

Professional Employees Agreement

between the

Inter-Lakes School Board

and the

Inter-Lakes Education Association

2015 - 2017

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## Preamble

The School Board of the Inter-Lakes School District and the Inter-Lakes Educational Association agree that the educational welfare of the children of the District is paramount in the operation of the schools.

The School Board and the Association recognize their responsibility towards each other, to the administration and to the community to communicate in good faith to reach agreement, which is mutually satisfactory.

The Agreement recognizes that teaching is a specialized profession with requirements that must be met to obtain certification, and that the interests of the professional employees and the School Board are both dedicated to the highest quality education in the District. Because of this fact, we willingly cooperate to obtain the best conditions possible to achieve this mutual goal.

All personnel concerned with this Agreement must remember that their value to the Inter-Lakes School District stems both directly and indirectly from their ability to contribute effectively to the total educational climate of the District.

**1. Jurisdiction and Authority of the School Board**

The School Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of their professional employees; (c) to hire, promote, transfer, assign and retain professional employees in positions within the school district and to suspend, demote, discharge, withhold all salary increases at the highest step or increment wage increases, whichever applies, or take any other disciplinary action against the professional employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve professional employees from duties because of lack of work or for other legitimate reason; (g) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (h) to determine the methods, means and personnel by which operations are to be conducted.

The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.

**2. Association Rights**

**2.1** A copy of all policies passed by the Inter-Lakes School Board shall be sent to the President of the Inter-Lakes Education Association, and to all professional employees in the system, or to all professional employees in a building, or to all in a particular subject area, whichever shall apply.

**3. Definition of Agreement**

**3.1** This Agreement has been mutually agreed to by the Inter-Lakes School Board and the Inter-Lakes Education Association (ILEA). It is subject to modification or change, by agreement of the parties, except the School Board reserves the right of such modification of this Agreement that is clearly dependent upon adequate funds as voted by the School District. In such cases, either party may re-open negotiations as provided by RSA 273:A-3(II)(b).

**3.2** The cost of printing and distributing copies of the Agreement will be shared equally by the parties. Copies will be available either electronically (via the school district website) or in print to each professional employee, administrator, and member of the School Board. A copy of this Agreement will be given to each newly-hired professional employee at the same time and in the same manner as is the individual professional employee's written contract. Additional copies can be obtained at the expense of the requesting party.

**4. Peaceful Resolution**

**4.1** The Association and the School Board agree that any difference between the parties on matters relative to this Agreement shall be settled by the means herein provided. The Association, in consideration of the Agreement and its terms and conditions, shall not engage in or condone any strike, work stoppage, or other concerted refusal to perform any job-related assignment, nor shall the School Board sponsor any lockouts. For purposes of this article, voluntary tasks shall not be considered job-related assignments.

**5. Recognition**

**5.1** For purposes of negotiations, the School Board recognizes the Inter-Lakes Education Association (as certified by the PELRB of the State of New Hampshire) as the representative of all full and part-time, regularly appointed professional employees.

5.2 The Association agrees to represent equally all in the unit as designated above without discrimination.

**6. Definitions**

6.1 The term "School Board", as used in this Agreement, means School Board of the Inter-Lakes School District.

6.2 The term "school", as used in this Agreement, means any work location or functional division maintained by the School Board where instruction is offered to the children enrolled in the Inter-Lakes School District.

6.3 The term "Administrator", as used in this Agreement, means contracted professional by the School Board included in the unit defined in the Recognition Article of this Agreement.

6.4 The term "professional employee", as used in this Agreement, means contracted professional by the School Board included in the unit defined in the Recognition Article of this Agreement.

6.4.1 Classroom professional employees are teachers who work with students as a whole class and are responsible for the implementation, instruction, and assessment of the district curriculum in the K-12 continuum.

6.5 The term "Association", as used in this Agreement, means the Inter-Lakes Education Association, affiliated with NEA-NH/NEA.

6.6 The term "Immediate Family", as used in this Agreement, means grandparents, parents, siblings, children, spouse, and the same relation of the spouse, a person who has formerly acted as a parent to the professional employee or the professional employee's spouse, a legally recognized partner, or any other member of the family unit for whom the professional employee is acting in place of a parent and is living in the household of the professional employee.

6.7 The term "days", as used in this Agreement, means school days, except after the student school year (summer recess) when they shall be Monday through Friday, excluding holidays.

7. **Contract**

- 7.1 All professional employees will be employed in the Inter-Lakes School District by a standardized written contract between them and the School Board.
- 7.2 Engagement by contract will be the sole prerogative of the School Board upon nomination by the Superintendent of Schools.
- 7.3 Contracts will be prepared and offered to the professional employees within fifteen (15) days after the School District Meeting. All contracts must be returned to the Superintendent not later than fifteen (15) days after being offered. The contract shall state the date by which the contract must be returned. Return of a signed contract indicates acceptance of the offered position and the conditions appertaining thereto. An unsigned or unreturned contract indicates that the position is refused and the professional employee does not intend to return. Extension of the fifteen (15) day period will only be granted under unusual circumstances and only at the discretion of the Superintendent.
- 7.4 Termination of employment during the contractual year will be by mutual agreement or, in case of dispute, by legal means presently existing to adjudicate such disputes. The pertinent regulations concerning dismissal are contained in the current New Hampshire Statutes Annotated Relating to Public Schools.
- 7.5 The basic contract will call for 190 days of service for the 2015/16, and 2016/17 school years between the starting day of the school calendar and June 30. If contracts are written wherein the length of service demanded or expected is more than 190 days of service for the 2015/16, and/or 2016/17 school years, then compensation shall be granted for such extra days and will be computed for each individual professional employee on a per diem basis in accordance with his/her position on the schedule. The contract will state the number of days expected.
- 7.6 Each contract will indicate the step on the schedule that the contract covers.

8. **Work Day/Work Load**

Professional employees agree to be on duty and to work the hours required to accomplish their total teaching assignment and responsibility. Because of basic differences in school-related responsibilities, it is impossible to keep the teaching day on a completely equal schedule. In fairness, however, to pupils, parents, and professional employees, and in the interest of some uniformity, the following shall be observed.

Full-time professional employees shall report to their school buildings at least thirty (30) minutes before the opening of the pupils' regular (6½-hour) school day in the morning and shall remain for thirty (30) minutes after the close of the pupils' regular school day. Part-time professional employees shall report to their buildings at least thirty (30) minutes before their assigned teaching time and remain at least thirty (30) minutes following his or her assignment.

Part-time and full-time employment\* shall be defined as follows:

At the elementary level: 50% = 3½ hours per day, or 2½ days or 17½ hours per week.

Specialists: 50% = 17½ hours per week or 2½ days.

At the high school, based upon a full-time professional employee teaching six (6) classes over the course of the year, the following percentages will be used for determining the pro-rated workload:

$$6/6 = 100\%$$

$$5/6 = 83.3\%$$

$$4/6 = 66.7\%$$

$$3/6 = 50\%$$

$$2/6 = 33.3\%$$

$$1/6 = 16.7\%$$

*\* Eligibility for all job and fringe benefits for part-time professional employees will be determined by averaging teaching time over the school year.*

Full and part-time professional employees are required to attend District parent/teacher conference days appropriate to their assignment. On the first District parent/teacher conference day only, students will attend school for one-half (½) day. Parent conferences will be scheduled from 1:00 to 7:00 p.m. on the same day.

It is understood and accepted that professional employee attendance at school-affiliated evening meetings is desirable and beneficial.

Except for illness or other emergencies, professional employees will be required to attend such evening sessions as: open house, parent/teacher conferences, and any other evening session where parents visit classrooms and/or confer with professional employees.

## **9. School Calendar**

- 9.1** The Superintendent shall meet and confer with the Association regarding the ensuing year's school calendar and any mid-year changes in the calendar. Individual professional employees may make recommendations to the building principal(s) for the ensuing year's school calendar. The principal(s) in turn will make the professional employee's recommendation known to the Superintendent.
- 9.2** The School Board will make the final determination as to setting the ensuing year's calendar and any mid-year changes in any school calendar. The number of professional employee days for returning professional employees shall not exceed 190 days for the 2015/16, and 2016/17 school years.
- 9.3** In the event days must be made up due to inclement weather or other possibilities, the Superintendent will consult with the Association about possible dates to meet state requirements. The School Board will make the final determination.
- 9.4** The days in excess of the one-hundred-eighty (180) day instructional year for all professional employees shall be known as "in-service" days.
- 9.5** Professional employees who are new to the District or returning after an absence of one or more years are required to attend one "orientation" day prior to the regular calendar. The first "in-service" day for staff will be no earlier than 12 calendar days before Labor Day.

- 9.6** Time during in-service days will be utilized for administrative matters, professional learning, parent/teacher conferences, mid-year semester break for on-site professional employee use, at least one (1) classroom preparation day prior to the opening of school, and one (1) closing day following the final student day of the school year. One (1) day will be considered a double work day; the first half of the day will be for in-service activities. The second half will be for parent/teacher conferences which will be scheduled from 1:00 to 7:00 p.m. This day will count as two days.
- 9.7** There may be one “in-service” day following the final student day of the school year.

**10. Compensation**

- 10.1** Compensation shall be made by check and the professional employee shall have the option, at the beginning of the school year only, of receiving such compensation in: (a) twenty-one (21) payments spaced at two-week intervals, September through June; (b) twenty (20) payments spaced in two-week intervals based on twenty-six (26) payment increments with the balance due and payable as the 21st payment.
- 10.2** In so far as possible, compensation for the basic salary will be evenly divided among the payments and all monies to be withheld by law shall be equal to all others. Exceptions may be as follows:
- 10.2.1** Odd cents in the division will be credited to the first or last check due.
- 10.2.2** Extra compensation for additional duties will be paid in a lump sum at the end of the season or activity. Compensation for year-long duties will be paid in two (2) equal payments, one in December and the other in June.
- 10.3** It is agreed that, upon written authorization of an Association member, the School Board shall deduct an amount to provide payment of dues to NEA-NH/NEA from the regular salary check of that professional employee. Deductions shall be in equal amounts for pay periods between October 1 and May 30. The amounts so

deducted pursuant to such authorization of the professional employee shall be promptly remitted directly to the Association Treasurer. If so indicated on the authorization form, said deduction shall be continuous from year to year until the professional employee notifies the Central Business Office otherwise.

**10.3.1** The Association agrees and accepts the insertion of a save harmless clause for all authorized Association dues. Said clause will read as follows: "The Association shall indemnify and save the Inter-Lakes School District and the School Board harmless against and from any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken, or not taken, by the School Board for the purpose of complying with this request."

**10.4** Final compensation shall be determined by the salary divided by the number of contracted days in the school calendar as referenced in Article 9.

**10.5** The School Board will reimburse all school professional employees who are authorized to travel between schools or to other job sites as part of their teaching assignments at the current Internal Revenue Service rate. The District will not reimburse professional employees for travel to and from school each day.

**10.6** Upon written request, direct deposit of a professional employee's entire pay check or portion thereof shall be made to a bank account specified by the professional employee.

## **11. Basic Salary Schedule**

**11.1** The accepted standard of professional preparation for employment shall be a Bachelor's Degree or its equivalent.

**11.2** When a professional employee obtains an advanced degree which will affect his/her placement on the salary scale during the current school year, he/she should immediately notify the Superintendent by presenting a copy of his/her transcript recording the new degree status as officially granted by a college or university. A salary adjustment due to this new degree status after the start of a school year will begin on the first day of the month.

- 11.3** An individual must show evidence of completion of the appropriate number of credits or degree attained prior to placement on the corresponding track on the salary schedule.
- 11.4** Placement on the salary schedule of experienced professional employees entering the District shall be based on degree status and years of teaching experience before entering this District. These factors shall be assessed by the Superintendent and School Board and this shall serve as the basis for placing an incoming professional employee on an appropriate step on the Salary Scale.
- 11.5** No incoming professional employee will be placed on the scale at a higher salary than that of a professional employee presently in the system with equivalent training and experience.
- 11.6** The salary schedule covering the professional employees of the Inter-Lakes School District will be determined by the Basic Salary Schedule provided in Appendices A and B.
- 11.7** Longevity: 1.55% of base pay
- Longevity shall be paid to professional employees beyond the maximum step of the Basic Salary Schedule (Appendices A and B) at the percentage rate indicated above multiplied by the appropriate step on the appropriate Longevity Schedule. The Longevity Schedules are reflected in Appendices A and B. This amount will be paid to professional employees divided over the pay periods September to June.

## **12. Salary Schedules**

The schedules are attached hereto.

APPENDIX A - Basic and Longevity Salary Schedule, 2015-2016

APPENDIX B - Basic and Longevity Salary Schedule, 2016-2017

APPENDIX C - Co-Curricular Salary Schedule, 2015-2017

**13. Co-Curricular Positions**

**13.1** Salaries for co-curricular positions will be determined by years of experience in the field as per the Co-Curricular Salary Schedule in the appendix, and according to the following:

<u>Level</u>	<u>Percentage of BA Step 1 Salary</u>
I	11.0%
II	9.5%
III	7.5%
IV	5.5%
V	4.0%
VI	3.0%

After eight (8) years of experience in an activity, the salary shall increase at a rate of \$25.00 per year up to a maximum of \$250.00.

**13.2** Any and all co-curricular activities will be offered at the sole discretion of the School Board upon the recommendation of the Superintendent of Schools.

**13.3** Notice of all co-curricular vacancies will be e-mailed to the staff five (5) school days prior to seeking non-school applicants to fill a specific position. After five (5) days, the vacant position will be posted on the District website.

**13.3.1** Vacancies that occur during the summer that must be filled prior to the opening of school shall be posted as above in 13.3. Individuals may also submit letters of interest for specific positions to the appropriate building principal in advance.

**13.4** Any co-curricular position newly created during the term of this Agreement shall be placed on the Co-Curricular Salary Schedule by the School Board until mutual agreement is reached.

**14. Department Heads and Lead Teacher Schedule**

- 14.1 Department Heads will be paid 2% of their annual salary plus 1% for each additional full time person in that department.
- 14.2 Lead Teachers will be paid 5% of their annual salary.
- 14.3 The School Board shall determine the number of department heads and lead teachers and shall appoint individuals on an annual basis as recommended by the Superintendent.
- 14.4 The Superintendent will consult with the building principals prior to making an annual recommendation to the School Board.

**15. Employment Conditions**

- 15.1 The School Board agrees to meet and confer with the Association with regard to developing guidelines for teacher-pupil ratios and class size.
- 15.2 Classroom professional employees at the secondary level shall continue to have an uninterrupted 90-minute planning period daily, and elementary classroom professional employees shall have an uninterrupted 50-minute planning period daily.
  - 15.2.1 At the elementary level, all specials (art, music, physical education, etc.) will be scheduled once per week at the same time for a single grade to allow for a common/team planning period.
  - 15.2.2 Except in an emergency, administrators will gain mutual agreement from faculty at least a day prior to encumbering a professional employee's planning time.
- 15.3 The following shall apply except in the case of an emergency: There shall be no more than two faculty meetings per month, not to exceed approximately sixty-five (65) minutes each. These meetings will be scheduled for the first and third Tuesday of each month. Anyone who is unable to attend or needs to leave early shall notify the principal prior to the start of the meeting. Twice during the school year a meeting can be

extended to 150 minutes. Such extended meetings will be announced at least twenty (20) days in advance so to ensure professional employee attendance. If circumstances warrant, these extended meetings may be scheduled on days other than the first and third Tuesday of the month.

- 15.4** If a professional employee's budget request is not approved at any level, the professional employee shall be entitled to reasons for the non-approval and given an opportunity to appeal through the chain of command, to the Superintendent, before the budget is finalized. This provision shall not be subject to the grievance or arbitration procedures set forth in this Agreement.
- 15.5** Unless by mutual agreement, professional employees shall have a duty-free, uninterrupted lunch period.

## **16. Leaves**

### **16.1 Sick Leave**

**16.1.1** Leaves of absence for personal illness or immediate family illness will be allowed at full pay for fifteen (15) working days per year.

Individual professional employees will accrue unused sick leave at a maximum rate of fifteen (15) days per year and will carry forward, for their use, an accrued balance from one school year to the next. The balance will not exceed ninety-five (95) days. A professional employee's annual sick leave allotment of fifteen (15) days will be added to their accrued balance at the start of each school year, the sum not to exceed one hundred ten (110) days.

Professional employees may use no more than fifteen (15) sick leave days for illness in the immediate family per school year. Under extenuating circumstances, additional paid leave of absence for immediate family illness may be granted by the School Board, not to exceed the total number of days accrued.

It shall be the responsibility of the professional employee to furnish proof of illness requiring more than three (3) consecutive days of leave, if requested by the Superintendent.

**16.1.2** Expectant mothers will meet with their principal to discuss the impending birth of their child and their leave. Maternity related disability, prior to and after the birth of a child, and as certified by a physician, will be treated like any other personal illness.

**16.1.3** Sick leave benefits cannot be used during a leave of absence.

**16.1.4** A sick leave pool will be established. Professional employees may enroll in the pool each year by donating at least one day and up to three days. Enrollment in the pool must take place prior to September 30<sup>th</sup> each year. The sick leave pool may accrue up to 300 days and the pool will be carried forward from year to year maintaining the cap at 300 days. A joint committee, to be known as the Sick Leave Bank Committee, will oversee established criteria, notify all members of the criteria, and determine whether requests for withdrawal from the sick leave bank will be granted. The committee will consist of four members: two from the Association, the respective building principal, the Superintendent. Once decisions of this committee are made, a report of the proceedings will be provided to the office of the Superintendent and the professional employee within five (5) days. The final decision of the committee, relative to the request, is not grievable.

**16.1.5** Annual written notification of accumulated individual sick leave, as of September 1st of the current school year, shall be given to all professional employees by September 15th of the same year.

## **16.2 Bereavement Leave**

**16.2.1** Leave up to five (5) days at full pay shall be granted for death in the immediate family of the professional employee. This benefit would apply as many times in a school year as required.

**16.2.2** One (1) bereavement day at full pay will be granted annually for a death outside the immediate family.

16.2.3 If requested, additional bereavement leave without pay may be approved by the Superintendent.

**16.3 Personal Leave**

16.3.1 Personal leave up to three (3) days per school year shall be submitted to the building principal for approval. The first day of such leave will be at full pay; the second and third days of such leave will be deducted from sick leave.

16.3.2 No personal leaves will be allowed for vacation or recreational purposes or to avoid traveling on weekends or holidays.

16.3.3 Personal leave will be granted only upon three (3) days' advance notice in writing, save in justified emergencies.

**16.4 Professional Leave**

16.4.1 Each professional employee may be allowed, by approval of the administration, five (5) days per year for activities related to District or school needs and identified in the Professional Development Master Plan. Individual recertification will be considered a district need. Approval will be given only if such an activity is clearly and constructively pertinent to the professional employee's educational duties in this District. Full salary will be granted during the absence. These days shall not be accumulative.

**16.5 Military Leave**

16.5.1 Military personnel who are in reserve status and who are called to active duty in any of the United States' military services which cannot be postponed or deferred, such as Reserve Duty, Special Emergency Duty, etc., will be compensated for such absence from their contract duty to the District to the extent that the District will pay during a ten (10) day period, the difference between their per diem contract salary and their per diem military pay. Such compensation shall be made only after one (1) year of experience in the District. The intent is that such professional employee

be assured of the equivalent of his/her per diem salary for a ten (10) day period per calendar year when the military salary is less than his/her teaching salary.

**16.6 Jury Duty Leave**

**16.6.1** Any professional employee of the District called to serve as a juror will continue to receive their contracted salary in addition to jury pay.

**16.7 Sabbatical Leave**

**16.7.1** All regularly employed professional employees, who have taught at least six (6) years in the Inter-Lakes School District, may, upon recommendation of the principal and with the approval of the School Board, be granted a Sabbatical Leave for professional activities, which the professional employee expects to pursue in furthering his/her professional competence.

**16.7.2** The leave, if granted, shall be for one (1) school year and will require advance study, research, or other professional activities, or any combination thereof. Such activities must support and reinforce District and/or school needs.

**16.7.3** A proposed program or written statement of purposes and objectives must be filed at the time of application.

**16.7.4** No more than five percent (5%) of the professional employees in the system will be granted this leave in any contract year.

**16.7.5** Requests for this leave must be received by the Superintendent in writing no later than December 1 and action must be taken by the School Board on all requests no later than March 30.

**16.7.6** The professional employee will be paid one-half of the gross annual salary during the period of absence and, upon return, will advance on the salary schedule in the usual manner, as if performing his/her regular duties. Compensation shall be paid in full at the beginning of the leave.

**16.7.7** Professional employees on leave shall be entitled to all salary increments and other benefits in force during their leave, as if they had been fulfilling their normal school assignment.

**16.7.8** Candidates for Sabbatical Leave are required to guarantee three (3) subsequent years of service to the District. A refund of leave salary must be made to the District if a candidate fails to return. Each professional employee on Sabbatical Leave shall issue a promissory note at the current rate of interest which shall become due if the professional employee does not return and shall be paid off within three (3) years. If the professional employee resigns or retires before completing three years, the balance is due at the time of resignation. Upon returning to his/her position, the professional employee shall be expected to demonstrate evidence of benefits gained by this leave and shall share these benefits with colleagues and students in the appropriate educational environment.

**16.7.9** If the professional employee on sabbatical does not comply with any of the conditions of the leave, the right to such leave and/or right to return shall be denied.

**16.8 Parenthood Leave**

**16.8.1** A child-rearing leave of absence without pay for a period of up to one year shall be granted by the School Board upon request of the professional employee. In order to preserve the continuity of instruction, the leave time shall begin and end at a time mutually agreed upon between the School Board and the professional employee. Extended child-rearing leave may be granted at the discretion of the School Board. Upon application by the professional employee, this leave may be terminated at the discretion of the School Board.

**16.8.2** The professional employee may continue personal payment, through the business office, for health insurance benefits after the benefits in the Family Medical Leave Act (FMLA) have expired.

**16.8.3** Upon return to service, the professional employee shall be granted the total number of sick leave days accumulated prior to the leave.

**16.8.4** Placement on the salary schedule, upon return from this leave, will be at the least the same as when the professional employee took leave. If the professional employee has worked at least ½ of the school year, advancement on the salary schedule will be entitled.

**16.9 Absence**

**16.9.1** Professional employees who are on at least the fourth (4) year of their contract with the District may request a leave of absence without pay for one (1) school year. A written request must be submitted to the Superintendent no later than February 1. The School Board will act on the request no later than March 30. During the leave of absence, the professional employee may continue health insurance payments through the business office.

**16.9.2** Leave of absence without pay for extenuating circumstances may be granted at the discretion of the School Board.

**17. Substitute Professional Employees**

**17.1** Efforts will be made to provide substitutes for all professional employees who are absent from school.

**17.2** The use of regular professional employees as substitutes shall be avoided whenever possible.

**17.3** Efforts will be made to secure substitutes fully certified to teach in the subject areas in which there is an opening.

**17.4** Efforts will be made to secure substitutes for paraprofessionals who are absent.

**18. Retirement Incentives**

A maximum of three professional employees who have reached the age of 57 and who have worked for 15 years within the Inter-Lakes School District as a professional employee will be eligible in their final year of employment for retirement incentives equal to 50 percent of the retiree's highest earned salary in the District. Eligibility will be determined by the age of the retiree on June 30 of the final year of employment.

**18.1** Notice of retirement must be submitted to the Superintendent by December 1 of the final year of employment.

**18.2** The School Board may waive the December 1 notice requirement or release the individual from his/her retirement commitment in case of an emergency or hardship. It may also increase the maximum number of eligible retirees in any given year.

**18.3** In the event of more than three applicants, determination of the three eligible professional employees shall be made first on the basis of the sum of years of service as a professional employee to the District and their age. If a tie-breaker is necessary, years of service will be the first determining factor followed by date of birth. The length of service of part-time professional employees shall be pro-rated. The School Board will notify all applicants by December 30.

**18.4** Payment of benefit will be made no later than July 31<sup>st</sup> of the following fiscal year. This payment is intended to be part of the final year's compensation as defined by the New Hampshire Retirement System.

**18.5** If the plan is not saving the District money, the parties agree to reopen negotiations for the sole purpose of reevaluating the plan's effectiveness.

**19. Insurance**

**19.1** Liability insurance protecting professional employees against suits resulting from accidents to students, and Workers' Compensation will be in effect and the premium paid by the District. Pay for each day of sick leave that is covered by Workers' Compensation will be the difference between the regular net per diem salary and the amount paid by insurance with the same fractional part to be deducted from the professional employee's accumulated sick leave.

**19.2** The Inter-Lakes School District agrees to pay 92% in 2015/16 and 87% in 2016/17 of the premium for a single, two-person, or family plan for Anthem Matthew Thornton Blue plan (MTB20). The district will offer Anthem Blue Choice Plan (BC2T20) single, two person or family with the district paying a dollar amount equal to the district's share of the premium for the Anthem Matthew Thornton Blue Plan (MTB20). The district will offer Matthew Thornton Blue SOS 25/50/3KDED single, two-person or family with the district paying 100% of the premium. Professional employee contribution to premiums shall be paid through payroll deduction in equal installments based on twenty-one (21) pay periods. Professional employees shall have the option of pre-tax payment.

**19.2.1** A professional employee must enroll as a subscriber under the provisions of Section 19.2 in order to be eligible for benefits or contributions set forth therein.

**19.2.2** Part-Time Professional Employees

- a. Through August 24, 2005 any professional employee hired for a position of 50% or more shall be eligible for the Inter-Lakes School District Health Plan. Part-time professional employees\* who teach less than 50 percent will be eligible for benefits paid by the District at that same percentage as their employment. \*(Footnote on page 7 applies.)
- b. Beginning on August 24, 2005, any professional employee who is hired by the District prior to July 1, 2005 shall be grandfathered to be eligible for the benefits described in paragraph a. above. Beginning August 25, 2005, any professional employee who is hired by the District on or after July 1, 2005 who teaches less than 100%-time will be eligible for benefits paid by the District at the same percentage as their employment. Eligibility for all job and fringe benefits for part-time professional employees will be determined by averaging teaching time over the school year.

**19.2.3** In lieu of District-provided health insurance and when the professional employee provides proof of health insurance, a two thousand dollar

(\$2,000.00) cash opt-out will be allotted. Payment will be made in equal installments throughout the contracted year in conjunction with payroll. Part-time professional employees who teach less than 100% will be eligible for opt-out, prorated according to their teaching assignment. A professional employee desiring to enroll in the Inter-Lakes School District's Health Insurance Plan during the plan year may do so only if there is a qualifying event. In absence of a qualifying event, professional employees will have the opportunity to rejoin the plan during the annual open enrollment period.

**19.2.4** To the degree allowable under Section 125 of the Internal Revenue Service Code, professional employees will be allowed to designate up to \$5,000.00 of their salary to be deducted for the purpose of paying out-of-pocket medical expenses and dependent care expenses. Individuals may set up two Section 125 funds, one for medical and one for dependent care. By Section 125 code, a dependent care fund may not exceed \$2,500.00 per individual or \$5,000.00 per couple. The medical fund is limited by the District to \$5,000.00. In the case of dependent care funds, current claims cannot exceed current professional employee contributions. Once designated, unused money may not be reclaimed by professional employees (tax code requirement).

### **19.3 Retiree Health Insurance**

#### **19.3.1 Eligibility**

- a. Professional employees who both were employed and had completed 10 years of service to the District as of July 1, 2005, shall be eligible for the benefits set forth in Section 19.3.2, provided that they meet the requirements set forth in Section 19.3.2.
- b. Professional employees who were employed but had not completed 10 years of service to the District as of July 1, 2005, shall be eligible for the benefits set forth in Section 19.3.2 until such time as they reach Medicare eligibility age, provided that they meet the requirements set forth in Section 19.3.2.

- c. Professional employees who were not employed by the District as of July 1, 2005, shall not be eligible for any benefits under Section 19.3.2.

**19.3.2 Benefits**

- a. The District shall pay the same percentage for eligible retirees that it paid for active professional employees as of the time of retirement toward the cost of all the provisions detailed in Article 19.2 (or Medicare/MediComp plan when the retiree is eligible) at the single or two-person level and shall reimburse eligible retirees, as detailed in Article 19.2.4, for any professional employee who retires from the District after September 1, 1988, provided such retiree has reached age 55 at the time, has ten (10) or more years of service to the District, is employed by the District at the time of retirement, and does not opt for medical insurance through any other employer; or,
- b. The District shall pay the same percentage for eligible retirees that it paid for active professional employees as of the time of retirement toward the cost of all the provisions detailed in Article 19.2 (or Medicare/MediComp plan when the retiree is eligible) at the single or two-person level and shall reimburse eligible retirees as detailed in Article 19.2.4, for any professional employee who retires from the District after September 1, 1988 at any age due to medical disability provided the retiree has ten (10) years of service to the District. Should retirees' medical insurance be funded by the State Retirement System, this provision shall be revoked, except as necessary to maintain the same level of coverage.

- 19.4 A \$50,000 term life and accidental death insurance policy will be provided by the District for each professional employee.
- 19.5 Effective July 1, 2015, the District will pay 90% of the single, two-person, or family coverage cost of Delta Dental Plan 3B. Professional employees electing for single, two-person or family dental coverage must execute a payroll deduction authorization for their respective 10% contribution to the cost of this coverage.
- 19.6 Determination of insurance carriers will be at the sole discretion of the District.

**20. Professional Standards**

- 20.1 Professional employees will maintain their proficiency and certification in accordance with certification regulations and directives issued by the State Board of Education.
- 20.2 No professional employee shall be engaged or continue in employment who shall fail to meet the above provisions of this School Board Professional Employees Agreement as stated in Article 20, Section 20.1.
- 20.3 All personnel are expected to conduct themselves in a professional and ethical (as referenced in School Board Personnel Policy 4154) manner in their contact with pupils, parents, their peers, and the administration and the School Board.
- 20.4 It is expected, throughout the life of this Agreement and during the normal school year, the School Board will authorize committees comprised of professional employees, administrators, School Board members and others if need be, to study a specific problem or concern, e.g., curriculum study, textbook selection. Staffing of such committees will be done on the basis of volunteers and will not be compensated.
  - 20.4.1 All professional employees are expected to serve on the school re-evaluation and accreditation committees. Attendance at such reevaluation and accreditation committee meetings or work assigned for such committees before and after student hours will be limited to three (3) hours a month. When additional time is needed during a month, the

professional employee will seek approval for compensation from the administration. Additional time spent on committee meetings or work assigned to the committee member shall be compensated at an hourly rate of 13.3% of the professional employee's per diem salary. The professional employee shall be responsible for submitting the appropriate form to the central business office within thirty (30) days of the committee meeting to be eligible for reimbursement under this article. Extenuating circumstances will be reviewed by the School Board.

**20.4.2** Such committees may schedule meeting times that are mutually agreeable to the committee members, so long as such meetings do not interfere with scheduled student classes and are approved by the supervising principal(s).

**20.4.3** Expenses for the purpose of completing a committee's work may be approved in advance by the Superintendent. Committee members shall receive additional compensation for this service if such services are performed during the summer vacation.

**20.5** The District's Recertification Plan, which is a section of the District's Professional Development Master Plan, shall be a plan which is developed by the cooperative efforts of the administration and professional employees and approved by the School Board. All future modifications to this Master Plan during its life span must also be developed cooperatively and have the approval of the School Board. The professional employee representatives to the District's Professional Development Committee will be elected, at the building level, from the entire staff in elections conducted by the Association.

## **21. Professional Improvement**

**21.1** The School Board shall provide each professional employee up to \$2,400 for coursework or \$750 for other professional improvement activities. In the event that the coursework costs less than \$750, the difference between the course cost and \$750 may be used by the professional employee for additional professional improvement activities.

**21.2** Applications will be processed by the building principal as received. The principal may request that the professional employee explain how the activity is relevant to his or her own employment in the school district. Final determination as to whether the activity is eligible for payment or reimbursement rests with the principal. All professional improvement requests must be submitted for approval by May 22<sup>nd</sup>.

**21.2.1** Requests for pre-payment shall be submitted to the principal at least thirty (30) calendar days prior to the start of the professional improvement activity. If pre-payment is issued and the employee does not attend and/or successfully complete the activity, the employee agrees to reimburse the full amount to the District within thirty (30) calendar days of the scheduled activity's completion date. In the event that the District is not reimbursed by the professional employee, the professional employee forfeits access to any professional development funds until pre-paid funds are reimbursed.

**21.2.2** Upon successful completion of an activity, proof of payment and any additional expenses, where allowed, must be submitted to the principal within thirty (30) calendar days of receipt of the grade and/or proof of successful attendance. Exceptions to the timelines may be granted by the Superintendent.

**21.2.3** If the pre-payment option was not requested, the District shall reimburse the professional employee for the activity within thirty (30) calendar days after the professional employee submits the documentation required by Section 21.2.1.

**21.2.4** Reimbursement shall be made only for courses in which the professional employee receives a grade of B (3.0) or better.

**21.4** After May 22<sup>nd</sup>, unencumbered professional improvement funds may be authorized by the administration for additional professional employee professional improvement. Individual professional employees may request an additional sum of money.

**22. Professional Employee Protection and Student Discipline**

**22.1 Assistance in Assault Cases**

**22.1.1** Professional employees will immediately report all cases of assault sustained by them in connection with their employment to their principal and submit a written report of the incident within forty-eight (48) hours, except in extenuating circumstances. The Superintendent or designee shall acknowledge to the professional employee receipt of such report within 48 hours whenever practical or as soon thereafter as possible. The professional employee's report will then be forwarded to the Inter-Lakes School Board.

**22.1.2** The attorney for the School Board shall advise the professional employee of his/her rights and provide such information in writing; provide the professional employee the relevant information concerning the incident known to the administration, police or other agencies involved; accompany the professional employee in court appearances; and advise the professional employee in investigations by police or other legally conducted investigations.

**22.2 Legal Counsel**

The School Board agrees to provide legal counsel to professional employees in any civil action or criminal proceedings arising out of any disciplinary action taken against any pupil of the school district while in the discharge of duties within the scope of his employment. The professional employee must, however, within ten (10) days of service of summons, complaint, or other legal paper, deliver the original or a copy to the School Board.

**22.3 Compensation for Lost Time and Destruction of Personal Property**

**22.3.1** If such an assault (as in 22.1) on a professional employee results in lost time, the professional employee shall be paid in full and such paid absence shall not be deducted from any accumulated sick leave to which such professional employee is entitled under this Agreement.

**22.3.2** If a professional employee suffers loss or destruction of personal belongings while in the line of duty (e.g., to stop a disturbance, is assaulted by a student, or while attempting to prevent the destruction of district property, such as fire), the School Board will assume the reasonable cost of the replacement or repair of such item(s) provided such loss, damage, or destruction was not due to the professional employee's negligence or otherwise covered by Worker's Compensation or insurance benefits provided by the District. The professional employee must report the incident and loss to the building principal in writing within forty-eight (48) hours or as soon as possible after the incident occurred. In no event shall a professional employee seek duplicate compensation from both the District and a private insurer.

**22.4 Student Discipline**

The administration will meet and confer with the Association to review/develop rules and regulations for student discipline. Final authority for the development of such rules and regulations rests with the School Board. Such rules and regulations shall be distributed to students, professional employees and parents at or near the beginning of the school year.

**23. Professional Employee Evaluations**

**23.1** The evaluation program is to be used to assist professional employees in the performance of their duties and as a means of guiding and counseling for continued improvement in the educational standards of the School District and maintenance of competent professional employees. The preparation of annual evaluations is the responsibility of the supervising principals and/or other appropriate administrators using the Framework for Teaching Evaluation Instrument (Danielson, 2007, 2013 eds.). The administrator will use the appropriate Professional Employee Evaluation Rubric (PEER) based on the professional employee's position in the district. See Appendix D. Appendix D will be available on line and in each school library.

## 23.1.1

### **Inter-Lakes Professional Employee Evaluation Plan**

Created by: The Professional Employee Evaluation Committee:

Kathleen Hill – Curriculum Coordinator  
Dr. Steven Kelley – Elementary School Principal  
Patricia Kennelly – High School Principal  
Richard Hanson – School Board Chair  
Sally Whalen – School Board Member  
Stephanie Howard – Professional Employee  
Susan Greenlaw - Professional Employee  
Alesia Parks - Professional Employee  
Mark Parsons - Professional Employee  
Jeremy Hillger – Professional Employee

In accordance with Section 23.1.1 (2012-2015 Professional Agreement), a committee was created in the Fall of 2012. The committee, which was comprised of school board members, administrators and professional employees, was charged with reviewing the current evaluation tool and making recommendations for improvement. In addition, the committee addressed the federal and state mandate that at least twenty percent (20%) of a professional employee's evaluation be based on student performance data. The committee worked through the Fall of 2014, and the decisions of the committee are as follows:

The evaluation program is to be used to assist professional employees in the performance of their duties and as a means of guiding and counseling for continued improvement in the educational standards of the school district and maintenance of competent professional employees. The preparation of annual evaluations is the responsibility of the supervising principals and/or other appropriate administrators using the *Framework for Teaching Evaluation Instrument* (Danielson, 2007, 2013 eds.). The administrator will use the appropriate Professional Employee Evaluation Rubric (PEER) based on the professional employee's position in the district. See Appendix E.

An evaluation will represent a numeric composite score of the professional employee's total job performances, including observation by administration, student performance data and performance of daily job-related responsibilities since the last evaluation. A professional employee will be evaluated using five domains.

The following correlation between numeric scores and levels will be used:

Unsatisfactory = 1    Basic = 2    Proficient = 3    Distinguished = 4

The first four domains, which will account for eighty percent (80%) of the professional employee's total score, will come directly from Danielson's *Framework for Teaching Evaluation Instrument*. A professional employee will receive a numeric score of one through four (1-4) on each of these domains.

## **Inter-Lakes Professional Employee Evaluation Plan (cont'd.)**

The fifth domain, which will account for twenty percent (20%) of the professional employee's total score, will be determined using student performance data. This will be calculated using a *District Based Shared Attribution Component (50%)* and a *Student Learning Outcome (SLO) Component (50%)*. These components will use the one through four (1-4) numeric scale.

*District Based Shared Attribution:* is defined as professional employees of the district sharing standardized assessment results and attributing those results to the performance of their school. This score will be derived from the Smarter Balance Assessment results. Professional employees of the Inter-Lakes School District will share and receive the same numeric score. The District Based Shared Attribution score will be scored on the numeric (1-4) scale, and calculated using a three-year average.

*Student Learning Outcome (SLO):* is defined as measurable student results that will be created and agreed upon by the professional employee and his/her administrator during the annual goal setting meeting. The professional employee and the administrator will determine how the SLO will correlate to the numeric (1-4) scale.

At the end of the three-year cycle, a professional employee's domain five score will be the sum of their shared attribution scores and their SLO scores. The professional employee will receive an average score for each domain. This will be calculated by dividing the professional employee's cumulative domain points by the number of components per domain. The final score of the evaluation will be based on the average score of the five domains and will be reported on a numeric (1-4) scale. The score will be rounded appropriately to the nearest whole number.

Please see the Inter-Lakes School District's faculty page for the P.E.E.R's and P.E.E.F's.

- 23.2** Evaluations will be done using the Professional Employee Evaluation Rubrics (PEER), Professional Employee Evaluation Levels (PEEL), Professional Employee Evaluation Form (PEEF), Professional Employee Evaluation Handbook (PEEH), and Professional Employee Evaluation Glossary (PEEG) that are in Appendix D.
- 23.3** During the first three weeks of school, an administrator shall orient professional employees new to the District regarding evaluation procedures.
- 23.4** An evaluation will represent a composite of the professional employee's total job performances, including observation by administration and while performing daily job-related responsibilities since the last evaluation.
- 23.5** Whenever a professional employee is rated unsatisfactory on the PEEF, an explanation shall be provided, and shall have been preceded by assistance, when possible, as spelled out elsewhere in this Agreement.

- 23.6** A professional employee shall be given a copy of any evaluation report prepared by his/her evaluators at least one day before any conferences held to discuss it.
- 23.7** All professional employees are to be formally observed in their job assignment prior to receiving their evaluation. Each formal classroom observation shall be scheduled with the professional employee for a minimum of thirty (30) minutes or the duration of the activity or lesson. All formal classroom observations of the performance of a professional employee shall be conducted openly and with full knowledge of the professional employee.
- 23.8** No professional employee shall receive adverse comments from any administrator in the presence of the pupils, except in extraordinary situations requiring immediate action.
- 23.9** A formal classroom observation report shall be given to the professional employee as soon as possible after each formal observation. A post-conference between the administrator and the professional employee shall occur after each formal classroom observation to discuss the observation. A copy of the formal observation report, signed by the professional employee and administrator, shall be submitted to the Superintendent within seven (7) school days after the conference. The professional employee's signature shall indicate only that the report has been read by the professional employee and shall not be interpreted to indicate agreement with the contents. No professional employee shall be required to sign a blank or incomplete observation report form.
- 23.10** All other observations of the professional employee's work performance, which are to be made part of his/her file, will be made known to the professional employee in a timely manner. No written report shall be submitted to the Superintendent, placed in the professional employee's file, or otherwise acted upon without a prior conference with the professional employee.
- 23.11** The Administration shall offer direct assistance including specific recommendations to help the professional employee improve if performance has shown need for improvement. A reasonable time for improvement will be given.

**23.12** If the professional employee disagrees with any evaluation or observation report, such disagreement may be so indicated in writing within seven (7) school days of receipt of the evaluation and, upon request, a written statement of disagreement shall be placed in the professional employee's personnel file and attached to the relevant documents.

**23.13** Complaints

Those job-related complaints regarding a professional employee made to any member of the administration by any parent, student, or other person who may be used in evaluating the professional employee shall be promptly investigated. Professional employees shall be given an opportunity to meet personally and respond to and/or rebut those complaints which, if substantiated as a result of the investigation, may become a part of their file. With the professional employee's consent, an alternative means of interaction may be used in place of the personal meeting.

**23.13.1** The professional employee shall acknowledge that he/she has had the opportunity to review such complaint by signing the copy to be filed, with the understanding that such signature indicates only that the report has been read by the professional employee and shall not be interpreted to indicate agreement with the contents.

**23.13.2** The professional employee shall also have the right to submit a written response to such material which shall be reviewed and initialed by the Superintendent and attached to the file copy.

**23.14** Personnel Files

Each professional employee shall be entitled to knowledge of, and access to, his/her personnel file and have the right to reproduce materials in that file.

**23.15** Professional employees shall receive a copy of any materials placed in their personnel file, except routine materials such as payroll or insurance forms, and will indicate receipt by returning a signed copy to the Superintendent's office within five (5) days. If a signed copy is not returned, the school district will contact the professional employee to verify receipt of such material. If the

document remains unsigned, the material shall be filed unsigned. The professional employee's signature shall indicate only that the report has been read and shall not be interpreted to indicate agreement with the contents.

**23.16** A professional employee may submit to the Superintendent a written statement regarding any material placed in the professional employee's personnel file, together with any materials supporting the written statement. The written statement and supporting materials shall be maintained as part of the professional employee's personnel file.

**23.17** No materials may be removed from the personnel file of any professional employee without the written consent of the Superintendent and the professional employee.

**24. Professional Employee Discipline**

**24.1** A professional employee shall be entitled to have a representative of the Association present during any meeting that may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the professional employee until such representative of the Association is present. If disciplinary action is likely to occur at a given meeting, the professional employee shall be advised immediately of said possibility.

**24.2** No professional employee shall be discharged or disciplined without just cause.

**25. Reduction in Force**

**25.1** If it is necessary to reduce the number of professional employees employed by the District for legitimate reasons such as a substantial decrease in student enrollment or reduced funding, the School Board may lay off or reduce professional employees. The School Board will make every reasonable effort to minimize the effect of reduction in force on professional employees by absorbing as many positions as possible through attrition (retirements, resignations, refusals to contract, or leaves of absence). The School Board, in determining which professional employees shall be laid off or reduced to part time, will take the

following into equal consideration: the job performances of each individual, as established through a review of the written Professional Employee Evaluation; areas of certification; specialized area(s) of training needed for the continuation of District instructional programs; seniority in the District; and level of educational attainment.

- 25.2** Seniority shall be determined only by the number of years as a duly-certified professional employee of the Inter-Lakes School District.
- 25.3** The School Board and the Association shall collaboratively create and maintain a database that lists each professional employee's area(s) of certification, specialized area(s) of training, seniority in the District, and level of educational attainment. This database will be updated annually. The administration will create and distribute an annual list of specialized areas of training needed for the continuation or implementation of District instructional programs. This list will be developed annually by June 1<sup>st</sup> for the upcoming school year.
- 25.4** Professional employees who are laid off or reduced shall be reinstated in inverse order of their being laid off or reduced for any vacancy for which they carry the appropriate certification. Reinstatement shall not result in a loss of credit for previous years of experience both within the District and elsewhere. Rights to reinstatement shall be in effect for three years and ninety days from the last day of employment within the District.
- 25.5** No new or substitute appointments may be made while there are laid off or reduced professional employees who are qualified and certified to fill any vacancy and willing to accept the available assignment.
- 25.6** Seniority for years of part-time employment shall be pro-rated and cumulative. There shall be no seniority among temporary professional employees.
- 25.7** The Association shall be notified and the School Board shall give written notice of recall by sending a registered or certified letter to said professional employee, at his/her last known address. If a professional employee fails to sign and return a contract within the specified time frame, said professional employee shall be considered as a voluntary resignation, thereby terminating the individual's

professional employee contract and any other employment relationship with the School Board.

**26. Transfer, Assignment, Reassignment**

**26.1** For the purpose of this article, transfer shall be defined as moving a professional employee from one school, grade or position to another or, at the elementary level, moving a professional employee from one grade to another.

**26.2** All open positions will be posted in all school buildings and on the District website as soon as they become available.

**26.2.1** As a result of the posting, volunteers may apply. The Superintendent shall consider all volunteers before making any involuntary transfers.

**26.3** Professional employees who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent no later than May 1. The Superintendent shall retain such request on file for a full calendar year after such a request is made. Such statement shall include the grade and/or subject to which the professional employee desires to be assigned, in order of preference, and reason for change. All requests will be acknowledged in writing. Seniority, the individual's qualifications and system-wide balance of experience and inexperience, as well as the desire of the professional employee, shall be considered. The final decision pertaining to assignments rests with the Superintendent of Schools.

**26.4** If the Superintendent decides to transfer a professional employee:

- a. The professional employee will be given as much prior notice as possible in writing.
- b. The professional employee may, within ten (10) school days of receipt of such notice, request in writing a meeting with the Superintendent.
- c. Within ten (10) school days of receipt of such request, the Superintendent and/or his designee shall meet with the professional employee. The professional employee may be accompanied by a representative of the Association or other chosen representative.

- d. At that meeting, the professional employee will be given the reason for the transfer, and the transfer will be discussed.
- e. A good faith effort shall be made to consider the wishes of the professional employee.
- f. Within ten (10) school days of such meeting, the Superintendent shall notify the professional employee involved and the School Board of his/her decision.

**26.5** As soon as practicable, and no later than the last two weeks of school, the appropriate administrator shall notify individual professional employees of their tentative assignments for the ensuing year.

**26.6** In order to assure that pupils are taught by professional employees working within their areas of competence, professional employees will not generally be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

**26.7** Notice of all open certified positions in the Inter-Lakes School District shall be posted in the schools and on the district website. The posting notice shall set forth the qualifications for the position. Individuals interested in applying for the position shall do so in the manner prescribed in the notice, within five (5) days, after the date of the notice. No permanent appointment to a position shall be made, until five (5) days after notice has been issued. Any professional employee who applies for a position will:

- a. Receive notice of receipt of his/her application.
- b. Receive notice of the decision on his/her application.

## **27. Grievance Procedures**

**27.1** Definition: A "grievance" shall mean an alleged violation, misinterpretation or misapplication with respect to one or more professional employees of any provision of the collective bargaining agreement. See RSA 273-A:1(V).

**27.2** Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare and/or working conditions of the professional

employees. Both parties agree that these procedures will be kept informal and confidential at any level of the procedure.

- 27.3** A grievance to be considered under this procedure must be initiated by the professional employee, the Association or the School Board within ten (10) school days of its known occurrence. The professional employee will present the grievance to the administrator whose action is the subject of the grievance during non-instructional time with the objective of resolving the matter informally. If the grievance is not resolved through this informal process, the professional employee may proceed to Level 1 by submitting the grievance in writing to the Administrator within ten (10) school days of the informal meeting. The Administrator shall provide a copy to the Association building representative.
- 27.4** Procedure: If a grievance concerns another professional employee, that professional employee must be notified in writing that action is being taken. After the informal meeting, all grievances and decisions on all levels must be in writing. It is understood that all professional employees shall, at the discretion of the School Board, with full salary during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the School Board until such grievance and any effect thereof shall have been fully determined. Should a grievance extend beyond the school year, the procedure shall continue as prescribed. It is the intent of the parties to proceed to resolution of grievances in an expeditious manner.
- 27.4.1** Grievances submitted by the Association shall be filed at the appropriate level. Grievances initiated by the School Board, or its designee, shall be submitted in writing to the President of the Association. The Association shall advise the School Board of its position in writing within ten (10) school days. Disputes not resolved in this manner shall be submitted directly to Level Four.
- 27.5** The grievant may be represented at all levels of the grievance procedure, at his/her option, by himself/herself or by his/her chosen representative, or by a representative selected by the Association. The Association shall have the right to be present and participate at all levels of the grievance procedure and shall receive a copy of all decisions rendered.

- 27.6** Level One: The Administrator shall respond in writing to all parties involved within five (5) days of receipt of the written grievance.
- 27.7** Level Two: If the grievance is not resolved at Level One, it must be submitted in writing within five (5) days to the Superintendent. The Superintendent, the aggrieved professional employee and/or his/her chosen representative shall meet within a reasonable time in an attempt to resolve the matter and the Superintendent shall render his/her decision, in writing, to the aggrieved and the Association within ten (10) days.
- 27.8** Level Three: If the grievance is not resolved at Level Two, the professional employee shall have the right to file said grievance with the Secretary of the School Board within five (5) days of the decision rendered in Level Two. The School Board shall conduct a grievance meeting within a reasonable time in an attempt to resolve the matter, and the School Board shall render its decision, in writing, to the aggrieved professional employee and the Association within ten (10) days.
- 27.9** Level Four: If not resolved at Level Three, the grievance may be submitted to binding arbitration or to the New Hampshire Courts. The aggrieved, through an election of forum, must choose (in writing) either arbitration or the Courts (and in doing so is then precluded from attempting to follow the second route also). If the grievance is submitted to arbitration, the following procedure shall apply. The School Board shall be notified in writing within ten (10) days after the date of its decision that the grievance is being submitted for arbitration. The following procedure shall be used to secure the services of an arbitrator:
- 27.9.1** The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days, the Public Employee Labor Relations Board (PELRB) will be notified and requested to submit a roster of persons qualified to function as arbitrator.
- 27.9.2** If the parties are unable to determine within ten (10) days of receipt of the list, a mutually satisfactory arbitrator, the PELRB may be requested by either party to designate an arbitrator.

- 27.9.3** The arbitrator shall limit him/herself to the issues submitted to him/her. The arbitrator shall be bound by, and must comply with, all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding.
- 27.9.4** The School Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.
- 27.9.5** The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the School Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.
- 27.10** All interested parties shall have the right to be represented by counsel of their own choosing, to present such witnesses and documentary evidence as may be pertinent, and to cross examine witnesses offered by other parties.
- 27.11** All parties shall be afforded the opportunity for oral arguments and shall be permitted to file written briefs. Copies of all briefs, notices and requests shall be furnished to the opposing parties.
- 27.12** Any and all deadlines set forth in this Article may be extended by mutual agreement of the parties. Any step of the grievance process may be waived by mutual agreement of the parties. The grievance shall be considered resolved if one of the parties involved has not responded before the time period for appealing has passed.
- 27.13** Documents, communications, or records concerning the processing of a grievance shall not be placed in a professional employee's personnel file, except as mutually agreed by the parties; nor forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. There shall be no retaliation in any form taken against a professional employee for filing a grievance.

28. **Miscellaneous**

28.1 **Tuition Free for Non-Resident Professional Employee Children**

Non-resident professional employees may enroll their children tuition free in the District in accordance with School Board policies, e.g., School Board policy #5118, Non-Resident Admission. This provision is not grievable.

29. **Entire Agreement Clause**

29.1 This Agreement supersedes all previous Agreements, based on alleged past practices, between the School Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing.

## Appendix A

### 2015-2016 Inter-Lakes Salary Schedule

Step	BA	MA	MA+30
1	38,164	43,118	45,595
2	40,641	45,595	48,072
3	43,118	48,072	50,549
4	45,595	50,549	53,026
5	48,072	53,026	55,502
6	50,549	55,502	57,979
7	53,026	57,979	60,456
8	55,502	60,456	62,933
9	57,979	62,933	65,410
10	60,456	65,410	67,887

### 2015-2016 Inter-Lakes Longevity Salary Schedule

Step	BA	MA	MA+30
11	61,048	66,001	68,478
12	61,639	66,593	69,070
13	62,231	67,184	69,661
14	62,822	67,776	70,253
15	63,414	68,368	70,844
16	64,005	68,959	71,436
17	64,597	69,551	72,028
18	65,188	70,142	72,619
19	65,780	70,734	73,211
20	66,372	71,325	73,802
21	66,963	71,917	74,394
22	67,555	72,508	74,985
23	68,146	73,100	75,577
24	68,738	73,691	76,168
25	69,329	74,283	76,760
26	69,921	74,875	77,351
27	70,512	75,466	77,943
28	71,104	76,058	78,535
29	71,695	76,649	79,126
30	72,287	77,241	79,718
31	72,879	77,832	80,309
32	73,470	78,424	80,901
33	74,062	79,015	81,492
34	74,653	79,607	82,084
35	75,245	80,199	82,675
36	75,836	80,790	83,267
37	76,428	81,382	83,858
38	77,019	81,973	84,450
39	77,611	82,565	85,042
40	78,203	83,156	85,633
41	78,794	83,748	86,225
42	79,386	84,339	86,816
43	79,977	84,931	87,408
44	80,569	85,522	87,999
45	81,160	86,114	88,591
46	81,752	86,706	89,182
47	82,343	87,297	89,774
48	82,935	87,889	90,365
49	83,526	88,480	90,957
50	84,118	90,072	91,549
51	84,710	89,663	92,140

**Appendix B  
2016-2017 Inter-Lakes Salary Schedule**

Step	BA	MA	MA+30
1	38,928	43,980	46,507
2	41,454	46,507	49,033
3	43,980	49,033	51,560
4	46,507	51,560	54,086
5	49,033	54,086	56,612
6	51,560	56,612	59,139
7	54,086	59,139	61,665
8	56,612	61,665	64,192
9	59,139	64,192	66,718
10	61,665	66,718	69,244

**2016-2017 Inter-Lakes Longevity Salary Schedule**

Step	BA	MA	MA+30
11	62,269	67,321	69,848
12	62,872	67,925	70,451
13	63,475	68,528	71,055
14	64,079	69,132	71,658
15	64,682	69,735	72,261
16	65,285	70,338	72,865
17	65,889	70,942	73,468
18	66,492	71,545	74,071
19	67,096	72,148	74,675
20	67,699	72,752	75,278
21	68,302	73,355	75,882
22	68,906	73,959	76,485
23	69,509	74,562	77,088
24	70,113	75,165	77,692
25	70,716	75,769	78,295
26	71,319	76,372	78,898
27	71,923	76,975	79,502
28	72,526	77,579	80,105
29	73,129	78,182	80,709
30	73,733	78,786	81,312
31	74,336	79,389	81,915
32	74,940	79,992	82,519
33	75,543	80,596	83,122
34	76,146	81,199	83,725
35	76,750	81,802	84,329
36	77,353	82,406	84,932
37	77,956	83,009	85,536
38	78,560	83,613	86,139
39	79,163	84,216	86,742
40	79,767	84,819	87,346
41	80,370	85,423	87,949
42	80,973	86,026	88,553
43	81,577	86,629	89,156
44	82,180	87,233	89,759
45	82,783	87,836	90,363
46	83,387	88,440	90,966
47	83,990	89,043	91,569
48	84,594	89,646	92,173
49	85,197	90,250	92,776
50	85,800	90,853	93,380
51	86,404	91,457	93,983
52	87,007	92,060	94,586

## Appendix C

### Co-Curricular Salary Schedule

Level/Description	% of BA Step 1	Salary 2015-2016	Salary 2016-2017
<b>Level I</b>	11%	4,198	4,282
High School Band, Varsity Football, Varsity Basketball, High School Chorus, High School Theatre, High School Yearbook			
<b>Level II</b>	9.5%	3,626	3,698
Varsity Baseball, JV Football, JV Basketball, Varsity Cross Country, Varsity Ski Coach Alpine and Nordic, Varsity Soccer, Varsity Softball, Varsity Track, Varsity Volleyball			
<b>Level III</b>	7.5%	2,862	2,920
JV Baseball, Varsity Golf, High School Math Team, High School Newspaper, Senior Class Advisor, JV Soccer, JV Softball, High School Spirit, Varsity Tennis, JV Volleyball			
<b>Level IV</b>	5.5%	2,099	2,141
MT Baseball, MT Basketball, Freshman Basketball, MT Cross Country, Destination Imagination Team, MT Drama Coach, MT Golf, National Honor Society, Outing Club, MT Ski Coach Alpine and Nordic, MT Soccer, MT Softball, MT Spirit, High School Student Government, MT Track, Freshman Volleyball, MT Volleyball			
<b>Level V</b>	4.0%	1,527	1,557
MT/Elementary Band, Elementary & SCS Chorus, High School Floor Hockey			
<b>Level VI</b>	3.0%	1,145	1,168
High School & MT Art Club, Drama Coach (4 <sup>th</sup> Grade Play), Drama Coach (SCS), FBLA Advisor, MT Floor Hockey, Freshmen-Sophomore-Junior Class Advisors, Math Club 6, Math Club 7/8, SCS 5/6 Newspaper, MT Student Council, SCS Student Council, MT Yearbook, Student Council 5/6			

## Appendix D

### Professional Employee Evaluation Levels (PEEL)

The criteria for the evaluation levels are applied to each single evaluation and are not to be used cumulatively. The following levels are used for observation and evaluation:

- Level 1 – professional employees will be observed and evaluated every year.
- Level 2 – professional employees will be observed and evaluated once every two years.
- Level 3 – professional employees will be observed and evaluated once every three years.
- Non-tenured – professional employees will be observed twice (2) a year and evaluated every year.
- Focused Assistance – professional employees will be observed as frequently as determined by the administrator and will be evaluated every year.

**LEVEL 1** – A professional employee previously on Focused Assistance or previously Non-Tenured will be placed on Level 1 by meeting the following criteria:

- No UNSATISFACTORY scores
- No more than three (3) BASIC scores
- No more than two (2) BASIC scores in any one domain

**LEVEL 2** – A professional employee will be placed on Level 2 by having no UNSATISFACTORY scores and meeting the following criteria for each of the past two evaluations:

- All scores of ACCOMPLISHED or
- At least two (2) DISTINGUISHED scores and no more than two (2) BASIC scores

**LEVEL 3** – A professional employee will be placed on Level 3 by meeting the following criteria for each of the past two (2) evaluations:

- No UNSATISFACTORY scores
- No BASIC scores
- At least five (5) DISTINGUISHED scores

#### Grandfathering Guidelines

Upon ratification, professional employees will be placed on an evaluation level as determined below by their 2001-2002 evaluation and their years of experience:

- Non-Tenure: Any non-tenured professional employee.
- LEVEL 1: Tenured professional employee who meets the Level 1 PEER requirements.
- LEVEL 2: Tenured professional employee who has a minimum 3 years experience and meets the Level 2 PEER requirements. The professional employee shall be observed and evaluated once within this initial two-year period and then every other year thereafter.
- LEVEL 3: Tenured professional employee who has a minimum 6 years experience and meets the Level 3 PEER requirements. The professional employee shall be observed and evaluated once within this initial three-year period and then every third year thereafter.
- As of July 1, 2002, professional employees new to the district shall be observed every year for three (3) years and then placed on the Evaluation Level appropriate with the years of experience and PEER scores as listed above.

The principals shall give the professional employees placed on Levels 2 and 3 the opportunity to state their preference for the year of the initial observation and evaluation. Preferences will be granted based upon seniority in the district. Any professional employee scoring at least one BASIC in the 01-02 school year evaluation may request an observation/evaluation for the 02-03 school year.

## Appendix D

### Professional Employee Evaluation Glossary (PEEG)

#### **Curriculum**

Written document as defined by the Inter-Lakes School District and/or state or national standard.

#### **Content**

Area of specialization (i.e., English, Social Studies) or the vehicle through which curriculum is developed.

#### **High-Level Learning**

As per Bloom's Taxonomy.

#### **School and District Resources**

Personnel and materials available to assist in teaching learning. Examples include: guidance counselors, nurses, special education staff, behavior specialists, administrators, librarians, professional development collections, iBooks and other technology, the World Wide Web, audio visual materials, software.

#### **Involves Students in Thinking About Their Own Learning**

Engaging students in a systematic review of their own performance for the purpose of improving that performance or comparing oneself against established criteria. There is evidence that students contribute to the development of the criteria and standards.

#### **Reflects on Teaching**

Professional employees constantly raise the question, "Why do I teach as I do and what difference does it make in the learning of my students?"

#### **School Community**

Elements are relationship with colleagues, service to the school and participation in school and district projects.

#### **Collaboration**

Professional employees working together as a community of professionals toward a common vision of teaching and learning that transcends individual classrooms, grade levels, and departments. Examples of collaboration include formal and informal meetings of professional employees to examine student work together, to share effective classroom practices, or to observe and critique each other's teaching.

#### **Appropriate**

What is appropriate should be evaluated from the perspective of an objective, reasonable person. That is, would a reasonable person under similar circumstances deem the action appropriate.

#### **Professionalism**

Consists of appropriate appearance, demeanor, self-control and ethical behavior.

**Agreement**

- A. The School Board and the Association agree that this Agreement and its provisions shall take effect on July 1, 2015, and shall remain in effect until midnight, June 30, 2017.
- B. The parties agree that negotiations for a new Agreement shall take place in accordance with RSA 273-A and negotiations shall take place prior to the termination of this Agreement starting April 1, 2016. The priorities for these negotiations will be to explore health insurance options and examine compensation structure.

Inter-Lakes Education Association:

Stephanie Howard  
Co-President ILEA

Date

June 29, 2015

Inter-Lakes School Board:

L. Merrill  
Vice Chairperson - ILSB

Date

June 29, 2015

