

**MASTER AGREEMENT**  
**BY AND BETWEEN THE**  
**MERRIMACK SCHOOL BOARD**  
**AND THE**  
**MERRIMACK TEACHERS ASSOCIATION**  
**JULY 1, 2011 – JUNE 30, 2013**

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AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Merrimack School Board, hereinafter called the "Board," and the Merrimack Teachers Association affiliated with the NEA-New Hampshire and the National Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Merrimack Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and,

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

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

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; and,

WHEREAS, the parties specifically agree that this Agreement page and Witnesseth provision shall not be subject to the grievance and arbitration procedures hereinafter set forth;

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

## ARTICLE I

### RECOGNITION

- 1.1 The Board recognizes the Association as exclusive representative for collective bargaining purposes concerning the terms and conditions of employment for all full time and part time contracted classroom teacher personnel based upon a Public Employee Labor Relations Board (PELRB) decision 93-02, January 18, 1993, and under the provisions of RSA 273-A.

The bargaining unit shall include librarians, guidance counselors and "teaching specialists," which shall include learning disabilities specialists, occupational therapists, speech therapists, reading specialists, and nurses, but excluding all other employees.

- 1.2 Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees, represented by the Association in the negotiating unit as above defined.
- 1.3 Unless otherwise indicated, the term "administrator," when used hereinafter in this Agreement, shall refer to those professional employees who serve in an administrative and/or supervisory capacity full-time or more than half-time.
- 1.4 Part-time employees for purposes of leaves, salaries, health, and dental benefits shall receive such benefits on a pro-rata basis and for purpose of retirement shall receive benefits in accordance with the eligibility requirements of the New Hampshire Retirement System. However, part-time employees must meet the eligibility requirements found in Section 12.4 regarding Long Term Disability.

## ARTICLE II

### MANAGEMENT CLAUSE

The Association agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that may hereafter be made, all of the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Merrimack School District and its employees in all its phases and details shall be retained by the Board and its agents and the exercise of any such right as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement.

The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, directions and authority which by law are vested in them.

ARTICLE III

PROFESSIONAL IMPROVEMENT

3.1 The Board agrees to appropriate:

One Hundred Ninety-two Thousand Dollars (\$192,000) in 2011-2012  
One Hundred Ninety-six Thousand Dollars (\$196,000) in 2012-2013

for professional development activities which are approved by the Merrimack School District Professional Development Committee.

This amount of money is to be divided in the following manner:

- A. Up to Forty-nine Thousand Dollars (\$49,000) in 2011-2012  
Up to Fifty-one Thousand Dollars (\$51,000) in 2012-2013

for general professional development activities, such as district workshops, seminars and other activities. This portion shall be used to reimburse teachers only after expenses for these general professional development activities have been met.

- B. Up to Seventy-three Thousand Dollars (\$73,000) in 2011-2012  
Up to Seventy-five Thousand Dollars (\$75,000) in 2012-2013

will be provided for individual certified teachers for professional growth activities after approval by the Professional Development Committee.

- C. Up to Seventy Thousand Dollars (\$70,000) each year for 2011-2012 contractual period will be provided for individual certified teachers for professional growth to be applied to graduate studies after approval by the Professional Development Committee. This amount of money in item 3.1 (C) is restricted to individual teacher reimbursement.

3.2 The Board agrees to appropriate:

Up to Twelve Thousand Dollars (\$12,000) in 2011-2012  
Up to Twelve Thousand Dollars (\$12,000) in 2012-2013

For individual certified teachers to receive training to meet the needs of the District as determined by the Superintendent or his/her designee.

Reimbursement shall be made according to the procedures established by the Merrimack School District Professional Development Committee.

## ARTICLE IV

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or before September fifteenth (15th) of the prior year in which this Agreement expires, and subject to compliance with Article XX, the Association may, in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit, no later than October first (1st) at a meeting with the Board, its proposals. The parties shall, no later than October fifteenth (15th), meet, confer and negotiate in a good faith effort to reach a mutual understanding and agreement.
- 4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3 The Board agrees to supply the Association with such non-confidential information as is in the Board's possession and is requested by the Association.
- 4.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 4.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.
- 4.7 The fact finder will, within five (5) days after his/her appointment, meet with the parties or their representative, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he/she deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the fact finder, upon his/her request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him/her. The fact finder may make his/her report public pursuant to the provisions of RSA 273-A:12(I).

- 4.8 The cost for the services of the mediator and/or fact finder including per diem expenses, if any, will be shared equally by the Board and the Association.
- 4.9 Determinations and/or recommendations under the provisions of Sections 4.6 and 4.7 of this Article IV will not be binding upon the parties.
- 4.10 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view, and make proposals and counterproposals.
- 4.11 A copy of any agreement reached hereunder will be filed with the PELRB within fourteen (14) days of its execution.
- 4.12 If the monies to fund the economic provisions are not appropriated as provided in this Article IV, Section 4.4, and/or if either party rejects recommendations as set forth in this Article IV, Section 4.9, then the parties shall do the following:
- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of this Agreement; and,
  - B. If either negotiating team rejects the neutral party's recommendations, his/her findings and recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which will vote to accept or reject so much of his/her recommendation as is otherwise permitted by law.
  - C. If either the full membership of the employee organization or the Board of the public employer rejects the neutral party's recommendations, the economic impact of his/her findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of his/her recommendations as otherwise is permitted by law, but only with respect to economic matters submitted to it under this Article.
  - D. If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board of the public employer if the mediator so chooses.
- 4.13 The parties may, by mutual agreement, pass over mediation and go directly to fact finding.

## ARTICLE V

### ASSOCIATION RIGHTS

- 5.1 The Association will have the right to use school buildings at reasonable times for meetings. Request for the use of buildings will be made in writing to the principal in advance. The Association shall, however, pay any additional cost incurred by the Board in granting this use.
- 5.2 The Association will be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3 The Association will, upon request, be given a place on the agenda of the Orientation Program for new teachers, as well as a place on the agenda at the general meeting for all teachers on the first day of school.
- 5.4 The Association will have the right to post notices on its activities and matters of teacher concern on teacher bulletin boards located in teachers' rooms only and shall have the right to place material (subject to review by the principal) in teacher mailboxes and via the District's e-mail distribution list. The Association agrees to hold the Merrimack School District, Board and all its agents harmless from any and all claims which may result from the posting and/or placement of any such material.
- 5.5
  - A. The Dues Deduction Authorization Form set forth herein as Appendix C shall be available in the Central Office and may be picked up by the Association at reasonable times during office hours.
  - B. Teachers who are employed on or before September 1<sup>st</sup> of any school year and who return the Dues Deduction Authorization Form properly executed on or before September 1<sup>st</sup> of that school year shall be entitled to dues deductions beginning in September. If a properly executed dues deduction form is returned after September 1<sup>st</sup> and before November 1<sup>st</sup>, then dues deductions will commence in November. Teachers hired after October 1<sup>st</sup> of any school year shall be entitled to dues deductions provided that a properly executed dues deduction form is given to the Central Office within thirty (30) school days of employment. All dues deductions shall be made in twenty (20) equal installments over twenty (20) consecutive pay periods. If there are fewer than 20 pay periods remaining in the school year, the Merrimack School District will equally disburse the designated amount to the Treasurer of the Association over the remaining pay periods. Should there be a dispute between a teacher and the Association and/or the Board relating to any dues deduction, the Association agrees to defend, indemnify and hold the Merrimack School District and the Board and its agents and employees harmless in any such dispute.
  - C. Such deductions shall be transmitted to the Association Treasurer each payroll period. The Board shall be held harmless from any and all claims in connection with the transmittal of dues.
  - D. By May 1<sup>st</sup>, each year, the Association shall notify the Central Office of the rates for dues, if determined. In the event the dues rates have not been established by May 1, the Association shall make notification as soon as possible, after the dues rates have been set.

- 5.6 The Association may, with permission from the building principal, use school equipment normally used by teachers, for Association activities. However, expendable material will be at the expense of the Association.
- 5.7 Rights granted to the Association under this Article V shall not, in the judgment of the Board or the Administration, be disruptive or injurious to the Merrimack education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board or the Administration shall not be arbitrary nor capricious.
- 5.8 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 5.9 During the term of this Agreement, up to seven (7) Association Delegates shall be allowed a paid professional day to attend the annual NEA-NH, NEA Assembly of Delegates. The Association will make an effort to insure that the number of Delegates attending from each school are pro-rated fairly among the schools in Merrimack.
- 5.10 The President of the Association or the President's designee shall be granted a total of four (4) days of paid leave per year for the purpose of conducting Association business.

## ARTICLE VI

### EVALUATION AND PERSONNEL FILES

- 6.1 The parties recognize and agree that teacher evaluations are the sole responsibility of the Board and Administration and that the purpose of evaluations is to attempt to improve instruction through open observation of the teacher's work.
- 6.2 Each new teacher to the Merrimack school system shall be made aware of the School District's evaluation plan either at the School District's orientation day, or within thirty (30) days of employment, including criteria, goals, and objectives of any such plan (including new plans) and the Association shall have the right to contribute input. Such input should be submitted in writing to the Superintendent and consideration will be given to any such input.
- 6.3 A teacher shall be given a copy of any formal evaluation observation within ten (10) school days of its occurrence and shall be entitled to file a written response on the form within five (5) school days of receipt of any such evaluation by the teacher. The teacher shall sign the evaluation to indicate only that he/she has seen same and received a copy. If requested, the evaluator shall hold a discussion with the affected teacher within a reasonable time of any such request. The request must be in writing. Further, any input resulting from informal observation shall be shared with the teacher as deemed appropriate by the evaluator.
- 6.4 All monitoring, observation, or evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 6.5 No material relating to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she had an opportunity to review such material by affixing his/her 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 will also have the right to submit a written answer which shall be attached to such file material. There shall be no obligation on the part of the Administration or Board to respond to the teacher's comments and if no response is made, it shall not be deemed or construed to be an acceptance of or an agreement with the teacher's comments. This Section shall not apply to material of a confidential nature, that is, employment reference, et cetera, secured in employing any teacher.
- 6.6 A teacher will have the right, upon request, to review and make copies of non-confidential contents of that teacher's personnel file, at reasonable times, provided that the Board shall be held harmless from any and all claims in connection with the permission granted to any such teacher under the provisions of this Section. Except in an emergency situation where time is of the essence, a teacher wishing to utilize the provisions of this Section shall notify the Superintendent in writing at least twenty-four (24) hours in advance. A record will be kept in the files on material removed from that file.

- 6.7 It is the intent of the parties that every reasonable effort shall be made for each teacher to be evaluated by his or her immediate supervisor at least once during each school year, and to the extent possible for a duration of at least thirty (30) minutes. This shall not prevent other appropriate administrators from evaluating teacher performance as necessary.
- 6.8 A. Teachers, excluding nurses, who are without continuing contract may not grieve the provisions of Article VI, nor shall this Article be applicable to the non-renewal of any such teacher.
- B. Nurses hired after July 1, 1993 and who have worked for the district for two (2) full years or less are considered probationary and may not grieve the provisions of Article VI, nor shall this Article be applicable to the non-renewal of any such nurse.
- 6.9 If, in the opinion of the administration, a deficiency exists in a teacher's performance which could lead to remediation and non-renewal of the teacher, the administration will so inform the teacher in writing, stating the specific deficiencies and specific suggestions for improvement. The teacher shall be provided a minimum of six months within a school year(s) to correct said deficiencies. The six month period shall commence at the first meeting between the teacher and the remediation team at which time the remediation plan is initiated. Included on the remediation team shall be a teacher mutually agreed upon by the administration and the affected teacher.

## ARTICLE VII

### TEACHER EMPLOYMENT

- 7.1 The Board agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment and registered nurses for every nursing assignment, except, this provision shall not apply in the instance where, in the determination of the Superintendent, availability of personnel is critical and an appropriate waiver, if required, is granted.
- 7.2 For teachers, and for purposes of this agreement, the period of service shall not be more than one hundred eighty-seven (187) days, between the Monday before Labor Day of one year and June thirtieth (30th) of the next year, as set forth in an individual contract (see Appendix C-1 attached hereto) between the Board and each teacher, to be allocated as follows:  
Teaching Days: 180 days.  
In-Service Days: 7 in-service days in school years, with one day reserved for building meetings and one full day for classroom preparation prior to the beginning of school for students.
- 7.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student and that this responsibility carries beyond the normal school day.
- 7.4 A. Teachers are expected to put in whatever time is necessary to carry out their professional duties including (but not limited to) faculty meetings, conferences with administration, as required. Such meetings shall be of reasonable duration. The Association will cooperate with and provide input to the principal and superintendent in planning in-service programs.
- B. For the term of this agreement, it is understood that high school teachers will not be assigned parking lot duties. Further, no more than fifteen high school teachers shall be assigned each day to morning hall duty (before 1st period). Elementary teachers shall not be assigned lunchroom duty. In the event of an emergency, when all other avenues (administrators, substitute monitors) are exhausted, a teacher from the back-up roster will cover in lieu of another duty for which that teacher is responsible or assigned. When required, the teacher covering for an absent lunchroom monitor will be notified as soon as possible. This article (7.4.B) does not apply to nurses.
- C. It is the intent of the Board that duty will be assigned to teachers covered under this agreement in a substantially equitable manner in each building. Teachers who are assigned to an individual building less than half-time will be excluded from the substantially equitable requirement. Further, the term "substantially equitable" only applies to the teachers in an individual building and does not provide for comparisons between buildings. It is not the intent of the Board to increase the amount of time spent on non-instructional duties for teachers, unless it becomes necessary to do so in order to maintain student safety. This article (7.4.C) does not apply to nurses.
- D. Nurses will not be assigned duties.
- 7.5 The Board agrees that each teacher will have a minimum of a thirty (30) minute duty-free lunch period.
- 7.6 Except in unusual circumstances, teachers will be notified of their teaching assignment on or before the last day of the academic school year for the ensuing year.

- 7.7 Reduction in Force and Recall shall be according to Article XV.
- 7.8 A teacher may refuse to accept an assignment different from that which was the basis for his/her acceptance. Such refusal shall constitute termination of services without prejudice.
- 7.9 The Board shall notify teachers of their contract and salary status by April 15<sup>th</sup>, unless extended by mutual agreement.
- 7.10 Professional staff who have satisfactorily completed approved graduate-level courses related to their current professional assignment and who wish to use such additional credits for the purpose of changing salary tracks at the beginning of the school year must notify the superintendent in writing not later than August 31st. Professional staff may change to a new salary track at the beginning of the second semester, provided notice of intent to change to the new track was given to the superintendent during September of that school year. Only graduate credits documented in official transcripts will be counted for the purpose of movement from one salary track to another. To change from the Masters level to the Masters + 15 salary schedule, only graduate credits documented after the Masters Degree is conferred will count towards the 15 additional graduate credits.

Time requirements specified in this Section 7.10 may be extended by mutual agreement.

- 7.11 On or before January fifteenth (15<sup>th</sup>) of each year, the Association shall present to the Board either orally and/or in writing suggestions for the ensuing school year calendar. The Association will also be given an opportunity to provide input in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the Grievance Procedures of this Agreement.
- 7.12 Extra-curricular activity and summer school assignment are voluntary and are not considered part of a teacher's normal duties and/or responsibilities, and shall not constitute a condition of employment under the terms and conditions of this Agreement.
- 7.13 A teacher who has been employed by the Merrimack School District for ninety-one (91) or more teaching days in a given school year will receive credit for one year's experience. Authorized periods of absence shall not interrupt consecutive work days.
- 7.14 Teachers who are required to travel as part of their contracted services shall be reimbursed for incurred travel expenses at the Internal Revenue Service rate.
- 7.15 Board acknowledges its responsibility to provide a safe environment for students and staff. The Association acknowledges the need for a safe environment for students and staff. It is the responsibility of teachers to report in writing any known unsafe or hazardous conditions to the administration. The District agrees it must act in a timely fashion to correct any unsafe or hazardous conditions.
- 7.16 The Board shall attempt to populate classrooms so as not to exceed student:teacher ratios as recommended by the New Hampshire Department of Education.

## ARTICLE VIII

### RATES OF PAY

- 8.1 The Compensation Plan and its application are set forth in Article XIV attached hereto. Employees who are contracted (employed) after the beginning of any school year, shall receive a salary pro-rated at one-one hundred eighty-seventh (1/187<sup>th</sup>) [one-one hundred eighty-seventh (1/187<sup>th</sup>) for nurses] of their appropriate salary for their number of designated days of employment as provided in Article VII of this Agreement.
- 8.2 Teachers covered by this agreement shall receive any salary to which they may be entitled spread over equal pay periods, normally twenty-one (21), between the first (1st) day of any such teacher's contract and June thirtieth (30<sup>th</sup>), or he/she may request in writing that he/she be paid on the current schedule which provides for a lump-sum summer check. Teachers shall notify the Superintendent in writing of their desire for the lump-sum method of pay no later than the first work day of any such teacher's contract.
- 8.3 Upon voluntary termination of employment in the Merrimack School District, a teacher covered by this agreement who has served at least fifteen (15) years in the District and who is eligible for benefits under the New Hampshire Retirement System shall receive a severance benefit equal to twenty percent (20%) of his/her current per diem pay for each day of unused accumulated sick leave. The School District payment to any individual teacher with less than twenty (20) years in the District will be capped at \$5,750.00.
- 8.4 Nurses employed after June 30, 1997 shall be placed on the salary schedule using the same criteria for years experience as those applied to teachers. (See Article XIV)
- 8.5 For the duration of this contract period, the parties agree to continue the Performance Based Pay Plan that will provide additional compensation to reward professional staff who foster excellence, above and beyond their job descriptions, by contributing to activities aligned with the district's mission, core values, goals and/or Logic Model, and connect to student development and/or learning.

These awards will be completely voluntary and non-competitive; appropriated funds will be equal to the number of employees times One Thousand Dollars (\$1,000.00). The initial award will be Five Hundred Dollars (\$500.00) for documented participation in twenty (20) hours of effort in district initiatives or One Thousand Dollars (\$1,000.00) for documented participation in forty (40) or more hours of effort in district initiatives.

On or before May 15<sup>th</sup>, the Performance Based Pay Committee shall encumber the total dollar amount needed to provide an initial award as described above to those eligible for Performance Based Pay. The funds that remain (the "unencumbered balance") shall then be allocated in the following manner.

Fifty percent (50%) of the unencumbered balance to the Professional Improvement Account to be available for use by and in accordance with the Professional Development Committee Master Plan, and fifty percent (50%) of the unencumbered balance to the Performance Based Pay Plan to be used to supplement the initial award up to an additional Five Hundred Dollars (\$500.00) for documented participation in twenty (20) hours of effort in district initiatives, or up to an additional One Thousand Dollars (\$1,000.00) for documented participation in forty (40) or more hours of effort in district initiatives.

All monies not expended by the end of the school year will be returned to the general fund.

The Performance Based Pay Committee will consider applications that demonstrate commitment and effort outside the regular school day to uphold the district's mission, core values, goals and/or Logic Model. The administration, with input from educators, will develop a list of opportunities for Performance Based Pay applications by June 30<sup>th</sup>.

ARTICLE IX

RETIREMENT INCENTIVES

9.1 Eligible employees shall be full time professional personnel as listed in Article I. (Refer to Article VII, 7.13 for 91 or more teaching days in a given school year being credited for one (1) year's experience as a definition of full-time professional personnel.)

(See #9.8, this article proposal for additional criteria of eligibility.)

9.2 The employee must have completed fifteen (15) in-district years of employment.

9.3 Eligible employees must be at least fifty-five (55) years of age on or before August 30<sup>th</sup> of the calendar year in which retirement occurs.

9.4 Retirement incentive benefits shall be according to the following schedule:

Total Teaching Experience Accrued by June 30 <sup>th</sup> of the School Year of Retirement	Percentage of Final Year's Salary
30	50%
29	47%
28	44%
27	41%
26	38%
25	35%
24	32%
23	29%
22	26%
21	23%
15-20 years	20%

9.5 Only full-time experience, (see #9.1), shall be credited for retirement incentive.

9.6 The School District is required to honor a minimum of ten (10) applications for retirement incentive per school year if they receive ten (10) or more applications.

9.7 Application for retirement incentive is to be received by the superintendent's office on or before the fifteenth (15<sup>th</sup>) of November of the school year of retirement.

- 9.8 Should more than the minimum number of ten (10) eligible employees apply for retirement incentive, the following criteria will be used:
- a. First preference will be given to the applicants who have accumulated the most points based on a calculation of age plus years as a contracted teacher plus length of service in district exceeding twenty five (25) years.
  - b. Should two applicants have the same point value, the determining the criteria shall be date of birth with the oldest applicant having first preference.
  - c. Should two applicants have the same point value and date of birth, the determining criteria will be the higher salary.
- 9.9 All applicants who are granted approval for retirement incentive will be notified by April fifteenth (15<sup>th</sup>) of their school year of retirement and will submit, within ten (10) days of receipt of approval notification, a letter to the superintendent indicating their resignation from their position at the completion of that school year.
- 9.10 The amount granted shall be a single sum payment on or before July fifteenth (15<sup>th</sup>) of the calendar year in which retirement occurs.
- 9.11 Employees who are granted the retirement incentive plan shall be treated the same as other retirees, consistent with past practice, as regards to medical and dental insurances.
- 9.12 In cases of extenuating circumstances (family hardship, sudden illness, etc.) additional retirement incentive applications may be tendered after the November fifteenth (15<sup>th</sup>) deadline and shall be considered at the sole discretion of the Board.

## ARTICLE X

### GRIEVANCE PROCEDURE

#### 10.1 Definition

A "grievance" is a claim based upon an event or condition of employment of a teacher or group of teachers based upon the interpretation or application of any of the provisions of this Agreement. An "aggrieved teacher" is the person or persons making the claim. All time limits in this Article IX shall mean school days, except under Section 9.8 of this Article.

#### 10.2 Purpose

The parties acknowledge that it is most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix D attached hereto) and referred to the following formal grievance procedure.

#### 10.3 Formal Procedure

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

**Level A** Within three (3) days of receipt of a formal grievance, the building principal, if at grades K through 8, or the department head, if at grades 9 through 12, shall meet with the aggrieved teacher. Within two (2) days following any such meeting, the principal or the department head shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of an answer given at this level.

**Level B** Within five (5) days of a grievance being referred at this level, the superintendent, if at grades K through 8, or the principal, if at grades 9 through 12, will meet with the participants of Level A and examine the facts of the grievance.

The principal or superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level, the grievance may, in the instance of grades K through 8, be referred to Level D. In the instance of grades 9 through 12, the grievance may be referred to Level C.

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

Level D If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. The parties shall then apply to the American Arbitration Association, or, if mutually agreed upon, the New Hampshire Public Employees Labor Relations Board, to name an arbitrator under their rules and procedures. No new grounds or evidence shall be presented in arbitration that has not been made known to the Board or Association prior to the arbitration hearing.

The arbitrator shall use his/her best efforts to arbitrate the grievance, including issues of procedural and substantive arbitrability, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add or subtract from, alter, or modify any of the said provisions. The arbitrator shall not hold hearings for more than one grievance unless mutually agreed to by both parties. That is, multiple grievances before the same arbitrator will not be allowed; however, the same arbitrator may hear a grievance filed by a group of teachers alleging the identical contract violation. The arbitrator shall thereafter submit a decision to both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire Courts under the provisions of Revised Statutes Annotated, Chapter 542, as amended. It is hereby specifically agreed by the Board and the Association that this Agreement and Grievance Procedures Article are subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 542, as amended.

- 10.4 Time periods specified in this procedure may be extended by mutual agreement.
- 10.5 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 10.6 Grievance(s) of a general nature may be submitted to Level B.
- 10.7 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- 10.8 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- 10.9 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level, except at the Board level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 10.10 A grievance, in order to be considered under this Article, must be filed within thirty (30) days of its occurrence or reoccurrence.

- 10.11 Subject to the provisions of RSA 273-A:11, I(a), an employee shall be given the right, upon notice to the appropriate supervisor, to have an association representative present with respect to a grievance.
- 10.12 Under the terms of this Agreement, an employee shall not be disciplined except for just cause. Just cause for purposes of this Agreement shall mean that the evidence supports the disciplinary action. Discipline shall include a written reprimand and/or suspension and/or dismissal. An evaluation shall not be considered or construed as a written reprimand and any such evaluation shall not be grievable under the provisions of this Master Agreement. Non-renewal of teachers, excluding nurses, under the appropriate RSA's shall not be subject to the Grievance and Arbitration provisions of this Agreement. Non-renewal of probationary nurses (see Article 6.8.B) shall not be subject to the Grievance and Arbitration provisions of this Agreement. Non-renewal of non-probationary nurses shall be subject to the Grievance and Arbitration provisions of this Agreement.

## ARTICLE XI

### LEAVES OF ABSENCE

- 11.1 It is agreed that the use of leave days will be confined to the legitimate purposes provided in the following schedule. Any teacher found to have violated these restrictions shall be subject to appropriate disciplinary action.
- 11.2 Sick leave shall be available for a disabling physical or mental condition of the teacher, excluding work-connected disability covered by New Hampshire Workmen's Compensation Laws. Mental condition, under this Section, shall mean as determined by Blue Cross/Blue Shield benefits. In addition, up to five (5) days of the current year's allotment may be used to attend to a sick member of the immediate family (child/spouse/parent). If the family member resides outside the household of the teacher, the District may request medical verification for such family illness leave. A teacher who is aware of the need for an extended upcoming disability or sick leave, and who elects not to utilize leave under the *Family and Medical Leave Act of 1993*, shall notify the Superintendent of Schools in writing sixty (60) days prior to the start date of the disability leave if possible.
- 11.3 Teachers will begin the Contract year with a credit of fifteen (15) days sick leave pay at their applicable salary rate regardless of the number of sick days accrued to that point. The Board agrees to permit accumulation of sick leave up to a maximum of one hundred thirty-five (135) days for teachers employed by the Merrimack School District prior to July 1, 1992. The Board agrees to permit accumulation of sick leave up to a maximum of ninety (90) days for teachers hired after June 30, 1992. The immediate supervisor and/or superintendent may request medical evidence from the Board's physician whenever he/she feels it is necessary. Upon written request to the superintendent's office, an employee shall be entitled to receive a written statement of his/her then current accumulated sick leave.
- 11.4 A. The School District will comply with the provisions of the *Family and Medical Leave Act of 1993*.
- B. The Superintendent of Schools will grant unpaid family care leave without benefits to any teacher on continuing contract for up to two (2) years for the following purposes:
- the adoption of a child by an employee
  - the care of an employee's newborn child
  - the care of an employee's ill child or spouse
  - the care of an employee's ill parent

Subject to the following conditions:

Except in emergency situations, a teacher must submit a written request sixty (60) days prior to the start date. The request must include sufficient medical or other evidence establishing the need for such leave. A teacher may return only at the beginning of the school year, on or before the two (2) year maximum expires. A teacher must notify the Board through registered mail of his/her intent on or before June 1<sup>st</sup> prior to the beginning of the school year in which he/she desires to return. An extension of the June 1<sup>st</sup> notification date may be granted by the Superintendent of Schools.

Leave time under this section shall not be counted as years of service to the district.

An employee who has received family care leave in the District must return to work for one full year counted as service to the District before this benefit may again be enacted. Exceptions for hardship may be granted through provisions of Article XI, Section 11.11.

A teacher is not eligible for any other leave under this article while on an approved family care leave.

Hospital-medical and/or dental insurance shall be available to teachers under this Section (11.4) at the teacher's cost subject to the terms and conditions of the insurance carrier. The teacher's cost shall be the same as allowed under COBRA.

- 11.5 The Board will grant up to three (3) paid personal leave days to teachers as follows: conducting important affairs which cannot be accomplished at any other time; attending to sick relatives; and important Holy Days. Leave under this Section 11.5 shall be with the permission of the superintendent or his/her designee (who shall not act in an arbitrary or capricious fashion) and excludes such things as social affairs, pleasure trips and recreation. To be eligible for paid leave under this section, a district Request for Personal Leave form must be completed and be presented to the respective building principal at least twenty-four (24) hours prior to any such personal leave. Personal leave will not be granted in circumstances involving the day immediately prior to or the day immediately following any holiday/vacation unless extenuating circumstances exist and are approved by building principal, the superintendent or his/her designee.
- 11.6 The Board will grant up to five (5) paid leave days for a bereavement caused by the death of a teacher's spouse and a teacher's or teacher's spouse's parent or child. The Board will grant up to three (3) paid leave days for a bereavement caused by the death of a teacher's or teacher's spouse's sister, brother, grandchild or grandparent. One (1) paid leave day will be granted to attend the funeral of a close acquaintance, provided approval has been obtained from the Superintendent of Schools. In the event of extenuating circumstances, teachers are eligible for two (2) additional days.
- 11.7 Military leave of absence shall be granted by the Board in accordance with existing State and Federal Statutes.
- 11.8 An employee called as a juror, or subpoenaed as a witness, as long as it does not involve an action brought by the subpoenaed teacher or the Association against the School Board or School District, will be paid according to either A or B or C below:
  - A. His/her regular earnings for the period of jury service. The teacher will turn over to the District any fee received for such jury service.
  - B. His/her regular earnings for the period of jury service, minus the amount of the fee received for such jury service. The teacher will keep the fee paid for such service. A receipt or other such evidence indicating the amount paid to the teacher must be submitted to the superintendent's office.
  - C. His/her regular earnings for the period of jury service, minus the amount of the fee offered for jury service, if the teacher chooses to waive receipt of the fee. Evidence of the amount offered to the teacher must be submitted to the Superintendent's office.

- 11.9 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service, based on the employee's regular daily rate.
- 11.10 Leaves for any and all other reasons, paid or not paid, shall be granted at the discretion of the Board.
- 11.11 The Board agrees to maintain a Sick Leave Bank (hereafter referred to as the bank) for serious illness or disability. Any sick days remaining in the bank at the end of the one school year shall be carried over to the following school year. New employees shall be required to donate one day, regardless of the number of days currently in the bank. In the event that the bank reaches the level of thirty (30) days or below in any school year, then every teacher shall be required to donate one (1) day from the fifteen (15) days set forth in Section 11.3. Teachers will be notified within two pay periods after the day has been donated. In the event that a teacher does not have a sick day to donate, they will be required to contribute a day on the first day of the following school year. To become eligible to request extended benefits from the bank, a teacher must: have donated a day to the bank; have exhausted all accrued sick leave under Section 11.3 of Article XI; continue to be seriously ill or disabled five (5) work days beyond the exhaustion of sick leave; complete a district Sick Bank Request Application; and gain the approval of the Sick Leave Bank Committee. Any teacher who continues to be seriously ill or disabled beyond the five (5) day work period, and is found eligible for payment under this section, will be paid from the first day of serious illness or disability. The five (5) day delay before bank eligibility shall not apply to those teachers who begin the school year with forty (40) or more accrued days of sick leave. A teacher may draw up to sixty (60) days from the bank in any one (1) year. However, the sixty (60) day allocation will be limited by the long term disability insurance policy. After a total of ninety (90) days of disability, a disabled teacher who is using the bank will be required to receive benefits under the terms and conditions of the long term disability insurance policy. The bank shall be administered by the Sick Leave Bank Committee which shall consist of a teacher appointed by the MTA Executive Board, a teacher mutually agreed upon by the parties, and a person who is the designee of the Superintendent. Twice a year, upon request, the Association will be notified of the status of the bank.
- 11.12 Sabbatical Leave - Upon recommendation by the Superintendent of Schools, a sabbatical leave may be granted to one member of the teaching staff by the Board for teaching related work approved by the superintendent or full-time study in the United States at any regionally accredited graduate school or at a foreign school approved by the superintendent, including study in another area of specialization. The Board agrees to fund at least one (1) sabbatical each year, subject to the following conditions:
1. The teacher has completed at least seven (7) consecutive full school years of service in the Merrimack School System.
  2. All sabbatical leaves shall be for a full Merrimack school year (i.e., July 1<sup>st</sup> through June 30<sup>th</sup>), and teachers will be paid by the Board at fifty percent (50%) of the salary rate which they were receiving during the school year immediately prior to the commencement of the leave. Upon return from such leave, teachers will be paid at the next salary step above that step which they were on immediately prior to the commencement of the leave.
  3. Request for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the superintendent, no later than the fifteenth (15<sup>th</sup>) of December of the year preceding the school year for which the sabbatical leave is requested.

The superintendent shall inform each applicant in writing of the action to be recommended on the request for sabbatical leave no later than January thirtieth (30<sup>th</sup>) of the school year preceding the school year for which the sabbatical is requested. The Board shall notify the teacher of its intent relative to the request for sabbatical leave by March 31<sup>st</sup>.

4. Each teacher must agree to return to service in the Merrimack Public Schools immediately upon termination of sabbatical leave and to continue in such service for a period of three (3) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed statement in the format of a promissory note shall stipulate that failure of the teacher to provide such service shall result in the obligation to reimburse the Merrimack School District a proportional part of the salary paid to him/her during sabbatical leave determined by the fraction of the three (3) years not served following the leave.
5. A complete and detailed outline of work and/or of study to be performed during the period of leave shall be provided in the request for leave.
6. Approval of leave shall specify the work and/or study to be performed and failure to abide by the terms and conditions of such approval shall automatically result in pro-rata adjustment or cancellation of salary, or reimbursement to the Board of all or part of salary paid to date.

11.13 Upon return from any paid or unpaid leave, teachers shall return to the same position which they held prior to the leave. If that position no longer exists, the teacher shall be given the next open position for which they are qualified and certified. Teachers shall retain previously accrued benefits including seniority and sick leave to which they are entitled. Leave time under this article shall not be counted towards the attainment of continuing contract.

Upon return from such leave, teachers will be paid as follows:

1. Teachers who worked at least ninety-one (91) days in the school year in which their leave began: They will be paid at the next salary step above that step they were on immediately prior to the commencement of the leave.
2. Teachers who worked ninety (90) days or less in the school year in which their leave began: They will be paid at the same salary step they were on immediately prior to the commencement of the leave.

## ARTICLE XII

### INSURANCE

- 12.1 The Board agrees to maintain in effect an insurance plan for all employees so long as they remain on the Merrimack School payroll. A summary of the benefits to be provided under said plan is set forth in Article XIII. The Board and/or the Association reserve the right to investigate a change in the insurance carrier(s). In the event the Board or the Association desires to change the insurance carrier(s) or the design of the current plans, the Board or Association shall notify in writing the other party to discuss the proposed change.

The Board and/or Association will lend its resources to facilitate the research of the carrier(s). A research committee will be formed in agreement by both the Association and the Board. The committee shall make a recommendation and present to both parties any proposed changes to the carrier and/or plan designs. Any changes in carrier or plan designs must be approved by both parties by March 1<sup>st</sup> of the contract year.

The Board will allocate Twenty Thousand Dollars (\$20,000.00) per year for the purpose of facilitating the research referred to the above.

- 12.2 The Board will not itself pay the insurance benefits referred to in Section 12.1 but will obtain policies or contracts from insurance companies which will administer said benefits.
- 12.3 The Board agrees to pay Seven Thousand Five Hundred Dollars (\$7,500.00) to the named beneficiary or estate of any member of the bargaining unit who dies while employed by the Merrimack School District. It is agreed by the parties that the Board shall have the sole and absolute right to make any such Seven Thousand Five Hundred Dollars (\$7,500.00) payment from either Merrimack School District monies or from any other source of the Board's choosing.
- 12.4 The Board agrees to provide a Long Term Disability Policy for all full time teachers who work thirty (30) or more hours per week during the school year effective July 1, 1991. The Long Term Disability Policy will pay sixty-six and two-thirds ( $66 \frac{2}{3}$ ) percent of basic monthly earnings to a maximum benefit of Three Thousand (\$3,000.00) per month with a ninety (90) day elimination period or until a teacher has exhausted all of his/her accumulated sick leave, whichever is greater. This benefit covers employees up to the social security normal retirement age or until actual retirement per the terms and conditions of the policy. The specifications for the Long Term Disability policy will be agreed upon by both parties.

## ARTICLE XIII

### HEALTH AND DENTAL INSURANCE

- 13.1 The Board agrees to provide hospital-medical insurance coverage. The Board shall pay a percentage of the monthly cost of service for either single person, two-person or family hospital-medical insurance plan covering School District employees, or apply the dollar equivalent thereof toward other insurance plans offered to employees by the School District.

The Board agrees to pay:

89% of the Health Maintenance Organization Plan (HMO) Option 2 in 2011-2012 & 2012-2013

- 13.2 Teachers may select single, two (2) person, or family coverage.
- 13.3 An employee must enroll as a member of one of the selections under the provisions of Section 13.2 above in order to be eligible for benefits or contributions set forth herein.
- 13.4 The difference between the Board's contribution set forth in Section 13.1 above and the actual cost to the Board to provide the coverage selected by an employee under Section 13.2 above will be payroll deducted from an appropriate payroll period(s) by the Board.
- 13.5 If a married couple is employed by the School District, then only one (1) spouse shall be eligible for the benefits provided in this Section 13.1. The non-enrolled spouse shall be eligible for a lump sum payment equal to One Thousand and Five Hundred Dollars (\$1,500.00). This payment shall take place by December 15<sup>th</sup> of that school year.
- If a married couple is employed by the School District and both employees are covered by this contract, then both employees are eligible for dental benefits as described in Section 13.7.
- 13.6 Should an employee of the School District opt out of the health insurance benefit and choose to be covered under their spouse's health insurance only, the School District shall pay said employee a lump sum equal to One Thousand and Five Hundred Dollars (\$1,500.00). Said stipend shall be paid to the employee in a lump sum payment no later than December 15<sup>th</sup>. Current employees choosing this benefit must select this option during the annual spring open enrollment period each year. Proof of insurance must be provided to the school district by August 1<sup>st</sup> of each year. Newly hired employees may select this option when hired.

13.7. The Board agrees to pay Ninety Percent (90%) of the monthly premium cost for either the single, two-person or family plan to provide Dental Option 1 with a Twenty-five Dollar (\$25.00) deductible of the so-called Delta Dental Plan for teachers covered by this Agreement with the following coverage:

Coverage A	(Diagnostic and Preventive)	—	100 percent payment
Coverage B	(Restorative, Oral Surgery)	—	80 percent payment, \$25 deductible;
	Endontics, Periodontics		\$1,000 contract year maximum
	Denture Repair, Palliative		
Coverage C	(Prosthodontics)	—	50 percent payment, \$25 deductible,
			\$1,000 contract year maximum
Coverage D	(Orthodontics)	—	50 percent payment lifetime
			maximum \$1,000 (only for those
			nineteen years of age or younger)

ARTICLE XIV

MERRIMACK SCHOOL DISTRICT

SALARY SCHEDULE

2011-2012

- \* RN 90% of BA
- \* Degreed RN 100% of Track

Years of Experience As of 9/01	Step	BA	BA+15	BA+36/MA	MA+15	MA+30/PhD
0	1	\$33,300	\$34,430	\$36,635	\$37,815	\$39,120
1	2	\$34,615	\$35,775	\$38,169	\$39,363	\$40,670
2	3	\$35,930	\$37,120	\$39,703	\$40,911	\$42,220
3	4	\$37,245	\$38,465	\$41,237	\$42,459	\$43,770
4	5	\$38,560	\$39,810	\$42,771	\$44,007	\$45,320
5	6	\$39,875	\$41,155	\$44,305	\$45,555	\$46,870
6	7	\$41,190	\$42,500	\$45,839	\$47,103	\$48,420
7	8	\$42,505	\$43,845	\$47,373	\$48,651	\$49,970
8	9	\$43,820	\$45,190	\$48,907	\$50,199	\$51,520
9	10	\$45,135	\$46,535	\$50,441	\$51,747	\$53,070
10	11	\$46,450	\$47,880	\$51,975	\$53,295	\$54,620
11	12	\$47,765	\$49,225	\$53,509	\$54,843	\$56,170
12	13	\$49,080	\$50,570	\$55,043	\$56,391	\$57,720
13	14	\$50,395	\$51,915	\$56,577	\$57,939	\$59,270
14	15	\$51,710	\$53,260	\$58,111	\$59,487	\$60,820
15	16	\$53,025	\$54,605	\$59,645	\$61,035	\$62,370
16	17	\$54,340	\$55,950	\$61,179	\$62,583	\$63,920
17	18	\$57,305	\$58,755	\$62,697	\$64,156	\$65,740
18+	19	\$60,269	\$61,559	\$64,214	\$65,729	\$67,560

ARTICLE XIV

MERRIMACK SCHOOL DISTRICT

SALARY SCHEDULE

2012-2013

- \* RN 90% of BA
- \* Degreed RN 100% of Track

Years of Experience As of 9/01	Step	BA	BA+15	BA+36/MA	MA+15	MA+30/PhD
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0	1	\$33,476	\$34,612	\$36,829	\$38,015	\$39,327
1	2	\$34,798	\$35,965	\$38,371	\$39,572	\$40,886
2	3	\$36,120	\$37,317	\$39,913	\$41,128	\$42,444
3	4	\$37,442	\$38,669	\$41,456	\$42,684	\$44,002
4	5	\$38,764	\$40,021	\$42,998	\$44,240	\$45,560
5	6	\$40,086	\$41,373	\$44,540	\$45,796	\$47,118
6	7	\$41,408	\$42,725	\$46,082	\$47,353	\$48,677
7	8	\$42,730	\$44,077	\$47,624	\$48,909	\$50,235
8	9	\$44,052	\$45,430	\$49,166	\$50,465	\$51,793
9	10	\$45,374	\$46,782	\$50,708	\$52,021	\$53,351
10	11	\$46,696	\$48,134	\$52,250	\$53,577	\$54,909
11	12	\$48,018	\$49,486	\$53,793	\$55,134	\$56,468
12	13	\$49,340	\$50,838	\$55,335	\$56,690	\$58,026
13	14	\$50,662	\$52,190	\$56,877	\$58,246	\$59,584
14	15	\$51,984	\$53,542	\$58,419	\$59,802	\$61,142
15	16	\$53,306	\$54,894	\$59,961	\$61,358	\$62,701
16	17	\$54,628	\$56,247	\$61,503	\$62,915	\$64,259
17	18	\$57,608	\$59,066	\$63,029	\$64,496	\$66,088
18	19	\$60,588	\$61,885	\$64,554	\$66,077	\$67,918
19+	20	\$60,588	\$61,885	\$65,663	\$67,186	\$69,027

## ARTICLE XV

### REDUCTION IN FORCE AND RECALL POLICY

- 15.1 If it is necessary to reduce the number of teaching staff covered by this agreement, the following procedure will be utilized:
- 15.2 As soon as a reduction in force is placed on a school board agenda for discussion, the president of the Association shall be notified in writing, specifying the nature of the proposed reduction.
- 15.3 Reductions will first be accomplished by attrition: resignations, retirements, etc.
- 15.4 If further layoffs are necessary, then teachers shall be laid off based on the following classifications:
- A. Grades K-6
  - B. Grades 7-8 (by department, within certification)
  - C. Grades 9-12 (by department, within certification)
  - D. Specialists, grades K-12 by area of specialization, for example, but not limited to, the following subject areas: art, music, physical education, library/media, and guidance.
  - E. Special education (by areas of certification)
  - F. Nurses

Within these classifications, teachers with the least seniority shall be laid off first. Seniority is defined as the total years of uninterrupted service to the Merrimack School District, within a bargaining unit position. Part-time, partial, and job share staff will accrue seniority on a pro-rated basis.

- 15.5 In the event of a reduction in force within a department, Article 15.4 (B) & (C) are intended to require that the District select for layoff the least senior teacher in the department who can be eliminated without negatively impacting the District's curriculum, instruction or educational program.

It is understood that eliminating the least senior teacher in a department may result in other teachers being reassigned, at the District's discretion, to different subject areas. If this cannot be accomplished without negatively impacting the district's curriculum, instruction or educational programs, the District may eliminate the next least senior teacher. The District shall not act arbitrarily or capriciously in determining whether its curriculum, instruction or educational programs are negatively impacted.

- 15.6 Teachers shall be recalled in reverse order of layoff for any position within the classification in which the layoff occurred.
- 1. Laid off teachers shall be eligible for recall for a fifteen (15) month period following their final date of employment.
  - 2. Teachers shall be responsible for notifying the superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested.

3. Teachers shall have five (5) business days following acknowledgement of receipt of recall notice, to respond in writing to said recall notice. Failure to accept recall shall terminate the teacher's rights under this article.
  4. No new employees shall be hired for any vacancy within a classification while there are laid off personnel from those classifications available to fill those positions.
  5. Teachers who are recalled shall retain previously accrued benefits, including seniority and sick leave.
- 15.7 When two or more teachers who are being considered for Reduction in Force were hired on the same date, seniority will be further defined by the date and time of the District's receipt of the signed conditional offers of employment. Signed conditional offers of employment will be marked with the date and time upon receipt by the office of the Superintendent of Schools.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- 16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 16.2 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, membership and/or activity in the Association.
- 16.3 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- 16.4 Any individual contract (Appendix A attached hereto) between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

## ARTICLE XVII

### NOTICE UNDER AGREEMENT

- 17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to chairperson of the school board at his/her current address and at the same time a copy will be sent to the Superintendent of Schools, 36 McElwain Street, Merrimack, NH 03054.
- 17.2 Whenever written notice to the Merrimack Teachers Association is provided for in this Agreement, such notice shall be addressed to the President, Merrimack Teachers Association, at his/her then current address. The Association shall promptly notify the Superintendent in writing of any such address.

## ARTICLE XVIII

### STRIKES AND SANCTIONS

- 18.1 The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the operations of the Merrimack School District. The Association, therefore, agrees that, during the life of this Agreement, it will not sponsor, support or instigate any strike, sanction, work stoppage, or other concerted refusal to perform work or curtailment of any of the operations of the Merrimack School District by teachers covered by this Agreement, nor shall the Board engage in any form of lockout against teachers.

ARTICLE XIX

FINAL RESOLUTION

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

## ARTICLE XX

### EXPENDITURE OF PUBLIC FUNDS

- 20.1 Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless, and until, the necessary specific annual appropriations have been made. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding the matters affected in accordance with RSA 273-A:3(II)(b).

## ARTICLE XXI

### DURATION OF AGREEMENT

- 21.1 This Agreement shall continue in full force and effect until twelve o'clock midnight June 30, 2013 and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October first (1<sup>st</sup>) of any year.
- 21.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representatives of the Merrimack School Board and the Merrimack Teachers Association.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2nd day of May, 20 11, as of the date and year first written above.

MERRIMACK SCHOOL BOARD

MERRIMACK TEACHERS ASSOCIATION

By Jody B. Vaillancourt  
Jody B. Vaillancourt  
Chairman of the Board

By Debra K. McLaughlin  
Debra K. McLaughlin  
President, MTA

By Marjorie C. Chiafery  
Marjorie C. Chiafery  
Superintendent of Schools

By John R. Snell Jr.  
John R. Snell Jr.  
Chief Negotiator, MTA

APPENDIX A

MERRIMACK DISTRICT SCHOOL BOARD  
TEACHER'S CONTRACT

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between Merrimack District School Board of Merrimack, party of the first part, and \_\_\_\_\_ of \_\_\_\_\_, party of the second part, hereinafter called "Teacher," witnesseth:

1. That the party of the first part agrees to and does hereby employ said party of the second part to teach for the \_\_\_\_\_ - \_\_\_\_\_ school year not to exceed one hundred eighty-seven (187) school days, inclusive of the time spent in service of the District as set forth in Article VII, Section 7.2 of the Master Agreement, beginning the Monday before Labor Day at an annual salary of \$ \_\_\_\_\_, payable in bi-weekly installments. Said party of the first part reserves the right to make such changes of assignment as the exigencies of the school may require.

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

3. It is mutually agreed:

(a) That the party of the first part may, without liability to itself or the District, terminate this contract in accordance with RSA 189:13 (1955); and said contract becomes void subject to appeal if the teacher is removed by the Superintendent or if his/her license or permit is revoked by the Commissioner of Education.

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

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

MERRIMACK DISTRICT SCHOOL BOARD

By \_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Employee Number

By \_\_\_\_\_  
Teacher

\_\_\_\_\_  
Budget Account Number

\_\_\_\_\_  
Position Number

APPENDIX B – NURSES  
MERRIMACK SCHOOL DISTRICT  
36 MCELWAIN STREET  
MERRIMACK, NEW HAMPSHIRE

NURSE CONTRACT

Date:

Nurse:

The following are the conditions for your employment with the Merrimack School District

for the \_\_\_\_\_ school year.

187 Days per year

Salary

Date of hire

Benefits for this position are listed in the Master Contract negotiated between Merrimack Teachers Association of NEA-NH and the Merrimack School Board.

Please sign both copies and return one copy to the building principal. Your signature acknowledges receipt of this contract.

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Nurse

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Date

APPENDIX C  
MERRIMACK SCHOOL DISTRICT  
DUES DEDUCTION AUTHORIZATION FORM

NAME: \_\_\_\_\_  
(Please Print)

I hereby authorize the Merrimack School District to withhold from my salary the sum of

\$ \_\_\_\_\_ membership dues as follows:

For membership in the Merrimack Teachers Association, the sum of \$ \_\_\_\_\_ per year;

For membership in the NEA-New Hampshire, the sum of \$ \_\_\_\_\_ per year;

For membership in the National Education Association, the sum of \$ \_\_\_\_\_ per year;

For donations to NEA-PAC, the sum of \$ \_\_\_\_\_ per year;

For donations to NHEPAC, the sum of \$ \_\_\_\_\_ per year.

The sums thus to be deducted shall be deducted in twenty (20) equal installments over twenty (20) consecutive pay periods and are hereby assigned by me to the Merrimack Teachers Association. If there are fewer than 20 pay periods remaining in the school year, I authorize the Merrimack School District to equally disburse the above amount to the Treasurer of the Association over the remaining pay periods. These sums are to be remitted by the Merrimack School District to the Treasurer of the Association, and having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix C. It is further agreed that the Board assumes no financial liability except to forward at each payroll period those funds which have been properly authorized and deducted that payroll period.

This authorization and assignment shall continue in full force and effect for the balance of the school year in which the deductions are to be made or until revoked by me. Such revocation shall be effected by written notice to the School District and the Association, giving thirty (30) days notice of my desire to revoke same.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Number

APPENDIX D

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

MERRIMACK SCHOOL DISTRICT

To: \_\_\_\_\_  
Principal or Department Head

Complete in Triplicate with copies to:  
1. Principal/Department Head  
2. Superintendent  
3. Association

\_\_\_\_\_  
SCHOOL:

\_\_\_\_\_  
NAME OF GRIEVANT:

\_\_\_\_\_  
DATE FILED:

LEVEL A

Date of Grievance: \_\_\_\_\_

1. Statement of Grievance (Be sure to include the specific violation or condition with proper references to the contract agreement):

\_\_\_\_\_  
\_\_\_\_\_

1. Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Answer given by Principal or Department Head:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL B

Date received by Principal or Superintendent: \_\_\_\_\_

If K-8, Superintendent receives Grievance

(If additional space is required, attach additional sheet.)

If 9-12, Principal Receives Grievance

Answer given by Principal or Superintendent:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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LEVEL C

Received by Superintendent: \_\_\_\_\_

Answer given by Superintendent:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL D

Date Submitted to Arbitration:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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