remain at sixty-five (65) percent.

A professional employee may elect HMO coverage offered by the Health Trust. The plan (MTB15IPDED) requires a \$15 co-payment on office visits with a prescription provision of \$5/15/30. The School District will furnish to its professional employees who elect this HMO option a ninety (90) percent premium payment for the family, two person, or individual coverage.

The School Board and the Exeter Education Association agree to establish a joint committee to explore other medical insurance options and vendors. Any change in existing coverage or vendors must be by mutual agreement of the Exeter School Board and the Exeter Education Association.

- O. If a professional employee volunteers in writing, and by submission of the appropriate form which will be available from the Personnel Director, not to participate in the medical plan, the Board will provide said employee with a stipend of \$500.00. This provision requires annual notification by the professional employee to the Superintendent no later than June 20th of the year prior to the voluntary cancellation of benefits.
- P. Life insurance will be issued to each professional employee with 100% payment of the premium paid by the School District. Coverage will be a \$40,000 life/\$40,000 A.D.

& D. term policy for each professional employee. The School District will furnish to part-time professional employees a pro-rated payment for said plan the balance of which said part-time professional employee shall pay the district.

- Q. The School District will furnish to its professional employees 100% payment of a one person Northeast Delta Dental Plan or similar plan mutually agreed upon. The plan will contain the following: Plan 3A, 100% coverage A, 80% coverage B, 50% coverage C, \$1000 yearly maximum. If a professional employee voluntarily chooses not to participate in the above dental plan, the professional employee shall receive a \$50 cash payment. The school district will pay this cash payment to the employee no later than October 15 each year.

Professional employees will have the option to purchase dependent coverage if there is sufficient demand to meet insurance company eligibility requirements.

The School District will furnish to part-time employees a pro-rated payment for said plan the balance of which said part-time employee shall pay the District.

- R. Professional employees will have access to an internal revenue code Section 125 flexible benefit plan. The plan allows for pre-tax treatment of insurance premium contributions and unreimbursed medical and dependent day care expenses.
- S. When a professional employee shall leave the service of the School District between September 1 and the final day of school in June of the contract year concerned, his/her contract salary will be pro-rated on the basis of 1/185 for each day he/she was in service. His/her final paycheck will reflect the per diem rate based on the 185 formula. For those professional employees who complete their assignments through the final day of school in June and leave the service of the School District during the summer, payment of salary will be made in full less any obligations due the District, according to the contract.
- T. A committee consisting of five (5) members selected by the EEA and five (5) members selected by the Board will conduct a study to explore methods of compensation for teachers, to include performance based plans and salary schedules.

ARTICLE XIII

SICK LEAVE

- A. Sick leave is interpreted to mean absence from school due to sickness or medical needs of the professional employee. Each year a professional employee is entitled to fifteen (15) days sick leave if needed. This is cumulative to one hundred (100) days per professional employee. Professional employees will be given a written accounting of their accumulated sick leave every September. After expiration of sick leave, the professional employee shall receive the difference in salary between the substitute and himself/herself until such time as a contract is issued to another professional employee. Should a professional employee be absent from school due to sickness or medical condition for a period exceeding seven (7) consecutive days, the

professional employee's supervisor may request medical verification of the existing condition.

B. Sick Leave Bank – The Board shall recognize a Sick Leave Bank.

1. The Association will establish a Sick Leave Bank Committee of not more than six (6) members with one (1) representative from each building, and a Board member.
2. The Sick Leave Bank Committee and the District Office shall keep a record of the current total number of days in the Sick Leave Bank.
3. Upon receipt of written authorization therefore, signed by the professional employee, the District shall:
 - a. deduct one (1) day from that professional employee's unused sick leave.
 - b. add one (1) day to the Sick Leave Bank.

These written authorizations must be received by the District Office by September 15 for all contributing professional employees who are on a year long contract. Any professional employee who joins the District after September 1 and who wished to contribute to the Sick Leave Bank shall have two (2) weeks from the day he/she assumes his/her duties to get his/her written authorization to the District Office.

4. The District Office shall notify the Chairperson of the Sick Leave Bank of the name of the professional employee and his/her school assignment whenever a professional employee joins the District after September 15.
5. The Sick Leave Bank shall become effective on September 15 for all contributing professional employees on a year long contract, and upon receipt of his/her written authorization by the District Office for any contributing professional employee who joins the District after September 1.
6. In the event any contributing professional employee has used all accumulated sick leave because of extended, chronic illness, he/she shall apply to the Sick Leave Bank Committee for additional sick days to be drawn from the Sick Leave Bank.
7. The Sick Leave Bank Committee shall be responsible for the approval of professional employee applications for Sick Leave allocations and shall notify the District Office and the professional employee of approved allocations. The District shall then withdraw the approved days from the bank.
8. The Sick Leave Bank shall accumulate only to the number of participating members and shall be fully depleted at the end of each school year and cannot be transferred to any account. The end of each school year is defined as the last working day for professional employees.

9. 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.

10. If the Sick Leave Bank is depleted before the end of the school year, it will cease to operate until the beginning of the next school year.

C. Pregnancy – disabilities arising from pregnancy shall be treated as any other disability and in accordance with Federal Law (Public Law #95-552).

D. The Board agrees to pay 60% of all unused accumulated sick days (one hundred (100) days maximum) to any professional employee who retires from the system after the age of fifty-five (55). This provision will be a cash payment at the per diem rate which the professional employee last earned. To be eligible for such benefit the professional employee must have worked their last three (3) school years in the Exeter School System. Any newly hired teacher beginning with the 2003-2004 contract year must work ten (10) school years in the Exeter School System to be eligible for this benefit. The professional employee retiring must notify the Superintendent by letter no later than January 10 of the year prior to their last teaching year in order to receive this benefit upon retiring. If the teacher does not notify the Superintendent he/she will receive the benefit not later than the fiscal year following his/her retirement with a penalty deduction of 15% from the amount due for failing to meet the basic notification requirements.

Any Professional employee who qualifies under this article who suffers a catastrophic illness during the last year and a half of service, may petition the Board to freeze the professional employee's sick time at the level it was at prior to the catastrophic illness. The decision of the Board is final and not grievable

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

Professional employees will be entitled to the following temporary leaves of absence, with full pay, each school year.

A. Personal Leave –

Each professional employee is entitled to five (5) days personal leave with pay each year to perform functions which cannot be performed in other than school hours.

A professional employee taking a personal day should make such a request to his/her building principal at least seventy-two (72) hours prior to departure. The seventy-two (72) hour notice may be waived by the principal, depending on the situation.

Any professional employee requesting personal days prior to a holiday or vacation period or immediately following a holiday or vacation period must obtain approval from the Superintendent through the building principal.

B. Bereavement Leave –

Each professional employee is entitled to three (3) days leave of absence because of death in the immediate family of the professional employee. Immediate family for bereavement leave is hereby defined to mean spouse, domestic partner, parents, children, brothers, sisters, mother-in-law, father-in-law, grandparents, or a blood relative or ward residing in the same house.

C. Military Leave –

Time necessary for persons called into temporary active duty in any unit of the U.S. Reserve or State National Guard shall be granted, provided such obligation cannot be fulfilled on days when school is not in session. In such cases, professional employees will be paid the difference between their regular professional employee's salary that would have been paid and their Reserve or National Guard pay received, for up to a maximum of four (4) weeks during any school year.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Leave of Absence –

1. The Board will consider requests for leaves of absence without pay or benefits submitted by professional employees. Normally the duration of a leave shall be no more than one (1) year. A professional employee may request a leave extension due to unusual or extenuating circumstance. All leaves of absence shall be considered in accordance with Board policy.
2. The professional employee who has been granted a leave of absence may arrange with the District Office to continue payments to Blue Cross – Blue Shield, tax-sheltered annuities, life insurance and credit union. Such payments would be by the professional employee to the District Office in advance of the month due.
3. Such leaves are to be without loss of accumulated sick leave and seniority.
4. Failure to return to school at the end of the leave shall be deemed as a resignation and any district obligation with respect to re-employment shall be thereby waived/discharged.
5. Confirmation of intent to return from an extended leave of absence shall be given to the Superintendent by April 1 of the professional employee's intention to return at the start of the fall term.

B. Military Leave –

Military leave, without pay or any other benefits, of up to two (2) years will be granted to any professional employee who is inducted or enlists in time of national emergency in any branch of the Armed Forces of the United States.

Upon return from such leave, a professional employee will be placed on the salary schedule at the level which would have been achieved had that professional employee remained actively employed in the system during the period of the professional employee's absence.

C. Professional Leave –

Leave for service to a professional teachers' organization for up to one (1) year without pay may be granted on approval of the Superintendent and ratification of the Board.

D. Child Bearing or Child Rearing Leave –

1. Child Bearing

- a. The professional employee shall be granted upon request, an unpaid leave of absence for up to ninety (90) continuous school days to begin at any time during pregnancy or after the birth of the baby.
- b. Upon return she shall be placed in her same position.
- c. Within the ninety (90) day period, the professional employee shall be granted upon request a leave of absence without pay which shall terminate at the end of the school year next following the birth of the child unless otherwise mutually agreed upon by the professional employee and the District. Confirmation of intent to return from leave shall be given to the Superintendent by May 20 for professional employees intending to return at the start of the fall term.
- d. Upon her return she will be placed in the same or a similar position for which she is qualified.
- e. The professional employee will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence and will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of month due.

2. Child Rearing and Adoptive Leave

- a. Any professional employee upon request shall be granted up to one 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 at least thirty (30) days prior to the date on which the leave is to begin except in cases of emergencies.
- b. Any professional employee may request a one (1) year adoptive leave. The professional employee shall notify the Superintendent 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 month due.
- e. Upon return the professional employee shall be placed in the same or a similar position for which the professional employee is qualified.
- f. Confirmation of intent to return from leave shall be given to the Superintendent by May 20 for the professional employee's intention to return at the start of the fall term.

E. Sabbatical Leave –

- 1. A full time professional employee of the School District having served for seven (7) consecutive full years shall be eligible for sabbatical leave for one (1) year at half (1/2) salary of the year on leave, or one half (1/2) year at full salary of the year on leave. There shall be a review committee comprised of three members selected by the Association and two members selected by the Board which shall review and evaluate all applications and shall make recommendations prior to the Superintendent recommending leaves to the Board.
- 2. Two percent (2%) of the full-time professional staff, increased to the nearest whole person, shall be the number authorized each year for sabbatical leave. Should there be a greater number of eligible requests than there are authorized leaves, the Board will award the available leaves on the basis of merit of the proposal, longevity, and quality of service to the schools as recommended by the Superintendent. Should the review committee and the Superintendent mutually agree that there are not sufficient numbers of applications which meet the standard of merit of the proposal, the committee and the Superintendent may recommend fewer than the maximum number of leaves.
- 3. If the review committee and the Superintendent mutually agree to grant fewer than the authorized number of sabbatical leaves in accordance with Article XV E 2, \$18,000 from the sabbatical replacement account shall be allocated to a Professional Growth Fund. All professional staff shall have equal access to the fund. The funds may be used for, but not limited to, the following activities: workshops, seminars, symposia, curriculum development, institutes, non-credit courses and regional and national conventions.
 - a. A review committee comprised of three members selected by the Association and three members selected by the Board shall review and evaluate the applications. The review committee shall select the applicants to be funded from the Professional Growth Fund.

- b. Monies to provide substitute teachers shall be provided by the Professional Growth Fund.
- 4. Requests for sabbatical leave must be submitted in writing to the Superintendent not later than December 20 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, as if he/she had not been on leave or return all leave salary.

Upon his/her return whenever possible he/she shall be placed in his/her same position. All benefits normally received by the professional employee except for sick leave and temporary leaves will be continued during his/her sabbatical leave.

ARTICLE XVI

JUST CAUSE

- A. Professional employees shall not be disciplined or discharged except for just cause. Such discipline or discharge shall exclude non-renewal of first, second, and third year teachers.
- B. Where arbitration is elected by an aggrieved employee as the method of resolving any dispute arising under this Article, such arbitration will preclude any otherwise applicable grievance mechanism provided by other administrative tribunals except the State Board of Education.

ARTICLE XVII

INDIVIDUAL CONTRACTS

- A. The parties agree that in the event no agreement is reached prior by March 20 on terms and conditions of employment for an ensuing school year, that individual contracts will be based on the cost-item provisions of the most recent agreement in effect subject only to the District's appropriation being sufficient to implement such provisions.
- B. The individual contracts will be issued with a cover letter to state that the terms of the individual contract will be amended to reflect any changes which result from a successor agreement between the Association and the Board.
- C. Individual contracts may not include provisions contrary to the stipulation in this agreement which agreement remains in effect until a successor agreement is signed.
- D. All professional employees shall be given written notice of their assignment for the forthcoming school year no later than July 15.

ARTICLE XVIII

**EXETER
SALARY SCHEDULE
2012-2013**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	40,807	43,314	46,439	48,881	52,237
2	41,187	43,930	47,628	50,567	54,174
3	42,936	45,951	49,806	52,899	56,661
4	44,916	48,066	51,785	55,335	59,272
5	46,973	50,276	54,185	57,879	61,992
6	49,134	52,579	56,730	60,598	64,904
7	51,402	55,003	59,402	63,449	67,953
8	53,754	57,532	62,136	66,363	71,088
9	56,235	69,184	64,990	69,419	74,353
10	59,957	64,035	69,435	73,837	78,632

**EXETER
SALARY SCHEDULE
2013-2014**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	41,460	44,007	47,182	49,663	53,073
2	41,846	44,633	48,390	51,376	55,040
3	43,622	46,686	50,603	53,745	57,568
4	45,634	48,835	52,614	56,220	60,220
5	47,725	51,080	55,052	58,805	62,984
6	49,920	53,420	57,638	61,567	65,943
7	52,224	55,883	60,352	64,464	69,040
8	54,614	58,453	63,130	67,425	72,225
9	57,135	61,147	66,030	70,530	75,542
10	60,916	65,060	70,546	75,019	79,890

LONGEVITY BONUS

Upon completion of fifteen (15) years of service in Exeter, teachers shall receive ninety (\$90) for every year of Exeter teaching experience.

ARTICLE XIX

EXTRA DUTY ASSIGNMENTS

- A. All professional employees are expected to participate in the extra-curricular or extra-duty programs of the schools. Professional employees who participate in major activities or supervisory duties requiring more than the average time, responsibility, involvements, or training, will be paid an additional sum over and above their basic salary according to the following schedules.

This addition to basic salary is paid only after the Board has acted officially to appoint a professional employee to one (1) or more assignments upon the recommendation of the Superintendent. All appointments are for one (1) year (July 1-June 30). The Board reserves the right to dismiss a professional employee from an extra-duty assignment for incompetence or other sufficient reason at any time during the contract year; in such event, the duty will be prorated.

- B. Each professional employee will receive a contract upon his/her appointment to the paid position.
- C. Payment for athletic activities and extra-curricular activities, such as student council advisor, etc. shall be made by separate check in accordance with the W-4 forms of the professional employee on file in the business office.
- D. All extra-duty assignment vacancies shall be posted in each school building that is open during the school year as soon as prepared. The notice shall be dated, indicate the position open, the location of the vacancy by school, any special requirements for the position and the date applications cease to be accepted.
- E. The Board reserves the right to reduce extra-duty assignments for budgetary reasons.
- F. The allocation of these funds will be determined by a joint committee comprised of four representatives selected by EEA, and four representatives selected by the Board.

EXTRA PAY STIPENDS

[The following stipends will apply to each person who operates under such titles]

DIRECTORS	2012-2013	\$4,626
	2013-2014	\$4,700

ELEMENTARY INSTRUCTION [K-5]
 ENRICHMENT [K-5]
 FINE ARTS [K-5]
 INFORMATION SERVICES [K-5]
 PHYSICAL EDUCATION and HEALTH [K-5]
 SPECIAL EDUCATION [PRE-5]

NOT CLASSIFIED POSITIONS

DETENTION DUTY [3-5]	2012-2013	\$2,145
	2013-2014	\$2,180

STUDENT COUNCIL ADVISOR	2012-2013	\$2,776
	2013-2014	\$2,820

STUDENT PLAY ADVISOR(S)	2012-2013	\$1,352 per advisor, per play
(up to 3 advisors x's 2 plays per yr)	2013-2014	\$1,374

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ARTICLE XX

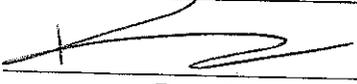
DURATION OF AGREEMENT

- A. This agreement shall become effective on September 1, 2012, and shall remain in force and effect until August 31, 2014.
- 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 shall constitute the Successor Agreement.

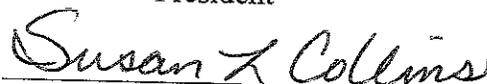
This Agreement constitutes the entire Agreement between the parties. This Agreement may not be altered, changed, added to, deleted from, or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

IN WITNESS whereof, the parties have caused this Agreement to be signed by their respective duly authorized chairpersons, and attested to by their respective Secretary/Board Members this
14th day of March, 2012

EXETER EDUCATION ASSOCIATION

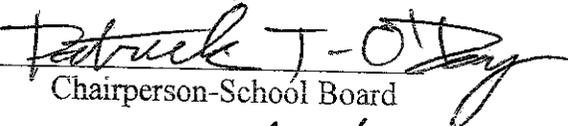
by 

President

by 

Chairperson-Negotiations

EXETER SCHOOL BOARD

by 

Chairperson-School Board

by 

Chairperson-Negotiations

ARTICLE XX

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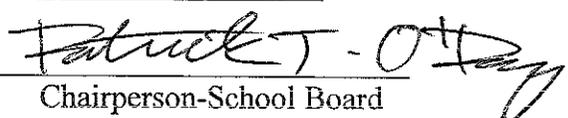
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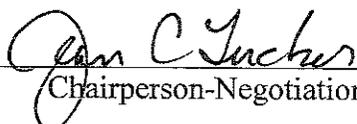
EXETER EDUCATION ASSOCIATION

by 
President

by 
Chairperson-Negotiations

EXETER SCHOOL BOARD

by 
Chairperson-School Board

by 
Chairperson-Negotiations