

AGREEMENT
between the
MONADNOCK DISTRICT
EDUCATION ASSOCIATION and the
MONADNOCK REGIONAL
SCHOOL DISTRICT
2008-2012

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The following is a link to the New Hampshire government website, containing the text of all statutes cited in this Agreement:

<http://www.nh.gov/government/laws.html>

AGREEMENT

2008 - 2012

This agreement entered into this ____ day of November, 2008, by and between the Monadnock Regional School District Board, hereinafter called the "Board," and the Monadnock District Education Association, affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the "Association." Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

DEFINITIONS

SCHOOL: The term "School," as used in this Agreement, means any work location or functional division maintained by the Board where instruction or supervision as assigned by the District, as required by the State, is offered to the children enrolled in the Monadnock Regional School District.

TEACHER: The term "Teacher," as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

FACULTY REPRESENTATIVE: The term "Faculty Representative," as used in this Agreement, means the Association Representative.

PERSON: The term "Person," as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

PELRB: The term "PELRB," as used in this Agreement, means the New Hampshire Public Employee Labor Relations Board.

BARGAINING UNIT: The Association which represents high school department heads, classroom teachers, school assigned counselors, librarians, specialists, speech education teachers, media generalists, and elementary teaching assistant principals in contract negotiations subject to the provisions of RSA 273-A.

CONDITIONAL EMPLOYEE: A newly hired or re-employed person who has not yet successfully complied with the provisions of RSA 189:13-a (2008). The district may extend a conditional offer of employment to a selected applicant, with a final offer of employment subject to a successfully completed records check including a criminal history records check.

If a selected applicant is extended a final offer of employment, the individual shall be entitled to membership in the collective bargaining unit subject to the requirements of RSA 273-A and shall immediately be covered by the terms and conditions of the collective bargaining agreement.

If the district receives an unsuccessful criminal history records report for a selected applicant, the SAU within 24 hours of receipt of such report, excluding Saturday, Sunday or a holiday, dismisses the selected applicant.

ARTICLE I RECOGNITION

1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Monadnock Regional School District as certified by the PELRB. The term "teacher," shall include high school department heads, all classroom teachers, librarians, specialists, speech education teachers, media generalists, elementary teaching assistant principals, and school assigned counselors, but excluding nurses, administrative employees and supervisory employees as defined in RSA 273-A8, 11.

1.2 Unless otherwise indicated, the term "teacher," when used in this Agreement shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article 1, and reference to teachers shall include both female and male teachers.

ARTICLE II
SCOPE OF AGREEMENT

2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorizations which by law are vested exclusively in them, and this Agreement shall not be construed so as to limit or impair their exclusive statutory powers, discretion and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

ARTICLE III NEGOTIATION PROCEDURE

3.1 On or before June 15th, of the prior year in which this agreement is to expire either party may initiate negotiations in accordance with RSA 273-A. The parties shall meet not later than July 15th at which time the Association will present its proposals. Thereafter, the parties agree to hold a minimum of four (4) formal bargaining sessions prior to October 1st and shall thereafter continue to meet in accordance with RSA 273-A.

3.2 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.

3.3 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.

3.4 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare impasse. In the event of impasse, the rules and procedures for "Resolution of Disputes" as outlined under RSA 273-A:12 shall be followed.

3.5 The cost for the services of the mediator and/or factfinder including per diem expenses, if any, will be shared equally by the Board and the Association. In the event the parties cannot agree on a neutral party for factfinding, the New Hampshire Public Employee Labor Relations Board shall appoint the neutral party.

3.6 Determinations and/or recommendations under the provision of Section 3.4 of this Article III will not be binding on the parties.

3.7 If the monies to fund the economic provisions are not appropriated as provided in this Article III, Section 3.3 and/or if either party rejects the recommendations set forth in this Article III, Section 3.6, 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, the neutral party's findings and recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which shall vote to accept or reject so much of the neutral party's recommendations as is otherwise permitted by law.

- C. If either the full membership of the employee organization or the public employer rejects the neutral party's recommendations, the neutral party's findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of the neutral party's recommendations as otherwise is permitted by law.
- 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.

3.8 The parties may, by mutual agreement, pass over mediation and go directly to factfinding.

3.9 Neither party in any negotiations shall interfere with the selection of the negotiating or bargaining representatives of the other party.

3.10 The parties may, by mutual agreement, consider language changes to the agreement in the off years of the contract on non-money issues and is limited to two items per year.

ARTICLE IV ASSOCIATION RIGHTS

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.
- 4.2 The Association, upon request, will be scheduled on the agenda at faculty meetings or orientation programs as determined by the Principal to present brief reports and announcements.
- 4.3 The Association will have the right to post notices on its activities and matters of teacher concern in teachers' workrooms and shall continue to have the use of the teacher mail box system and e-mail system.
- 4.4 Upon notification by an employee in writing by means of a mutually agreeable form provided by the Association, the Board will continue its present practice of deducting professional association dues and forwarding such deduction to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith.
- 4.5 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 and shall in no event exceed the actual costs to the District as determined by the Superintendent.
- 4.6 Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be disruptive or injurious to the Monadnock education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 4.7 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal, or the Building Principal's designee.
- 4.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours, or in the filing or processing of grievances under the Agreement.
- 4.10 Administrative leave shall be granted to teachers for the purpose of attending the New Hampshire Education Association Delegate Assembly Convention. This shall be limited to no more than four (4) teachers on one day per school year and no more than one (1) teacher from any small elementary school. A small school is defined as any elementary school having ten (10) or fewer teachers.

4.11 The Association president or the president's designee shall be provided with two (2) paid professional leave days per year to conduct Association business.

ARTICLE V TEACHER EVALUATION

- 5.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.
- 5.2 The observation of the work performance of a teacher will be conducted openly.
- 5.3 Following all formal observations but prior to the written evaluation, the supervisor and teacher shall meet to discuss the details of the observation. Such a meeting will be within a reasonable time following the observation. Normally, such a meeting will occur within ten (10) school days following the observation. Following the conference, the teacher will be given a copy of the written evaluation report prepared by the evaluator. Before copies are forwarded to any other administrator, the teacher shall have the right to append a rebuttal. The forms will then be signed by the teacher and forwarded to the administration. If the teacher is dissatisfied with the evaluation, he or she may request additional conference time. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.
- 5.4 The parties recognize and agree that, subject to the provision of this Article V, teacher evaluation is a supervisory function.
- 5.5 Each new teacher in the Monadnock school system shall be made aware of the school district's evaluation plan and the criteria, goals, and objectives associated with it. The Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination with respect to any plan. The Board will apply the same plan throughout the district.
- 5.6 Each teacher shall be entitled to access the teacher's personnel file during regular office hours upon notice to the Superintendent or the Superintendent's designee except in an emergency situation, in which event the information will be made available as soon as is reasonably possible.
- 5.7 The teacher shall have the right to make appropriate response to any material contained in the teacher's personnel file and such response shall be made a part of the said personnel file. Reproductions of such material may be made by hand or copying machine, if available.

ARTICLE VI TEACHER EMPLOYMENT

6.1 The Board agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted.

6.2 For purposes of this Agreement, the period of service shall not be more than one hundred and eighty-eight (188) days, between the first day of work for teachers and June thirtieth (30th), except that teachers new to the system shall, in addition to the one hundred eighty-eight (188) days set forth herein, be required to attend one (1) Orientation Day set forth by the Superintendent of Schools. Days are to be allocated as follows:

A. Teaching days are dedicated to student instruction. (181 days for the duration of this contract.)

B. Management Days (3)

- * Day 1, Staff Meetings and General Preparations for School opening: Schedule determined by Principal.
- * Day 2, Parent teacher conference day. Elementary and High School
- * Day 3, Elementary parent teacher conference day, High School has workshops and training day.

There will be flexibility allowed in the scheduling of the hours for the parent conferences based on a mutually acceptable schedule worked out by both teachers and administrators in all schools for the two parent conference days. The Board retains the authority to determine the schedule in the event that the administrators and teachers are unable to agree.

C. The four Curriculum and Instructional Improvement Days will fall between five working days prior to the opening of school and June 30th of the end of the school year. Dates of the four Curriculum and Instructional Improvement Days will not be scheduled during the Christmas, Winter or Spring vacation periods. Scheduled dates will be included in the annual school year calendar. Two of the curriculum days will be held at the local school level. One of those days will be planned by the building principal and staff. The other day will be Teacher directed, when teachers may work on curriculum development individually or in small groups of their own choosing.

D. Orientation Day (1) for all New Hire Teachers.

6.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a teacher's day is not necessarily coterminous with that of the pupil.

6.4 Teachers are expected to carry out their professional duties which shall include faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings will be of reasonable frequency and duration.

6.5 Except for unusual circumstances, teachers will be notified of their teaching assignments for the ensuing academic year before their signed annual teacher contract is due back to the SAU office.

6.6 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input and meet and confer 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.

6.7 Curriculum and Instructional Improvement Days set forth in Section 6.2 of this Article VI shall be determined with the cooperation of the Association and the parties shall meet and confer as to content. The President of the Association shall be invited to participate in the Administrative meetings which deal with the planning of the "in-service" workshop days. In any event, the Superintendent shall make the final determination as to content.

6.8 The Board agrees to reimburse teachers up to \$750 for expenses incurred in meeting District Staff Development requirements as per S.A.U. 38 Staff Development Master Plan. The Superintendent or the Superintendent's identified designee shall approve or disapprove requests for such expenses. Requests for approval shall be made at least fourteen (14) days before the event for which reimbursement is sought; and, the Superintendent or the Superintendent's identified designee shall approve or disapprove such requests within fourteen (14) calendar days of the submission of a written request.

6.9 (A) The Board will provide \$40,000 per year for the purpose of tuition reimbursement during the first year of the Agreement. In the second year of the agreement, the Board shall provide \$45,000 for tuition reimbursement. The Board shall provide \$50,000 in the third year of the agreement and \$50,000 in the fourth year of the agreement for tuition reimbursement. Payment for each course shall be made to the employee at the time of enrollment. The employee shall be required to earn a grade of B or better or pass in a pass/fail course. In the event the employee does not earn a "B" or "pass" the amount of tuition paid at the time of enrollment may be deducted in equal installments from the employee's remaining paychecks. No employee shall receive payment for college courses beyond eight (8) credits per year before June 1st. Employees may then apply for reimbursement for additional credits after June 1st, provided that the funds have not been completely expended. Reimbursement shall be made on a first come first served basis. All funds not expended during the year shall not be carried over into the next year. The maximum amount received in tuition reimbursement per credit shall not exceed the cost per graduate credit at the University of New Hampshire.

(B) It is agreed that the Board will provide up to \$20,000 during the first year of the Agreement for the purpose of college loan reimbursement for the degree to teach to any member of the bargaining unit placed on the first five steps of the salary schedule. During the second year of the agreement, the Board will provide \$22,500 for college loan reimbursement. During the third year of the agreement, the Board will provide \$25,000 for college loan reimbursement. During the fourth year of the Agreement, the Board will provide \$25,000 for college loan reimbursement. No employee shall receive an initial reimbursement in excess of \$1,000 annually. If more than twenty (20) employees apply and qualify for the reimbursement, the funds will be divided equally among all the applicants. If there are any remaining funds, the funds will be distributed equally between the applicants, provided that no further distribution per teacher will exceed \$2,500. At the completion of the year of service, payment shall be made directly to the financial institution holding the teacher's loan. Application for reimbursement and documentation of the loan balance must be submitted by December 1st of that year for payment in June.

6.9 (C) The Board shall reimburse members of the bargaining unit for recertification fees (including fingerprinting costs) and licensing fees charged by the State of New Hampshire. Reimbursement shall be paid upon receipt of the recertification or relicensing. The Board shall pay for the cost of criminal background checks.

6.10 Placement on the Master's Track for salary purposes shall require the approval of the Superintendent. To become eligible under Section 6.9 the accredited degree program must be related to education as a profession including but not limited to degree programs in the field(s) of certification(s), administration, and guidance within the school district. To avoid misunderstandings under this section, teachers are encouraged to submit their proposed program when they begin said program. In making judgments under this section, the Superintendent shall not be arbitrary or capricious.

In order to insure timely placement, notification for possible placement on the Master's Track shall be given to the District by November First (1) of the year preceding track movement.

6.11 (A) During the school year, as soon as the Board determines teacher vacancies, notices will be posted on the official bulletin board in each school as soon as the administration is aware of such vacancies. Such notice shall remain posted for ten (10) consecutive days, excluding Saturdays and Sundays. Such notice shall contain the date of posting, job title, and the name of the person to which the application is to be submitted. After July first (1st), notices will be posted in the School Administrative Unit Office. A copy of all vacancies shall be forwarded to the Association as soon as the administration is aware of such vacancies. The Association shall be responsible for notifying the administration where to send said notices.

(B) A teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building may file a written statement of such desire with the Superintendent no later than June 25th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, and the school to which he or she desires to be

transferred in order of preference. In the event that a teacher disagrees with the Superintendent's decision in refusing a request for transfer or in being transferred, the affected teacher shall have the opportunity to discuss the matter with the Superintendent. In the event the discussion does not resolve the matter the affected teacher shall have the right to present the matter to the School Board. The decision of the Board shall be final.

6.12 Preparation

(A) The District shall provide one (1) preparation period per day for secondary school teachers. In the event that a teacher agrees to cover a class for an absent teacher during his or her preparation period, s/he shall be compensated at 1/5 of the daily substitute rate for each class covered.

(B) The District shall provide preparation time to elementary school teachers when specialists (art, music, physical education, library and guidance) are teaching classes; except for purposes of carryover lessons. In the event that specialists are absent and no substitute is available, elementary school teachers will be paid substitute pay the same as secondary school teachers who cover classes during their preparation period. Preparation time is intended for general classroom planning; however, both parties acting in a professional manner recognize that occasional exceptions may occur.

(C) The District will provide one (1) hour of preparation time per week to specialists.

ARTICLE VII RATES OF PAY

7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be pro-rated at the employee's appropriate salary step for the number of designated days of employment between the first day of work for teachers in any year and June thirtieth (30th) of any such year, except that teachers new to the system shall work one hundred and eighty-nine (189) days, as provided in Article VI, Section 6.2D of this agreement.

7.2 Teachers will be paid on the first district payday that they work. They will be paid on the basis of 22 pay periods. All teachers employed as of the 2002-2003 school year will have a one-time opportunity prior to June 30th, 2003, to select in writing the 26 pay period with 22 paychecks (balloon option) and may remain on the plan until or unless they choose to move to 22 pay periods. At that time they must continue on the 22 pay period format.

ARTICLE VIII COMPENSATION

- 8.1 The Salary Schedule, for purposes of this Agreement, is set forth in Appendix A attached hereto.
- 8.2 Newly hired employees without experience, hired during the term of this Agreement, will be placed by the Superintendent at their appropriate compensation level set forth herein.
- 8.3 Newly hired employees with experience, hired during the term of this Agreement, will be placed by the Superintendent at the appropriate compensation level.
- 8.4 Steps on the salary schedule equals years of experience.
- 8.5 For proper placement on the salary schedule, teachers will submit credits for approval to the Superintendent by November 1. Only credits in the field of education (subject matter, guidance, education, administration) are applicable.
- 8.6 The parties agree to compensate special education teachers and case managers \$1,000 to be paid in two \$500 installments. Stipend will be paid in early December and June.
- 8.7 The parties agree to compensate middle and high school teachers of six (6) classes \$2,000 per year to be paid in two installments. Stipend will be paid in early December and June.
- 8.8 The parties agree to compensate elementary teachers of double grades \$1,000 to be paid in two installments. Stipend will be paid in early December and June.

ARTICLE IX INSURANCE

9.1 The Board agrees to maintain in effect an insurance plan chosen by the teachers so long as they remain employed by the Monadnock Regional School District. Changes in the carrier may be made by mutual agreement. A summary of the benefits to be provided under said plan is set forth in Appendix B hereto.

9.2 The Board agrees to provide sufficient liability coverage so that every teacher is insured up to one million dollars (\$1,000,000) for each incident subject to the policy's limitations and exclusions, including, without limitation, the aggregate limit of liability contained therein.

9.3 The Board shall provide, without cost to the employee, group term life insurance in a sum equal to \$50,000.00.

9.4 An employee on unpaid leave shall have the option of continuing the employee's insurance coverage(s) at the group rate, provided that she/he pays the District for the appropriate premiums where such coverage is not prohibited by the carrier.

9.5 An employee shall be entitled to the full amount of the District's contribution to the cost of benefits listed in this Article and Appendix B if the employee works at least the equivalent four (4) days per week. If the employee works less than the equivalent four (4) days per week, then the District shall make a pro-rated contribution based on the number of equivalent days per week the employee works. By way of example only, if an employee works the equivalent of three (3) days per week, then the District will pay sixty percent (60%) of the full amount of its contribution to the cost of benefits; and if the employee works the equivalent of two (2) days per week, then the District will pay forty percent (40%) of the full amount of its contribution to the cost of benefits. For purposes of Article 9.5, "full amount of contribution" means the amount the District contributes toward the cost of health insurance and dental insurance for an employee who works at least the equivalent of four (4) days per week.

ARTICLE X GRIEVANCE PROCEDURE

10.1 Definition

A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of this Agreement. An “aggrieved teacher” is the person or persons making the claim. All time limits specified in this Article shall mean school days. School days for the purposes of this Article are defined as days that are scheduled as instructional or teacher workshop days on the published school calendar. Snow or emergency days are considered school days.

10.2 Purpose

The parties acknowledge that it is more desirable for an employee and the employee’s 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 E attached hereto) and referred to the following formal grievance procedure (and a copy shall be sent to the immediate supervisor).

10.3 Right of Representation

A teacher covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to the teacher requesting such representation.

10.4 Time Limit

A grievance to be considered under this procedure must be initiated in writing by the employee within 30 school days of its occurrence, or within 30 school days of when the teacher should have known of its occurrence.

10.5 Formal Procedure

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

LEVEL A. Within three (3) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved teacher. Within five (5) days following any such meeting, the Principal shall give the Principal’s answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of an answer given at this level.

LEVEL B. Within five (5) days of a grievance being referred to this level, the Superintendent (or the Superintendent's designee) shall meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give the Superintendent's 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 be referred to the School Board.

LEVEL C. The Board or committee thereof shall meet with the participants of Level B and examine the facts of the grievance. The School Board shall meet with the Association within fifteen (15) days of the receipt of the grievance. The Board shall submit its written response within fifteen (15) days of the meeting.

LEVEL D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use arbitrator's best efforts to arbitrate the grievance, 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 to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall not be binding on either party, but shall be advisory only except when the parties have mutually agreed in writing prior to the arbitration hearing that the arbitrator's decision shall be final and binding. Upon receipt of the advisory arbitration award, the School Board shall meet within twenty (20) days of the receipt of the award to accept or reject the recommendation of the arbitrator. The parties agree to share equally in the compensation and expenses of the arbitrator.

10.6 Time periods specified in this procedure may be extended by mutual agreement.

10.7 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

10.8 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.

10.9 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.

10.10 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 terms, or as soon thereafter as is practical.

10.11 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.

10.12 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

10.13 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE XI LEAVES OF ABSENCE

11.1 It is agreed that the use of leave days will be confined to purposes provided in this Article XI.

11.2 Teachers shall, at the beginning of the year be granted thirteen (13) days leave at their applicable salary. These are for use in the event of personal or family illness, important religious obligations, the death of a close friend or relative not covered under Section 11.6 of this contract, and unexpected situations that demand immediate action and for which no other leave provision applies. Work connected disability covered by the New Hampshire Workers' Compensation Laws will be excluded.

11.3 Teachers shall not be permitted to carry over more than 110 days from one year to the next. At the end of the school year any accumulated days in excess of 110 will be dropped from the accumulation and the teacher will be compensated for those excess days at the rate of ten dollars (\$10) per day, to be paid the following September of the teacher's returning year.

11.4 (A) Disability due to pregnancy shall be covered under 11.2 and 11.5 of the contract while the teacher is actively employed by the school district. A teacher who becomes pregnant will notify her principal in writing ninety (90) days prior to the date of disability except in cases of emergency. Continued employment shall be permitted as long as the teacher is able to perform her duties adequately and can supply the Board with sufficient medical evidence to ensure her health and safety. The Board shall be held harmless from any and all claims related to her pregnancy if that teacher elects to continue working while pregnant.

(B) Child-rearing leave of up to three (3) full school semesters following the adoption or birth of a child (and following leave granted in accordance with 11.2 and 11.5, if applicable) shall be granted. The first fifteen (15) workdays of child-rearing leave shall be paid leave. The remaining leave shall be unpaid. Child rearing leave shall fall under the guidelines of the Family Medical Leave Act (FMLA) and the District's FMLA policy in effect on July 1, 2008, if applicable. Child-rearing leave shall be available to both female and male teachers. In the event both parents work for the district, only one parent at a time may take leave.

(C) Upon application for child-rearing leave, the teacher shall notify the principal of the teacher's intent to take leave in writing ninety (90) days prior to the date on which the leave is to begin except in cases of emergency. In the case of adoption, the period of leave shall commence when the child is physically turned over to the teacher or earlier if required by circumstances.

(D) The teacher's position shall be held for up to three (3) full school semesters and upon return be granted the teacher's former position. To minimize disruption of the school system, teachers are encouraged to return at the beginning of a school year but in no

event shall they return at any time other than the beginning of a semester. If for any reason that teacher's position is eliminated while on leave, that teacher shall be offered the first available position he/she is qualified to teach.

11.5 The Board agrees to continue a sick-leave bank for employees covered by this Agreement for the purposes of providing long-term coverage due to disability or illness. Each teacher in the district shall be a member of the sick bank. When the sick bank falls below two hundred (200) days, each teacher agrees to donate at the beginning of the next school year, one (1) day from the thirteen (13) leave days set forth in section 11.2 of Article XI to be deposited in said bank. To become eligible for extended benefits from the sick leave bank employees must:

- A. Have contributed to the bank.
- B. Have exhausted all of their accumulated leave days under Article XI. (not just 11.2)
- C. Have presented satisfactory medical evidence of disability or illness (excluding work-connected accidents) to the Review Board which shall make the final decision.
- D. Have met the required waiting period of thirty (30) consecutive working days. An employee may draw up to sixty (60) days from said bank in any one (1) year.
- E. All new members to the sick bank must contribute 1 day by September 30. Teachers hired during the school year must contribute one day with 30 days of the start of employment.
- F. Have brought to the MDEA Executive Board the employee's application or use of the sick bank in order that the Executive Board may confirm eligibility and validity before passing valid and complete applications forward to the Review Board for final approval.

Review Board: to be determined by the parties. For the term of this agreement, the committee shall consist of two (2) Board representatives and two (2) Association representatives.

11.6 Teachers shall be entitled to up to five (5) paid funeral days per occurrence for funeral in the immediate family. Immediate family as used in this Section shall mean mother, father, brother, sister, spouse, children, grandparent, and significant others of employee and the same relatives of the employee's spouse. To be eligible for leave under this Section, written request shall be presented to the Superintendent at least twenty-four (24) hours prior to any such leave, except for extenuating circumstances when the Superintendent may waive such notice.

11.7 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall, if requested by such employee, receive the employee's net difference between Workers' Compensation payments and the employee's full pay at the employee's applicable salary rate and such payment by the Board shall continue until any such employee has used all of the employee's accumulated sick pay. Thereafter, the employee shall continue to receive only those monies paid to the employee under the provision of the Worker's

Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any employee receive monies in excess of the regular net earnings to which the employee was entitled prior to any such Workmen's Compensation claim. Deductions to the teacher's sick leave shall be pro-rated.

11.8 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.

11.9 An employee called as juror will receive the employee's normal pay checks and will sign over to the district the employee's juror earnings.

11.10 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 the employee's pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.

11.11 Teachers will be encouraged to take professional days for the benefit of the school district. Professional days, with or without pay, shall be at the sole discretion of the Superintendent of Schools, or the Superintendent's designee.

11.12 During the first two (2) years of the Agreement, the Board will grant two (2) paid personal leave days per year (non-cumulative) to teachers to conduct important affairs which cannot be accomplished at any other time. Teachers will be entitled to three (3) paid personal leave days per year (non-cumulative) during the third and fourth years of the Agreement. Leave shall be granted provided the teacher follows the procedure outlined below:

- a. Teachers shall submit written notice (Appendix F-1),
- b. Twenty-four (24) hours notice shall be provided except in emergencies,
- c. Personal leave for a specific building shall be limited in accordance with the guidelines specified in (Appendix F-2).

The intent of the parties is that personal leave shall not be used for social affairs, pleasure trips or recreation.

11.13 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

11.14 Sabbatical fellowships are granted at the discretion of the Board and are designed to encourage the improvement of instruction, supervision, and administration in the Monadnock School System. Teachers may apply for a fellowship upon completion of five (5) years service in the Monadnock School System. After having received a fellowship, a teacher may apply for a second fellowship only after five (5) additional years in the Monadnock School System. A teacher must present a detailed proposal for study or research to the teacher's principal for approval by the Board upon recommendation of the Superintendent. This proposal must be

submitted to the Superintendent before December first (1st) in the school year preceding the fellowship year. The fellowships will be available only for full-time study or research programs. No more than two (2) sabbatical fellowships at full pay will be available in any one (1) year. Ordinarily fellowships will cover a full school year, in special cases, fellowships covering half a school year or a half school plus one (1) summer may be approved, provided that adequate arrangements can be made to cover a teacher's responsibilities during a partial year's absence. During the sabbatical, the teacher will receive such other medical and life insurance benefits as are offered to all teachers in active service, if such plans permit. The teacher is expected to return to the Monadnock School System for a minimum of two (2) years following the fellowship year.

If the teacher terminates employment before the end of the two (2) year period the amount of the fellowship grant must be paid on a prorated basis within a five (5) year period, through signing a promissory note indicating the amounts, method, and schedule of payment at the time leave is taken.

**ARTICLE XII
SENIORITY, LAY OFF AND RECALL**

12.1 No later than sixty (60) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the teacher's first day of work. In the circumstances of more than one (1) individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. Consideration for prior experience in the Monadnock Regional School District will be considered.

12.2 Seniority Rights Procedures:**

a. A teacher who meets the following criteria shall have the right and may be placed in a position for which they are certified and qualified to fill and that is currently filled by a teacher with less seniority. Seniority will be determined as described below. The criteria is as follows:

1. The teacher must have taught within the area of certification with the past three (3) years.
2. The teacher must have satisfactory evaluations in the subject area and grade level.
3. The School Board may have the option of considering other relevant factors.

b. The seniority list shall be prepared by the S.A.U. #38 Personnel Office, verified by the Association, and made available in all district schools and to the Association by November 1st of each year. Any subsequent revisions shall also be made available when developed. The listings shall be arranged into two lists as follows:

1. Teachers certified by the State for teaching within an elementary school, i.e., kindergarten through grade 6.
2. Teachers certified by the State to teach Middle / High School subjects, i.e., grade 7 through grade 12 for English, Math, Science, Social Studies, Languages, etc...

** Anyone holding a State Certification to teach specific subjects grades K-12 will be appropriately placed into both listings.

12.3 All seniority, excepting as provided below, is lost when employment is severed by resignation, retirement, discharge for cause; however, seniority is retained if severance of employment is due to layoff (RIF) or approved leaves of absence. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.

- A) Those non-bargaining unit members employed shall have their seniority grandfathered for their total years of service in the Monadnock District up to 7/1/83.

- B) Effective 7/1/83 non-bargaining unit members performing actual teaching duties shall continue to accrue seniority on a pro-rata basis; e.g. 1/2 teaching time = 1/2 year seniority.
- C) Effective 7/1/83 teachers who transfer to non-bargaining unit positions shall have a 3-year grace period during which their seniority shall be retained and they may opt to return to the bargaining unit.

12.4 Whenever it is determined by the School Board to reduce the numbers of continuing contract teachers in the School District, the Board will base its decision on which teachers will be laid off upon the following criteria: The Superintendent will recommend to the Board the teachers to be laid off based upon their seniority and comparative ability and performance within the department in which the reduction is being made, including qualifications and experience.

12.5 In the event the Board elects to layoff a more senior teacher, a measurable differential in performance and qualifications between teachers must be established.

12.6 No continuing contract teacher will be laid off while a non-continuing contract teacher remains employed in the same department, except when there is no in the department certified and qualified to replace the non-continuing contract teacher. Layoff procedure applies to continuing contract teachers only. Non-continuing contract teachers will continue to be selected for renewal or non-renewal at the full discretion of the administration and the Board, and any complaint arising from this decision is not subject to the grievance procedure.

12.7 In no case, in the secondary schools, will a continuing contract teacher be laid off so long as a non-continuing contract teacher is employed in that subject area, except when there is no one certified and qualified to replace the non-continuing contract teacher.

12.8 Recall rights shall be consistent with the criteria established for layoffs.

- A) Recall rights shall be for a period of thirty-six (36) months from the last date of employment in the district.
- B) To be eligible for recall, each teacher shall be responsible for notifying the district by certified mail, return receipt requested, of their wish to remain on the recall list. Such notice shall be postmarked between January first (1st) and March fifteenth (15th) of each year.

12.9 Refusal of an offer from the Employer of a like position from which the laid off teacher is certified and qualified, or failure to respond within thirty (30) days of the receipt of a written offer of a position made by the Employer shall be cause for termination.

12.10 Notifications of recall shall be in writing. The notification shall be sent by certified mail to the teacher's last known address. It shall be the teacher's responsibility to notify the Employer of any change of address.

12.11 Recalled teachers shall be entitled to all benefits as provided herein.

ARTICLE XIII RETIREMENT

The Monadnock Regional School District offers both regular retirement and longevity to teachers employed by the District. The time frames indicated for application are to allow for easy transitioning and budgeting purposes. The member should make an appointment with the New Hampshire Retirement System for discussions of their retirement options.

13.1 Any full time member of the Association who is at least fifty-five (55) years of age and whose age, plus years of service in the District equals seventy-five (75) may apply for regular retirement, as long as they have at least fifteen (15) years of service in the District. A letter of application declaring the intent to retire shall be sent to the School Board via the Superintendent of SAU #38 eighteen (18) months prior to the retirement date. The member may retire in June with written notice given in the preceding January; however, benefits will be paid in eighteen (18) months from the date of the notice.

A. The member shall be paid the following as part of the retirement:

1. Any member retiring pursuant to the provisions of Article 13.1 shall be paid \$75.00 per day for all accumulated leave days.

2. Members retiring pursuant to the provisions of Article 13.1 shall be paid an amount per year of service on the following schedule:

- a. 15-19 years of employment with the District: \$75.00 per year;
- b. 20-24 years of employment with the District: \$100 per year;
- c. 25-29 years of employment with the District: \$125 per year;
- d. 30 or more years of employment with the District: \$175 per year.

13.2 The Early Retirement Program, as provided for in Article 13.2 of the parties' Collective Bargaining Agreement 2003-2006 (the "2003-06 Agreement") shall be eliminated as of June 30, 2009, subject to the provisions of Article 13.2 of this Agreement. The Longevity Program, to which reference is made in Article 13 of the 2003-06 Agreement, is hereby reinstated, subject to the terms and conditions set out in Article 13.3 of this Agreement.

A. (1) The parties intend that the elimination of the early retirement program, as set out in this article, shall not affect any existing participant of the program. Current participants shall be governed by the terms of the early retirement program existing at the time the participant was approved for entry into the program.

(2) The terms of Article 13.2, 13.3 and 13.4 shall not apply to employees who are currently participating in or who have been approved to participate in the early retirement program first established in the 2000 Collective Bargain Agreement and governed by Article 13 of the 2003-06 Agreement.

(3) In the first year of the agreement, seven (7) members shall be eligible to participate in the early retirement program for a period of five (5) years at the percentage of highest

year of salary based on years of service as set out in the applicable table on page 28 of the 2003-06 Agreement.

a. Thereafter, no members shall be eligible to participate in the early retirement program and the program shall be eliminated as set out above in Paragraph 13.2.

B. During the first year of the agreement, eligibility to participate in the early retirement program shall be determined according to the eligibility requirements as set out in Article 13 in the 2003-06 Agreement. Members eligible to participate in the early retirement program during the sunset period shall apply to the Board as provided for in Article 13.2 of the 2003-06 Agreement on or before December 1, 2008.

C. Members eligible to participate in the early retirement program during the sunset period shall not be eligible to receive regular retirement benefits as provided for in Article 13.1 of this Agreement.

13.3 The Longevity Program is reinstated subject to the following terms and conditions:

A. During the term of this Agreement, the Board will fund the program as follows:

1. During the first year of the Agreement: \$100,000;
2. During the second year of the Agreement: \$200,000;
3. During the third year of the Agreement: \$250,000;
4. During the fourth year of the Agreement: \$250,000.

B. The monies specified in Article 13.3(A) hereof will be available for longevity payments to eligible staff as determined in this Article.

C. Employees shall be eligible for participation in the longevity program at the completion of their tenth (10th) year of service with the District.

D. Eligible Employees shall receive points on the following basis:

- 10-14 years of completed service in the MRSD -- 1 point
- 15-19 years of completed service in the MRSD – 2 points
- 20-24 years of completed service in the MRSD – 3 points
- 25-29 years of completed service in the MRSD – 4 points
- 30 or more years of completed service in the MRSD – 5 points

E. Any teacher who was credited with one step on the salary schedule for at least one half year (80 days) of employment shall also receive one year towards longevity. In the event that a teacher has two separate half years of employment, it will only count as one year towards longevity. Teachers who have served as long-term substitutes will receive the same recognition for longevity as contracted teachers.

13.4 Longevity payments shall be calculated as follows:

A. The number of staff in each category will be multiplied by the number of points applicable to that category. To determine a per point value, the number of points for all categories will be totaled and divided into the amount of money available for that contract year (to the nearest dollar). This per point value is then used to determine the annual award for each eligible staff member.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.1 If any provisions 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.

14.2 The Board and the 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, age, disability, membership and/or activity in the Association.

14.3 Copies of the Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board. The District may also post the agreement on the District's website; provided, however, that the District specifically disclaims any liability for the failure or interruption of the website.

14.4 Any individual contract, heretofore or hereafter executed, (see Appendix C attached hereto) between the Board and an individual teacher, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, it shall be considered invalid and this Agreement, during its duration shall be controlling. Teachers shall be notified as soon as known of any changes in contract assignment. If the teacher requests the Superintendent will provide an opportunity to meet and discuss the change. Every reasonable effort shall be made by the teacher and Superintendent to meet prior to the implementation of the change. In the event that the matter is not resolved, the affected teacher shall the right to present the matter to the School Board. The decision of the Board shall be final.

14.5 No teacher will be disciplined or reprimanded except for just cause, and any teacher who alleges to be aggrieved under this Section 14.5 shall have the full access to the Grievance Procedures of this Agreement.

14.6 A teacher's contract shall only be non-renewed as provided in RSA 189:14-a. In any event, any such teacher shall be given reasons in writing.

14.7 While on duty and for purposes of this Agreement, just cause shall include, but not be limited to, excessive lost time, excessive absenteeism, insubordination, or assault on a supervisor.

**ARTICLE XV
STRIKES AND SANCTIONS**

15.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers. The terms and conditions of this Article shall apply only to this school district.

ARTICLE XVI DURATION

16.1 This Agreement shall be binding upon the Monadnock Regional School District and the Monadnock District Education Association.

16.2 Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties hereto, and shall continue and remain in force and effect to and including June 30, 2012, when it shall expire unless an extension is agreed to by both parties in writing prior to such date.

16.3 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement by the representatives of the Monadnock Regional School District and the Monadnock District Education Association.

**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 the Monadnock Regional School District Board Chairman, 600 Old Homestead Highway, Swanzey, New Hampshire 03446.

17.2 Whenever written notice to the Monadnock District Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Monadnock District Education Association at the President's current address.

17.3 Either party, by written notice, may change the address to which future written notices shall be sent.

**ARTICLE XVIII
FINAL RESOLUTION**

18.1 This Agreement represents the final resolution of all matters in dispute between the parties.

APPENDIX A

2008-09					
<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	30,600	32,600	35,600	38,600	41,600
1	31,600	33,600	36,600	39,600	42,600
2	32,600	34,600	37,600	40,600	43,600
3	33,600	35,600	38,600	41,600	44,600
4	34,600	36,600	39,600	42,600	45,600
5	35,600	37,600	40,600	43,600	46,600
6	36,600	38,600	41,600	44,600	47,600
7	37,600	39,600	42,600	45,600	48,600
8	38,600	40,600	43,600	46,600	49,600
9	39,600	41,600	44,600	47,600	50,600
10	42,100	43,100	45,600	48,600	51,600
11	43,600	45,100	46,600	49,600	52,600
12		47,100	48,100	50,600	53,600
13			50,100	52,100	54,600
14				54,100	56,600
15					58,100
OFF	47,000	50,000	53,000	57,000	61,000

APPENDIX A - Continued

2009-10					
<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	31,850	33,850	36,850	39,850	42,850
1	32,850	34,850	37,850	40,850	43,850
2	33,850	35,850	38,850	41,850	44,850
3	34,850	36,850	39,850	42,850	45,850
4	35,850	37,850	40,850	43,850	46,850
5	36,850	38,850	41,850	44,850	47,850
6	37,850	39,850	42,850	45,850	48,850
7	38,850	40,850	43,850	46,850	49,850
8	39,850	41,850	44,850	47,850	50,850
9	40,850	42,850	45,850	48,850	51,850
10	43,350	44,350	46,850	49,850	52,850
11	44,850	46,350	47,850	50,850	53,850
12		48,350	49,350	51,850	54,850
13			51,350	53,350	55,850
14				55,350	57,850
15					59,350
OFF	48,250	51,250	54,250	58,250	62,250

APPENDIX A - Continued

2010-11					
<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	33,100	35,100	38,100	41,100	44,100
1	34,100	36,100	39,100	42,100	45,100
2	35,100	37,100	40,100	43,100	46,100
3	36,100	38,100	41,100	44,100	47,100
4	37,100	39,100	42,100	45,100	48,100
5	38,100	40,100	43,100	46,100	49,100
6	39,100	41,100	44,100	47,100	50,100
7	40,100	42,100	45,100	48,100	51,100
8	41,100	43,100	46,100	49,100	52,100
9	42,100	44,100	47,100	50,100	53,100
10	44,600	45,600	48,100	51,100	54,100
11	46,100	47,600	49,100	52,100	55,100
12		49,600	50,600	53,100	56,100
13			52,600	54,600	57,100
14				56,600	59,100
15					60,600
OFF	49,500	52,500	55,500	59,500	63,500

Appendix A - Continued

2011-12					
<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	34,600	36,600	39,600	42,600	45,600
1	35,600	37,600	40,600	43,600	46,600
2	36,600	38,600	41,600	44,600	47,600
3	37,600	39,600	42,600	45,600	48,600
4	38,600	40,600	43,600	46,600	49,600
5	39,600	41,600	44,600	47,600	50,600
6	40,600	42,600	45,600	48,600	51,600
7	41,600	43,600	46,600	49,600	52,600
8	42,600	44,600	47,600	50,600	53,600
9	43,600	45,600	48,600	51,600	54,600
10	46,100	47,100	49,600	52,600	55,600
11	47,600	49,100	50,600	53,600	56,600
12		51,100	52,100	54,600	57,600
13			54,100	56,100	58,600
14				58,100	60,600
15					62,100
OFF	51,000	54,000	57,000	61,000	65,000

APPENDIX B INSURANCE

HEALTH AND ACCIDENT INSURANCE:

The School Board agrees to provide coverage through the following health care plan options to eligible employees covered by this Agreement:

1. Blue Cross / Blue Shield JY with managed care
2. Blue Choice
3. Matthew Thornton

Employees may select single, two person, or family plans. If a married couple is employed by the Board, then the Board will pay up to twice the individual contribution set forth toward the cost to provide either the two (2) person or family coverage, whichever is appropriate for any such couple. During the first year of the agreement, the District will pay eighty-eight percent (88%) of the premium for the Blue Choice driver. During the second year of the Agreement, the District will pay eighty-four percent (84%) of the premium for the Blue Choice driver. During the third year of the Agreement, the District will pay eight-two (82%) of the premium for the Blue Choice driver. During the fourth year of the Agreement, the District will pay eighty percent (80%) of the premium for the Blue Choice driver. Members selecting other options will pay the difference from the paycheck. There will be no restriction against taking the Blue Cross/Blue Shield "JY-MC" plan as of that date.

The difference between the Board's maximum contribution and the cost to provide coverage set forth herein shall be payroll deducted from the affected employee's salary and shall be coordinated with an IRS Section 125 pre-tax plan.

Any employee who chooses not to be enrolled in a district sponsored medical plan shall receive a yearly cash disbursement of \$2,500 to be paid at the end of each school year, upon proof of coverage by another carrier.

DENTAL:

The Board agrees to pay each year 90% of the current year's Delta Dental Insurance Plan C or its equivalent, which pays up to 100% of coverage A, 80% of coverage B, 50% of coverage C, 0 deductible a year, and maximum coverage of \$1,000 a person a year. Coverage D, Orthodontia, is added at 50% coverage with a lifetime maximum coverage of \$1,000 per person.

DISABILITY:

The Board agrees to pay each year up to 100% of the preceding year's long term disability insurance coverage, with a 120 day waiting period, with benefits to age 65, affording 70% of pay to a maximum of \$3,500 per month.

APPENDIX C

**NEW HAMPSHIRE ANNUAL TEACHER CONTRACT
MONADNOCK REGIONAL SCHOOL DISTRICT**

Agreement made _____, 20__ by and between the **Monadnock Regional School District** hereinafter called the **District** and _____ (**Ed Level**), **STEP - _____** hereinafter called the **Teacher**.

1. The District agrees to employ the Teacher for the ensuing school year from _____ to _____ at an annual salary of \$ _____ paid by agreement commencing on _____, 20__.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations that may be enacted relative to the school and teacher's contract.
3. It is mutually agreed:
 - a. That the school year is not in excess of _____ **days**. New teachers shall attend 1 Orientation Day.
 - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified in the State of New Hampshire.
 - c. That the District, may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license or permit is revoked by the Commission of Education.
 - d. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
 - e. That, except as provided in "c" and "d," this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - f. That the District and Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
 - g. That if this contract has not been signed and returned to the Superintendent of Schools on or before _____, 20__, it will considered that the above named Teacher has declined employment with the District.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

MONADNOCK REGIONAL SCHOOL DISTRICT

By: _____
School Board Chair

By: _____
Teacher

**APPENDIX D
DUES DEDUCTION AUTHORIZATION FORM**

Name: _____
(Please print)

“I hereby authorize the Monadnock Regional School District to withhold from my salary the sum of \$_____ for membership dues as follows:

For membership in the Monadnock District Teachers Association, the sum of \$_____ per year;

For membership in the New Hampshire Education Association, the sum of \$_____ per year;

For membership in the National Education Association, the sum of \$_____ per year.

The sums thus to be deducted over ten (10) or fifteen (15) pay periods are hereby assigned by me to the Monadnock District Teachers Association and are to be remitted by the Monadnock Regional School District to the Treasurer of the Association and having done so, the board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the 15th of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same.

Signature _____

Date _____

LEVEL B

Date received by Superintendent:
Answer given by Superintendent:

Signature

Date

Position of Grievant:

LEVEL C

Date submitted to School Board:
Disposition of School Board:

Signature

Date

LEVEL D

Date submitted to Advisory Arbitration:
Disposition of Arbitrator:

Signature

Date

APPENDIX F-1

LEAVE REQUEST

SCHOOL ADMINISTRATIVE UNIT NO. 38
MONADNOCK REGIONAL SCHOOL DISTRICT

EMPLOYEE NAME _____ POSITION _____

SCHOOL _____ TODAY'S DATE _____

REQUESTING (Check One):

Leave Day Funeral Vacation Professional Other _____

Date(s) Requested:

Purpose: (Please be as specific as possible. Attach descriptive material, if available)

Cost(s) if any: Fee: _____ What Kind: _____
Mileage: _____ Meals: _____
Lodging: _____
Substitute: _____
Other: _____ Explain: _____
Total: _____

Funding Source: _____

EMPLOYEE'S SIGNATURE _____ DATE _____

SUPERVISOR'S/PRINCIPAL'S REVIEW Approve Disapprove Modify

Comments: _____

SUPERVISOR'S SIGNATURE _____ DATE _____

PRINCIPAL'S SIGNATURE _____ DATE _____

SUPERINTENDENT'S REVIEW Approve Disapprove Modify

Comments: _____

SUPERVISOR'S SIGNATURE _____ DATE _____

RETURN ALL COPIES TO SUPERINTENDENT'S OFFICE, ONE WILL BE RETURNED TO YOU UPON APPROVAL

Do Not Write in This Space:
Payroll Use Only

white:superintendent

yellow:principal

pink:employee

APPENDIX F-2

Limit on number of teachers absent at a time because of "personal reasons."

Cutler School	3
Emerson School	2
Gilsum School	1
Monadnock Reg. H.S.	6
Mt. Caesar School	3
Sullivan School	1
Troy School	2

Itinerant teachers (art, music, physical education, reading, learning disabilities, language development, guidance, etc.) will be charged to the quota of the school to which they are assigned on the day involved.

IN WITNESS WHEREOF the parties have executed this agreement for the years 2008-12.

MONADNOCK REGIONAL SCHOOL DISTRICT BOARD



Eugene M. White, III, Chair

MONADNOCK DISTRICT EDUCATION ASSOCIATION



Cheryl Kahn, Association President