AGREEMENT

Between the

Londonderry School Board

and the

Londonderry Education Association

2012-2015

TABLE OF CONTENTS

Article		page
1	Recognition	2
2	Negotiation Procedure	3
3	Teacher Evaluation	3
4	Fair Treatment	4
5	Grievance Procedure	4
6	Consultation on Educational Programs	7
7	Sick Leave/Retirement buy out/Perfect Attendance	8
8	Personal Leave of Absence	11
9	Extended Leaves of Absence	12
10	Sabbatical Leave	14
11	Teacher Work Year	15
12	Dues Deduction	16
13	Professional Improvement	16
14	Insurance Protection	18
15	Salaries	20
16	Time Requirements	22
17	Teaching Hours and Teaching Load	23
18	Rights of the Parties	24
19	Reduction in Force	26
20	Special Assignments	29
21	Professional Qualifications and Assignments	31
22	Student Discipline and Teacher Protection	32
23	Retirement	32
24	Miscellaneous	34
25	Duration of Agreement	34
	Appendix A Salary Schedule	35
	Appendix B Stipend Schedules	37
	Appendix C	38

PREAMBLE

This agreement is entered into by and between the School Board of Londonderry, New Hampshire, hereinafter called "the Board" or "the District," and the Londonderry Education Association, hereinafter called "the Association."

Article 1 – Recognition

A. Under the Public Employees Labor Relation Board Certification Order of December 7, 1976, and in accordance with RSA 273:A as amended, the Londonderry School Board, hereafter referred to as the Board, hereby recognizes the Londonderry Education Association, hereafter referred to as the Association, as the exclusive representatives for purposes of collective negotiation for all professionally certified teachers, guidance counselors, library media specialists, and teaching principals, teaching assistant principals or teaching housemasters (who teach three (3) periods or more classes per day or fifty (50) percent or more of the work week).

B. Unless other wise indicated, the term "teacher" when used hereinafter in this agreement shall refer to all professionally certified personnel employed by the School Board and represented by the Association in the negotiating unit as above defined. Registered nurses hired subsequent to January 1, 1974, and who are not certified as School Nurse Teachers, shall not be members of the bargaining unit until they complete their certification requirements (i.e. R.N. 30 college credits and State certification as Nurse Teacher). Such nurses shall be compensated via a separate salary schedule. Certified school nurse teachers who are members of the bargaining unit shall be paid on a BA Track of the teachers' salary schedule. Any reference to male teachers shall include female teachers.

C. This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual teacher or groups of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities.

D. The term "Faculty Representative," as used in this Agreement means the Association Faculty Representative, or if unable to perform as such, his teacher designee. However, he shall be a part of the unit defined in Article 1, Section A.

E. Whenever the singular is used in this Agreement it is to include the plural.

F. The term "Tenure Teacher" shall mean any person employed by the Board for his fourth year who is covered by the provisions of RSA 189:14A-14B, with particular reference to having taught three (3) or more years in the District.

G. A Probationary Teacher shall mean one who does not yet qualify under the terms of Section F above.

Article 2 – Negotiation Procedure

Negotiations for a successor agreement shall be conducted in accordance with the provisions of RSA 273-A. Either party may serve notice on the other to commence negotiations at any time prior to the termination of an existing collective bargaining agreement.

Article 3 – Teacher Evaluation

A. It is recognized by the parties that the evaluation of teacher performance is the responsibility of the school administration. The primary purpose of evaluation is to determine, maintain and/or improve the quality of job performance.

B. As in the past, observation of the work performance of a teacher will be conducted openly. Formal observation sessions shall be with full knowledge of the teacher. All other observations of the teacher's work performance, which are to be made a part of his file, will be made known to the teacher. Formal observations shall not take place on the days before or after school recesses.

C. A teacher shall be given a copy of any evaluation report prepared by his evaluators within two (2) weeks after the observation.

D. After any written evaluation an effort will be made by the administrative officer to discuss the report with the teacher involved within two (2) days following receipt of the report.

E. Each teacher shall be entitled to knowledge of and access to his file of teacher evaluation material after notice has been given to the District Office. Access to this file shall occur within a 24-hour period, excepting weekends and holidays. No teacher evaluation, which the teacher has not been given access to, shall be utilized against the teacher, and he shall have the right to review and reproduce these. In the event that a teacher refuses to sign material as called for in the sections of this article, an Association representative will be called and will sign in the teacher's place in order to provide verification that a genuine attempt was made to give the teacher an opportunity to read it. There will be only one master file, but a file may be kept by the building principal prior to transfer to the master file, provided that material not transferred to the master file within two school quarters shall not be utilized against the teacher.

F. The teacher shall acknowledge that he has read such evaluation by affixing his signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with the content, nor shall the refusal to sign prevent such material from being placed into and remaining in the file.

G. The teacher shall have the right to answer any material filed within thirty (30) school days of knowledge of its existence, and his answer shall be reviewed by the Superintendent; and the answer shall be attached to the file copy.

H. No teacher evaluation derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material.

I. If, after an observation, a deficiency is documented by the administration, specific appropriate direction shall be offered in writing or verbally with written confirmation within ten (10) school days to guide the individual toward a possible solution of his professional problem. Actions shall be appropriate to the deficiency.

J. Any complaint regarding a teacher made to any member of the administration by a parent, student or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person making the complaint in order that he may rebut the complaint. If the person making the complaint refuses to participate in this procedure and if the complaint is unsubstantiated, all references to the complaint shall be removed from the teacher's file. The teacher shall acknowledge that he had had the opportunity to review such complaint by affirming his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent or his designee and attached to all copies.

Article 4 – Fair Treatment

A teacher will only be reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance in private conference. Specifically, disciplinary action shall not be taken in the presence of students or other staff members, with the exception of an L.E.A. representative if requested by the teacher. Any such action will be detailed on a written memorandum, copies of which will be given to the parties. Supplementary statements may be submitted by anyone involved. This memo and any supplementary statements will be forwarded to the Superintendent as soon as the administrative workload permits.

Article 5 – Grievance Procedure

A. Definition

A "Grievance" shall mean a complaint by a teacher or a group of teachers of the public school system or the Association that there has been to him, or them, a violation, misinterpretation or inequitable application of any provision of this Agreement, except that the term, "grievance" shall not apply to (a) any matter for which a specific method of review is prescribed by law; or (b) any rule or regulation of the State Commissioner of Education; or (c) any by-law

of the Board of Education pertaining to its internal organization; or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; or (e) a complaint of a probationary teacher which arises by reason of his not being re-employed; or (f) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which "tenure" is either not possible or not required. In the case of a grievance initiated by the Association, at the request of the School Board or the administration, the name or names of the aggrieved employee(s) will be made known. In the event that no name is submitted upon request, or in the event that the teacher named disavows the grievance, no matter to what stage it may have advanced, the grievance shall be construed as being withdrawn without setting a precedent.

B. Procedure

A grievance to be considered under this procedure must be initiated within (21) calendar days of when the grievant knew of, or reasonably should have known of the alleged violation, misinterpretation, or inequitable application.

Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

C. Informal Level

Any employee or group of employees who has a grievance shall discuss it first with his/their Principal (or immediate superior or Curriculum Coordinator if applicable) in an attempt to resolve the matter informally at that level.

D. Principal Level

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the Principal specifying:

a. The nature of the grievance and date occurred.

b. The nature and extent of the violation, misinterpretation or inequitable application.

c. The results of previous discussions.

d. His dissatisfaction with decisions previously rendered.

e. The remedy sought.

The principal shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

E. Superintendent Level

The employee, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and the employee's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee to attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) school days. The Superintendent shall communicate his decision in writing to the employee and the Principal no later than five (5) school days after the meeting.

F. School Board Level

If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the School Board. The request shall be in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the School Board.

The Board, or committee thereof, shall review the grievance and shall hold a hearing with the employee within thirty (30) calendar days of receipt of the grievance. The Board shall render its decision in writing with findings of fact within fifteen (15) calendar days of the conclusion of the hearing with the employee.

G. Binding Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes a review by a third party, he shall so notify the Association within ten (10) school days of receipt of the Board's decision.

If the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision. The Board will request the American Arbitration Association to submit a panel of arbitrators for mutual selection by the parties.

a. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract from the agreement between the parties, nor modify any of its terms. The decision of the arbitrator shall be binding. Notwithstanding anything to the contrary, no dispute nor controversy shall be subject to arbitration unless it involves an alleged, specific and direct violation of a specific provision of the Agreement.

H. Right of Representation

Any grievant may be represented by himself or by a representative of his choice at all stages of the grievance procedure. If the grievant chooses not to be represented by the Association, a representative of the Association will be permitted to be present as an observer at levels D, E, and F. The Association will be provided copies of any written correspondence, including appeals and decisions, pertaining to the processing of the grievance at levels D, E, and F. It is understood that only the Association may initiate arbitration.

I. Costs

1. Each party will bear the total cost incurred by themselves.

2. The fee and expenses of the arbitrator will be shared equally by the two parties.

J. Freedom from Restraint

Any teacher employed by the District shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in the exercise of the rights of initiating, joining in, pursuing, or participating in a grievance, whether as grievant, witness, representative, or other participant.

Article 6 – Consultation on Educational Programs

The Board desires the participation of its professional personnel in the development of sound educational programs for the school children of the District. In connection with making changes in educational programs which it judges to be of appropriate scope and nature, the School Board or a committee thereof will, acting through the Superintendent, consult with the local Association with respect thereto, and the local Association or such committee may submit to the Superintendent for transmission to the Board written

recommendations relative thereto. The local Association or a committee thereof may also submit to the Board, through the Superintendent, its recommendation for major changes in the educational programs. The Board agrees to give due consideration to such recommendations of the local Association and if it finds that a conference with respect thereto would be advisable, it or a committee named by the Board will confer with the appropriate committee of the local Association with respect thereto. It is understood that the final decision with respect to educational programs is the responsibility of the Board and that it is free to consult with such members of the District's staff and other persons as it may elect at any time.

Article 7 – Sick Leave

A. Teachers will be entitled to sick leave days for personal and/or immediate family illness, defined as the illness of a teacher's child, step-child, spouse, parent or step-parent. Teachers in their first six years of employment with the District are entitled to 15 sick days per year. After the teacher has been with the District six (6) years, the teacher will be entitled to ten (10) sick days per year. Sick leave days may be accumulated from year to year, with the maximum limit of one hundred and ten (110) days. In the year of retirement, teachers may exceed the limit of one hundred and ten (110) accumulated days up to one hundred and sixteen (116) provided that they donate one day to the sick bank. If they do not donate, the accumulated days may not exceed one hundred and fifteen (115) days. At the end of the year, the number of accumulated sick days may not exceed one hundred and ten (110).

B. Teachers will receive notification of their accumulated sick leave.

C. Extended Sick Leave Bank

Prior to September 15th of each school year in which this agreement is in effect, all certified members of this negotiating unit may elect to donate one sick leave day from his/her annual sick leave entitlement. This bank of extended sick leave days may be used by members who so donate under the following conditions:

1. Once established, the bank shall not be increased during that school year. Exhaustion of the bank shall be a bar to the provision of further benefits during that year.

2. Unused sick leave days in the bank at the close of the school year will carry over into subsequent years up to a unit of two times the number of staff, but will not revert to the membership of the bank. The Association will provide the Superintendent with a report by August 15th.

3. A member of the bank shall be eligible for benefits from the bank only after his accumulated entitlement, as specified in Paragraph "B" of this Article, is exhausted.

4. A committee of members of the bank, to include the Director of Human Resources (with no veto vote), shall be established by the members of the bank to receive requests for benefits and to grant the same within the limitations of this paragraph. Whenever such benefits are granted, the committee shall immediately inform the superintendent's office so that a proper accounting may be made.

5. A member who is eligible for sick leave benefits may apply for such after an incapacitating illness or disability of twenty (20) working days. Such application shall be accompanied by written evidence of disability from a licensed physician and a copy of which will be made available to the Board.

6. Upon similar application, such member may be granted further benefits from the pool of a available days in the bank as may be determined by the committee.

7. The committee may establish guidelines for the allocation of funds from the bank provided such guidelines are consistent with the provisions of this section and the Family Medical Leave Act (FMLA).

8. Notwithstanding any other provisions of the Agreement to the contrary, controversies arising out of the application of this bank shall not be subject to the grievance procedure in Article 5.

9. The Board will allocate 20 sick days per year (non-cumulative) to the LEA for use at their discretion to its membership. These days will only be used in extreme circumstances for those members who have no remaining sick days during the course of the school year. No union member will be allocated more than 5 days during the course of any one year. The usage of these days shall be determined by the LEA sick bank committee members.

D. An employee who is absent due to a work connected injury (Worker's Compensation) shall receive the net difference between Worker's Compensation payments and his full pay at his applicable salary rate, and such employee has used all of his personally accumulated or extended sick leave. Thereafter he shall continue to receive only those monies paid to him under the provisions of the Worker'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, etc.). In no event shall any teacher receive monies in excess of the regular net earnings to which he was entitled prior to any such Worker's Compensation claim.

E. Teachers retiring from the Londonderry School District with fifteen (15) years of service with the Londonderry School District and being at least age fifty five (55) **or** with twenty five (25) years of service with the Londonderry School District and being at least age fifty (50) within that calendar year, shall receive a retirement payment equal to 50% of their current per diem for up to 110 days of unused sick leave. This payment will be made after receipt of their approved retirement from the State of New Hampshire Retirement System. Retiring teachers shall be eligible to participate in all health, dental, and life insurance programs at appropriate eligibility levels (individual, 2-person, family, etc.) at their expense, provided that they meet the conditions mentioned earlier in this paragraph.

F. Teachers shall receive a $200 payment at the end of each one-half (1/2) year period during which they do not utilize any sick leave and one (1) additional payment of $200 for non-utilization of sick leave throughout a full year; the intent to be a total of three (3) payments of $200 for non-use of sick leave for the full year. The payment will be made within four weeks after the end of each one-half (1/2) year period. Donation of one sick day to the Sick Leave Bank does not count as utilization of sick leave for the purpose of this paragraph.

G. Notwithstanding any provision of this Agreement, and in accordance with RSA 100-A:16, III-a, the District's responsibility for the redemption of sick leave paid at the time of retirement in any year shall be limited to an amount such that all wages and the redemption of sick and personal leave (average final compensation) shall not exceed 1.25 times the base salary of the employee. In the case of employees that have accumulated wages and sick leave time that would increase the average final compensation in excess of 1.25 times base salary, it is the responsibility of such employee to give adequate prior notice of retirement so that the District may redeem the unused leave time in the year(s) prior to actual retirement. Notice shall include a letter of intent to retire, including an effective date of retirement. The District shall assist employees in ascertaining whether or not their anticipated average final compensation in any year will exceed 1.25 times their base salary.

   For employees who have received redemption payment(s) for sick leave in any year proceeding retirement, their maximum sick leave accumulations shall be reduced in proportion to the sick leave time redeemed by the District. If adequate notice is provided and the average final compensation exceeds 125% of the base salary, the District shall have sole discretion as to how much sick leave time will be redeemed in any year prior to retirement (so long as no unused sick leave time is forfeited by the employee). In the case of extenuating circumstances (and under circumstances where the initial notice of retirement was given in good faith), an employee may extend the date of retirement in one-year increments.

It is the intent of this Article to maximize the employee's retirement benefit while preventing the District from being accessed a "spiking charge" pursuant to RSA 100-A:16, III-a, (b). Thus, and in the event that there is a failure to give adequate notice of retirement so that the District cannot balance the redemption of sick leave time so as to avoid the spiking charge, the District may redeem the sick leave after the date of actual retirement in a manner that does not trigger such a "spiking charge." This provision shall become null and void in the event that the Legislature amends RSA 100-A:16, III-a, thereby eliminating the "spiking charge."

The term "spiking charge" as referred to herein is that charge imposed upon the District to make a one time payment to the N.H. Retirement System pursuant to RSA 100-A:16, III-a, (b), resulting from the payment of wages or other benefits that raise the employee's average final compensation above 1.25 times their base salary.

Article 8 – Personal Leave of Absence

A. Under no circumstances should any employee be absent from school without the advance knowledge of the building principal and/or Superintendent's Office.

B. An allowance of up to three (3) personal days may be permitted for personal use for such matters as home emergencies, religious holidays, court appearances or other pressing business that cannot be conducted outside of the school day. At least one personal day request must state a reason. All personal days must comply with the reasons stated above. A seventy-two (72) hour advance notice in writing must be given to the Principal or Superintendent for the use of all personal days unless it is an emergency situation.

   1. Personal leave will not be taken on the day before or the day after a school vacation or holiday.

   2. Emergency exceptions to section B.1 above may be requested by submitting in writing a detailed explanation of the request to the Superintendent.

   3. District will pay each teacher $50 for each unused full personal day. Teachers will be able to accumulate each unused full personal day for the sole purpose of the buying back of these days upon retirement as outlined in Article 7 E. at a payment equal to 50% of their per diem in the year of their retirement.

C. All teachers of the School District shall be allowed five (5) consecutive work days leave per year/per circumstance with pay (not accumulated and not

deducted from sick leave) in the event of death involving a member of the immediate family or the death of a domestic partner. Immediate family is defined to include spouse, children, stepchild, parents, stepparents, sister, brother, grandchild or blood relative or wards residing in the same household. Domestic partner is defined as an individual with whom a teacher maintains a significant familial relationship lasting at least two (2) years in duration, under circumstances where the individuals involved share a single dwelling unit. The Superintendent may use his discretion in extending this leave for more than five (5) days with pay.

A three (3) day leave shall be allowed in the event of the death of a parent-in-law, grandparent or stepsibling, daughter-in-law, and son-in-law. The Superintendent may use his discretion in extending this leave for more than three (3) days with pay.

A one (1) day leave shall be allowed for the death of a brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle.

D. If a teacher is called as a juror he will be paid the difference between the fee received for such service and his regular pay for the workday. Evidence of fee received must be submitted to payroll.

Article 9 – Extended Leaves of Absences

The Board will consider a request for an extended leave of absence from the teacher, sent to the Superintendent of Schools.

A. MILITARY LEAVE

Military Leave without pay shall be granted to any teacher who is drafted or involuntarily activated in any branch of the armed services of the United States for a period of active duty. Upon return from active duty, the teacher shall be considered to have been continuously employed, that is, shall be placed on the salary schedule at the level which the teacher would have achieved if not absent; this will only apply to military leaves.

B. PARENTING LEAVE

1. Extended Maternity Leave

Extended maternity leave of absence without pay (that is, extended beyond the time of her medical disability due to pregnancy) shall be granted to a pregnant teacher with at least one year's service in the district upon request to the Superintendent of Schools, in writing, as soon as the pregnancy has been definitely determined, stating the estimated date of the leave's commencement. Except in cases of emergency, the teacher shall also give at least thirty (30) days' notice.

A teacher who is pregnant may continue in active employment until as late as is desired with written approval of the attending physician. Where a principal judges that a teacher is unable to perform all required functions adequately as a result of pregnancy, the Principal shall express such in writing.

In order to avoid unnecessary disruption of teacher-student rapport, extended maternity leave of absence shall expire at the end of the school year or at the end of the second marking period; the Association agrees that this distinction is based on sound educational practice and further agrees that this distinction shall not be considered grounds for any claim of wrongful discrimination or inequitable application.

A teacher on extended maternity leave shall have the opportunity to substitute in the school district in the area of her certification at the discretion of the Superintendent of Schools.

If the pregnancy does not result in parenting, the teacher may apply for termination of leave. Such return must be accompanied by a certificate of health from the teacher's physician and the recommendation of the Superintendent of Schools. Return from leave provided for in this section shall be at the end of a marking period during the school year.

2. Adoption Leave

Any teacher with at least one (1) year of service in the district adopting a child shall be granted a leave of absence without pay. The leave shall expire at the end of the current school year or at the end of the second marking period, unless the adoptive agency requires an extended leave. Such leave shall commence upon receiving de facto custody of the child, or earlier if necessary to fulfill the requirements of adoption, and the teacher will give thirty (30) days advance notice to the Superintendent, except in case of emergency. Return from leave provided for in this section shall be at the end of a marking period during the school year.

3. Paternity Leave

A male teacher with at least one year of service in the District will be entitled (upon request) to a leave without pay to begin any time between the birth of his child and up to one school year after the child is born. The teacher shall notify the Superintendent of Schools at least thirty (30) days prior to the date on which the leave is to begin except in cases of emergency. Paternity leaves of absence shall expire at the end of the school year. Return from leave provided for in this section shall be at the end of a marking period during the school year.

4. Restoration of Benefits

All benefits to which a teacher was entitled at the start of parenting leave, including unused sick leave, shall be restored upon the teacher's return and the teacher shall be assigned within the area of certification.

C. OTHER LEAVES AND ADDITIONS TO LEAVES

1. A teacher may apply for and the Board will consider unpaid leaves of absence for other reasons, which when granted shall expire at the end of the school year.

2. Additional leave may be granted upon the teacher's request to the Superintendent of Schools and the Superintendent's recommendation to the Board and subsequent approval. Said leave, if granted, shall be in writing.

3. All extensions, renewals or modifications of leaves shall be applied for in writing and, if granted, such approval shall be in writing. Such extensions or renewals shall be upon the recommendation of the Superintendent of Schools with subsequent Board approval. A teacher who fails to return at the expiration of his leave is considered to have resigned unless an extension, renewal or modification has been granted.

Article 10 – Sabbatical Leave

A. A teacher with seven (7) years of service to the Londonderry School District, the last four (4) of which having been consecutive, shall be eligible to apply for a Sabbatical Leave. The term of the Sabbatical Leave shall coincide with the regular school year.

B. Upon the recommendation of the Superintendent of Schools, the Board may permit members of the professional staff to take Sabbatical Leaves for the purpose of approved full time study or other approved educational activities of benefit to the School District.

C. Applications for Sabbatical Leave must be in the Superintendent's Office no later that the 15th of February for the following September. The application shall be in the form of detailed summary of the project to be undertaken during the Sabbatical Leave.

D. The compensation for the staff member on sabbatical leave shall be one-half (1/2) of the annual salary for one full year of leave (two semesters) or ¼ of the annual salary for one semester of leave. Such payments shall be made in accordance with the provisions of the Board for payment of salary in accordance with his years of experience. The Staff member will be required to furnish proof to the Superintendent as to the status of his sabbatical leave project upon the Superintendent's request.

E. The Board shall fund four (4) sabbatical leaves per year provided it receives four (4) meritorious applications. In the event the Board receives less than four (4) meritorious applications, the Board shall fund an amount equal to the number of such applications.

F. As a condition to receiving final approval for Sabbatical Leave, a staff member must file with the Superintendent the provided contract agreement which stipulates that he will return to the Londonderry School District for a period of one (1) year after the expiration of said leave or repay the District the full amount received as salary during the Sabbatical Leave. His position upon returning to the School District shall be one that best serves the School District as determined by the Superintendent, provided that he shall not be assigned outside the area of his certified qualifications.

G. A term of Sabbatical Leave shall entitle an employee to a normal salary schedule increment at the beginning of the next fall.

H. The regular sick leave policy shall apply to an employee returning to the School District. Accumulated sick leave still continues.

I. The person on Sabbatical Leave shall be eligible for teacher fringe benefits then in effect on the same basis as other teachers teaching in the Londonderry School District.

J. The Board will make an allowance for the cost of courses taken during the Sabbatical Leave equal to the professional improvement in accordance with the Provision of Article 13.

Article 11 – Teacher Work Year

A. The Superintendent shall draw up a school calendar to recommend to the Board and shall consult with the Association, other individuals and organizations within the school system, and, if he sees fit, individuals and organizations other than within the school community.

B. The recommended calendar shall provide for a teacher work year of one hundred and eighty seven (187) days for the term of this agreement, to start no earlier than two (2) weeks before Labor Day, and end no later than June 30, provided that teachers new to the school system may, during their first year, be required to participate in up to three (3) additional workshop days at the discretion of the Superintendent. At the elementary level during the first three (3) workshop days of the school year, at least one entire day will be designated as uninterrupted room preparation time for teachers. If a particular building (teachers and principal) wishes to have two (2) morning half-days for uninterrupted preparation instead of one whole day, it shall be mutually agreed upon by both parties. The present practice of a least one-third of the time for room preparation at the middle school and high school shall be maintained. With mutual agreement of the Superintendent, School Board and LEA, the school day may

be lengthened by a maximum of two (2) hours to ensure meeting minimum State standards resulting from school closures caused by inclement weather or other natural disaster.

C. The Board agrees that any change in the calendar after its formal adoption by the Board will be made only after the Association is given as much advance notice as is given School Board members that such a change is contemplated, and further acknowledges that the Association has the right to participate in the discussion leading to the Board's decision.

Article 12 – Dues Deduction

A. The Board agrees to deduct from the salaries of its employees dues for the Londonderry Education Association, the New Hampshire Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such Association or Associations. Proper forms shall be filed in the Superintendent's Office by October 10th. Deductions shall be made in eighteen (18) equal payments starting with the first pay period of November. The Board agrees that the LEA will have an opportunity to add new members to the dues deduction list after the October 10th date but not to exceed 10% of the present membership.

B. All monies collected from Association dues will be transmitted to the Association within a reasonable period of time after these monies have been deducted from the members' wages.

Article 13 – Professional Improvement

A. The Board will subsidize the cost of educational courses for teachers in accordance with provisions of this Agreement.

B. When a teacher qualifies in accordance with this Article, the Board will reimburse said teacher up to a maximum of $1,500 for registration fees, tuition, and the cost of required textbooks and materials for workshops, conferences, and college or university courses or programs. This amount may be increased to $2,250 for graduate level (must be enrolled in a degreed Masters or Doctoral program or have already received a Masters Degree) coursework that is relevant to the teacher's current or anticipated teaching/administrative assignment. In order to be eligible, the coursework shall:

1. Be approved in advance by the Superintendent of Schools; and

2. Be completed satisfactorily with evidence presented in accordance with Paragraph C below.

C. Teachers will be reimbursed for coursework in accordance with the following:

1. Londonderry School District shall reimburse teachers for coursework up to one hundred percent (100%) of the maximum rate set forth in paragraph B above, for a grade of "C" or better, or a "Pass" in a pass/fail system, and there shall be no reimbursement for a grade below a "C" or for a grade of "Fail".

2. Notwithstanding, a teacher may request that they receive fifty percent (50%) of the cost of the tuition, in advance, with the remaining fifty percent (50%) paid upon completion. Under circumstances where it would create a financial hardship for the teacher to provide fifty percent (50%) of the tuition in advance, the Superintendent shall have the authority to provide advance funding up to one hundred percent (100%) if the Superintendent deems to do so is in the best interests of the School District. The Superintendent's determination as to whether or not to provide 100% advance funding shall not be grievable. If the teacher receives less than a "C" grade or a "Fail" grade on a pass/fail grading system, the teacher shall be responsible to reimburse the District for any amounts advanced. The Teacher, in accepting advance payments, authorizes the District to automatically deduct from their remaining paychecks within the current fiscal year, in equal amounts, the money so advanced if the applicable grade(s) are not received. The advance payment request shall be made three (3) weeks prior to the date tuition is due.

3. 10% of the value of the activity will be reimbursed for expenses. (Not to exceed the maximum in any given year.)

D. All college or university courses approved in advance by the Superintendent and completed satisfactorily as specified above, whether reimbursed or not, shall be applicable to placement of the teacher on the salary schedule.

E. Teachers shall be entitled to temporary non-accumulative leaves of absence with full pay each school year for the purpose of visiting other schools or attending meetings or conferences of an educational nature, when approved by the Superintendent.

F. Teachers may receive up to three (3) credits towards an advanced placement on the salary schedule upon completion of each three-year period of staff development required by the District and approved by the Superintendent. When a teacher uses college credits towards staff development, the teacher will not receive the three credits outlined above. Accordingly, only three (3) credits obtained through staff development (professional improvement) may be applied, per column, for salary advancement. That is, only three (3) of the fifteen (15) credits required may be derived from staff development (professional improvement). All credits will be applied at the beginning of the contract year following the completion of the staff development.

G. Teachers participating in District workshops beyond the contractual year will receive pay according to the following schedule:

1. Training days: $100 per day
2. Curriculum work, program development/evaluation, or projects, approved/ directed through administration, $150 per day.

The rate of pay will be posted with each seminar/workshop notice.

Article 14 – Insurance Protection

NOW THEREFORE, the parties agree as follows:

A. Health Insurance. During the period of this agreement, the Board shall provide health insurance for its employees in accordance with the following provisions:

1. Employees will be able to select School Care ***or*** mutually accepted carrier as the provider of their insurance coverage.

2. The School District will contribute toward the cost of health insurance selected by the eligible employees according to the following schedule, based on the cost of a Point of Service Open Access Plan as follows:

    a. 80% for Single, 2-Person, and Family plans.

3. Employees who elect not to be covered by any health insurance for the period of any fiscal year of this agreement and are employed by the District by October 1 of said school year (pro-rated for teachers employed after October 1), shall receive a lump-sum payment of $500 payable in the last pay period of the year in question. Married employees receiving increased Board contribution to health insurance are ineligible to receive this $500 lump sum payment. Those employees currently receiving the lump sum payment are grandfathered throughout the term of this agreement.

4. That during the term of this collective bargaining agreement the School Board agrees that it will not change its insurance carrier from the proposed SchoolCare Plans currently offered except upon the occurrence of any of the following:

    a. The company shall discontinue the offering of such plans.

    b. The company shall substantially alter the benefits that are provided to participants in the plans.

    c. The costs of said plans shall increase by more than 25 percent above the average increase for other plans offered to employees within the District.

5. The School Board agrees to provide a full time Londonderry Teacher who is married to another full time Londonderry School District employee who is eligible for health insurance, 100% health insurance coverage in his or her position at his or her

appropriate level. All other persons shall be governed by the regular insurance coverage. The benefit provided herein shall only continue to be available as long as said couple are both employed by the District as full time employees/teachers and are married to each other.

MEMORANDUM OF UNDERSTANDING

SUBJECT: LEA bargaining unit members who reside outside the SchoolCare network region, because they are electing point of service open access plan and because they reside outside the state.

The Londonderry School District will pay the annual deductible and out-of-pocket expenses of out-of-network bargaining unit members, provided that the annual deductible rate does not increase by a greater percentage than the escalation percentage of the SchoolCare Point of Service Open Access premium.

A list of the teachers enrolled in SchoolCare and identified as residing outside the SchoolCare network region will be provided to the LEA by October 15th of each school year.

6. Life insurance shall be made available for those who desire it and qualify for it with premiums paid by the Board. Coverage shall be in the amount equal to Bachelor's Step 1. The School Board reserves the right to select the insurance carrier of its choice.

7. Open enrollment will be held from May 1st –31st of each year. The effective date for any changes will be July 1st.

8. The Board shall pay one hundred percent (100%) of the cost of flu shots for each teacher who requests flu shots (subject to availability of the flu vaccine). The Board shall arrange for the shots to be administered and may make direct payment to the physician engaged by the Board.

9. All group insurance may be continued at the teacher's expense during his extended leave of absence. Collection of premiums shall be on a current basis or group insurance may be terminated.

10. The District shall pay one hundred percent (100%) of the individual premium or seventy five percent (75%) of the two-person or family premium for Delta Dental Plan XII, coverage A 100%, coverage B 80%, coverage C 50% with no deductible, at $2,000 contract year maximum per person.

11. Any teacher working part-time shall have insurance benefits pro-rated.

12. The School District will provide the teacher reimbursement of up to $100 per year for his or her eyeglasses or contact lenses. Payment will be made to the teacher after crediting any payment by his/her health insurance carrier.

13. Long Term Disability:
The School Board shall provide, at no expense to the employee long-term disability insurance covering non-work related accident and illness to commence on the 180th day of such illness or injury at sixty-six and two thirds percent (66 2/3%) of the employee's basic salary without deductions. Full coverage is provided until age 65 and then is reduced annually on a revised schedule until age 70 at which time coverage ceases. The District reserves the right to require at any time during the disability period, an individual medical examination by a physician of the District's choice. Such results shall be forwarded to the insurance carrier for review.

Article 15 – Salaries

A. The salary scale of all professional employees covered by this agreement is set forth in Appendix A and Appendix B, attached hereto and made a part thereof. Teachers moving from the Bachelor Scale ("B" Scale) on Step 8 shall, upon obtaining the necessary credits, move to the Bachelor's plus 15 scale, at the start of the following school year, on Step 9, regardless of the cumulative years of service. Similarly, teachers moving from the Step 9 of the Bachelor's plus 15 scale to the Bachelor's plus 30 scale shall, upon obtaining the necessary credits, move to Step 10 at the beginning of the following school year, regardless of the cumulative years of service".

B. Teachers who have completed at least one hundred (100) school days of service within the District during the school year and whose performance is satisfactory as determined by the Superintendent of Schools should be advanced one step on the appropriate salary schedule the following year.

C. All teachers hired to the District under this Agreement shall be placed on the salary schedule according to their years of experience mapped to the appropriate step under the salary compacting guide.

D. Each employee shall have the option of choosing a payment plan of twenty-two (22) equal bi-weekly payments or twenty-six (26) equal bi-weekly payments commencing the first pay period in September, with all remaining compensation paid on the last teacher work day provided that all responsibilities of the teacher to the School District have been fulfilled.

Salary track changes will be made effective twice a year, the beginning of the teacher's school year, and February 1st. Teachers will request a change and submit verification at least ten (10) calendar days prior to the effective date of the change.

E. Pay for special assignments referred to in Article 20 will be made in halves; one half with the first regular bi-weekly payment following the midpoint of the contracted activity, and one half with the first regular bi-weekly payment following the end of the contracted activity.

F. When a substitute is unable to be found for an absent teacher and another teacher is assigned to cover a class during his unscheduled time, that teacher will be paid $20 per normal class period.

G. When it is necessary to schedule classes outside of the regular school day, teachers who volunteer will be compensated at a minimum rate of $45 per normal class period. When applicable, prep periods outside of regular school day will also be compensated at a minimum rate of $38 per normal class period.

H. Any Teacher who holds a PHD or ED.D will receive an additional $2,000 per year.

I. Teachers will receive their individual contract by April 1st and the signed contract must be returned by May 1st or it will be deemed a resignation. If a teacher has returned a signed contract by the aforementioned date (May 1st) and elects to resign their position no later than the close of business on June 1st the resignation will be accepted without penalty. The School District may accept a teacher's resignation after June 1st, if the School Board receives a 45-day advanced notice of intent to accept a non-teaching position and a replacement has been secured or if reasons stated are family health or relocation.

J. All employees are strongly encouraged to have their salary/wages paid by means of direct (electronic) deposit. For those employees who do not elect direct deposit, their pay check shall be mailed. All employees electing direct deposit shall provide the District with the appropriate bank routing information as soon as practicable and, in any event, no later than two weeks prior the first applicable pay period of the school year.

K. Teachers who have been on the top step of the salary scale in the prior school year (and who have not made a track change thereafter) shall receive the amount of salary they received in the prior school year plus a Cost of Living increase of 2.0% in 2012/2013, 2.25% in 2013/2014, and 2.5% in 2014/2015. These Cost of Living increases shall be considered separate from the District's pay plan. For the purposes of this provision, the phrase "teachers who have been at the top step of the salary scale in the prior school year" shall include those teachers who have previously received cost of living increases or other salary adjustments such that their salary exceeds the actual amount of the top step in their relevant track. Current teacher on the B+30 will be grandfathered to receive the cost of living adjustment. Teachers hired on or after July 1, 2012on the B+30 will not receive a cost of living adjustment after reaching Step 14.

Article 16 – Time Requirements

A. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil; further, that the Board has the right to establish the time of the pupils' and teachers' day.

B. Teachers must be present in the school building, performing school related activities, fifteen (15) minutes prior to the opening of school and fifteen (15) minutes after the end of the last period. However, the teacher school day may be extended by the principal for the following:

1. Individual instruction or counseling of students;

2. Parent conferences and school open houses, which may be in the afternoon or evening;

3. Professional staff meetings and conferences with school administrators;

4. Assigned duties such as bus duty and detention;

5. These duties will be assigned in a fair and equitable manner.

C. The length of time the teacher is to remain on morning or afternoon duty is to be determined by a directive issued by the building principal.

D. Any exception to (B) above must be approved by the building principal. It should be for special occasions only, and not on a regular basis. Such exceptions shall not become precedents or be used as a basis for determining future exceptions.

E. As a part of their professional responsibility, teachers shall attend department and other professional staff meetings scheduled to provide meaningful professional growth or to clarify school business in general.

The School Board agrees that such meetings should be scheduled in advance as often as possible; that meetings without prior notice are a burden, and therefore that, except in case of emergency, a teacher should not be required to attend, more than five (5) times in a school year, any after school meeting for which notice was not give at least forty-eight (48) hours in advance.

The School Board agrees to negotiate with the LEA one year before the accreditation/re-accreditation process commences regarding compensation of the school staff who will be involved in the accreditation process.

F. Chaperoning of school activities by teachers after the regular school day, as defined above, shall be on a voluntary basis, and subject to the following:

1. There shall be a minimum of two (2) chaperones per activity. The number of chaperones appropriate to each activity shall be determined by the administration.

2. The teacher shall be compensated at the rate of twenty-five dollars ($25.00) for each activity during that school year for which he volunteers, is selected, and serves as a chaperone.

3. Chaperoning shall be in accordance with cooperatively developed job description.

4. The provisions of this paragraph shall not apply to coaches of athletic teams and supervisors of intramurals, nor to supervisors or chaperones of educational field trips.

G. Teachers chaperoning students while attending an overnight curriculum-based trip shall be compensated at the rate of one-half (1/2) per diem for each overnight, in addition to their regular salary. Such curriculum-based overnight trips will be clearly defined and approved by the Superintendent and School Board. Co-curricular trips are not considered curriculum-based trips.

H. If the length of the school day is increased from present levels, the salaries of the teaching staff will be increased by the same percent as the percent increase in minutes over the present day.

Article 17 – Teaching Hours and Teaching Load

The Board will use every reasonable effort so that middle and senior high school teachers will not be required to teach more than two (2) subject areas nor make more than three (3) teaching preparations within said subject areas at any one time.

1. Newly employed, inexperienced teachers shall be assigned the lowest practical class size at their teaching levels and shall be assigned not more than three preparations per subject per semester excepting individualized programs such as independent studies, learning disabilities, learning resources and reading.

2. Teachers wishing to leave the building during their unscheduled time will, if required, sign out in the office indicating destination and time of teacher's next assignment and sign in upon returning. The first failure to return on time for the next assignment may result in a warning or reprimand and loss of leave for a period not to exceed twenty school days. When it is necessary to suspend leaves, notice of the scope, duration, and reason(s) for the suspension will be provided at a normal sign out/sign in location, and/or individual teachers may be directed to an administrator.

3. The Association agrees that contemporary professional realities of elementary and secondary education differ in terms of preparation time, supervision and scheduling configurations.

A. The Board commits itself to the following goals and agrees to budget for professional staff so that at the secondary level:

A teaching load should consist of no more than five (5) teaching periods except by mutual consent of an individual teacher and the administration, plus supervisory responsibilities;

By mutual consent a teacher can teach a sixth class in lieu of a full supervision period equivalent to a teaching period;

Preparation time should be scheduled for each teacher.
Total supervisory responsibilities for the staff as a whole can be held at present levels, and assigned as equitably as practical.

B. The Board shall provide 240 minutes prep time per week for professional staff at the elementary level.

C. A uninterrupted daily lunch of at least 20 minutes will be scheduled for all teachers.

Article 18 – Rights of the Parties

A. The Board, subject to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District, including but not limited to the right: (a) to direct employees of the School District; (b) to hire, promote, transfer, assign and retain employees in positions within the School District and suspend, demote, discharge or take other disciplinary action against employees for just cause; (c) to relieve employees from duties because of lack of work, or for any other legitimate reasons; (d) to maintain the efficiency of the District operations entrusted to them; (e) to determine the means, methods, and personnel by which such operations are to be conducted; (f) to take whatever actions might be necessary to carry out the mission of the School District in situations of emergency; and (g) to judge the relative qualifications of candidates for all positions and assignments.

The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

B. Neither the Board nor the Association will engage in reprisals of any kind against any teacher by reason of his membership or lack of membership in the Association or participation in or refusal to participate in its lawful activities.

C. The Board will, upon request, make known to the Association when and where information is available, such information as the Board is required to release to the general public.

D. Notice of Vacancies

1. Within ten (10) school days of vacancies becoming available, notices of vacancies will be posted on an official bulletin board in each teacher's room of each school and sent to the Association.

2. Such notices shall contain date of posting, a description of the position (whether elementary or secondary) name and location of school, requirements of the position, the day when applications are closed, and the name of the person to whom the application is to be returned" and shall be posted for five working five (5) days.

3. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent within ten (10) days after receipt of valid signed new individual contract. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

4. When a vacancy occurs as a result of a teacher being involuntarily transferred, leaving, or the creation of a new position, the District shall "professionally" review transfer requests from members of the Association provided under paragraph D 3 above, before acting on applicants from outside the Association. If a member of the Association is to be interviewed, they will be interviewed at the same time as other applicants.

E. Involuntary Transfer

1. Whenever a teacher is to be involuntarily transferred, he will be notified of the intended action by his immediate superior as soon as practicable. The notice shall be in person, if reasonably possible, shall include the reason for the transfer, and shall be confirmed in writing.

2. Such transfers shall be affected only after the teacher has (1) been informed of all existing vacancies in the District within his area of competence and certification; and (2) has had the opportunity to express a preference regarding assignment.

3. The best interests of the School District as well as the teacher's preference and area of certification and competence shall form the basis for final decision on transfer. Prior to the transfer decision being implemented, every reasonable effort shall be made to arrange for the teacher to visit the new assignment.

4. A teacher may resign by giving notice to the Superintendent within fifteen (15) days of receipt of notice of the involuntary transfer.

F. The Executive Committee of the Association will have the right to place notices, circulars, and other materials in teachers' mailboxes.

G. No teacher shall be disciplined unless for just cause.

H. Temporary leaves of absence with pay will be granted to up to seven (7) representatives of the Association for the purpose of attending the New Hampshire Education Association Delegate Assembly. No more than two (2) shall be from any school, except the high school, from which up to three (3) may be included. The Superintendent will be notified no less than ten (10) days prior to the commencement of such leave.

I. Unless there are computational errors, grades and evaluations given a student by a teacher shall be final and not subject to alteration arbitrarily or without consultation with the teacher. In the case of such a consultation, the teacher if requested will provide to the Administration the data on which the grade or evaluation was based. If an administrative change is made, the grade will be recorded as the administrator's grade rather than the teacher's.

Article 19 – Reduction in Force

A. Implementation of a reduction in force will refer to a decrease of staff level including a decrease from full time to part time employment, whether due to enrollment decline, budgetary limitation, or program change.

B. The effected classification will refer to those teachers assigned in the subject area(s) and in the grade levels designated to be reduced.

A teacher simultaneously belongs to more than one grade range if the grade(s) in which he teaches is in more than one range.

Subject areas, and the grade level ranges into which they will be separated, are as follows:

Art	K-5, 6-12
Business	9-12
Educational Support	K-5
Elementary Ed	K-5
English	6-8, 9-12
ESL	K-12
Family & Consumer Science	6-12

FOREIGN LANGUAGE	
French	6-12
Spanish	6-12
German	9-12
Latin	9-12
Guidance	K-5, 6-8, 9-12
Health	6-8, 9-12
Library Media Specialist	K-12
Math	6-8, 9-12
Music	K-5, 6-12
Physical Ed	K-5, 6-8, 9-12
Reading Teacher	K-5, 6-8, 9-12
Reading Specialist	K-5, 6-8, 9-12
MS Science	6-8
Earth/Space Science	9-12
Chemistry	9-12
Life Science	9-12
Physics	9-12
Social Studies	6-8, 9-12
Special Curriculum	K-5, 6-8
SPECIAL EDUCATION	
General Special Education	K- 5, 6-8, 9-12
Blind & Vision SPED	K-12
Deaf & Hearing SPED	K-12
Emotionally Handicap	K- 5, 6-8, 9-12
Learning Disabilities	K- 5, 6-8, 9-12
Psychologist	K-12
SAIF	K-12
TECH ED (Industrial Arts)	
Comprehensive Tech Ed	6-12
Computer Tech Ed	6-8, 9-12
TV Production	9-12
Welding	9-12

C. Seniority for the purposes of this article is defined as the number of uninterrupted, completed contract years. A contract year is considered competed if a teacher has completed at least one hundred (100) school days of service within the district during the school year. Seniority is accrued for time when a teacher is out on a sabbatical. Seniority is accrued at the district level, and in a particular classification.

D. The parties agree that the Association will be notified when reduction in force is contemplated and may make recommendations. The ultimate judgment of reduction implementation, release date, relative qualifications, district needs, and effected positions will rest with the School Board.

E. The district will exert reasonable efforts to minimize the impact of the reduction in force by such means as letting terminated positions close through attrition, etc.

F. Effected Staff

1. Within an effected classification, selection of staff to be effected will be based on the needs of the District for effective placement of staff by school and/or program, seniority, and on the teachers' relative qualifications—including evaluations, education, experience, and state certification: PROVIDED that no "tenure"

teacher will be released through reduction in force from an effected classification while a probationary teacher is retained unless contrary to law.

2. A teacher retains bumping rights within his classification provided that the teacher holds valid state certification for the position. In the comprehensive technology education classification, a teacher must have demonstrated competency in the position in addition to holding a valid sate certificate in order to retain his bumping rights.

3. A teacher who is on authorized leave of absence at the time of the reduction in force shall be treated in the same manner as any other teacher under the provisions of this article.

4. Within ten (10) school days after a written request is made by the Association after September 30th, the Superintendent will provide the Association with a list of teachers in the district with their seniority and state certifications noted.

G. Teachers whose positions are to be effected by a reduction will be notified at least 30 days prior to their release date, and will be given the reason(s) for the reduction and for the selection of their positions. A letter will be placed in that teacher's file stating that the teacher was not offered a contract due to a reduction in force.

H. Recall rights
   1. Recall period – a teacher released in RIF will have right to recall for a period to extend initially from the release date (the teacher's last day of employment) through the end of the second school year after the release date.

   2. During the recall period, any teacher released through RIF will be offered the opportunity to be re-employed in the classification from which he was released before any new teacher is employed in that classification. Once a teacher declines such an opportunity, his recall rights shall terminate.

   3. During the recall period, should the teacher apply for another position within the District, the District will "professionally" review the released teacher's file before acting on candidates from outside the Association. If the released teacher is to be interviewed, he will be interviewed at the same time as other applicants. Decisions for hiring will consider the teacher's past experience in the District. If the teacher is not hired or declines the position then recall rights under this paragraph will remain in effect for the duration of the recall period. If a teacher is offered a position in their original classification under section 1 of this paragraph then the rights under this section terminate.

   4. A certified letter to a teacher's last known address will be deemed sufficient opportunity for a teacher to respond to his recall rights, and after failure to reply within two (2) weeks the teacher will be considered to have declined.

5. A recalled teacher shall be reinstated at the same step and track and with the number of years of experience for seniority that he would have had at the beginning of the subsequent school year following the implementation of the reduction in force. The teacher will also receive credit towards step and track changes according to teaching experience and professional training, if any, acquired during his absence from the district.

I. When a teacher switches positions within the District resulting in a change in his classification under this article, or when there is a change in full-time/part-time status, a written determination shall be made as to whether or not the teacher retains seniority within the classification he is leaving. This written statement shall be signed by both the teacher and the District and will be placed in that teacher's file.

1. In the event of an employee-initiated change of assignment or status, the District is under no obligation to retain such seniority but may choose to do so. This decision is non-grievable.

2. In the event of a District-initiated re-assignment, transfer, or change of status, the teacher will retain any seniority accrued in the classification from which they were transferred, or another mutually agreed upon classification.

J. Nothing in this article will diminish the District's authority to assign, reassign, transfer or non-renew employees.

Article 20 – Special Assignments

A. Auxiliary Teaching Assignments
The Board may, from time to time, establish or eliminate extracurricular and/or co-curricular activities, which will be offered preferentially to teachers in the regular day school program, who, if they apply, will be offered interviews prior to consideration of outside applicants. Both recommendations and appointments shall be based on consideration of the applicants for the position, the length of service of the applicants in the regular day school program, and the needs of the School District. Any teacher who has held an auxiliary instructional assignment and who applies for renewal of that assignment and who is not chosen will be given in writing the reason(s) for the selection of another applicant. Contracts for a school year or part of a school year, will be established by the Board and used, and may be modified by mutual consent. Wherever practical, contracts will be offered and notices of non-renewal given at the same time as teaching contracts and notices. The acceptance of any activity contract by a teacher shall be voluntary, with the exception of assigned detention. A written evaluation will be provided to the teacher within four weeks of the conclusion of the contracted activity.

B. Compensation for extra- or co-curricular activities, including coaching, shall be in accordance with the schedule in Appendix B, with the exception of assigned detention provided for elsewhere in this agreement, and with the exception of

Community Education and Driver Education, which will not be covered by this agreement.

C. Student Teachers

1. Classroom teachers to whom student teachers are assigned shall be fully certified teachers with sufficient experience as defined by the sending college or university, and shall be known as cooperating teachers. The number and placement of student teachers shall be determined by the principal; however, the acceptance of a student teacher shall be at the option of the classroom teacher. A teacher in a secondary department of over ten teachers will not be assigned a student teacher for consecutive years, unless no other teacher in that department chooses to do so, or unless specifically requested by the sending college or university.

2. Cooperating teachers shall work directly with the college or university program coordinator and administrator to ensure that the needs of both the school pupils and the student teacher are met.

3. The principal shall inform the cooperating teacher of any compensation received by the District from the college or university placing student teachers. The full amount shall be paid to the cooperating teacher.

D. Mileage Allowance

Teachers whose use of their own automobiles is so approved, including teachers who are assigned to more than one (1) school per day, will be reimbursed at the amount allowed by IRS for such required use. The distance between schools shall be computed by the Superintendent. The Board shall provide automobile liability and collision insurance protection for teachers when their personal automobiles are used to carry students on field trips. Reimbursement shall be made monthly on receipt by the business office of an expense voucher submitted by the teacher.

E. Detention Supervision

1. A "detention hall" for disciplinary purposes may be established by the principal when in his judgment such is necessary. Supervision of detention shall be provided by seeking volunteers from the school's faculty who shall, if assigned, be compensated at the rate of ten dollars ($10.00) per clock hour. Detention supervision shall be split among two or more applicants.

2. The District shall make the final determination among applicants for the detention hall assignments. If, in the opinion of the principal, there are fewer than two qualified volunteers, the District shall assign teachers to this duty provided that no teacher shall be assigned to conduct the detention hall more than fifty percent (50%) of the time.

F. Support Staff

The Board and the Association recognize that support staff may, if properly utilized, benefit the educational program. Both parties also agree that support staff is not necessarily trained for the professional functions performed by the teacher. It is agreed that the activities of support staff will be as approved by the principal, but limited to the following areas:

1. Playground and lunchroom supervision;
2. Study hall supervision;
3. Clerical tasks such as typing, running off copies from masters, filing, recording grades, and keeping attendance records;
4. Correcting papers as directed by the teacher;
5. Tutoring and drilling as directed by the teacher;
6. Taking attendance;
7. Setting up and repairing equipment
8. Taking inventory;
9. Checking in orders;
10. Other non-teaching duties as assigned by the teacher and approved by the principal.

Evaluation of Support Staff:

As per Support Staff contract, all support staff must be evaluated by April 30th of the school year. Teachers are responsible for providing verbal input in the evaluation of their Support Staff. Blank evaluation form(s) will be provided to the teacher at the beginning of the school year so the teacher can review what to observe of their support staff during the school year.

Article 21 – Professional Qualifications and Assignments

A. 1. Each presently employed teacher who is rehired shall be given written notice of his tentative teaching assignment for the following school year no later than one week before the last day of student attendance, and of his room assignment no later than one week before the first day of student attendance. Individual contracts shall include the following levels of assignment: elementary, secondary, and special areas. Secondary contracts shall also include subject areas.

In a year when the physical plant is changed, those teachers affected will be informed of their academic assignment as above, and will be informed of their facility assignments as soon as possible.

2. In the event that changes in such assignments are made, the teacher affected shall be notified promptly and will have the right to a conference with the administrator in charge of scheduling.

B. With the exception of assigned detention, any assignment for which a teacher is compensated in addition to the normal teaching schedule or original agreement of employment shall be voluntary. The rejection of any such voluntary assignment shall not be a bar to continued employment.

Article 22 – Student Discipline and Teacher Protection

The Board and Association mutually affirm that the objective of all disciplinary action is to foster the development of self-discipline on the part of the student. While, to further this end, every student must be given full opportunity to acquire a positive personal discipline through instruction, example, counseling, and experience, it is recognized that students sometimes cannot, or will not, adjust their behavior to that which is consistent with the safety and well being of other students and faculty. The Board and Association therefore establish the following guidelines for the protection of persons and property.

A. A teacher may temporarily exclude a pupil from class when the grossness of an offense or the persistence and disruptive effect of misbehavior make the continued presence of the student in the classroom educationally damaging to other class members. In such cases, the teacher will furnish the administrator, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not return to the class until after consultation by the administrator with the student, and, if appropriate with the teacher and/or parent. At such time, a course of action designed to correct the unacceptable behavior pattern will be established by an administrator.

B. When a teacher reports to the administration that a physical attack or serious threat has been committed against the teacher within school jurisdiction which constitutes criminal assault, the administration shall promptly inform the School Board and law enforcement authorities in compliance with School District policy.

C. While corporal punishment (defined in Board Policy JGA) is not permitted, a teacher may, when the necessity arises, use such force as is necessary to restrain a student from mounting an attack or inflicting physical abuse and injury on the teacher or other person(s). The force used shall be such as to be clearly restraint, and not punishment, and shall be the minimum necessary to protect the intended, or innocent, victims from harm.

D. Time lost by a teacher in connection with an incident covered by this Article shall not be charged against the teacher, nor shall the teacher suffer any loss in compensation or other benefits because of any such lost time.

Article 23 – Retirement

A. Teachers retiring from the Londonderry School District with fifteen (15) years of service with the Londonderry School District and being at least age fifty

five (55) **or** with twenty five (25) years of service with the Londonderry School District and being at least age fifty (50) within that calendar year, shall receive a retirement payment equal to 50% of their current per diem for up to 110 days of unused sick leave. This payment will be made after receipt of their approved retirement from the State of New Hampshire Retirement System. Retiring teachers shall be eligible to participate in all health, dental, and life insurance programs at appropriate eligibility levels (individual, 2-person, family, etc.) at their expense, provided that they meet the conditions mentioned earlier in this paragraph.

B. Teachers will be able to accumulate each unused personal day for the sole purpose of the buying back of these days upon retirement as outlined in Article 7 E. at a payment equal to 50% of their per diem in the year of their retirement.

H. Notwithstanding any provision of this Agreement, and in accordance with RSA 100-A:16, III-a, the District's responsibility for the redemption of sick leave paid at the time of retirement in any year shall be limited to an amount such that all wages and the redemption of sick leave (average final compensation) shall not exceed 1.25 times the base salary of the employee. In the case of employees that have accumulated wages and sick leave time that would increase the average final compensation in excess of 1.25 times base salary, it is the responsibility of such employee to give adequate prior notice of retirement so that the District may redeem the unused leave time in the year(s) prior to actual retirement. Notice shall include a letter of intent to retire, including an effective date of retirement. The District shall assist employees in ascertaining whether or not their anticipated average final compensation in any year will exceed 1.25 times their base salary.

For employees who have received redemption payment(s) for sick leave in any year proceeding retirement, their maximum sick leave accumulations shall be reduced in proportion to the sick leave time redeemed by the District. If adequate notice is provided and the average final compensation exceeds 125% of the base salary, the District shall have sole discretion as to how much sick leave time will be redeemed in any year prior to retirement (so long as no unused sick leave time is forfeited by the employee). In the case of extenuating circumstances (and under circumstances where the initial notice of retirement was given in good faith), an employee may extend the date of retirement in one-year increments.

It is the intent of this Article to maximize the employee's retirement benefit while preventing the District from being accessed a "spiking charge" pursuant to RSA 100-A:16, III-a, (b). Thus, and in the event that there is a failure to give adequate notice of retirement so that the District cannot balance the redemption of sick leave time so as to avoid the spiking charge, the District may redeem the sick leave after the date of actual retirement in a manner that does not trigger such a "spiking charge." This provision shall become null

and void in the event that the Legislature amends RSA 100-A:16, III-a, thereby eliminating the "spiking charge."

The term "spiking charge" as referred to herein is that charge imposed upon the District to make a one time payment to the N.H. Retirement System pursuant to RSA 100-A:16, III-a, (b), resulting from the payment of wages or other benefits that raise the employee's average final compensation above 1.25 times their base salary.

Article 24 – Miscellaneous

A. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found 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 of this Agreement will continue in full force and effect.

B. Neither the Association nor any teacher shall during the term of this Agreement engage in or condone any strike, slow-down, work stoppage, or any other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Board sponsor any lockout.

C. Cost of reproducing copies of this Agreement in booklet form shall be shared equally by the parties, using a publisher chosen mutually. The specifications will include a completion date allowing the copies to be distributed on or before the first work day of the school year.

D. It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written Agreement reached as a result represents the total of all understandings between the parties, for the contract term; unless the parties mutually agree to modify the Agreement, by an instrument in writing, duly executed by both parties.

Article 25 – Duration of Agreement

This agreement shall be effective as of July 1, 2012, and shall continue until June 30, 2015, or until a successor agreement has been properly negotiated. Any implementation of this agreement or the continuation thereof is subject to sufficient funds being appropriated to cover the costs of such implementation.

Appendix A
FY2012-2013, FY2013-2014, FY2014-2015 Salary Schedule

YEAR 1 FY 2012-2013

Step	B	B+15	B+30	M	M+15	M+30
1						
2	36,866	37,603	37,669	37,965	38,561	39,277
2.5	37,640	38,393	38,535	38,838	39,448	40,180
3	38,414	39,182	39,402	39,711	40,335	41,084
3.5	39,221	40,005	40,308	40,625	41,263	42,029
4	40,028	40,828	41,214	41,538	42,190	42,974
4.5	40,868	41,685	42,162	42,498	43,161	43,962
5	41,709	42,543	43,110	43,449	44,131	44,950
5.5	42,585	43,436	44,102	44,448	45,146	45,984
6	43,461	44,330	45,093	45,448	46,161	47,018
6.5	44,373	45,260	46,130	46,493	47,228	48,100
7	45,286	46,191	47,167	47,538	48,284	49,181
7.5	46,287	47,161	48,262	48,631	49,396	50,312
8	47,188	48,131	49,337	49,725	50,505	51,443
8.5	48,179	49,142	50,472	50,869	51,667	52,626
9	49,170	50,153	51,607	52,012	52,829	53,810
9.5	50,203	51,206	52,794	53,208	54,044	55,047
10	51,235	52,259	53,981	54,405	55,259	56,285
10.5		53,357	55,222	55,656	56,530	57,579
11		54,454	56,464	56,907	57,801	58,874
11.5			57,762	58,216	59,130	60,228
12			59,061	59,525	60,460	61,582
12.5			60,419	60,894	61,850	62,999
13			61,778	62,263	63,241	64,415
13.5			63,199	63,695	64,695	65,897
14			64,620	65,127	66,150	67,378

YEAR 2 FY 2013-2014

Step	B	B+15	B+30	M	M+15	M+30
1						
2	36,866	37,603	37,669	37,965	38,561	39,277
3	38,414	39,182	39,402	39,711	40,335	41,084
4	40,028	40,828	41,214	41,538	42,190	42,974
5	41,709	42,543	43,110	43,449	44,131	44,950
6	43,461	44,330	45,093	45,448	46,161	47,018
7	45,286	46,191	47,167	47,538	48,284	49,181
8	47,188	48,131	49,337	49,725	50,505	51,443
9	49,170	50,153	51,607	52,012	52,829	53,810
10	51,235	52,259	53,981	54,405	55,259	56,285
11		54,454	56,464	56,907	57,801	58,874
12			59,061	59,525	60,460	61,582
13			61,778	62,263	63,241	64,415
14			64,620	65,127	66,150	67,378

YEAR 3 FY 2014-2015*

Step	B	B+15	B+30	M	M+15	M+30
1	36,866	37,603	37,669	37,965	38,561	39,277
2	38,414	39,182	39,402	39,711	40,335	41,084
3	40,028	40,828	41,214	41,538	42,190	42,974
4	41,709	42,543	43,110	43,449	44,131	44,950
5	43,461	44,330	45,093	45,448	46,161	47,018
6	45,286	46,191	47,167	47,538	48,284	49,181
7	47,188	48,131	49,387	49,725	50,505	51,443
8	49,170	50,153	51,607	52,012	52,829	53,810
9	51,235	52,259	53,981	54,405	55,259	56,285
10	53,387	54,454	56,464	56,907	57,801	58,874
11		56,741	59,061	59,525	60,460	61,582
12			61,778	62,263	63,241	64,415
13			64,620	65,127	66,150	67,378
14			67,592	68,123	69,193	70,477

The off step – cost of living adjustment for B+30, M, M+15 & M+30 will be 2% FY2013, 2.25% FY 2014 & 2.5% FY2015. Current Teacher on the B+30 will be grandfathered to receive the cost of living adjustment, teachers hired on or after July 1, 2012 on the B+30 will not receive a cost of living adjustment after reaching Step 14.
*Year 3 of contract –Due to the salary shift of the step table, the Teacher will remain on the same step as Year 2. Teachers will move up in salary, but remain on same step.

Appendix B

FY13 Stipend amount

LHS COACHING POSITIONS

SPORT	LEVEL	STIPEND
Baseball	Varsity	$3,915
Baseball	Varsity Assist. *	$1,500
Baseball	J.V.	$2,702
Baseball	Frosh.	$2,075
Basketball	Varsity (M)	$4,429
Basketball	J.V. (M)	$2,959
Basketball	Frosh. (M)	$2,517
Basketball	Varsity (F)	$4,429
Basketball	J.V. (F)	$2,959
Basketball	Frosh (F)	$2,517
Cheerleading	Varsity Fall	$3,579
Cheerleading	J.V. Fall	$2,326
Cheerleading	Varsity Winter	$4,416
Cheerleading	J.V. Winter	$3,047
Cross Country	Varsity (M)	$3,845
Cross Country	Assist. (M)	$2,500
Cross Country	Varsity (F)	$3,845
Cross Country	Assist. (F)	$2,500
Equipment Mgr		$2,002
Faculty Mgr	Fall & Winter	$2,432
Field Hockey	Varsity	$3,480
Field Hockey	J.V.	$2,367
Football	Varsity	$8,121
Football	Assistant (2)	$4,304
Football	J.V.	$4,304
Football	Sophomore*	$1,636
Football	Frosh.	$4,223
Football	Frosh. Assist.*	$1,636
Golf	Varsity	$3,312
Golf Assist	Varsity	$1,987
Gymnastics	Varsity (F)	$4,113
Gymnastics	Assist. (F)	$2,756
Ice Hockey	Varsity (Co-ed)	$4,429
Ice Hockey Assist	Varsity	$2,650
Indoor Track	Varsity (M)	$4,247
Indoor Track	Assist. (M)	$2,973
Indoor Track	Assist (M)	$1,911
* Outside Funding		

SPORT	LEVEL	STIPEND
Indoor Track	Varsity (F)	$4,247
Indoor Track	Assist. (F)	$2,973
Lacrosse	Varsity (M)	$3,882
Lacrosse	Assist (M)	$2,329
Lacrosse	J.V. (M)	$2,523
Lacrosse	Frosh. (M)	$2,135
Lacrosse	Varsity (F)	$3,882
Lacrosse	J.V. (F)	$2,523
Outdoor Track	Varsity (M)	$4,647
Outdoor Track	Assist. (M)	$3,254
Outdoor Track	Assist. (M)	$2,091
Outdoor Track	Assist (M)	$2,091
Outdoor Track	Varsity (F)	$4,647
Outdoor Track	Assist. (F)	$3,254
Outdoor Track	Assist. (F)	$2,091
Soccer	Varsity (M)	$3,814
Soccer	Assist. (M)	$2,555
Soccer	J.V. (M)	$2,517
Soccer	Frosh. (M)*	$1,526
Soccer	Varsity (F)	$3,814
Soccer	Assist. (F)	$2,555
Soccer	J.V. (F)	$2,517
Soccer	Frosh. (F)	$1,526
Softball	Varsity	$3,915
Softball Assist	Varsity	$1,500
Softball	J.V.	$2,701
Softball	Frosh.	$2,075
Swimming	Varsity (Co-ed)	$4,380
Swimming	J.V. (Co-ed)	$2,541
Tennis	Varsity (M)	$3,581
Tennis	Varsity (F)	$3,581
Volleyball	Varsity (F)	$3,814
Volleyball	J.V. (F)	$2,775
Volleyball	Varsity (M)	$3,814
Volleyball	JV (M)	$2,775
Wrestling	Varsity (M)	$4,247
Wrestling	J.V. (M)	$2,549
Wrestling	Frosh(M)	$1,780

LHS CO-CURRICULAR POSTIONS

POSITION	STIPEND
ART CLUB	$1,069
BIO CONNECT	$1,069
CHESS CLUB	$1,069
CLASS ADVISOR GR 12	$5,609
CLASS ADVISOR GR 11	$3,205
CLASS ADVISOR GR 10	$1,069
CLASS ADVISOR GR 9	$1,069
COLOR GUARD	$1,202
DANCE CLUB	$1,121
DECA	$1,069
DRAMA CLUB HEAD	$4,300
DRAMA CLUB ASSIST.	$1,937
DRAMA CLUB ASSIST	$1,469
FESTIVAL OF YOUTH	$1,069
FIRST PROGRAM	$3,872
FBLA	$1,069
FUTURE EDUCATOR'S CLUB	$2,270

POSITION	STIPEND
GRANITE ST CHALLENGE	$1,069
LITERARY MAGAZINE-	$1,069
MARCHING BAND FALL	$3,339
MARCHING BAND ASST.	$1,202
MARCHING BAND TECH ASST	$2,270
MATH TEAM CONTEST	$ 267
MATH HONOR ADVISOR	$ 267
MATH TEAM ADVISOR	$1,069
NHS ADVISOR	$2,270
NHS FACULTY COUNCIL (5)	$ 267
NEWSPAPER	$4,300
STUDENT COUNCIL	$5,449
VENTURE CLUB	$1,869
VIDEO/RADIO	$1,069
YEARBOOK HEAD	$5,341
YEARBOOK ASSIST.	$3,205

MIDDLE SCHOOL COACHING POSITIONS

SPORT	LEVEL	STIPEND
CROSS COUNTRY	HEAD (F)	$2,307
CROSS COUNTRY	ASSIST. (F)	$1,762
CROSS COUNTRY	HEAD (M)	$2,307

SPORT	LEVEL	STIPEND
CHEERLEADING	CLASS M	$1,987
VOLLEYBALL	HEAD	$1,422
WRESTLING	HEAD	$2,676

CROSS COUNTRY	ASSIST. (M)	$1,762	WRESTLING	ASSIST	$2,038
FIELD HOCKEY	HEAD (L)	$2,262	BASEBALL	CLASS L	$2,310
FIELD HOCKEY	ASSIST. (M)	$1,739	BASEBALL	CLASS M	$1,840
SOCCER	CLASS L (F)	$2,288	SOFTBALL	CLASS L	$2,310
SOCCER	CLASS M (F)	$1,793	SOFTBALL	CLASS M	$1,840
SOCCER	CLASS L (M)	$2,288	TRACK	HEAD (F)	$2,556
SOCCER	CLASS S (M)	$1,793	TRACK	ASSIST. (F)	$2,091
BASKETBALL	CLASS L (F)	$2,650	TRACK	HEAD (M)	$2,556
BASKETBALL	CLASS M (F)	$1,987	TRACK	ASSIST. (M)	$2,091
BASKETBALL	CLASS L (M)	$2,650	GOLF	HEAD	$1,821
BASKETBALL	CLASS M (M)	$1,987			
CHEERLEADING	CLASS L	$2,650			

MIDDLE SCHOOL CO-CURRICULAR POSITIONS

POSITION	STIPEND	POSITION	STIPEND
ART CLUB	$1,069	MARCHING BAND	$ 935
BOOK CLUB	$1,069	MATH LEAGUE	$1,069
BOYS RESPECT	$1,148	MUSIC PRODUCTION	$1,069
GIRLS RESPECT	$1,148	POLITICAL ACTION CLUB	$1,069
CHESS/BRAIN GAMES	$ 802	POPSTARS	$1,736
COLORGUARD	$ 667	PROPS MUSICAL CLUB	$ 935
COMPUTER CLUB	$1,069	RECYCLING CLUB	$1,069
CPR CLUB	$1,736	SCHOOL NEWSPAPER	$2,938
DRAMA CLUB I	$2,938	SCIENCE CLUB	$1,603
DRAMA CLUB II	$1,736	SCI, ENGIN, TECH	$1,148
HEALTH & WELLNESS	$1,736	SHOW CHOIR	$1,603
JAZZ BAND	$1,469	STUDENT COUNCIL	$4,808
LITERARY CLUB	$1,069	YEARBOOK	$2,671
MAJORETTES	$ 667	ACADEMIC INTERVENTION (4)	$4,407

Co- curricular stipends will be increased 2.5 % for FY13, 2.5% for FY14, and 2.5% for FY15.

Appendix C

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

LONDONDERRY EDUCATION ASSOCIATION

BY: Brian Contente

BY: Steph J. Talbo

LONDONDERRY SCHOOL BOARD

BY:

BY: