

AGREEMENT

Between

**FALL MOUNTAIN REGIONAL SCHOOL DISTRICT
SCHOOL BOARD**

And The

**FALL MOUNTAIN
TEACHERS ASSOCIATION, INC.
2016-2017**

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PREAMBLE

This Agreement entered into this 14th day of December, 2015, 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. All formal observations shall be conducted openly and with the full knowledge of the teacher. Teachers will be evaluated in accordance with the Fall Mountain Regional School District Teacher Evaluation Model.

6.2 Each experienced teacher in the Fall Mountain Regional School District shall be made aware if they are in a formal evaluation cycle 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 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.

6.4 The teacher will acknowledge that he/she has had an opportunity to review such material by affixing his/her 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.

6.5 Following a formal observation, the administrator/evaluator shall hold a post-observation conference with the teacher; such a conference shall be held within five (5) school days. From that conference, a final written copy of the observation will be completed and provided to the teacher within 15 school days, unless extended by mutual agreement between the administrator and teacher.

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

6.7 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.

6.8 Teachers should practice professional courtesy and shall be encouraged to address any concerns about another teacher directly with that teacher. If the complaining teacher feels that the concerns are of a serious or potential legal nature or if they are uncomfortable in addressing that teacher, they shall notify their building administrator. Any formal 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. Persons making a formal complaint against a teacher shall be encouraged, but not required, to provide a written and signed statement detailing the concern to the individual(s) designated by the District to receive such concerns or complaints. Complaints will be documented and the nature of the complaint shall be provided to the Teacher whom the complaint is against. The Teacher whom the complaint is against shall be provided with the name of the person making the complaint, unless determined detrimental to the investigation or prohibited by State or Federal law. 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-nine (189) days, to be allocated as follows:

| | |
|----------------------------------|----------|
| Regular School Days | 180 |
| Pre-School Year Faculty Meetings | 1 |
| Parent-Teacher Conferences | 2 |
| Teacher In-Service | 3 |
| Teacher Planning Days | 2 |
| Professional Development Day | <u>1</u> |
| Total Contract Days | 189 |

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. The contract will include teaching assignment, years of service, tenured status and annual salary. Tenure will be issued according to NH RSA 189:14-a. 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 with end of day faculty meetings being no more than one (1) hour. 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. Any teachers who are in their state recertification year must have their State of NH Bureau of Credentialing Certification Renewal Form completed and approved by March 1st of Year 3, per the requirements of the FMRSD-SAU 60 Professional Development Master Plan, in order to be issued a contract renewal. 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 due to resignation or leave of absence shall be for a period not to exceed one (1) year.

8.9 Teachers actively engaged in credited coursework and/or matriculated in degree programs, should give notice by January 1 of their intent to pursue a salary lane change in the following year. All paperwork and formal grade documentation must be filed with the Superintendent's office by August 1 in order for the salary adjustment to take effect for the upcoming contract year. Time requirements specified in this section 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 FMRSD – SAU 60 Professional Development Master Plan

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 Business Office. For this to occur, teachers must send to the Business 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 FMRSD-SAU 60 Professional Development Master Plan.
7. The Superintendent or his designee shall evaluate applications for tuition course payment according to the five criteria stated in Section B. 2: a-e and shall advise the applicant of the status of his request within five (5) business days.

C. Advanced Degree Program

1. Teachers enrolling in an approved college or university program leading to an advanced degree may apply for the Advanced Degree Program.
2. A pool of funds of at least \$70,000 for each year of this agreement shall be budgeted for the Advanced Degree Program.
3. The Staff Development Committee in accordance with the FMRSD-SAU 60 Professional Development Master Plan shall administer the Program, including enrollment decisions. The committee, after reviewing the application, shall follow the enrollment procedure found in B-5 above.

D. National Board for Professional Teaching Standards Certification Program
The program is administered through the Superintendent's Office.

1. Eligibility
 - a. FM tenure teacher starting the beginning of their 6th year
 - b. Must be a staff recognized under the CBA
2. Process
 - a. Staff must pay the initial registration fee and first year tuition cost which is eligible for reimbursement through a grant from the NH Department of Education after receiving certification

- b. District will pay the remaining tuition cost of the certification as required by National Board
 - c. Cohort groups are limited to 10 teachers per year
- 3. Retakes
 - a. National Board allows teachers to retake part of the exam if scores are below acceptance
 - b. District will pay for one subtest per the two year cycle
 - c. Employee must pay for any additional assessments
- 4. Benefit
 - a. Upon completion and receiving notification of National Board Certification, staff will receive additional bonus salary of \$3,000 per year.
 - b. The bonus will be paid in the next school year after receiving notification
 - c. Teachers receiving this additional amount will serve as a leader in FM's Mentoring Program without any additional stipends

8.12 A fund of money, not to exceed \$20,000, shall be set aside each year of this agreement to pay teachers at a rate of \$160.00 per day for any summer projects. Any half day projects of 4 hours or less will be paid at a rate of \$80.00. 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 and A-2, 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-ninth (1/189th) 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 EI-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 shall be filed within thirty (30) calendar days of the occurrence of the act or condition 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 1/189th of the teacher's annual base salary.

Paid Leaves

11.2 Sick Leave

A. Sick leave shall be confined to a disabling physical condition of the teacher or a member of his/her immediate family, including the employee's spouse, child, parent or a relative or ward living in the employee's household. A disabling condition shall exclude 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.

B. Full time teachers will begin the school year with a credit of eleven (11) days sick leave at their applicable salary rate. Teachers contracted for less than full time will receive a prorated number of days based on their percent of FTE. The Board agrees to permit unlimited accumulation of sick leave to anyone hired on or before June 30, 1995. Anyone hired after this date will be allowed to carry over up to one hundred and ten (110) sick days. Anyone presently having accrued more than 110 days will be grandfathered for rollover.

11.3 The Board will grant up to three (3) days paid personal leave per year to each full time teacher. Teachers contracted for less than full time will receive a prorated number of days based on their percent of FTE. Written notification shall (except in emergencies) be presented to the Principal at least forty-eight (48) hours prior to any such leave. The paid personal days shall not normally be taken consecutively or immediately before or after a holiday or vacation.

11.4 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

11.5 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.

11.6 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.

11.7 A teacher who, while on unpaid leave, served in a full-time teaching capacity shall be placed at a salary level recognizing the years' 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

11.8 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.

11.9 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.

11.10 Temporary leave for any and all other reasons, paid or unpaid, shall be granted at the discretion of the Superintendent. 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. Leaves required to be granted by state or federal law will not be covered by this contract. The decision of the Superintendent is not subject to grievance.

Sick Leave Bank:

11.11 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." No Teacher may be required to contribute more than two (2) days in any school year to fund the sick leave bank at the start of each school year. 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. Submit a sick leave bank application along with satisfactory medical evidence of serious injury or illness of over 3 consecutive calendar days (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) contract year. Any teacher on sick leave due to illness in the immediate family

shall not be eligible to receive sick leave bank days. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits. No one shall be entitled to receive disability benefits and sick leave benefits at the same time. Surgeries which are not deemed medically necessary by a physician will not be eligible for sick bank coverage.

11.12 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.

Sabbatical Leave

11.13 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.

ARTICLE XII

INSURANCE

12.1 Except as provided in Paragraph E of Appendix B, the Board agrees to maintain in effect a health insurance plan for all full time teachers so long as they remain on the Fall Mountain Regional School District payroll. A full time teacher is defined as someone who is contracted for 1 FTE in a position that falls under the teacher's contract. A summary of the benefits to be provided under said plan is set forth in Appendix B hereto. In addition, teachers who are not full time but qualify for benefits under FMRSD Board policy GCD, Health Insurance Eligibility, will be eligible to participate in health insurance benefits with district contributions made in accordance with Appendix B.

12.2 Except as provided in Paragraph E of Appendix B and in 12.3 below, the Board will

not itself pay the insurance benefits referred to in Section 12.1, but will obtain policies or contracts from insurance companies which will administer said benefits.

12.3 Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Fall Mountain Regional School District Board, the disposition hereunder shall be subject to negotiations and to the Grievance Procedures of this Agreement.

12.4 District paid coverage for a teacher begins on September 1st and will stay in effect until August 31st of the following year, so long as the teacher completes the entire school year. Anyone terminating their position without completing the school year would be covered until the 1st of the following month. Teachers who are retiring and were participating in health insurance during their final year of employment with the District, may remain on the District's retiree group health plan provided they make timely payment of the appropriate premiums. A teacher must be enrolled on the plan when retiring in order to remain eligible.

ARTICLE XIII

RESIGNATIONS

13.1 Except in a case of emergency, teachers shall provide thirty (30) days notice of their intent to resign. Within five (5) days from receiving the notice of intent to resign, the Superintendent and teacher shall meet to determine an effective date that is mutually agreeable. The effective date of termination shall be binding on both parties and so stated in writing, signed by both parties.

13.2 If the teacher terminates his employment during the school year for any reason other than an emergency, the board may withhold from said teacher's final check reasonable costs incurred on finding a replacement.

Emergency for the purpose of this Section is intended to include a physical or emotional crisis which renders the teacher unable to give a fully thirty (30) days notice.

ARTICLE XIV

REDUCTION IN FORCE

14.1 By every September 30th, the District shall prepare a Seniority List. Seniority is

defined as length of unbroken service within the Bargaining Unit and shall be computed from the teacher's date of hire with the Fall Mountain Regional School District. All teachers shall be ranked on the list in order of their date of hire as above defined. In the circumstance of more than one (1) individual having the same date of hire, all individuals so affected will participate in a drawing to determine placement on the Seniority List. Said drawing shall take place during a necessary reduction in force where a tie needs to be broken.

14.2 The Seniority List shall be prepared by the District and verified by the Association. Said list shall be posted in all buildings of the District by October 15th of each school year. Revisions and updates of the Seniority List shall be published and posted as they are made. A copy of the Seniority List and subsequent revisions shall be forwarded to the Association.

14.3 All seniority excepting as provided below is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to layoff (RIF). In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.

A. Administrators and Department Heads shall have their seniority grandfathered for their actual teaching time in the Fall Mountain Regional School District.

B. Department Heads performing actual teaching duties shall continue to accrue seniority.

C. Teachers transferring to a non-bargaining unit position shall have a one (1) year grace period during which their seniority shall be retained, and they may opt to return to the bargaining unit.

14.4 Seniority shall not accrue while a teacher is on leave of absence. Seniority shall accrue while utilizing sick leave and in all situations where mandated by state or federal law.

14.5 It is hereby recognized that it is within the discretion of the Board to reduce its educational program curriculum, and staff, and that the procedures set forth in this Article shall be used in laying off personnel.

14.6 Layoff shall be defined as, but not limited to, a necessary reduction in work force beyond normal attrition due to decreased student enrollment or shortage of revenues.

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 not discriminate against or between employees on the basis of any class protected by state or federal law, in accordance with FMRSD board policy GBA – Equal Employment Opportunity, or by reason of his/her membership in the Association or participation in its' 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 online and on a designated bulletin board in each District building. Vacancies shall be posted at least five (5) workdays prior to being filled.

17.3 A. Teachers may apply for vacancies by submitting a written application to Human Resources. When more than one presently employed teacher applies for the same position, the provisions of Policy GCK will be followed. (Policy GCK 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.

17.5 Resignations received by the Superintendent between August 1 and September 1 shall not be subject to 17.2 of this Article.

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, Charlestown, NH 03603 or can be delivered in hand to the Superintendent's Office physical address at 122 Route 12A, Langdon, NH 03602.

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, or hereafter employed. The agreement will also be posted on the district website.

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, 2017, 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. 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 A1. All prior work history must be able to be verified for step credit. All step placement credit for training, education and experience shall be on a one year equals one step basis, with two steps subtracted from the final calculation and no placement higher than Step 8 in any subsequent years for newly hired employees. The one exception to this reduced placement would be new hires with more than 12 years of service at the start of their employment.

B. 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.

- C. 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.
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 teachers actively

engaged in credited coursework and/or matriculated in degree programs, gave notice by January 1 of their intent to pursue a salary lane change in the following year and all paperwork and formal grade documentation is provided to the Superintendent's office no later than August 1st.

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.

D. Teachers who have successfully completed the National Board Certification Program will receive a \$3,000 stipend for their accomplishment for every year that the certification is maintained (Appendix A-2). The bonus will be paid in the next school year after receiving notification. Teachers receiving this additional amount will serve as a leader in FM's Mentoring Program without any additional stipends.

E. Any teacher who has been employed in the Fall Mountain Regional School District, for eleven years, will receive in addition to their then current salary, the longevity amount found in Appendix A-3, payable over the appropriate number of pay periods during the school year in which any said teacher will complete any said service. Longevity years are calculated to include the year you are working in. If an employee experiences a break in service, longevity will be retained for all reasons except retirement. 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.

a. Accumulated Sick Leave Payment upon Retirement: Teachers, upon retirement, will receive their sick leave buy back benefit in one, two or three payments. The benefit will be paid in full at the time of retirement, if it can be paid without chargeback to the district.

If it is determined that a charge back will occur, the first payment will be

made to the teacher at the time of retirement for the maximum amount allowed under the current NH Retirement system, guidelines without chargeback to the district.

If a second payment is necessary, it will pay the benefit in full on January 1 of the following year, so long as full payment does not cause a chargeback to the district. If it is determined that chargeback will occur, the second payment will be for the amount allowed under the current NH Retirement System guidelines, without chargeback to the district.

If a third payment is necessary to fulfill the benefit, it will be paid by July 1 of the year following retirement.

b. In the case of multiple applicants for sick leave buy back, the Board will have discretion to approve or deny more than three applicants per attendance area.

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 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.

3. Teachers who began work on or after July 1, 1995, are ineligible for option 1 above and teachers who began work after July 1, 2016 are ineligible for 1 and 2.

4. For teachers hired after July 1, 2016 the following benefit shall apply:
Teachers who are at least 51 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:

- a. 10 years with Fall Mtn. 25% of the teacher's last salary to be paid over a 5 year period or until normal retirement eligibility pursuant to Social Security rules, whichever is sooner.
- b. 15 years with Fall Mtn. 50% of the teacher's last salary to be paid over a 5 year period or until normal retirement eligibility pursuant to Social Security rules, whichever is sooner.
- c. 20 years with Fall Mtn. 75% of the teacher's last salary to be paid over a 5 year period or until normal retirement eligibility pursuant to Social Security rules, whichever is sooner.
- d. 25 years with Fall Mtn. 90% of the teacher's last salary to be paid over a 5 year period or until normal retirement eligibility pursuant to Social Security rules, whichever is sooner.
- e. 30 years with Fall Mtn. 100% of the teacher's last salary to be paid over a 5 year period or until normal retirement eligibility pursuant to Social Security rules, whichever is sooner.

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 six (6) 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.

5. No matches will be levied on any retirement wages.

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 prior. 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

| 2016-2017 | | | | | |
|-----------|--------|--------|--------|--------|--------|
| STEP | BA | BA+18 | MA | MA+15 | MA+30 |
| 1 | 44,757 | 45,652 | 47,678 | 48,578 | 49,477 |
| 2 | 45,876 | 46,793 | 48,870 | 49,792 | 50,714 |
| 3 | 47,023 | 47,963 | 50,092 | 51,037 | 51,982 |
| 4 | 48,198 | 49,162 | 51,344 | 52,313 | 53,281 |
| 5 | 49,403 | 50,391 | 52,628 | 53,621 | 54,613 |
| 6 | 50,638 | 51,651 | 53,943 | 54,962 | 55,979 |
| 7 | 51,904 | 52,942 | 55,292 | 56,336 | 57,378 |
| 8 | 53,202 | 54,266 | 56,674 | 57,744 | 58,813 |
| 9 | 54,532 | 55,623 | 58,091 | 59,188 | 60,283 |
| 10 | 55,895 | 57,013 | 59,543 | 60,667 | 61,790 |

APPENDIX A-2 National Board Certification Stipend

2014-2015 forward:

Teachers earning a National Board Certification designation will be entitled to a \$3,000 per year stipend for their accomplishment in this area as long as certification is maintained.

APPENDIX A-3 Longevity Scale

| Year | Payment | Year | Payment |
|------|---------|------|---------|
| 11 | 2,500 | 26 | 5,100 |
| 12 | 2,600 | 27 | 5,200 |
| 13 | 2,800 | 28 | 5,300 |
| 14 | 2,900 | 29 | 5,400 |
| 15 | 3,000 | 30 | 5,500 |
| 16 | 3,600 | 31 | 5,600 |
| 17 | 3,700 | 32 | 5,700 |
| 18 | 3,800 | 33 | 5,800 |
| 19 | 3,900 | 34 | 5,900 |
| 20 | 4,000 | 35+ | 6,000 |
| 21 | 4,600 | | |
| 22 | 4,700 | | |
| 23 | 4,800 | | |
| 24 | 4,900 | | |
| 25 | 5,000 | | |

APPENDIX B: INSURANCE

A. The Board agrees to provide the HMO - AB \$20 copay plan with Rx R\$10/25/40 M\$10/40/70 (or equivalent) as a medical insurance option for eligible employees during the term of this agreement. This plan shall be the driver plan. The board agrees to provide at least two other plan options, to be chosen at the District's discretion, with employer contributions toward premiums toward such plans based on the driver plan. 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 |
|----------------------------|--|---------------------------|-------------------------------|---------------------------|
| Full time Employees | HMO-AB 20 w/ Rx R10/25/40 M10/40/70 (Driver) | 80% of single plan | 80% of two person plan | 80% of family plan |
| | Other health insurance plans | 80% of driver single plan | 80% of driver two person plan | 80% driver famiy plan |
| .75+ FTE Employees | HMO-AB \$20 w/ Rx R10/25/40 M10/40/70 (Driver) | 80% of driver single plan | 80% of driver single plan | 80% of driver single plan |
| | Other health insurance plans | 80% of driver single plan | 80% of driver single plan | 80% of driver single plan |

Employees may choose any of the plans offered by the District, however, any additional costs between the driver plan at the District's specified percentages of coverage and an alternative plan becomes the financial responsibility of the employee as an out of pocket expense.

Teachers may select single, two-person or family coverage and shall have the option to change plans annually at the open enrollment period designated by the District by completing and submitting to Human Resources election and insurance application forms prior to the end of the open enrollment period. A teacher who is not full time but is contracted for .75FTE or greater will be eligible to receive district contributions of 80% of a single plan only of the driver. Two person or family coverage may be elected but the extra cost will be the responsibility of the employee.

Full time teachers or those contracted for .75 FTE or more, who decline medical coverage will receive a payment of \$250.00 per month (\$3,000 per year)

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. Teachers who were eligible to participate in the opt out immediately prior to July 1, 2016 will be grandfathered and eligible to receive \$333.34 per month (\$4,000 per year) for each month that coverage is declined. To receive this payment, evidence of alternative medical insurance must be provided to the district business office. Should any federal or state legislation become effective during the term of this Agreement mandating benefits or benefit vouchers, this payment will serve as the mandate. Insurance through the District can be resumed at open enrollment or on the first of any month following a qualifying event, at which time the payments will cease. Excise tax (Cadillac tax) under the Affordable Care Act shall be paid by the employee if it is caused by the employee choosing a more expensive plan than the driver. The excise tax (Cadillac tax) shall be split 50/50 by the employee and the district if the driver plan exceeds the ACA excise tax threshold.

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. Teachers who are contracted for .5FTE or more under the teachers CBA 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, or normal retirement age as determined by the social security administration if longer, 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
Fall Mountain Regional School District
Teacher's Contract

First Name: _____ **Step:** _____
Last Name: _____ **Lane:** _____
Assignment: _____ **Longevity Yrs:** _____
Location: _____ **Tenured Status:** Tenured or
Start Date: _____ **Number of Days:** NonTenured

ARTICLES OF AGREEMENT made this 14th day of December, 2015, 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-nine (189) 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 | | |
| 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

Position #

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 (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent

APPENDIX E-2

GRIEVANCE ADJUSTMENT LEVEL A DECISION OF PRINCIPAL

TYPE OR PRINT

(To be completed within two (2) days after the receipt of the written grievance)

Aggrieved Person _____ Date of Formal Grievance Presentation _____

School _____ Principal _____

DECISION OF THE IMMEDIATE SUPERVISOR 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 refer the above decision to Level B.

Date of Response _____
Signature of Complainant _____

NOTE: Keep one (1) copy of this form and send copy to:

1. Aggrieved Teacher
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 (1) 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 (1) 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
FINAL 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 (1) 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

Request for Course Registration Monies

To: Business Administrator - Central Office

From: _____

Date: _____

Attached is a completed registration form for _____ (college) to attend the following course _____ which starts on _____ (date). 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 this will not be more than sixty days after the last scheduled day of class.

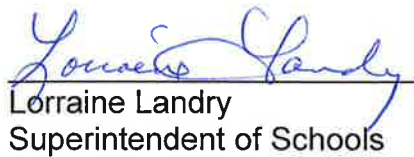
I hereby authorize you to deduct from my wages the attached amount if I fail to comply with the above terms. I also agree to this deduction if I leave the district's employ before submitting the official grade verification.

Signature

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of April, 2016, as of the date and year first written above.

FALL MOUNTAIN REGIONAL
DISTRICT SCHOOL BOARD


Mary Henry, Board Chair


Lorraine Landry
Superintendent of Schools

FALL MOUNTAIN REGIONAL
TEACHERS ASSOCIATION


Kevin Hicks, President


Karen Brown
Negotiations Chair