AGREEMENT BETWEEN THE MADISON EMPLOYEES' ASSOCIATION AND THE MADISON SCHOOL BOARD FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2013

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ARTICLE I
RECOGNITION

(A) The Madison School Board recognizes the Madison Employees' Association for the purposes of collective bargaining as the exclusive representative of a unit consisting of salaries and hourly personnel employed by the Madison School District during the term of this agreement. The position of building principal and any management personnel are specifically excluded from this Agreement.

(B) The Association agrees to represent, equally, all such employees in this unit without discrimination and without regard to membership in the Association.

ARTICLE II
NEGOTIATIONS PROCEDURE

(A) The Association and the Board Negotiating Committee agree to enter into collective negotiations in accordance with New Hampshire RSA 273-A.

(B) The parties agree to enter into negotiations for a successor to this Agreement during the month of June preceding the final year of this Agreement. (For example, if the Agreement expires on July 1, 2018, negotiations should begin in June of 2017.)

ARTICLE III
RIGHTS & PRIVILEGES OF THE PARTIES

(A) The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:

a. to direct employees of the School District,
b. to hire, promote, demote, assign, and retain employees in positions with the School District, and to suspend, discharge, or take other disciplinary action against employees in accordance with their Agreement,
c. to relieve employees from duties because of lack of work or for other legitimate reasons in accordance with this Agreement,

d. to maintain the efficiency of the School District operations entrusted to them,
e. to determine the methods, means, and personnel by which such operations are to be conducted, and
f. to take whatever actions which may be necessary to carry out the mission of the School District in situations of emergency, and
g. to make every effort to provide a safe working environment.

(B) The Association and its representatives shall have the right to schedule use of school buildings for its meetings but that any use shall be in accordance with the adopted policy of the Board regarding use of buildings.

(C) There shall be no reprisals by either the Board or the Association against any employee by reason of membership or lack of membership in the Association, nor shall reprisals be taken against an employee as a result of participation in the grievance or arbitration procedure provided by this Agreement.

(D) The Board agrees to post a copy of the minutes of Board meetings in the staff room.

(E) Those members of the bargaining unit so designated by the Association shall be permitted to place notices, circulars, and other materials in the employees' mailboxes.

(F) The Association and its representatives shall have the right to post notices of activities and matters of Association concern in the staff room.

(G) The rights and/or privileges granted to the Association in this Agreement will not be granted during the term of this contract to any other group or organization which purports to represent any employee or group of employees covered by this Agreement.

(H) The Board will endeavor to place no fewer than two (2) matter(s) brought before it for its consideration by the Association, under "new business" on the agenda and handle those matter(s) as early in the meeting as possible. Written notification of said matter(s) shall be received by the Board at least (10) days prior to the

meeting.

(I) Except in cases of emergency, staff members shall receive an agenda prior to scheduled staff meetings.

(J) An employee who substitutes for another district employee and therefore cannot perform her/his normal duties will not be paid less than the employee's regular daily pay. Except in a school emergency, employees may refuse to substitute or work beyond her/his contracted hours.

ARTICLE IV
ASSIGNMENTS AND VACANCIES

(A) The Board will assign personnel on the basis of their qualifications and the needs of the District. When it is not possible to meet these conditions, personnel shall be assigned first in accordance with the needs of the School District and second where the administration feels the employee is most qualified to serve. No professional teacher shall be assigned to a position for which she/he is not qualified and certifiable. However, within one (1) year of beginning employment, certification must be obtained or said contract shall not be renewed.

(B) (1) Whenever a vacancy occurs in an existing position or a new position is created, notification of such position shall be posted in the staff room, and the District will send an email notice to all employees' school email addresses. The notice will contain the following information: starting date, job description, salary range, the number of working days in the contract year, and the dates that the period for taking applications open/close.
(2) The District will allow current employees to interview for vacant positions before opening the positions to the public.

(C) Before any reclassification of jobs that affects the bargaining unit goes into effect, the Association shall be notified in writing.

(D) Reassignments shall not be made without prior consultation and input with the affected employee.

ARTICLE V
EMPLOYMENT

(A) The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, nationality, sex, domicile, marital status, age, or disability.

(B) Public Complaints - While the School Board recognizes its obligation to be available to the public at all reasonable times, it also believes that specific complaints by parents concerning employees can usually be resolved more effectively by the parties directly concerned. The Board, therefore, will not address such complaints until such complaints are first raised with the employee. If not resolved, such complaints shall be raised with the Building Principal and the Superintendent. If still not resolved, the Board will hear such complaints at the next regularly scheduled Madison School Board meeting.

(C) Resignation - All hourly employees resigning will do so in writing to their building principal and shall give fourteen (14) days written notice. Professional employees shall provide 30 days written notice and shall submit their resignation to the superintendent of schools. The superintendent may waive the notice requirement for any employee when s/he feels it is in the best interest of the district.

(D) Class Size -The parties recognize the desirability of reducing pupil-teacher ratio and class size in certain areas of instruction. When class size becomes detrimental to the learning process, every effort will be made to use existing school personnel as equally and efficiently as possible.

(E) Physical examinations required of employees by the District will be paid by the District according to Board Policy. Pre-employment examinations required by the District are excluded.

ARTICLE VI
TIME REQUIREMENTS

(A) As a professional, each teacher is expected to devote to his/her work the time necessary to accomplish the task at hand. Each teacher recognizes that he/she has a professional responsibility to provide the best possible opportunity to each student, and that that responsibility carries beyond the normal school day. This responsibility includes availability:

(1) to students and parents,

(2) for attendance at staff meetings designed to provide meaningful, professional growth or to clarify school business in general, and to participate in other school-related activities at the request of the administration. Teachers shall be free to act with professional discretion relative to their time of arrival at school and their time of departure. However, the teacher's day usually shall not exceed the student's designated normal day by more than one hour.

(B) Meetings. Staff meetings will be held at a time when all professional and paraprofessional staff can attend. Committee meetings will be held at a time when all members of the committee can attend. Support staff who participate in committee meetings or administration-recommended activities outside of regular work hours will be compensated at their regular hourly rate.

(C) Work Load - During each school day, each teacher and educational paraprofessional shall have twenty-five minute (25), duty-free, meeting-free lunch period, barring extenuating circumstances. Each teacher shall be guaranteed an average of thirty-minute (30) duty-free planning time per day. The computation of this average will be done over a week's time.

(D) The job descriptions and normal work hours, days and year for hourly employees shall be specified for each position by the school board prior to hiring.

(E) Hourly employees will receive time and one-half for all hours worked over forty (40) per weekly pay period. Hourly employees are

expressly forbidden from working overtime unless it has been approved in advance by their immediate supervisor, the building principal, or the superintendent. A minimum of two (2) hours wages at time and one-half will be paid if an employee is called in between (11) eleven PM and 6:00 AM and/or weekends.

ARTICLE VII
EMPLOYEE WORK YEAR

(A) The School Calendar -The Superintendent shall review with the Madison Employees' Association the formulation of the school calendar and the rescheduling of any postponed days.

(B) The teachers' work year shall be no more than 180 + 5 days. Two of these days shall be the two days prior to the opening of school. During these two days, no more than one day will be devoted to school administrative unit or school district administrative meetings. The third day shall occur immediately after the students' last day of the school year. If that day is a Saturday, Sunday, or holiday, with permission of the principal, a day no later than the next work day may be used. Of the remaining two days, one shall be utilized as a conference day for teachers and parents.

(C) Any teacher required to work additional days beyond the teachers' normal work year shall be compensated at the daily rate of the individual's actual salary for that year.

(D) Twelve month, full-time hourly employees shall accrue annual paid vacation as follows:

1 to 9 years of continuous employment - 10 days

10 or more years of continuous employment - 15 days

No more than five (5) paid vacation days will be taken while school is in session without permission of the superintendent based on recommendation of the principal.

(E) All hourly employees working at a Full Time Equivalent (FTE) of 60% or more shall be paid for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Columbus Day	Christmas Day
Veterans' Day	Civil Rights Day

Full-time hourly employees working at least 200 days, at least 5 days of which are in the month of July, shall also be paid for Independence Day. Twelve month, full-time hourly employees and any other hourly employees who work the Friday before Labor Day will be paid for Labor Day.

(F) Hourly wage employees will receive their full day's pay for delayed openings and early releases due to weather or other school related emergencies. Hourly employees whose assignment requires them to work during a day when schools are closed will be paid for their hours of actual service or half of their regular daily hours, whichever is greater. Hourly employees who are not required to work on a day when school is cancelled will not be paid for that day until/unless it is made up at another date.

ARTICLE VIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

(A) The District shall reimburse teachers for graduate credits in courses, which are approved by the Superintendent prior to the start of the course. The amount reimbursed will not exceed the current credit hour cost of the University of New Hampshire and in no instance more than the actual cost involved up to the maximum of eight (8) credit hours in any one contract year per teacher. Credit reimbursement will only be granted for those courses that relate directly to teacher classroom assignment. Within the maximum 8 credit hours, the Superintendent may grant one course per year per teacher, which does not relate directly to the classroom teaching assignment, but does benefit the school district. Approval by the Superintendent is required before enrollment. In all cases, a grade of B or better must be earned as a prerequisite for reimbursement.

Teachers earning credit during the spring and summer sessions shall be reimbursed in September only if they continue in the employment of the district, provided that evidence of grades of B or better and proof of payment have reached the Superintendent's Office. After September 15, payment will be made within thirty (30) days of receipt of such evidence. Teachers

earning credit during the fall shall be reimbursed within thirty (30) days after the evidence of grades of B or better and proof of payment have reached the Superintendent's Office. Credits toward meeting teaching certification will not be reimbursed.

(B) The Madison School Board shall reimburse hourly employees for credits in courses which are approved by the Superintendent prior to the start of the course. The amount of reimbursement will not exceed the current credit hour cost of the University of New Hampshire and in no instance more than the actual cost involved up to the maximum of 4 credits hours in anyone calendar year per employee. Credit reimbursement will only be granted for those courses that relate directly to the employee's assignment. In all cases, a passing grade of B or better must be earned as a prerequisite as well as proof of payment for reimbursement.

(C) The Madison School Board agrees to pay reasonable expenses up to $200.00 per day, incurred for educational conferences, workshops, or for trips involving school business. Expenses to be reimbursed may include conference and workshop fees, mileage reimbursement at the IRS level when it is necessary for employees to use their own vehicles for such activities, food, hotel rooms, highway tolls and parking fees. Employees must get approval prior to attending any activities requiring reimbursement. The employee shall receive notification of approval within 10 business days of submitting an approval request to his/her supervisor. Any employee wishing such reimbursement must resubmit the approval request form with the required receipts attached and file with the Superintendent. Reimbursement will be made within the next two pay periods once the appropriate paperwork has been submitted. No loss of pay will result from the granting of this approved activity. (Form at Appendix G.) Educational conferences, workshops, and other professional activities that are required of an employee by the district shall be exempt from the $200 per day limitation. In these cases, the costs that are approved in advance by the superintendent will be reimbursed in full if expenses are within the approved limit and are appropriately documented.

ARTICLE IX
EVALUATION

(A) The parties recognize the importance and value of an evaluation procedure for assisting in evaluating the progress and success of both newly

employed and experienced employees for the purpose of improving instruction. The parties further recognize and agree that, subject to the provisions of this article, employee evaluation is a supervisory function within the sole responsibility of the Board and its administrators.

(B) Appraisal of teaching service should serve five purposes:

(1) to raise the quality of instruction and educational service to the children of our community;
(2) to raise the standards of the teaching profession as a whole;
(3) to aid the individual teacher to grow professionally;
(4) to identify teachers' strengths and weaknesses; and
(5) to aid the School Board in making a decision in regard to reelection.

(C) The evaluation of an employee's performance is an employer's responsibility. However, the employee's input into the evaluation process is essential. Therefore, the Board will develop an evaluation procedure for teachers and hourly employees with input from those groups respectively.

(D) All formal observations of the employee's performance shall be conducted openly and with the full knowledge of the employee. All employees are to be observed at least once a year; except first year employees will be observed at least twice, with one observation occurring by the end of the first marking period. All hourly employees will be observed at least once each year. Videotapes of observations may be made with the permission of the employee. The employee shall receive an observation report of each visit within seven (7) days of the observation. All employees will receive a written evaluation at least once per year. No employee shall receive adverse comments from any observer in the presence of pupils, other employees, parents, or peers.
(E) Each employee shall be given his/her evaluation report and shall have the opportunity to discuss such report with his/her supervisor and/or principal. After such discussions, the employee shall sign the report, but the employee's signature does not necessarily indicate agreement with its contents. If the employee disagrees with the evaluation or observation report, he/she may so indicate in writing within one (1) week of receipt of the evaluation report; and upon request, the written statement of disagreement shall be placed in her/his personnel file and attached to the relative documents. At the time of signing, the employee shall be given a copy of his/her evaluation.

(F) Whenever practicable, such reports may include:

(1) Remarks regarding increased or decreased ability or performance of the employee during the period since the previous report.

(2) Specific suggestions as to measure which the employee may take to improve his/her performance in areas where weaknesses have been indicated.

(G)The employee shall be given a copy of any annual report prepared by his/her evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office or placed in the employee's file without prior conference with the employee.

ARTICLE X
GRIEVANCE PROCEDURE

(A)Definition -A "Grievance" shall mean an alleged violation, misinterpretation, or misapplication with respect to one or more employees, of any provision of this agreement.

(B) A grievance, to be considered under this provision, must be initiated by the employee(s) within fifteen (15) calendar days of its occurrence.
The following matters are excluded from grievance procedures:

(1) Any matter for which a specific method of review is prescribed by law or by any rule or regulation of the State Board of Education.

(2) A complaint of a probationary teacher, which is caused by her or his not being reemployed.

(3) A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention, in any position for which a continuing contract is not required.

(4)Any matter which, according to law, is beyond the scope of the Board's authority or limited to unilateral action by the Board alone.

PROCEDURE

Step 1 -Any employee(s) covered by this agreement who has a grievance shall first discuss it with his/her building principal in an attempt to resolve the matter mutually at that level. A verbal decision shall be rendered within seven (7) calendar days. An individual employee may present an oral grievance to her or his employer without the intervention of the exclusive representative. Until the grievance is reduced to writing (see Appendix C), the exclusive representative shall be excluded from a hearing if the employee(s) so request(s). Any resolution of the grievance shall not be inconsistent with the terms of an existing agreement between the parties.

Step 2 – If the employee(s) is not satisfied with the verbal decision, he/she may appeal the decision to the building principal within the next seven (7) calendar days after receipt of the decision of the building principal. The appeal shall be in writing and must specify:

(a) The nature of the grievance (i.e. the specific provisions of the contract that have been violated)

(b) The injury and the loss which is claimed; and

(c) The remedies sought.

The building principal shall investigate the matter and communicate the decision in writing to the grievant within seven (7) calendar days from the receipt of the written grievance.

Step 3 – If the employee(s) is not satisfied with the decision, he/she may appeal her or his grievance to the Superintendent, in writing within seven (7) calendar days after receipt of the building principal's decision. The Superintendent shall meet with the employee(s) and shall investigate the grievance and render her or his decision in writing within fourteen (14) calendar days after receipt of the appeal to her or his level.

Step 4 – If the grievance is not resolved to the employee's or the employees' satisfaction, she/he may request a review by the School Board, no later than fourteen (14) calendar days after receipt of the Superintendent's decision. The request shall be submitted in writing to the Board. The Superintendent shall forward all related papers to the Board. The Board shall review the

grievance and shall hold a hearing within thirty (30) calendar days after receipt of the employee's or employees' request with the employee(s). The Board shall render a decision in writing within thirty (30) calendar days of the receipt of the grievance by the Board to resolve the issue.

Step 5 – If the decision of the Board does not resolve the grievance to the satisfaction of the employee or the employees, and he/she wishes review by a third party, he/she shall so notify the Association within fourteen (14) calendar days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the Board within thirty (30) calendar days of receipt of the Board's decision. Either party will then initiate a request for arbitration under the procedure set forth herein within thirty (30) calendar days of the Association's decision.

PROVISIONS

(A) The time limits for processing of grievances may be extended by written, mutual agreement of the parties.

(B) Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision and will be considered acceptance of the decision rendered. No reprisals of any kind will be taken by the District or employee against any party in interest or other participant in the grievance procedure. Any employee may be represented by the Association, by counsel, or by a representative selected by the Association, at the choice of the employee.

(C) 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.

(D)Meetings on grievances shall not be open to the public.

(E) If, in the judgment of either party, a particular grievance shall affect a group of employees, the Association may join in the processing of the grievance and become a party thereto.

(F) Forms for filing grievances, serving notices, making appeals, making reports and recommendations will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

(G) The aggrieved person may be represented at all levels of the grievance procedure, solely at her/his option, by herself/himself or by her/his representative, or by a representative selected by the Association.

(H) When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to any higher level, be notified by the employee that the grievance is in process.

(I) Any employee who is in the bargaining unit and is not a member of the Association but wishes to have the Association represent them in a grievance, shall assume full financial responsibilities as to the actual costs of processing the grievance.

(J) Procedure for Securing the Services of an Arbitrator -The following procedure will be used to secure the services of an arbitrator:

(1) An arbitrator mutually agreeable to the parties shall be selected from a list provided by the American Arbitration Association or a list provided by each party. If after ten (10) working days from receipt of this list the parties are unable to reach agreement on the appointment of an arbitrator, the parties shall request that PELRB appoint an arbitrator.

(2) The arbitrator may add nothing to nor subtract anything from the Agreement between the parties. The findings of the arbitrator shall be final and binding. This shall be accomplished within twenty (20) working days of the completion of the arbitrator's hearing.

(3) The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the parties.

ARTICLE XI
PAYROLL DEDUCTIONS

Written authorization by the employee is required for each deduction requested.

(A) NEA-New Hampshire Membership Dues Deductions. (Requires Payroll Authorization Appendix B-1.) Deductions shall be in equal amounts for 12 pay periods beginning the first pay period in October. The amounts deducted will be remitted at each pay period to the Madison Employees' Association. The Madison School District shall not be responsible for collecting unpaid dues.

(B) Credit Union payroll deduction. (Requires Payroll Authorization Appendix D.) Such deduction shall be transmitted at each pay period.

(C) Tax Sheltered Annuities for all full-time employees. (Requires Payroll Authorization Appendix H.) Payment to the annuity companies shall be made at each pay period.

(D) The parties recognize that negotiations for and the administration of the agreement entail expenses which should be shared by all employees who benefit from the agreement. Each bargaining unit member shall join the association or pay a fair share fee determined by the association, not to exceed the full dues amount paid by members of the association.

In the event of any legal action against the employer because of its compliance with this article, the association agrees to defend such action at its own expense. The association agrees that in any such action it will indemnify and hold harmless the employer from any and all costs imposed due to the employer's non-negligent compliance with this article.

ARTICLE XII
INSURANCE BENEFITS

(A) The Madison Employees' Association shall be responsible for selecting group insurance plan(s) that may include medical, dental, term life, disability and like coverage.

(B) Definitions and prorating percentages:

(1) Full-time employees (for a Full Time Equivalent (FTE) of 100%) shall

be defined as salaried employees who work a 5-day schedule and fulfill the requirements of Article VI(A) and (B), and hourly wage employees who are scheduled to work 35 or more hours per week. They shall receive 100% of the benefits below. Support staff who are employed 32.5 or more hours per week shall be provided full-time medical benefits.

(2)Part-time salaried employees shall be defined as those who work the equivalent of 3 days a week. Their FTE shall be calculated by dividing the number of half-days worked by 10.

(3) The FTE for part-time hourly employees who work more than 24 and less than 35 hours a week shall be calculated by dividing the hours worked by 35.

(4) The prorating percentage for those employees with an FTE of 60% or greater shall be the same as their FTE. Those with an FTE of less than 60% do not qualify for insurance benefits.

(C) The district agrees to contribute the following amounts toward insurance premiums for eligible employees in the 2009-2010:

	2009-10	2010-11
Family	$19,439	$19,439
2-person	$14,385	$14,385
Single	$7,193	$7,193

In 2011-2012, 5% of the current health care cost shall be shifted from the district to employees, commencing September 1, 2011. For instance, if it were determined that in 2010-2011 the district's contributions of $19,439, $14,385, and $7,193 constituted 94% of the family insurance cost, 94% of the two-person insurance cost, and 94% of the single insurance cost, respectively, then in 2011-2012 the district's payments would be adjusted such that the district paid 89% toward each of the plans.

(D) A stipend for 20% of the difference between the health plan cost cap and not taking insurance for which they are eligible shall be granted to each employee who qualifies. This benefit is solely for those actually making an election to choose a plan that is less than they are eligible to choose from the health insurance provider.

Each full-time employee who qualifies for health benefits but who doesn't receive the above 20% stipend and who doesn't receive a family plan shall be granted a stipend. Each employee who elects to take insurance that covers less than a full family (3 or more people) will receive a salary supplement-based on the following schedule. This supplement shall be paid in the first pay period of December in a separate paycheck.
1 person medical coverage $1,000.00 2 person medical coverage $ 500.00

(E) The Board agrees to maintain an "Integrated Flexible Benefits Plan" under Section 125 of the Internal Revenue Code so that payments made under this Article, other than any salary supplement, shall be pretax dollars.

(F) All payments made under this Article, other than any salary supplements, shall be paid to the insurance company or agent directly.

(G) Health Care Reimbursement. The Board will provide a Health Care Reimbursement that may be used to reimburse any professional medical/dental/vision expense incurred by the employee and/or their family that will not be reimbursed by any other source. The School District will contribute ($0) of the account. The employee may contribute up to $1500.00 on a before-tax basis. The reimbursable bill must be submitted to the SAU office within 30 days after receiving the explanation of paid benefits from the health care insurance carrier.

(H) Dependent Care Reimbursement Account. The Board will establish a Dependent Care Reimbursement Account for employees who desire to take advantage of the tax reducing incentive. Single or married employees filing a joint return may deposit up to a maximum of $5000.00 in this account. The maximum contribution for married employees filing separately is $2,500.00.

ARTICLE XIII
SICK LEAVE

(A) All ten (10) month employees with an FTE of 100% shall be entitled to thirteen (13) days sick leave per year with full pay. Employees working more than ten (10) months will be granted an additional one (1) day per month beyond the thirteen (13) provided the ten-month employees. Employees hired on or after July' 1, 1992, will accumulate sick leave from year to year up to a maximum of ninety (90) days; employees hired prior to

July 1, 1992, will accumulate sick leave from year to year up to a maximum of one hundred and thirty-six (136) days. All sick days may be used for illness only or illness of employees' children, spouse, or significant live-in other.

(B) Any salaried employee working less than 5 days per week shall be entitled to sick leave at a prorated rate. The prorated percentage for these salaried employees will be calculated by dividing the days worked per week by 5. That percentage will then be taken out of 13.

(C) All other employees shall be given sick days prorated by their FTE. For instance, if an employee hired to work 6.5 hours per day were entitled to 10 sick days, the employee would receive 65 hours of sick leave. If another example employee hired to work 3 hours per day was entitled to 10 sick days, the employee would receive 30 hours of sick leave.

(D) Previously accumulated unused sick leave days will be restored to all employees returning from a Board-approved leave of absence.

(E) If upon investigation, the Superintendent can demonstrate that sick leave has not been used for a bona fide illness he/she may withhold an employee's pay for the period in question. The Superintendent may also require an employee to provide a certificate from a physician to explain absences of five (5) or more consecutive days.

(F) The Board agrees to establish an employee sick leave bank that will be maintained and administered by the Association. The purpose of the bank is to cover employees in the event of a disabling illness that occurs, or continues, after an individual employee's sick leave has been exhausted. Each employee who wishes to be covered by the sick leave bank program for the length of their employment must enroll, between July 1 and September 30 of any school year. Enrollment is accomplished by donating, in writing, from one (1) to five (5) days of sick leave. Donated sick leave days will be deducted from the donating employee's accumulated sick leave. There is no limit to the total of sick leave days that may be in the bank at any given time but the Association cannot withdraw a cumulative total of more than one hundred fifty (150) days in any single school year. Employees who have already enrolled in the sick bank program may help replenish the supply of days in the bank by donating, in writing, from one (1) to five (5) additional days, so long as it is done between July 1 and September 30, or

between February 1 and February 28 of any school year. Employees who do not donate one or more days between July 1 and September 30 of a given school year will not be eligible to use the sick leave bank until they re-enroll during the next year's enrollment period.

(G) Any employee in the second year of employment, currently receiving health care benefits, whose illness extends beyond the period of accumulated sick leave may be granted a leave of absence with health care benefits at the sole discretion of the School Board. Said leave is not subject to the grievance procedure. This leave will not extend beyond the school year in which it was granted. Any employee granted extension for the remainder of a school year must notify the Superintendent in writing by June 15 of his/her intention of continuing employment in the succeeding school year.

(H) An employee anticipating extended illness may be granted such leave prior to the expiration of accumulated sick leave days and upon returning from the health leave, will have the unused portion of accumulated sick leave reinstated. Upon returning to service, the employee shall be assigned to the same duties or those of a similar nature as were performed prior to the beginning of the leave of absence. A probationary employee returning to the employment of the public schools from said leave shall be regarded as retaining the period of probationary service achieved prior to her/his leave; but none of the time on leave shall count toward continuing contract rights. Non-probationary employees returning to employment will be given credit for a year's experience if he/she has worked ninety-one (91) days (126 days for 12-month employees) during the contract year.

(I) Effective 2010-2011, employees retiring from the Madison School District will be compensated for any unused Sick Days to a maximum of ninety (90) days at a rate of $25 per day.

ARTICLE XIV
SERIOUS ILLNESS OR DEATH IN THE FAMILY

A maximum of five (5) days will be granted each employee for serious illness or death in the family. These days, if used, shall not be deducted from sick leave. If, in the opinion of the Building Principal, a relationship exists similar to that of a family relationship, this leave may be granted.

ARTICLE XV

PERSONAL BUSINESS LEAVE

(A) Personal business leave shall be available to all full time (FTE 100%) employees for situations which require absence during school hours for the purposes of transacting or attending to personal or legal business, or family matters. Personal business leave may be granted for not more than three (3) days per year with full pay, subject to the following guidelines.

(1) The personal business leave is for attending to business or personal affairs which cannot be accomplished with reasonable planning at any other time. The situation must be one of major importance, not one of convenience.

(2) The employee must notify his/her building principal at least 24 hours prior to the leave, barring extenuating circumstances.

(B) Personal business leave days are not accumulative from year to year.

(C) Personal business leave will not be deducted from sick leave nor may it be used for sick leave.

ARTICLE XVI
LEGAL

(A) If it is necessary for any employee of the School District to serve as a juror or as a witness, the employee shall be reimbursed the difference between her/his regular pay and jury pay. In case of a required appearance in a court of law involving no moral turpitude on the part of the employee, he/she shall be reimbursed his/her full pay, and the day or days shall not be deducted from sick leave.

ARTICLE XVII
CHILD CARE LEAVE

(A) Child care leave shall be granted to any parent/employee of a child, born or adopted. If said leave commences before March 1, the leave shall be granted until June 30 of that school year. If the parent/employee wishes to return prior to June 30 of that school year, he/she must state the date of return to the School Board when requesting the leave. If said leave commences on or after March 1, the leave shall be granted for the remainder

of that school year and for 90 school days of the following school year. If said leave commences during the summer break, the leave shall be granted until June 30th of the ensuing school year. Any employee whose leave continues into the next school year and wishes to return to employment prior to the termination of said leave, must submit such request in writing to the School Board for consideration by June 30th. This leave will be provided without pay, but will include health care benefits.

(B) It shall be the duty and the responsibility of the employee to notify the building principal of the pregnancy/adoption as soon as it is determined and of his/her desire to take such leave with an estimated date of the leave's commencement. Except in cases of emergency, the employee shall also give at least thirty (30) days notice, in writing, to the School Board prior to the date on which his/her leave is to begin. An employee who is pregnant may continue in active employment until as late into her pregnancy as she desires, providing in the judgment of the building principal she is able to properly perform all required functions and with the written approval of her attending physician. Any employee who continues working pursuant to a physician's approving statement shall execute a hold harmless statement absolving the Board of any responsibility or liability which would result from physical harm to the employee resulting from her continuing to work despite her pregnancy condition.

(C) At the expiration of the leave, the employee is expected to return to duty or submit a letter of resignation. The absence of either action will result in termination of employment and tenure rights. Upon returning to service, the employee shall be assigned to the same duties, or those of a similar nature, as determined by the School Board, as were performed prior to the beginning of the leave.

(D) Should an employee, either prior to the commencement of maternity leave or after termination thereof, become disabled as a result of pregnancy, miscarriage, or childbirth, her lost time shall be charged to her available sick leave, and she shall be compensated therefore.

(E) A probationary employee returning to the employment of the public schools from child care leave shall be regarded as retaining the period of probationary service achieved prior to his/her leave, but none of the time on leave shall count toward continuing contract rights. Non-probationary employees returning to employment will be given credit for a year's

experience if he/she has worked ninety-one (91) days (126 days for 12 month employees) during the contract year.

ARTICLE XVIII
SABBATICAL LEAVE

The school board believes that it would benefit the district if staff members undertake graduate study or teacher exchange programs.

(A) Leave may be granted to a teacher after seven years of service in the school district for such purpose. The school board reserves the right to limit the number of persons on leave and, in any given year, may not grant any requests.

(B) The purpose of this leave may be for additional relevant and pertinent academic graduate study at an accredited institution of higher learning, the opportunity to participate in a teacher exchange program, or for other purposes.

(C) A teacher taking advantage of leave will proceed on the salary schedule with the year's leave accepted as a year of experience. Upon returning to service, the teacher shall be assigned to the same duties, or those of a similar nature, as determined by the school board, as were performed prior to the beginning of the leave.

(D) Written application must be made to the superintendent and school board no later than December of the academic year prior to the year in which the leave will be taken. Approval of the application must be granted by the superintendent and the school board.

(E) The board may grant a paid sabbatical leave for graduate study. A teacher with an approved sabbatical leave will be compensated one-quarter of the base salary of the year in which the sabbatical occurs. There is no compensation from the School District for any employee granted leave for a teacher exchange program.

(F) Regular retirement contributions by the employee and the School District will be continued during the absence on the same basis as if the employee were on active service in the district. Any contribution toward medical benefits which the district pays would be continued during any leave.

(G) Teachers earning credit during the sabbatical leave shall be reimbursed in September only if they continue in the employ of the district, and provided that evidence of passing grades has reached the School Board by September 15. Credits shall be subject to approval as in Article VIII, Professional Development and Educational Improvement.

(H) Employees on leave must notify the Superintendent by April 15 during the year of leave, of their intent to return at the beginning of the subsequent contract year.

(I) Any teacher granted a leave agrees to return to the employ of the School District for 2 years or pay back a prorated amount for any salaries, benefits, fees or compensation granted during the leave. Prior to the granting of sabbatical leave, the employee shall sign a notarized document assuming financial responsibility for said debt.

ARTICLE XIX
OTHER LEAVES AND EXTENSIONS

(A) Other requests for leave of absence, such as, but not limited to, public office, health, family illness, study and military, may be granted at the discretion of the Board. The Board's decision is not subject to the grievance procedure.
(B) Extensions, renewals, or modifications of leaves may be granted upon the employee's written request to the School Board, and subsequent School Board approval, at its sole discretion. Said leave, if granted, shall be in writing. Said leave is not subject to the grievance procedure.
(C) Regular retirement contributions by the employee and the School District will be continued during the absence on the same basis as if the employee were on active service in the district. Any contribution toward medical benefits which the district pays would be continued during any leave.
(D) Any teacher granted a leave agrees to return to the employ of the School District for 2 years or pay back a pro rated amount for any salaries, benefits, fees, or compensation granted during the leave. Prior to the granting of said leave, the employee shall sign a notarized document assuming financial responsibility for said debt.

ARTICLE XX
EMPLOYEE DISCIPLINE

(A) Discipline should be progressive and corrective in nature and conducted in a manner which affords the employee the opportunity to improve. Discipline shall be applied evenhandedly and without discrimination.

(B) An employee shall be entitled to have present a representative of the Association during any meeting that leads to disciplinary action. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation under the provisions of the Agreement.

(C) Whenever any employee is required to appear before the Superintendent, the Board or any committee or member thereof with respect to a written complaint or formal charge concerning her/his competency or her/his position of employment, he/she shall receive in writing specific grounds forming the basis for disciplinary action; and he/she shall be entitled to have legal counsel and/or a representative of the Association or its affiliate present to advise and represent he/she during such appearance. Timeliness by all parties is important. Therefore, the appearance shall be scheduled as soon as possible, but the employee may request that the appearance be no sooner than eleven (11) days from receipt of the notice to appear.

(D) All disciplinary actions shall be consistent with the infraction.

(E) If discharge or non-renewal of an employee, placement on an additional year of probation, or demotion is to be considered because of inadequacies observed in the employee's work, such action must minimally be preceded by Article IX, Evaluation, Section F.

ARTICLE XXI
SALARIES, WAGES, AND LONGEVITY PAYMENTS·

(A)The salary and hourly wage schedules for people employed by the Madison School District that are covered by this agreement are set forth in Appendix A-1 and Appendix A-2. Schedules are attached hereto and made a part hereof.

(B) Teachers shall be paid biweekly in 26 installments. Teachers shall receive the balance of their salary in a lump sum on the last payment in June. Also, teachers may have the option of 22 biweekly payments (instead of 26) with proper notification to the business office prior to the first paycheck in any contract year. (Appendix B-2)

(C) Hourly employees shall be paid biweekly for total hours worked in the pay period the weeks prior to the payday.

(D) Effective July 1, 2010, all employees hired on the "New Hire Schedule" shall move to the next step of the 2010-2011 salary schedule included in Appendix A-1. All other salaried employees shall advance one step on the salary schedule if they were contracted for at least 90 days during the previous school year.

In 2010-2011, Rebecca Chase, Karen Coyle, Mary Kohnke, Vicky Sanborn, and Nancy Spaulding shall receive a stipend of $1500 and Nan Bartlett, Nancy Boyer, Jamie Buck, Mary Doherty, and Linda Haver shall receive a $1000 stipend. In 2011-12, Rebecca Chase, Karen Coyle, Mary Kohnke, Vicky Sanborn, and Nancy Spaulding shall receive a stipend of $2,000, and Nan Bartlett, Nancy Boyer, Jamie Buck, Mary Doherty, and Linda Haver shall receive a $1500 stipend. In 2012-13, individuals working beyond the top step will receive the top step base plus a $2,000 stipend. These stipends will be paid in a separate check the first pay period in October.

Individuals eligible for a track change will move to the appropriate track and step.

(E) All hourly employees shall move up one step on Appendix A-2 for each year of this contract.

(F) Paraeducators who are highly qualified shall be paid on Track C of the wage schedule. Paraeducators that are not of a highly qualified and/or certified status will remain in Track B. Tutors, bus drivers, and custodians shall be paid on Track D of the wage schedule.

(G) If a salaried employee expects to qualify for a higher salary track for a contract year she/he must have notified the Superintendent of this pending change in status by January 1st of that year. The Superintendent will approve the move to a higher salary track once the employee has provided an official

college transcript that verifies completion of the necessary postgraduate course work.

(H) New salaried employees.

(1)New salaried employees will be placed on a salary track that is appropriate for their level of education. No new teacher will be hired on a step greater than an existing teacher with the same experience.

(2) Professional employees will receive full previous experience credit for years worked as a professional in a public school and three quarters credit for years worked as a professional in a private school. Other work experience shall be considered on a case-by-case basis and shall be determined by the superintendent and reported to the association.

(3) If the district posts an opening and offers the position to at least two candidates who refuse the offer due to an insufficient compensation package, the district may offer a candidate up to three extra steps on the salary schedule without association consent. The district shall inform the association if it exercises the rights in this subsection (3).

(I) New Hourly Employees

(1) New hourly wage employees will be placed on a wage track that is appropriate for the position for which they have been hired. New hourly wage employees will also be placed on a step that is one level beyond the number of years of related experience he/she brings to the District.

(2) Paraprofessional employees will receive full previous experience credit for years worked as a paraprofessional or professional in a public school, three quarters credit for years worked as a paraprofessional or professional in a private school, and one half credit for years worked in a child care facility. Other work experience shall be considered on a case-by-case basis and shall be determined by the superintendent and reported to the association.

(3) If the district posts an opening and offers the position to at least two candidates who refuse the offer due to an insufficient compensation package, the district may offer a candidate up to three extra steps on the salary schedule without association consent. The district shall inform the

association if it exercises the rights in this subsection (3).

(J) Employees who have worked for the District for 15 or more years shall receive an annual longevity supplement according to the following schedule:

15 to 19 years of employment	$1,300
20 to 24 years of employment	$1,650
25 or more years of employment	$2,200

Longevity salary supplements will be paid in the first pay period in October in a separate paycheck.

(K) Employees who are called in during their off duty time, will be paid a minimum of 2 hours call in time.

(L) Non-salaried Custodians required to work the second shift shall receive an additional fifteen cents ($0.15) per hour over and above their current hourly rate.

(M) Bus drivers shall receive a $10 per day "on call" compensation if called in to transport outside of their usual working hours. The bus driver will be available and accessible in order to receive this benefit. i.e.: emergencies, unexpected early releases, and evacuations.

(N) The Madison School Board agrees to pay severance payment upon death of an employee. Severance pay of $1,000.00 shall be made to the employee's spouse or designated beneficiary.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

(A) If any provisions of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

(B) This agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties.

(C) The District shall provide the Association with a copy of any proposed change in board policy that relates to terms or conditions of employment of bargaining members. Such notice shall be provided at least 14 (fourteen) calendar days prior to the change being approved by the school board. All terms and conditions of employment shall be maintained at no less than the highest State of New Hampshire standards in effect at the time this agreement is signed.

(D) Whenever any official notice is required to be given by either of the parties to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, registered, or certified mail.

(E) Copies of this Agreement between the Madison School District and the Madison Employees' Association, NEA-New Hampshire, shall be printed by the Board with cost to be shared equally by the Board and the Association. All Association members shall receive a copy of this Agreement; non-Association members may purchase a copy.

ARTICLE XXIII
RETIREMENT

(A) Any employee who meets the State's requirement for the New Hampshire Retirement System and retires under that system and who has at least 5 years experience with the Madison School District shall receive a one-time payment of $6,250 provided that the District is given notice by November 1st of the budget year preceding the requested June retirement date. This notice requirement may be waived by Board action.

This payment will not be made to employees who resign from the District.

(B) Full-time support staff who have at least 15 years experience with the Madison School District shall receive a one-time payment of $2,250.00 provided that the District is given notice by November 1st of the budget year preceding the requested June retirement date. This notice requirement may be waived by Board action.

(C) Any full-time teacher who has taught a minimum of twenty (20) years, of which at least (15) have been within the Madison School District, may submit a request for early retirement to the Board. This request for early retirement shall be dated and signed by the teacher submitting it, shall be

submitted by February 1 of the teacher's final year of employment (e.g. February 1, 2010 for retirement beginning in July 2010). The Board shall act upon the request no later than March 1 of the year submitted.

All requests for early retirement will be placed on a list in order of seniority in the district. The Board shall approve the first one (1) on the list and may approve others in order of seniority.

If approved, the District shall pay teachers granted early retirement on the following schedule:
Teachers ages 55-58, 25% of the teacher's last salary annually for a five-year period.
Teachers ages 59-63, 20% of the teacher's last salary annually for a five-year period.
For the purposes of this Early Retirement benefit, the salary used for the base calculation will be capped at $50,000.
(D) Retirees may, at their own expense, continue as members of the District's health insurance group if allowed by the insurance provider.

ARTICLE XXIV
DURATION OF AGREEMENT

(A) This Agreement shall become effective as of July 1, 2009 and shall continue in effect until June 30, 2013. This is subject to the Association's right to negotiate a successor Agreement, as set forth in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the dates indicated. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

(B) The Board and the Association agree to begin negotiations of a successor Agreement no later than June 30, 2012.

(C) In witness whereof the parties hereto have caused this Agreement to be signed by their respective President and/or Chairperson attested by their respective secretary and/or clerk all on the day and year written below.

MADISON EMPLOYEES' ASSOCIATION

By /s/ _____
President, MEA

5/11/10
Date

_____
Witness

MADISON SCHOOL BOARD

By /s/ _____
Chairperson, Madison School Board

5/12/10
Date

_____
Witness