MAY 08 2007

AGREEMENT

Between

FALL MOUNTAIN REGIONAL SCHOOL DISTRICT

SCHOOL BOARD

And The

FALL MOUNTAIN

TEACHERS ASSOCIATION, INC.

2007 – 2010

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PREAMBLE

This Agreement entered into this 4th day of January, 2007, by and between the Fall Mountain Regional School Board, hereinafter referred to as the "Board," and the Fall Mountain Teachers Association, Inc., affiliated with the New Hampshire Education Association and National Education Association, hereinafter referred to as the "Association,"

WITNESSETH

WHEREAS The Board and Association recognize and declare that providing a quality education for the Children of the Fall Mountain Regional Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

WHEREAS The members of the teaching profession are particularly qualified to assist in the formulation of policies and programs designed to improve educational standards in an advisory capacity; and,

WHEREAS The Board, under the laws of the State of New Hampshire, has the exclusive responsibility to determine the policies of the Fall Mountain Regional School District; and

WHEREAS The Board has an obligation to bargain under the provisions of RSA 273-A; and,

WHEREAS The parties have reached certain understandings which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

1.1 For purposes of collective negotiations, the Board recognizes the Association as the (exclusive) representative of all teachers of the Fall Mountain Regional School District as certified by the State of New Hampshire Public Employee Labor Relations Board, hereinafter referred to as the PELRB. The term "teacher" shall include all classroom teachers, librarians, guidance counselors, and nurses, but shall exclude administrative employees and supervisory employees as defined in RSA 273 A-8 II, and excluding all other employees.

1.2 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

1.3 Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement shall refer to those professional employees who serve in an administrative and/or supervisory capacity full-time or more than half-time.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Except as otherwise provided in this Agreement or otherwise agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision and direction of the staff, are vested exclusively in the Board, and this Agreement shall not be so construed so as to limit or impair its respective statutory powers, discretions or authorities.

ARTICLE III

UNIT OF CERTIFICATION

3.1 The Board agrees to negotiate with the Association using the procedure defined in Article IV, so long as the Association is certified as the exclusive bargaining agent by the New Hampshire Public Employee Labor Relations Board and until such time the Association is decertified.

ARTICLE IV

NEGOTIATION PROCEDURES

4.1 On or about September twentieth (20th) of the prior year in which this Agreement expires, and subject to compliance with Article XXII, either party may, in writing by certified mail return receipt requested, notify the other party of its desire to terminate or modify the terms and conditions of this Agreement and shall submit no later than October first (1st) at a meeting with the Board, its proposals. The parties shall, thereafter, meet, confer and negotiate in a good faith effort to reach a mutual understanding and agreement.

4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement. Both committees shall attempt to make a good faith effort to secure ratification.

4.3 The Board agrees to supply the Association with such non-confidential information as is in the Board's possession and is requested by the Association.

4.4 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.

4.5 If the additional public funds for implementing the agreement reached by both parties as set forth in Article IV, Sec. 4.4 are not approved at the Annual School District Meeting or at any specially called School District Meeting in any one (1) fiscal year and/or after full compliance with Article IV, Section 4.1 through Section 4.4, negotiations shall be reopened for economic issues only. Mediation may be requested by either party.

4.6 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, the provisions set forth in RSA 273-A:12 Resolution of Disputes shall establish such procedures in resolving disputes.

4.7 Determination and/or recommendations under the provisions of Section 4.5 and 4.6 of this Article IV will not be binding upon the parties.

4.8 The cost for the services of the mediator and/or fact finder including per diem expenses, if any, will be shared equally by the parties.

4.9 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view and make proposals and counter proposals.

4.10 The budget submission date for purposes of this Article IV shall be the second Tuesday in January, as set forth in RSA 40:13, II-a (b).

4.11 A copy of any agreement reached herein under will be filed with the PELRB within fourteen (14) days of its execution.

4.12 The parties may, by mutual agreement, pass over mediation and go directly to fact finding.

ARTICLE V

ASSOCIATION RIGHTS

5.1 The Association shall have the right to use school buildings at reasonable times, without cost for meetings. Request for the use of buildings shall be made to the principal in advance. The Association shall, however, pay any additional cost incurred by the Board in granting this use.

5.2 Upon request, the Association will be given an opportunity at building faculty meetings to present brief reports and announcements.

5.3 The Association, will, upon request, be given a place on the agenda of the Orientation Program for new teachers.

5.4 The Association will have the right to post notices on its activities and matters of teacher concern on teacher bulletin boards provided for that purpose.

5.5 The Association may, with permission from the building principal, use school equipment, normally used by teachers, for Association activities. However, expendable materials will be at the expense of the Association.

5.6 During the term of this Agreement, the rights set forth in this Article shall not be granted to any other bargaining agent.

5.7 Rights granted to the Association under this Article V shall not, in the judgment of

the Board, be disruptive or injurious to the Fall Mountain education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary or capricious.

5.8 Representative(s) of the New Hampshire Education Association shall be allowed to conduct Association business on school property at all times provided such business does not interfere with the scheduled teaching or supervisory duties of the District's employees. In any event, the representative shall inform the building principal of his presence and whom he wishes to see.

5.9 Association representative(s) shall be free to conduct Association business at all times, provided such business does not interfere with the representative's scheduled teaching or supervisory duties, or that such business does not interfere with the scheduled teaching or supervisory duties of other teachers.

5.10 Upon notification by a teacher (see Appendix D attached hereto,) the Board will deduct for professional association dues.

5.11 The Association shall be granted an aggregate total of up to three (3) days off per year with pay so that officers may attend official Association events such as the annual State Delegates Assembly and the National Representative Assembly or to conduct official Association business.

ARTICLE VI

EVALUATION AND PERSONNEL FILES

6.1 The parties agree that a sound evaluation of teacher performance and effectiveness is a valuable asset in improving and building the educational community.

6.2 Each teacher in the Fall Mountain Regional School District shall be made aware of the District's evaluation plan no later than October fifteenth (15th) of each year. Supervisory personnel responsible for the evaluation of teachers shall be trained for that purpose.

6.3 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. Teachers are under observation and evaluation by the Administration on a daily basis. Written evaluations done by the evaluator or principal shall be conducted openly and with full knowledge of the teacher.

The provisions of this Section 6.3 shall not apply to material of a confidential nature acquired by the Board when initially employing a teacher.

6.4 The administrator/evaluator shall prepare and submit a written report and recommendations to the teacher within five (5) days of the observation. If the administrator/evaluator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms including ways in which the teacher is to improve.

6.5 The teacher will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer.

6.6 The administrator/evaluator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations. Such a conference shall be held within five (5) days of the submission of the written report to the teacher.

6.7 A teacher will have the right, upon request, to review the contents of his personnel file, during regular office hours and to make copies of such at his expense.

6.8 The parties recognize and agree that, subject to the provisions of this Article VI, teacher evaluation is a supervisory function and the sole responsibility of the Board.

6.9 Any complaint against a teacher or person for whom the teacher is administratively responsible by any parent, student or other person will be promptly called to the attention of the teacher. The teacher shall be provided with the name of the person making the complaint. Complaints shall not be incorporated into the teacher's evaluation or personnel file unless the teacher has been informed and the complaint has been investigated and a notation of the results of the investigation made.

ARTICLE VII

CONSULTATION ON EDUCATIONAL PROGRAMS

7.1 The Board desires the participation of its professional educational personnel in the development of sound educational programs for the school children of the district. In connection with making major changes in educational programs, including any new system of teacher evaluation, the Superintendent shall notify the President of the

Association and shall consult with the Association's President (or his designee), if requested to do so. The President of the Association may submit to the Board through the Superintendent any recommendations for major changes in the educational programs. The Board shall give due consideration to such recommendations of the Association. Action by the Board under this Article VII shall not be subject to the Grievance Procedures of this Agreement.

ARTICLE VIII

TEACHER EMPLOYMENT

8.1. The Board agrees to employ only those teachers who hold at least a bachelors degree from an accredited college or university and are certifiable by the New Hampshire State Department of Education. This provision shall not apply in the instance where the availability of personnel is critical and an appropriate waiver is granted by the New Hampshire State Department of Education.

8.2 Teachers shall not be assigned outside the scope of their teacher certification and major or minor field of study except temporarily and for good cause.

8.3 For purposes of this Agreement, the period of service shall not be more than one hundred eighty-eight (188) days, to be allocated as follows:

Regular School Days	180
Pre-School Year Faculty Meetings	1
Parent-Teacher Conferences	2
Teacher In-Service	2
Teacher Planning Days	2
Professional Development Day	1
Total Contract Days	188

The agenda for the Teacher Planning Days will be set by the teaching staff in each building, and shall be used for teachers to plan curriculum and/or curriculum development only. The Teacher Planning Days will be scheduled either immediately prior to the first day of school, during the school year, and/or after the last day of school, but no later than June 30. The Professional Development Day shall be scheduled in the fall and devoted to any activity that furthers the individual teacher's Staff Development Plan. Parent-Teacher Conferences will be scheduled to accommodate and meet the needs of parents.

Two (2) weeks notice will be given for make-up days.

Teachers new to the District may be required to report one extra day.

8.4 Teachers employed by the District will be given an individual contract (See Appendix C attached hereto) each year of their employment up to and including their third (3rd) year of continuous employment in the District. Teachers reemployed by the District after three (3) continuous years of service shall be given an individual notice of employment (see Appendix C1, attached hereto) setting forth their teaching assignment and annual salary. The notice of employment shall require that teachers certify they hold a valid New Hampshire certificate, license, or permit to teach. The Board agrees to pay for the State mandated recertification fee.

The individual contract shall be subject to and consistent with the terms and conditions of this Agreement.

8.5 The workday shall begin for those teachers who have assigned duties at a time consistent with the individual schedules of each building. Those teachers who do not have duties before the start of the school day shall be required to report twenty (20) minutes prior to the first scheduled homeroom or class in their building each day. The workday for teachers will end at such time as necessary to carry out their professional duties including, but not limited to, faculty meetings, conferences with parents or students, extra help, open house, or conferences with administrators as required. Such meetings shall be of reasonable duration. Otherwise, the teacher workday shall end ten (10) minutes after the last period or class in their building each day, except for those teachers who have assigned duties consistent with the individual schedule of each building. In-service activities or workshops that are required of teachers by administrators will be conducted during the time regular classes are scheduled.

8.6 The Board will make every effort to provide a thirty (30) minute duty-free uninterrupted lunch period. In the event that a thirty minute lunch is not available for all teachers, a committee made up of three teachers appointed by the Association and three persons appointed by the Board shall study the situation and issue a report with recommendations as to how the thirty minute lunch period might be implemented for all teachers prior to the next annual District meeting. However, in no instance shall it be less than twenty (20) minutes. When a thirty (30) minute time period is not scheduled, teachers of self-contained classrooms will be provided a fifteen (15) minute relief period each day.

8.7 Teachers will be notified of their employment status and teaching assignments on or before April 15th, and will return their contract signed, no later than May 15. In the event a teacher rejects a reassignment, the teacher shall be employed to fill any open position which may then be available, provided the Superintendent recommends to the Board that the teacher is qualified and certifiable. A teacher's refusal to accept the reassignment, or any open position which then may be available shall constitute a termination of contract without prejudice. Any change in assignment after April 15th shall be considered an involuntary transfer and shall be effected only for cause.

8.8 When involuntary transfers are effected for a necessary reduction in a school's staff allocation due to reduced student enrollments or the closing and/or consolidation of a building, resignations or leaves of absence, said transfers will be made on the basis of years of service in the District; that teachers in the affected building possessing the least amount of service and applicable certification being transferred first. Such transfer shall be for a period of not to exceed one (1) year.

8.9 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent no later than August 20th of any contract year. Time requirements specified in this Section 8.9 may be extended by mutual agreement.

8.10 The Board agrees to submit to the Association for its consideration, suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. The Board reserves the right to establish the school calendar and to make appropriate changes at any time.

8.11 Professional Development

The Board recognizes the value of professional growth and wishes to encourage teachers to advance their education for benefit of all District students. The Board will, therefore, provide funding for professional growth as follows:

A. Staff Development - Non Credit

Staff Development shall include workshops, seminars, conventions, etc. and shall be administered including compensation decisions, by the Staff Development committee in accordance with the Staff Development Master Plan (2006-2011).

B. Staff Development - Credit/Non-Matriculated

1. A pool of funds of at least $40,000 for each year of this agreement

shall be budgeted to encourage any teacher to enroll in course work for which credit is given.

2. The Board desires to enroll teachers in any course work that will improve their:

   a. knowledge of subject(s) or field of specialization(s)
   b. professional skills
   c. knowledge of learners and learning
   d. knowledge of the school's role, organization and operation, or
   e. any other exploratory or innovative activities.

3. The Board desires to provide training to a wide array of staff members so that all of the district's students will benefit. Thus, to ensure that the Board's commitment of professional development funding is used by as many staff members as possible, teachers shall be limited to the cost of four credits per year at the University of New Hampshire rates. Applications for enrollment shall be made by April 15 of each school year and may be for a course that is scheduled any time during the school year. Applications shall be on a first-come, first-serve basis.

4. In the event that funds remain unused after April 15, teachers who have not yet applied for funds or who wish to enroll in an additional course are encouraged to apply, as funds cannot be carried over from one year to the next. Applications shall be funded on a first-come, first-served basis.

5. Teachers must not register for courses directly with the college, as no reimbursement will be made if they do so. Registration will be done through the Superintendent's Office. For this to occur, teachers must send to the Superintendent's Office a completed registration form and a completed copy of Appendix F. If a teacher is not enrolling at a UNH school, then a personal check for the additional tuition, if any, must be included.

6. Courses may be applied towards recertification in a teacher's subject area(s) as set forth in the Staff Development Master Plan.

7. The Superintendent or his designee shall evaluate applications for tuition reimbursement according to the five criteria stated above and shall advise the applicant of the status of his request within five (5) business

days.

C. Advanced Degree Program

1. A teacher, to enroll in an approved college or university program leading to an advanced degree, may use the Advanced Degree Program.

2. The Staff Development Committee in accordance with the Staff Development Master Plan (2006-2011) shall administer the Program, including enrollment decisions. The committee, after reviewing the application, shall follow the enrollment procedure found in B-5 above.

8.12 A fund of money, not to exceed $10,000, shall be set aside each year of this agreement to pay teachers at a rate of $135.00 per day for any summer projects. Teachers may apply for summer funds for independent summer projects, district training sessions, committee work or curriculum development/program development. Applications will be approved and granted based on alignment with the district and/or building goals and objectives by a committee of administration and teachers. Said committee will consist of two administrators and three teachers. Applications will be accepted no later than April 15.

ARTICLE IX

RATES OF PAY

9.1 The Salary Schedule and its application are set forth in Appendix A-1, A-2, and A-3 attached hereto. Teachers who are contracted (employed) after July first (1st) of any year shall receive a salary pro-rated at one-one-hundred-eighty-eighth (1/188th) of the appropriate salary step for the number of designated days of employment between the first Staff Orientation Day of any year and June thirtieth (30th) of the next succeeding year.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definition:

"Grievance" means an alleged violation, misinterpretation or misapplication with respect to one or more teachers, the Association, or any provision of this Agreement. An "aggrieved teacher" is the person or persons making the claim. All the time limits

specified in this Article X shall mean school days, except under Section 10.8 of this Article.

10.2 Purpose:

The parties acknowledge that it is most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Parties also acknowledge that open communication be maintained at all appropriate grievance levels as evidenced by the grievance process forms set forth in Appendix El-E5. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.

10.3 Formal Procedure:

The grievance shall state the specific violation or condition with proper reference to the contract agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance.

All grievances which include a request for any type of financial compensation or financial award shall be filed within thirty (30) calendar days of the occurrence of the act or condition upon which the grievance is based. Grievances which do not seek any type of financial award shall be filed by June 30th of the school year in which the act or condition occurs upon which the grievance is based. If said act or condition occurs between June 1 and August 31, the grievance shall be filed on or before September 30 of the calendar year in which the act or condition occurs.

Level A.

Within three (3) days of receipt of a formal grievance, the building principal, or his designee, who shall be an administrator, will meet with the aggrieved teacher. Within two (2) days following any such meeting, the principal, or his designee, shall give his answer in writing. If the grievance is not settled at this level, then it may be referred to level B within five (5) days of the receipt of an answer given at this level.

Level B.

Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his answer within seven (7) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level, the grievance may be referred to Level C.

Level C.

If the grievance remains unsettled, the grievance shall be referred to the School Board for consideration.

Within five (5) days of a grievance being referred to the School Board, the School Board Chairperson will appoint a Grievance Review Committee of three (3) School Board members. Within five (5) days of the Committee's appointment, it will meet with the participants of Level (B) and examine the facts of the grievance. The Grievance Review Committee shall make its recommendations to the School Board at its next regularly scheduled monthly meeting and the School Board shall give its answer within seven (7) days of any such meeting. The Grievance Review Committee shall use its best efforts to examine the facts of the grievance, but it shall have no power or authority to do other than interpret and apply the provisions of this Agreement and it shall have no power or authority to add or subtract from, alter or modify any of the said provisions.

In the event the grievance remains unsettled, the grievance may be referred to advisory arbitration. If the grievance is referred by the Association to advisory arbitration, then the parties shall apply to the American Arbitration Association for selection of an arbitrator.

Level D.

Within five (5) days of a grievance being referred to this level, the party grieving shall apply to the American Arbitration Association for selection of an arbitrator in accordance with the American Arbitration Association rules and procedures.

The Arbitrator shall use his best efforts to arbitrate the grievance, but he shall have no power or authority other than to interpret and apply the provisions of this Agreement and he shall have no power to add or subtract from, alter or modify any of the said provisions. The arbitrator's decision shall not be binding on either party, but shall be advisory only. The parties agree to share equally in the compensation and events of the arbitrator.

Level E.

Within ten (10) days following the receipt of the arbitrator's decision, the parties shall meet to take under advisement the arbitrator's award. Within seven (7) days of such meeting, each party shall indicate to the other, in writing, whether or not they will be bound by the arbitrator's award. In any event, the decision of the Board shall, after full compliance with this Article X, be final.

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

10.5 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

10.6 Grievance(s) of a general nature shall be submitted by the Association to Level B.

10.7 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

10.8 In the event a grievance is filed on or after June 1st, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedures may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

10.9 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level, except at the Board level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

10.10 Subject to the provisions of RSA 273 A:11, 1(A), a teacher shall be given the right, upon notice to the appropriate supervisor, to have an Association representative present with respect to a grievance.

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

10.12 Grievance(s) shall not be made a part of a teacher's personnel file or used in making employment reference.

ARTICLE XI

LEAVES OF ABSENCE

11.1 It is agreed that the use of leave days will be confined to the legitimate purposes provided in the following schedule, and that paid leave benefits will not be used for any unauthorized absence. For each day of unauthorized absence, a teacher shall lose an entire day's pay figured at 1/188th of the teacher's annual base salary.

Paid Leaves

11.2 Sick leave shall be confined to a disabling physical condition of the teacher or a member of his/her immediate family, excluding work-connected disability covered by New Hampshire Workman's Compensation Law. Under this Section 11.2 the immediate supervisor and/or the Superintendent may request medical evidence at the Board's expense from the teacher's physician and/or the Board's physician when it is deemed necessary to confirm the nature and extent of the disabling physical condition. In those instances when a teacher's health or physical condition warrants, continued employment will be permitted as long as the teacher is able to adequately perform his duties, and can supply the Board sufficient medical evidence to insure his health and safety.

11.3 Teachers will begin the school year with a credit of eleven (11) days sick leave at their applicable salary rate. The Board agrees to permit unlimited accumulation of sick leave.

11.4 The Board will grant up to three (3) days paid personal leave per year to each teacher. Written notification shall (except in emergencies) be presented to the Principal at least forty-eight (48) hours prior to any such leave. The three (3) paid personal days shall not normally be taken consecutively or immediately before or after a holiday or vacation.

11.5 A teacher who is absent due to a work-connected illness or accident (Workman's Compensation) may, at his request, receive the net difference between Workman's Compensation payments and his full pay at his applicable salary rate and such payment by the Board shall continue until any such teacher has used any and all of the sick leave to which he is entitled. Thereafter, he shall continue to receive only those monies paid to him under the provision of the Workman's Compensation Law of the State of New Hampshire. Amounts paid by the Board, under the provisions of this Section, shall be subject to usual and customary payroll deductions (taxes, et cetera).

Unpaid Leaves

11.6 Leaves of absence of up to one (1) year without pay or benefits will be granted by the Board for those requests submitted in writing to the Superintendent of Schools between September 1 and June 30 of any year to become effective with the beginning and for the entirety of the ensuing school year. Such requests shall include a representation that the teacher intends to return to the Fall Mountain Regional School District upon completion of said leave. Requests for a leave of absence submitted

between July 1 and August 31 for the entirety of the ensuing school year may be granted at the sole discretion of the Board. Extensions or renewals shall also be at the sole discretion of the Board upon the recommendation of the Superintendent. Leaves for less than a school year shall be requested under the provisions as set forth in Section 11.11 of this Article XI.

11.7 A teacher who is granted a leave of absence by the Board under this Article XI shall be granted re-employment to his former position if such position is available, If not, then any such teacher will be offered a position for which he is qualified and can be certified. The sick leave benefits to which any such teacher was entitled prior to said leave shall upon return be restored. The Board will make good faith effort to hire replacements for teachers under this Section 11.7 so as to promote the availability of any such teacher's former position at the end of any such teacher's granted leave of absence. In any event, the criteria for applying provision of this 11.7 shall be continuity of quality education for the children.

11 .8 A teacher who, while on unpaid leave, served in a full-time teaching capacity shall be placed at a salary level recognizing the year's experience upon reemployment. Otherwise the period of a time for which a teacher is on a leave of absence shall not be recognized as an experience factor upon reemployment.

Temporary Leaves

11.9 Teachers required by official orders to attend National Guard Duty, other military reserve duty, or jury duty during the contract year and for a period not to exceed fourteen (14) contract days shall receive pay for such period equal to their regular pay, less the amount received for the services performed. Extended time requirements under this section may be granted by the School Board after application, in advance, to the Superintendent.

11.10 After the Superintendent has been notified, a maximum of five (5) days per year, non-cumulative, will be granted because of death in the immediate family. Immediate family, for purpose of this Section 11.10, shall mean parent, spouse, sibling, child, foster parents, step-parents, stepchildren, grandparents, or foster children of a teacher or a teacher's spouse or a close personal friend of the teacher.

11.11 Temporary leave for any and all other reasons, paid or unpaid, shall be granted at the discretion of the Board. A leave granted under this Section 11.11 shall be in compliance with Section 11.7 of this Article XI. Requests for leaves of absence shall not

be denied arbitrarily and the teacher shall be provided with the reason(s) for a denial.

Sick Leave Bank

11.12 The Board agrees to continue the sick leave bank for teachers covered by this Agreement. When such sick leave bank falls below two hundred (200) days, each teacher covered by this Agreement agrees to donate, at the beginning of the next school year, one (1) day from the eleven (11) days set forth in Section 11.3 of Article XI to be deposited in said "bank." To become eligible for extended benefits from the sick leave bank, a teacher must:

A. Have exhausted all of his accrued sick leave under Section 11.3 of this Article XI; and,

B. Present satisfactory medical evidence of disability or illness (excluding work-connected accident) to the Superintendent or his designee for appropriate payment. A teacher may draw up to sixty (60) days from said "bank" in any one (1) year. Any teacher on sick leave due to illness in the immediate family shall not be eligible to receive sick leave bank days.

11.13 Each teacher shall be granted up to two (2) professional days per year to be approved at the discretion of the principal in the attendance area. Further days may be granted pursuant to Section 11.11.

11.14 Sabbatical Leave

A. A teacher who has completed at least six (6) full years employment as a teacher in the Fall Mountain Regional School District may make written application to the Superintendent for sabbatical leave; provided, however, that such application shall be in writing, shall be submitted to the Superintendent on or before November 1st of the year prior to the beginning of the school year for which the teacher requests the sabbatical, and shall not exceed one (1) teacher for the year in which the application is made. Such application shall describe the work to which the teacher is to devote himself during the sabbatical year, the value of the work to the professional development of the teacher, and the benefits which will accrue to the School District and pupils as a result of the teacher's work during the sabbatical year. The Superintendent shall consult with a committee of two members, one member to be appointed by the School Board and one member appointed by the Teachers Association, created for the purpose of reviewing the relative merits of the application(s). The Superintendent shall forthwith review the

application(s) and shall thereafter, prior to December 15th, forward the application(s) together with his recommendation in writing that the application(s) be granted or denied, to the School Board. In making his recommendation, the Superintendent shall take into consideration the relative merits of the application and of any other application(s) received from teachers in the School District. Thereafter, the School Board, in its sole discretion, may grant a teacher sabbatical leave.

The School Board shall notify the teacher in writing of its decision within ten (10) days following the School District's Annual District meeting. The action of the School Board in granting or denying a teacher's application for sabbatical leave shall be final.

B. The Superintendent in making his recommendation and the School Board in granting or denying an application shall take into consideration the following criteria:

1. length of service in the School District;
2. general experience;
3. educational attainment;
4. major and minor fields of study;
5. certification endorsements;
6, performance evaluations;
7. the extent to which the teacher has participated in programs of educational advancement in the years of his employment in the School District;
8. the quality and completeness of his application;
9. the value of the work to which the teacher is to devote himself during the sabbatical period to the School District and professional development of the teacher;
10. the relationship of the work to which he is to devote himself during the sabbatical period to the teacher's present and anticipated future teaching assignments;
11. the benefits which can be expected to accrue to the School District as a result of the teacher's completion of the work to which he is to devote himself during the sabbatical period;

12. economic considerations of the District.

In the event a sabbatical leave application is denied, the applicant may request and shall be provided with a written statement explaining how the Board and Superintendent applied the criteria to decide to deny the application, and the basis of the denial in terms of the criteria listed, hereinabove. The Board Chairperson or a designee from the School Board upon request, shall meet with the teacher to discuss the application and the decision not to approve. The Board's application of the criteria in denying a sabbatical leave request is not subject to the grievance procedure.

In the event that a teacher is granted sabbatical leave, the School District shall pay his annual salary and the full cost of his insurance benefits, as hereinafter provided for his sabbatical leave; provided, however, that the payment of his salary and benefits shall be conditioned on the teacher's immediate return to his teaching duties in the School District upon the completion of the sabbatical year. In the event that a teacher is granted sabbatical leave, he shall, as a condition thereof, execute a teaching contract for a period of one year immediately following completion of the sabbatical leave. The contract shall provide that, in the event that the teacher does not return to his teaching duties in the School District immediately following the completion of the sabbatical period, he shall refund to the School District all payments made by the School District on account of his salary and benefits during the sabbatical period. In the event of the teacher's death, physical disability, or upon Board consent, a refund shall be waived. In the event that the teacher is unable to return to his teaching duties as provided in the contract by virtue of physical disability, he shall return to his teaching duties immediately following the termination of his period of disability. All benefits under this Agreement shall accrue to said teacher as though he had been present and teaching during the sabbatical period, including an advancement on the salary schedule.

A teacher who has taken sabbatical leave shall not be granted another sabbatical leave for a period of six (6) years following his return to his teaching duties in the School District.

It shall be understood that an application for a period of less than a full school year will be denied by the Board.

14.7 In the event it becomes necessary to reduce the number of bargaining unit members through layoff for reasons as provided, the following procedure shall be followed:

A. Beginning with the last name on the seniority list and in ascending order thereafter, the District shall identify the least senior teachers equal in number to the number of teaching positions being eliminated.

B. Probationary teachers shall be laid off first as follows:

1. In all cases, teachers shall be laid off and retained on the basis of their seniority, provided their certification and qualifications are relatively equal. Qualifications shall include:

a. The teacher must have taught within their area of certification within the last five (5) years.

b. Evaluations

c. Recertification requirements

d. Degree; Major, Minor hours

e. Extra-curriculars

2. In the event the Board elects to lay off a more senior bargaining unit member, a measurable differential in qualifications between bargaining unit members must be established.

C. If the reduction of teachers is still necessary, then teachers on continuing contracts shall be laid off as outlined above.

D. Seniority shall be prorated according to time worked.

E. A teacher who meets the above criteria shall have the right to be placed in a position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority.

14.8 Recalls shall be in the inverse order of layoffs:

A. Probationary teachers shall have recall rights for two (2) years.

B. Tenure teachers shall have recall rights for five (5) years.

14.9 Refusal of an offer from the District of a position for which the laid off bargaining unit member is certified/licensed, failure to respond within five (5) days of receipt of written notification, or once having accepted the position via collect telephone call and written confirmation; failure to return to work within ten (10) working days shall be cause for termination.

14.10 Teachers under contract obligation to another school district may be bypassed without loss of seniority. Such action shall not in any way affect the bargaining unit member's rights as guaranteed under this Agreement.

14.11 Notifications of all recalls shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the teacher's responsibility to notify the District of any change of address.

14.12 Recalled teachers shall be entitled to all accrued sick leave benefits as provided herein.

ARTICLE XV

TEACHER RIGHTS

15.1 The employer agrees that it will in no way discriminate against or between teachers because of their race, creed, religion, color, national origin, or ancestry, age, sex, marital status, physical characteristics, or place of residence. The employer further agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or activities.

15.2 The private and personal life of any teacher is not within the appropriate concern or attention of the employer, provided said activities do not directly involve the school community and do not prevent him from carrying out his teaching duties.

ARTICLE XVI

EMPLOYEE DISCIPLINE

16.1 No teacher shall be disciplined --- including warnings, reprimands, reductions in rank or professional advantage, furlough/layoff or other actions of a disciplinary nature without just cause. Any such discipline, including adverse evaluation of a teacher performance shall be subject to the Grievance Procedure. The specific grounds forming the basis for disciplinary action will be made available to the teacher.

16.2 Any teacher subjected to discipline as defined in Article 16.1 shall be entitled to Association representation. If a supervisor has a reasonable basis to believe any meeting with a teacher may result in discipline for that teacher, the teacher shall be advised of their right to representation prior to said meeting and shall be given a reasonable

opportunity, not to exceed three (3) calendar days, to have an Association representative present before any action shall be taken.

16.3 If discharge or non-renewal of a teacher is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:

A. Repeated observation of the inadequacies by more than one administrator through the teacher evaluation process.

B . Clear direction that the teacher must improve and the consequences of failure to do so.

C. Intensive assistance from administrators and school district resources to help the teacher improve.

ARTICLE XVII

POSTING

17.1 A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

17.2 During the school year vacancies shall be posted on a designated bulletin board in each District building. During the summer when school is not in session, a notice of each vacancy shall be forwarded to the President of the Association. Vacancies shall be posted at least ten (10) workdays prior to being filled.

17.3 A. Teachers may apply for vacancies by submitting a written application to the Superintendent's office. When more than one presently employed teacher applies for the same position, the provisions of Policy GCI will be followed. (Policy GCI states: "Instructional personnel will be assigned on the basis of their qualifications, the needs of the District, and their expressed desire. When it is not possible to meet all three (3) conditions, personnel shall be assigned first in accordance with the needs of the District, second where the Administration feels the teacher is most qualified to serve, third as to expressed preference of teachers in order of seniority in the District; all other considerations being equal.") Annually the Superintendent shall submit to the School Board a report on the number of teachers requesting transfers within the District, the locations from which the

transfers were requested, the place to which transfers were requested and the number of previous requests for transfer made by each individual; and where transfers were denied the reasons for the denial of a request for transfer. Teachers' qualifications for vacancies shall be evaluated before those of any non-employee. In the event that a teacher's request for transfer is denied, he shall be provided with the specific reasons for the denial in writing. The teacher has the option to request that he be given the opportunity to discuss the denial with the Superintendent.

B. A District teacher shall be considered for any District vacancy prior to a non-district person and provided that said teacher is qualified and provided that the District can replace the transferring teacher. Failure of the District to receive applications within thirty (30) days of advertising the position from certified teachers who accept employment shall be considered evidence of the inability of the District to replace a transferring teacher.

17.4 This Article shall not apply to temporary vacancies of one (1) year or less.

1 7.5 Resignations received by the Superintendent between August 1 and September 1 shall not be subject to 17.2 of this Article other than the required modification.

ARTICLE XVIII

NOTICE UNDER AGREEMENT

18.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Fall Mountain Regional School Board, PO Box 600, 159 East Street, Charlestown, NH 03603.

18.2 Whenever written notice to the Fall Mountain Regional Teachers Association is provided for in this Agreement, such notice shall be addressed to the President of the Fall Mountain Regional School District Professional Teachers Association at his then current address. It shall be the responsibility of the Association to notify the Superintendent when there has been a change in presidents, or whenever there is a change in the address of the president.

ARTICLE XIX

STRIKES AND SANCTIONS

19.1 The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that it will not sponsor nor support any strike, sanction, work stoppage, or other concerted refusal to perform work by the teachers covered by this Agreement, nor any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers.

ARTICLE XX

MISCELLANEOUS PROVISIONS

20.1 If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

20.2 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

20.3 Payroll deductions for additional insurance, and/or cost differences between Board contribution and the actual cost to provide any such benefit, annuities, or Credit Union payments shall be afforded each teacher with reasonable notification to the District.

ARTICLE XXI

FINAL RESOLUTION

21.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XXII

DURATION OF AGREEMENT

22.1 This agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2010, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other party by registered or certified mail on or before September twentieth (20) of any year.

APPENDIX A

FALL MOUNTAIN TEACHER COMPENSATION

A. "Effective the first day of employment for the 2007-2008 school year and in subsequent years of this contract, teachers who were employed by the Board for the prior year and are reemployed by the Board shall be placed on their appropriate salary step based on years of experience in accordance with Appendix A-1 through A-3.

B. Newly hired teachers with experience, hired during the term of this Agreement, will be placed by the Superintendent within the appropriate salary ranges set forth in the applicable salary Appendix. Any such teacher shall receive the same salary as any other teacher then currently employed who has the same experience and academic achievement.

C. Extracurricular and leadership activities for which the Board currently offers and provides are not considered part of a teacher's normal duties and responsibilities and are not, therefore, treated as part of this Agreement. Qualified teachers who may now or in the future contract with the Board to perform any such extracurricular and leadership service(s) do so as individuals and are free to discuss their retrospective salaries and working conditions with the Superintendent.

D. 1. All teachers shall be placed on the appropriate step and lane on the salary schedule by the Superintendent according to the teacher's highest degree and number of post baccalaureate, graduate course credits. However, all employees in the BA+30/MA lane in 2000-2001 will be placed in the MA column in 2001-2002 and thereafter, or until they attain a higher lane placement.

2. Only graduate level courses will be considered towards lane movement. However, exceptions may be approved by the Superintendent under the following conditions:

a. Courses taken at the request of the Superintendent

b. Courses approved for credit as part of an approved Masters and/or Doctoral Program

c. Courses, in the subject area assigned or certified, not offered at colleges and/or universities within or near New Hampshire.

Superintendent's decision is final.

3. Successful completion of professional study which has received prior approval of the Superintendent for reimbursement shall entitle a teacher to advanced classification on the salary schedule as follows:

a. Full 100% adjustment for the contract year provided notice and verification is given to the Superintendent no later than August 20.

b. Notice shall require written proof of the satisfactory completion with a grade of "B" or better on a graded activity or a "Pass" in a non-graded activity, of said professional study.

E. A teacher who has been employed in the Fall Mountain Regional School District, for fifteen (15) years in the 2007-08 school year, fourteen (14) years in the 2008-2009 school year and thirteen (13) years in the 2009-2010 school year, will receive in addition to their then current salary, the amount found in Appendix A-4, payable over the appropriate number of pay periods during the school year in which any said teacher will complete any said service. The benefit set forth in this Paragraph E will continue to be paid to any such teacher so long as any such teacher is employed by the school district.

F. Teachers who began work before July 1, 1995, who choose to retire, will receive an additional salary adjustment based on the following two options:

1. After ten (10) years of teaching in the Fall Mountain School District, a teacher shall be paid for twenty (20) percent of his accumulated sick leave at the per diem rate of his final contract; after fifteen (15) years, forty (40) percent; after twenty (20) years, sixty (60) percent and after twenty-five (25) years, seventy-five (75) percent. Payment of this benefit shall be made on or before July 15.

2. Effective on September 1, 1999, any full time teacher who has taught a minimum of twenty (20) years, of which at least ten have been in the Fall Mountain Regional School District and who is at the top of his salary track at the time of his statement of retirement, may submit a written statement of early retirement to the Board. This request for early retirement shall be dated and signed by the

teacher submitting it, shall be submitted by November 1 of the calendar year preceding the year in which the retirement shall commence, and shall specify the date selected by the teacher for retirement, which shall be at the end of a teaching year (June). The Board shall act upon the request no later than 30 days from its receipt.

If there are applicants, at least three (3) requests for early retirement per year shall be approved by the School Board. Those teachers with the greatest seniority within the District will be given first consideration. If a teacher is not granted early retirement for the year of initial request and he reapplies the following year, that teacher will be placed ahead of, in order of seniority within the District, any teachers requesting early retirement at a later date.

If approved, the District shall pay teachers granted early retirement in accordance with the following:

Teachers who are at least 55 years of age on September 1 in the first year of early retirement and who are less than 63 years of age on September 1 in the first year of early retirement: 20% of the teacher's last salary for a five-year period or until normal retirement eligibility pursuant to Social Security rules, whichever is sooner.

The approval of early retirement shall be treated as a voluntary termination and the teacher shall have no right to continue teaching in the District after that date. Teachers who began work on or after July 1, 1995, are ineligible for option 1 above. To be eligible for a retirement salary adjustment, the teacher shall notify the Superintendent of Schools of his intention to retire, in writing, no later than November first (1st) of the teacher's final school year.

G Teachers who work ninety (90) or more teaching days in any school year will be granted a full year experience in both salary compensation and seniority.

H. 1. The District shall contribute fifteen cents ($.15) for every dollar ($1.00) contributed by a teacher to an approved Tax Deferred Annuity Plan selected by a teacher for payroll deduction.

2. For new hires to the District who are not covered by Section F, Option 1 of this Appendix, the District shall contribute ($.10) ten cents in addition to the amount in Section H (1) for every dollar ($1.00) contributed by these teachers to an approved Tax Deferred Annuity Plan selected by the teachers for payroll

deduction.

Any teacher who is eligible for Section F, Option 1 of this Appendix, can voluntarily exchange their rights to Section F, Option 1 entitlement in exchange for the benefit provided herein. Said exchange shall be irrevocable.

3. No fewer than ten (10) Tax Deferred Annuity Plans shall be available for selection at all times.

4. Plans currently selected shall be maintained as long as there are participants in the plans.

I. Each teacher shall be able to choose one (1) of the following options for payment of salary:

1. Twenty (20) payments spaced throughout the school year with a large summer check on the twenty-first (21st) payment (balloon).

2. Twenty (20) payments spaced throughout the school year only.

3. Twenty-four (24) payments spaced throughout the calendar year.

Each teacher will decide upon his option on the first workshop day of the new school year which cannot be changed during the year. New teachers shall select one of the options at the earliest opportunity after they are hired if hired after the first workshop day.

Payday shall be on the first (1st) and sixteenth (16th) day of each month. Should either the first (1st) or sixteenth (16th) day of any month fall on a non-business day, the payday shall be on the first business day preceding that day. Furthermore, should the last day of school be prior to the second payday in June, the payday shall be on the last day of school.

J. Non-degreed nurses shall be compensated at 85% of the Bachelor's salary commensurate with their years of experience.

APPENDIX A-1

2007-2008 SALARY SCHEDULE

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	STEP %
1	29,723	30,318	30,912	31,506	32,102	32,696	#N/A
2	30,853	31,471	32,087	32,704	33,322	33,938	3.80%
3	32,026	32,667	33,307	33,948	34,588	35,229	3.80%
4	33,243	33,908	34,572	35,238	35,903	36,567	3.80%
5	34,506	35,196	35,887	36,577	37,267	37,956	3.80%
6	35,818	36,534	37,250	37,967	38,683	39,399	3.80%
7	37,178	37,922	38,665	39,409	40,153	40,896	3.80%
8	38,592	39,363	40,135	40,907	41,679	42,450	3.80%
9	40,059	40,860	41,661	42,462	43,263	44,064	3.80%
10	41,581	42,413	43,244	44,076	44,907	45,739	3.80%
11	43,161	44,024	44,888	45,751	46,614	47,478	3.80%
12	44,801	45,697	46,594	47,489	48,385	49,282	3.80%
13	46,503	47,434	48,364	49,293	50,224	51,154	3.80%
14	48,271	49,236	50,202	51,167	52,133	53,097	3.80%

APPENDIX A-2

2008-2009 SALARY SCHEDULE

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	STEP %
1	32,396	33,045	33,691	34,339	34,988	35,635	#N/A
2	33,627	34,300	34,972	35,645	36,317	36,990	3.80%
3	34,905	35,603	36,301	37,000	37,698	38,395	3.80%
4	36,231	36,956	37,681	38,406	39,130	39,854	3.80%
5	37,609	38,361	39,113	39,865	40,617	41,369	3.80%
6	39,037	39,818	40,598	41,379	42,161	42,941	3.80%
7	40,522	41,331	42,142	42,952	43,763	44,573	3.80%
8	42,062	42,903	43,744	44,585	45,426	46,267	3.80%
9	43,660	44,534	45,406	46,280	47,152	48,026	3.80%
10	45,319	46,225	47,132	48,039	48,945	49,852	3.80%
11	47,041	47,982	48,924	49,863	50,804	51,746	3.80%
12	48,828	49,806	50,782	51,758	52,735	53,712	3.80%
13	50,685	51,698	52,712	53,725	54,740	55,752	3.80%

APPENDIX A-3

2009-2010 SALARY SCHEDULE

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	STEP %
1	35,308	36,015	36,721	37,427	38,133	38,840	#N/A
2	36,650	37,383	38,116	38,850	39,583	40,315	3.80%
3	38,043	38,804	39,565	40,326	41,087	41,847	3.80%
4	39,489	40,279	41,069	41,858	42,648	43,437	3.80%
5	40,989	41,809	42,628	43,448	44,269	45,088	3.80%
6	42,548	43,398	44,249	45,100	45,951	46,802	3.80%
7	44,165	45,048	45,931	46,814	47,697	48,580	3.80%
8	45,843	46,761	47,676	48,594	49,510	50,427	3.80%
9	47,585	48,536	49,489	50,441	51,392	52,345	3.80%
10	49,393	50,381	51,370	52,356	53,344	54,333	3.80%
11	51,269	52,296	53,321	54,346	55,372	56,398	3.80%
12	53,219	54,283	55,348	56,411	57,477	58,540	3.80%

APPENDIX A-4

Longevity Scale

Year	2007-2008	2008-2009	2009-2010
13	N/A	N/A	$2,300
14	N/A	$2,200	$2,400
15	$2,000	$2,300	$2,500
16	$2,000	$2,400	$2,600
17	$2,000	$2,500	$2,700
18	$2,000	$2,600	$2,800
19	$2,000	$2,700	$2,900
20	$2,500	$2,800	$3,000
21	$2,500	$2,900	$3,100
22	$2,500	$3,000	$3,200
23	$2,500	$3,100	$3,300
24	$2,500	$3,200	$3,400
25	$3,100	$3,300	$3,500
26	$3,100	$3,400	$3,600
27	$3,100	$3,500	$3,700
28	$3,100	$3,600	$3,800
29	$3,100	$3,700	$3,900
30+	$3,700	$3,800	$4,000

APPENDIX B
INSURANCE

A. The Board agrees to provide Blue Cross/Blue Shield Plan JY, MC Usual and Customary Insurance Coverage, including the so-called "million dollar major medical rider" (this JY option is "grandfathered" for only the six current participants), Blue Cross/Blue Shield COMP 100 MC plan and the Matthew Thornton HMO (options Rx 3/15 or Rx 10/20/30) as medical insurance options to full-time teachers during the term of this Agreement. The Board agrees to contribute up to the percent amounts specified below as its contribution to the benefits set forth in this Appendix B as follows:

School Year	Plan Option	Single	Two-Person	Family
		92% of MT	92% of MT	92% of MT
2007-2008	JY	3/15	3/15	3/15
		92% of MT	92% of MT	92% of MT
	Comp 100	3/15	3/15	3/15
	MT 3/15	**92%**	**92%**	**92%**
	MT 10/20/30	95%	95%	95%
		87% of MT	87% of MT	87% of MT
2008-2009	JY	3/15	3/15	3/15
		87% of MT	87% of MT	87% of MT
	Comp 100	3/15	3/15	3/15
	MT 3/15	**87%**	**87%**	**87%**
	MT 10/20/30	90%	90%	90%
		83% of MT	83% of MT	83% of MT
2009-2010	JY	3/15	3/15	3/15
		83% of MT	83% of MT	83% of MT
	Comp 100	3/15	3/15	3/15
	MT 3/15	**83%**	**83%**	**83%**
	MT 10/20/30	86%	86%	86%

Teachers may select single, two-person or family coverage and shall have the option to change plans annually by completing and submitting to the Business Office a plan change form on or before the last scheduled day of school. The change will be effective on September 1.

Teachers who decline medical coverage will receive a payment of $294.58 per month ($3,534.96 per year in 2006-2007) for each month that coverage is declined. Payments will be made through the employee's paycheck and will be subject

to all applicable assessments and taxes. To receive this payment, evidence of alternative medical insurance must be provided to the district business office. Insurance through the District can be resumed every September 1 or on the first of any month following a qualifying event, at which time the payments will cease. The amounts set forth in this paragraph will increase or decrease annually by the exact same rate as the Matthew Thornton 3/15 premium rate increases or decreases over the term of this agreement.

B. Full-time teachers will receive the Fall Mountain Dental Plan (Coverage A, B and C) with no employee contribution. Teachers may select single, two person or family coverage.

C. Full-time teachers will receive a long term disability insurance policy with no employee contribution. Coverage shall be 60% of the employee's contracted salary until age 65, and shall have a waiting period of 90 calendar days.

D. A $5,000 district paid death benefit will be provided to all teachers. Teachers must name one or more beneficiaries on the district form provided. A death certificate must be presented to the school Business Office to effect payment of this benefit.

E. The parties agree that the Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix B, including the right to self-insure; however, the Board shall not have the right to diminish any benefits provided herein.

F. The difference between the Board's contribution for health insurance, and the cost to provide said coverage, will be by payroll deduction from the affected teacher's salary and will be coordinated with an IRS approved Section 125 plan.

APPENDIX C-1
Fall Mountain Regional School District
Teacher's Contract

First Name:	**Step:**
Last Name:	**Lane:**
Assignment:	**Longevity Years**
Location:	**as of 6/30/20XX:**
Start Date:	**Number of Days:**

ARTICLES OF AGREEMENT made this 4th day of January, 2007, by and between the Fall Mountain Regional School Board of Charlestown, New Hampshire, party of the first part and the above named individual, party of the second part, herein after called "teacher", witnesseth:

1. That the party of the first part agrees to and does hereby employ said party of the second part to the above assignment and location for a school year, not to exceed one hundred and eighty-eight (188) school days inclusive of the time spent in service of the District at instituted, et cetera, beginning as noted above and compensated as follows:

20XX-20XX Compensation	**District Cost**	**Employee Cost**
Salary		
Longevity		
Total Salary		
Health Insurance* Type: Product:		
Health Insurance Opt Out*		
Dental Insurance Type:		
Disability Insurance		
NH Workers Compensation		
403B Contribution Match %:		
NH Retirement Contribution		
Social Security		
Medicare		
Total Compensation		

Total number of payments:

Gross amount per payment excluding health Insurance opt out:

Payable in semi-monthly installments. Said party of the first part reserves the right to make such changes of assignment as the exigencies of the school may require.

2. Said party of the second part declares that he holds a New Hampshire certificate, license, or permit to teach from the Commissioner of Education, and agrees to conform to carry out all lawful regulations which may be prescribed relative to the conduct of the school, and to carry out any and all duties, assigned by the building principal, required for the operation of the complete school program.

3. It is mutually agreed:

(a) That party of the first part may, without liability to itself or the district, terminate this contract in accordance with RSA 189:13; and said contract becomes void subject to appeal if the teacher is removed by the Superintendent or if his license or permit is revoked by the Commissioner of Education,

(b) That except as given in (a), this contract may not be terminated at anytime prior to its expiration without the consent of both parties, and any request for its termination, except for urgent personal need, shall be by written notice of at least four (4) weeks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written

By: _____

Superintendent of Schools

I hereby certify that I hold a valid New Hampshire certificate, license or permit to carry out the assignment stated above.

By: _____

Teacher

*Subject to premium rate changes.

Position #

Employee #

APPENDIX C-2
Fall Mountain Regional School District
Teacher Notice of Employment

First Name:	**Step:**
Last Name:	**Lane:**
Assignment:	**Longevity Years**
Location:	**as of 6/30/2004:**
Start Date:	**Number of Days:**

You are hereby notified that you will be re-employed by the Fall Mountain Regional School District for a school year not to exceed one hundred and eighty-eight (188) teacher employment days as set forth in Article VIII, Section 8.3 of the Master Agreement, compensated as follows:

20XX-20XX Compensation	**District Cost**	**Employee Cost**
Salary		
Longevity		
Total Salary		
Health Insurance* Type: Product:		
Health Insurance Opt Out*		
Dental Insurance Type:		
Disability Insurance		
NH Workers Compensation		
403B Contribution - Match %:		
NH Retirement Contribution		
Social Security		
Medicare		
Total Compensation		

Total number of payments:

Gross amount per payment excluding health insurance opt out:

Payable in semi-monthly installments.

By: _____

Superintendent of Schools

I hereby certify that I hold a valid New Hampshire certificate, license or permit to carry out the assignment stated above.

By: _____

Teacher

Position #

*Subject to premium rate changes.

Employee #

APPENDIX D

FALL MOUNTAIN REGIONAL SCHOOL DISTRICT
DUES DEDUCTION AUTHORIZATION FORM

NAME _____

"I hereby authorize the Fall Mountain Regional School District to withhold from my salary the sum of $_____ for membership dues as follows:

For membership in the Fall Mountain Teacher's Association, Inc. the sum of $_____ per year.

For my membership in the National Education Association – New Hampshire, the sum of $_____ per year.

For my membership in the National Education Association, the sum of $_____ per year.

The sums, thus to be deducted during the school year over a number of pay periods to be determined by the Association are hereby assigned by me to the Fall Mountain Teachers' Association, Inc. and are to be remitted by the Fall Mountain Regional School District to the Treasurer of the Association and, having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It Is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the fifteenth (15th) of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the beginning of the school year of my desire to revoke same."

Signature_____

Date _____

APPENDIX E-1

GRIEVANCE ADJUSTMENT
COMPLAINT BY THE AGGRIEVED PERSON

Name of Complainant _____

Date of Filing _____

Home Address _____

_____

Home Telephone Number_____

Position Held _____

Name of School and School Address _____

_____

_____

Principal _____ School Phone _____

Grievance Representative _____

PROVISION OF MASTER CONTRACT, SCHOOL POLICY, OR PRACTICE ALLEGEDLY VIOLATED:

STATEMENT OF GRIEVANCE:

ACTION REQUEST:

_____

Signature of Complainant

NOTE: Keep one (I) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent

APPENDIX E-3

GRIEVANCE ADJUSTMENT LEVEL B
DECISION OF SUPERINTENDENT

TYPE OR PRINT
(To be completed within seven (7) days after the receipt by the Superintendent of the written grievance)

Aggrieved Person _____ Date of Formal Grievance Presentation _____

School _____ Principal _____

DECISION OF THE SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision _____ _____
Signature of Immediate Supervisor

AGGRIEVED PERSON'S RESPONSE: (To be completed by Aggrieved within five (5) days of decision and sent to the Superintendent)

_____ I accept the above decision.

_____ I hereby waive my rights under the provisions of Article X, Section 10.3, Level C of this Agreement to advisory arbitration and refer the above decision to Level C, the School Board.

_____ I hereby waive my rights under the provisions of Article X, Section 10.3, Level C of this Agreement to refer the above decision to the School Board and appeal to the Association to submit this grievance to advisory arbitration.

Date of Response _____ _____
Signature of Complainant

NOTE: Keep one (I) copy of this form and send copy to:
1. Aggrieved Teacher
2. Grievance Representative
3. Principal
4. School Board (Include Appendix E-1)

APPENDIX E-4

GRIEVANCE ADJUSTMENT LEVEL C
DECISION OF SCHOOL BOARD

TYPE OR PRINT

(To be completed within seven (7) days after the regularly scheduled monthly meeting of the School Board following the School Board's Grievance Review Committee's recommendations to the School Board)

Aggrieved Person _____ Date of Formal Grievance Presentation _____

School _____ Principal _____

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

Date of Decision _____ _____
Signature of School Board Chair

NOTE: Keep one (I) copy of this form and send copy to:
1. Aggrieved Teacher
2. Grievance Representative
3. Principal
4. Superintendent

APPENDIX E-5

GRIEVANCE ADJUSTMENT LEVEL D
DECISION OF SCHOOL BOARD

TYPE OR PRINT

(To be completed within ten (10) days after the regularly scheduled monthly meeting of the School Board following the School Board's Grievance Review Committee's recommendations to the School Board)

Aggrieved Person _____ Date of Formal Grievance Presentation _____

School _____ Principal _____

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

Date of Decision _____ _____
Signature of School Board Representative

NOTE: Keep one (I) copy of this form and send copy to:
1. Aggrieved Teacher
2. Grievance Representative
3. Principal
4. Superintendent

APPENDIX F

FALL MOUNTAIN REGIONAL SCHOOL DISTRICT

MEMO

To: **Business Office**

From: _____

Date: _____

Attached is a completed registration form for a course I would like to attend. I request that you register me by paying the institution directly on my behalf. I understand that I must successfully complete the course with a grade of "C" or better, or "Pass" if taken on a "Pass/Fail" basis. Upon receipt, I will forward to you a copy of the official grade verification. I agree that his will not be more than sixty days after the last scheduled day of class, which is _____.

I hereby authorize you to deduct from my wages the attached amount if I fail to comply with the above terms. I also agree to this deduction if I leave the district's employ before submitting the official grade verification.

_____
Signature

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of January, 2007, as of the date and year first written above.

FALL MOUNTAIN REGIONAL DISTRICT SCHOOL BOARD

Dr. Charles Shaw, Chairman

Dr. Joseph Della Badia
Superintendent of Schools

FALL MOUNTAIN REGIONAL SCHOOL DISTRICT PROFESSIONAL TEACHERS ASSOCIATION

Heidi Gove, President

Taunya Lincoln
Negotiations Chair

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of January, 2007, as of the date and year first written above.

FALL MOUNTAIN REGIONAL DISTRICT SCHOOL BOARD

Dr. Charles Shaw, Chairman

Dr. Joseph Della Badia
Superintendent of Schools

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Heidi Gove, President

Taunya Lincoln
Negotiations Chair