

# AGREEMENT

between

Mont Vernon School District

and

Mont Vernon Education Association

July 1, 2009

to

June 30, 2012

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ARTICLE I  
AGREEMENT

- 1.1 This Agreement was made by and between the Mont Vernon School District, hereinafter referred to as the "District" and the Mont Vernon Education Association, NEA-New Hampshire, hereinafter referred to as the "Association."
- 1.2 This Agreement shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.
- 1.3 If any provision of this Agreement is found contrary to law, then such provision will not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of this Agreement will continue in full force and effect. The parties shall promptly renegotiate the subject matter relating to any provision found contrary to law.
- 1.4 Nothing contained herein shall be construed to prevent the District, a member of the Mont Vernon School Board (hereinafter, the "Board"), or its designated representatives from meeting with any teacher for the expression of the teacher's view. However, the District recognizes its obligation to confer only through representatives of the Association for purposes of negotiating terms and conditions of employment under RSA 273-A.

ARTICLE II  
RECOGNITION

- 2.1 The District recognizes the Association as having been certified by the New Hampshire Public Employee Labor Relations Board, pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all teachers, including art, music, and physical education, speech language pathologist, school psychologist, the nurse and other specialists as defined in PERLB Order T-0401. The Principal is excluded from the bargaining unit.
- 2.2 The term "teacher" as used in this Agreement means a person employed part-time or full-time by the Board who is part of the bargaining unit as described in Article 2.1.
- 2.3 An economic benefit is compensation received by the teacher that requires an expenditure of funds by the Mont Vernon School District, hereinafter referred to as the "District."

Economic benefits for part-time teachers shall be prorated as indicated below:

<u>Article</u>	<u>Scope</u>
6.5	As imposed by the formula
12.1	Annual entitlement of 15 days
12.4	Annual entitlement of 3 days
12.5	Eligibility days
14.1	District's share of health plan
14.3	District's share of health plan
14.7	District's share of dental plan
14.8	As imposed by Article 6.5
14.11	As imposed by Article 6.5
15.1	As imposed by calculation method

Beginning in the school year 1998-1999, part-time teachers added to the Mont Vernon Village School staff will be subject to the following additional prorations of economic benefits:

<u>Article</u>	<u>Scope</u>
11.2	Staff development costs
12.5	Award amount
13.1	Sabbatical
14.10	Life insurance premium
15.2	Award amount

### ARTICLE III NEGOTIATIONS PROCEDURE

- 3.1 On or before October 1 of the school year in which this Agreement expires, either party may notify the other party, in writing, of its intent to negotiate terms of a successor agreement. Within fourteen calendar days of the receipt of written notice the parties shall meet and the notifying party shall present its proposal, in writing. Any notice, once given,

cannot be withdrawn without the written consent of the President of the Association and the Chair of the School Board.

- 3.2 The parties agree to negotiate according to procedures set forth in RSA 273-A.

#### ARTICLE IV ASSOCIATION RIGHTS

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- 4.1 The Association will be provided with a bulletin board section in the teacher's room for posting Association materials. The Association also has the right to use the teachers' mail boxes to distribute Association materials.
- 4.2 The Association shall have the right to use school facilities for meetings before or after the teachers' regular school day. Requests for use of the building will be made in advance to the Principal. The Association has the right to use school equipment normally used by teachers for Association activities when such equipment is not otherwise in use. The Association will pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of all such equipment.
- 4.3 Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official Association business on school property provided that this business does not interfere with any school operations and the majority of the participants are teachers as defined in subsection 2.2 of this Agreement.
- 4.4 The Association shall be given an opportunity at faculty meetings to present brief reports and announcements.
- 4.5 The Association will, upon request, be given time on the agenda of the general back-to-school meeting for all teachers.
- 4.6 At the request of the Association, and with at least seven days prior notice, the Board shall place the Association on its agenda for regular Board meetings.

ARTICLE V  
GRIEVANCE PROCEDURE

- 5.1 A grievance is defined as a complaint by a teacher or teachers represented by the certified bargaining unit, or by the Association alleging there has been a violation of any provision of this Agreement. A “grievant” is the teacher, teachers, or Association making the complaint.
- 5.2 No grievance shall be considered under the grievance procedure covered in this article unless it is presented as provided below and on the forms found in Appendix B of this Agreement.
- 5.3 Failure at any step of this grievance procedure by the administration to communicate a decision on a grievance within the specified time limits, shall permit an appeal of the grievance to the next step.
- 5.4 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of any further appealing of the grievance.
- 5.5 A grievance to be considered under this procedure must be initiated within 21 days of its occurrence in accordance with Article 5.12.
- 5.6 All time limits specified in this procedure shall mean calendar days. Time limits may be altered only by mutual agreement of the administration (for steps one and two) or the board (for steps three and four) and the Association. In the event that any deadline expires on a federal, state or school district holiday or any day other than Monday through Friday, then the expiration shall be deemed to be at the end of the next day that is not a Saturday, Sunday or holiday.
- 5.7 All grievances over which a Principal has no jurisdiction shall be submitted directly to the Superintendent in accordance with Article 5.15. All grievances filed in accordance with this section shall be in writing with a copy submitted to the Chair of the Board.
- 5.8 Aggrieved teachers may be represented at any step of the formal grievance procedure by themselves and by a representative of the Association.
- 5.9 It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.
- 5.10 The District, administration and teachers covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal for participating in any grievance proceeding.
- 5.11 Grievances shall not be made a part of any teacher’s personnel file.

- 5.12 **Informal Resolution.** The parties acknowledge that it is most desirable for the teacher and the principal to resolve problems through free and informal communications. Therefore, within twenty-one days after which the grievant knows, or should have known, of the act or condition on which the grievance is based, the grievant must present the complaint informally to the Principal. If not, the grievance will be considered waived. Grievances that are not satisfactorily settled in an informal way shall proceed to Step 1 of the formal grievance procedure.
- 5.13 **Formal Grievance Procedure.** Step 1. In the event a mutually acceptable resolution of the problem is not reached by the informal step above, a grievance may be submitted to the Principal for formal consideration. Said grievance must be in writing on forms jointly developed by the Association and the District for this purpose and must be submitted within seven days from the conclusion of the informal step. The grievance shall specify:
- a. The specific nature of the violation and the date it occurred.
  - b. The provision(s) of this Agreement that is alleged to have been violated.
  - c. The basis for dissatisfaction with the decisions previously rendered.
  - d. The nature and extent of the injury, loss or inconvenience.
  - e. The remedy that is desired.

The grievance shall be signed by the grievant before being presented to the Principal in Step 1.

- 5.14 The Principal shall act upon the grievance within seven days after receipt at Step 1 and shall communicate a decision in writing to the grievant.
- 5.15 Step 2. If the issue is not resolved after Step 1, the grievance shall, within seven days after receipt of the Principal's decision, be submitted to the Superintendent. The Superintendent shall act upon the grievance within a period not to exceed ten days and shall communicate a decision in writing to the grievant.
- 5.16 Step 3. The grievant, no later than seven days after receipt of the Superintendent's decision, may appeal the Superintendent's decision to the Board. The appeal to the Board must be made in writing, reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The Board shall act upon the appeal within a period not to exceed fourteen days. The Board shall communicate its decision in writing to the grievant and the Association.
- 5.17 Step 4. If a grievance involving a specific provision of this Agreement has not been settled after being fully processed through the above procedure, the Association may submit such grievance to arbitration by giving written notice thereof to the Board no later than fourteen days after the completion of Step 3.

- 5.18 The choice of the arbitrator shall be by mutual agreement of the parties. However, if such agreement has not been reached within ten days after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by either party to either the PERLB or the American Arbitration Association for the selection of an arbitrator in accordance with the rules and procedures of the arbitration service. Any arbitration hereunder shall be conducted in accordance with such rules and procedures, subject to the provisions of the Agreement.
- 5.19 Each grievance shall be separately processed in any arbitration proceeding under this article, unless the parties mutually agree otherwise.
- 5.20 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.
- 5.21 The arbitrator's decision on a grievance initiated by the Association shall be binding on the District and the Association. The parties agree to share equally in the compensation and expenses of the arbitrator.

#### **School District Grievances**

- 5.22 The District, Superintendent, or Principal, shall be entitled to file grievances against the Association involving an alleged violation of any provision of this Agreement. Said grievance shall be submitted in writing to the Association.
- 5.23 If said grievances cannot be resolved between the District and the Association, the District shall be entitled to submit them to arbitration. It shall give the Association written notice thereof not later than fourteen days following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.
- 5.24 If the grievance is not received by the Association within twenty-one days after the District knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived.
- 5.25 The arbitrator's decision on a grievance initiated by the District shall be binding on the District and the Association. The parties agree to share equally in the compensation and expenses of the arbitrator.

ARTICLE VI  
TEACHER EMPLOYMENT AND SALARY

- 6.1 The employment year shall be 189 days for new teachers and 187 days for returning teachers inclusive of the following:
- a) one hundred eighty (180) days of student instruction
  - b) one (1) orientation day before school opens for returning teachers and two (2) additional orientation days before school opens for teachers new to the district
  - c) two (2) days will be used by bargaining unit members during the summer vacation for the purposes of individual lesson planning, classroom preparation, and curriculum, grade level, building, team and departmental planning. Guidelines for the use of this time will be prepared jointly by the Association and the administration in an effort to provide for schedule flexibility and professional accountability
  - d) two (2) curriculum development/coordination/in-service days
  - e) the equivalent of one (1) day for open house for parent orientation to school curricula and services and parent-teacher conferences
  - f) one (1) day at the end of the school year to complete all close-out procedures.
- 6.2 The normal on-site workday for teachers shall begin thirty minutes prior to the beginning of the student day and end fifteen minutes after the close of the student day, said on-site workday not to exceed 7 hours, except that on the ten scheduled Late Start Professional Development days, teachers shall begin work 30 minutes before the normal start of the school day for students and participate in the planned professional development activities, additionally, teachers will not leave the school if any student in his or her class has not left, unless the care of that student is assigned to another school department employee. Said on-site workday not to exceed 7 hours. Teachers shall use this additional time for special help and consultation with pupils or to help in the overall educational program of the school.
- 6.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible educational opportunity to each and every student and that the teacher's responsibility carries beyond the normal school day. Teachers are expected to carry out their professional duties, including faculty meetings, conferences with parents or students, extra help, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration.

- 6.4 Teachers shall receive their individual contracts for the following school year prior to April 20 if the school district budget is approved by the voters at the regular district meeting in March. If the budget is not approved by the voters in March, then teachers will receive their individual contracts no later than the Friday following the third Tuesday in May.
- 6.5 All teachers shall be paid according to the salary schedule in Appendix A. The salary of teachers covered by this Agreement shall be pro-rated at one-one-hundred-eighty-sevenths the appropriate salary level for the number of designated days of employment between the first day of work for teachers in any year and June 30<sup>th</sup> of any such school year, except that teachers new to the system shall work one hundred eighty-nine days, as provided in Article 6.1 of this Agreement.
- 6.6 Placement on the Masters Track for salary purposes after July 1, 1992 shall require the approval of the Superintendent. To become eligible the accredited degree program must be directly related to the mission of the school district and the teacher's assignment. To avoid misunderstandings under this article, teachers are required to submit their proposed program before they begin said program. In making judgments under this article, the Superintendent's approval shall not be unreasonably withheld. The parties agree that this article shall not be applied retroactively to any teacher who is already on the Masters Track or enrolled in such program prior to July 1, 1992.
- 6.7 Salary adjustments for additional graduate credits earned shall be made in the pay period following twenty days notice of the accumulation of additional graduate credits earned and presentation of official transcripts to the Superintendent's office.
- 6.8 In order to advance a step on the salary scale by September 1, full-time teachers must work at least 90 student instructional days during the prior school year. Part-time teachers must work at least the number of student instructional days as well as the number of years shown below in order to advance a step on the salary scale. There are no partial step increases. Teachers contracted for less than 36 days of the 180-day student instructional year are not eligible for step increases.

Number of student instructional days stipulated in the employment contract	180	179-162	161-144	143-126	125-108	107-90	89-72	71-54	53-36
Minimum number of the 180 student instructional days and number of years ( ) a teacher must work to advance on the salary schedule.	90 (1)	85 (1)	80 (1)	75 (1)	70 (1)	65 (1)	60 (1)	45 (1)	30 (2)

- 6.9 All teachers covered by this Agreement shall be paid biweekly in twenty-six (26) equal payments, or upon request, in twenty-one (21) equal payments. The last check issued in June shall include all salary due the teacher.

- 6.10 The District agrees that each teacher will have a continuous 30-minute, duty-free lunch period. Circumstances allowing, up to two teachers may leave school grounds during this time provided that the teacher signs out and in at the office. Others may be allowed to leave at the Principal's discretion.
- 6.11 Each teacher will be allotted \$325 for purchasing classroom supplies. These funds shall be utilized for instructional purposes at the discretion of the teacher. The teacher shall submit all receipts to the Principal. Unused funds at the end of the fiscal year shall revert to the District.
- 6.12 All members of the bargaining unit shall be provided with equivalent unencumbered planning time. Classroom teachers' planning occurs when students are scheduled for art, music, physical education and library, except when substitute teachers cannot be obtained. The administration will make every reasonable effort to obtain a substitute when art, music, physical education, or library teachers are absent.

ARTICLE VII  
TEACHER EVALUATION

- 7.1 The parties agree that effective evaluation of teacher performance is a valuable asset in establishing accountability to the student and the educational community.
- 7.2 Teacher evaluation will be conducted openly and with the full knowledge of the teacher.
- 7.3 When a supervisor prepares and signs an evaluation of a teacher, a copy will be given to the teacher, who will acknowledge receipt thereof in writing. This shall not necessarily be interpreted to indicate the teacher's agreement; if the teacher disagrees with all or any part of the evaluation, the teacher may file written comments in the teacher's personnel file. There shall be no obligation to respond to the teacher's comments and a non-response shall not be interpreted to indicate agreement with the teacher's comments.
- 7.4 If, in the opinion of the administration, a deficiency exists in teacher performance that could lead to termination of employment, the teacher shall be given, in writing, the specific deficiencies, specific suggestions for improvement, and a specific time to correct said deficiencies.
- 7.5 Only matters of procedural due process shall be grievable under Article VII of this Agreement.

ARTICLE VIII  
COMPLAINTS AND PERSONNEL FILES

- 8.1 Except in unusual circumstances, parents, students or other members of the community who have complaints or concerns regarding a teacher shall be instructed to communicate directly with the teacher. Thereafter, if the complaint or concern is not resolved, the complainant may pursue the matter through administrative channels. Under no circumstances shall such complaints or concerns be used to evaluate or discipline a teacher without the teacher being given a timely opportunity to meet and discuss the matter with the complainant and the Principal. Unsubstantiated complaints shall not be placed in the teacher's file.
- 8.2 The teacher upon twenty-four hours notice shall have the right to review and respond to any material filed in that teacher's personnel file with the exception of references that the teacher has waived the right to review. The teacher's written response to any material shall be reviewed by the Principal and/or the Superintendent and attached to the file copy.
- 8.3 A teacher will be notified in advance and may have Association representation present when being warned or disciplined for any serious infraction of rules or deficiency in performance. Discipline shall be reasonably related to the nature of any proven infraction of rules or deficiency in performance. The grounds for any disciplinary action shall be made known to the teacher.

ARTICLE IX  
TEACHER TRANSFERS AND VACANCIES

- 9.1 Teachers who are interested in being assigned to another position for the next school year may make known their interest by submitting a written statement to the Principal on or before March 1. Said teacher(s) shall be contacted by the administration should a vacancy arise in the area of indicated interest. During the summer recess, notice of vacancies shall be emailed to all staff and one hard copy mailed to the Association president. Teachers already employed in the District and who are deemed by the administration to be qualified and appropriately certified for the position will be granted an interview.
- 9.2 Notice of any teaching vacancies, including newly created positions, shall be posted on the bulletin board in the school office for at least five work days prior to the application deadline. The posting shall state the specific position to be filled, starting date, and any other relevant information.
- 9.3 When a position must be filled by reassignment, the District acknowledges the desirability of filling it with a teacher who volunteers for the reassignment. Whenever possible, a voluntary reassignment will be sought. Teachers affected by a possible reassignment will be consulted before the final decision, but the final decision shall be made by the Principal.

ARTICLE X  
REDUCTION IN FORCE

- 10.1 If it is necessary for the District to reduce the number of teachers covered by this Agreement, the following procedure will be utilized as presented in Articles 10.2 through 10.6.
- 10.2 When a reduction in force is being considered by the Board, the President of the Association will be notified in writing by the Superintendent, specifying the nature of the proposed reduction.
- 10.3 Reductions will first be accomplished by attrition through resignations and retirements.
- 10.4 After teachers have been reduced in accordance with Article 10.3 and there still exists a need for reduction, these reductions will be determined by the Superintendent. In identifying teachers to release the Superintendent will consider the following factors:
  - (1) Experience in certified area;
  - (2) Certification(s);
  - (3) Evidence of professional growth, and
  - (4) Performance evaluations.

- 10.5 If there are no clear differences when these factors are applied, then length of unbroken service will be used to make the final determination and the teacher on continuing contract with the least amount of unbroken service shall be laid off first. Length of unbroken service for the purpose of reduction in force shall mean time the teacher has actually engaged in teaching in the District but not including any unpaid leave time granted pursuant to this Agreement. Approved leaves shall not result in loss of previously accrued service. Part-time teachers covered by this Agreement shall accrue unbroken service on a pro-rata basis.
- 10.6 Recall Rights- If a teacher's contract is terminated because of reduction in force, that teacher's name will be placed on a recall list for a period of two (2) years. In order to be maintained on the list the teacher must notify the District annually of a current mailing address. If a position becomes available during that two-year period, and the teacher is certified and qualified to hold that position, the teacher will be notified in writing by registered mail at least thirty (30) days prior to the anticipated date of employment. In determining which teachers to recall, the Board will re-appoint teachers in reverse order of that in which they were laid off. The teacher will accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher will receive a written contract within twenty (20) days of receipt of the teacher's reply. If the teacher does not respond according to procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list. All teachers recalled will return to the school district without losing their unbroken service, sick days or any other benefits accrued at time of separation.

## ARTICLE XI PROFESSIONAL DEVELOPMENT

- 11.1 Teachers will submit requests for course approval prior to enrollment on forms authorized by the District. The Principal shall endorse each request with a recommendation for approval or disapproval. The following prioritized criteria shall be applied by the Principal in reaching a decision:
- (1) Availability of funds in the professional development account;
  - (2) Relevance of the course to the goals and specific needs of the school; and
  - (3) Requirements of the approved growth and professional development plan of the applicant.

Initial payment under this article shall require approval by the Principal and documentation of registration. In order to retain reimbursement, a mark of "B" or better, or a mark of "pass" in a pass/fail course must be received or evidence of satisfactory completion in the case of a workshop or conference. Prepayment will be made within thirty days of documentation of registration. Repayment to the District, in the event a teacher fails to meet the grading standard, shall be made within thirty (30) days of the receipt of the transcript by the Superintendent's office. If repayment is not received within thirty (30) days, the amount to be returned will be deducted from the teacher's pay as determined by the Superintendent.

- 11.2 The Board will budget an amount equal to \$1,000 per Full Time Equivalent each year.
- 11.3 All teachers will receive reimbursement for tuition costs and registration fees for the duration of this agreement for a combination of staff development and graduate courses up to \$625 annually. These amounts will be prorated for part-time teachers added to staff beginning in the school year 1998-1999.
- 11.4 At the completion of the school year, and based on availability of the remaining pooled professional development money, teachers will be reimbursed up to an additional \$1,175. In the event that the pre-approved requests exceed the available funds, then the requests for additional funds will be pro-rated based on the remaining pooled professional development money. The additional reimbursement is subject to Section (1), (2), and (3) of Article 11.1 and will be granted following the submittal to the Principal of evidence of completion of the course and a grade of 3.0 or better out of a 4.0 grading scale.
- 11.5 Teachers will be informed of the following, in writing, each year, by September 30:
- (1) Degrees and credits earned beyond degrees;
  - (2) Staff development clock hours; and
  - (3) Date of renewal of state certification.

## ARTICLE XII LEAVE BENEFITS

- 12.1 **Sick Leave.** Each full-time teacher shall be entitled to fifteen days of paid sick leave per year, pro-rated for part-time teachers, granted at the beginning of each school year, and cumulative to ninety days at the end of the school year. Sick leave shall be available for use in case of illness or disability for the teacher or any member of the teacher's household. Each September, teachers shall be notified in writing of their accumulated sick leave. A teacher may be required to furnish medical proof of illness or disability. Notwithstanding the reference to unpaid leave in Article 12.11, a teacher may use up to eight weeks of accumulated sick leave for the purpose of caring for a newly adopted child.
- 12.2 **Sick Leave Bank.** The District agrees to establish a Sick Leave Bank, hereinafter called the "Bank" to cover teachers in the event of personal extended illness or disability. The Bank shall be administered by a joint Sick Leave Bank Committee, hereinafter called the "Committee," composed of two members of the Association appointed by the President of the Association and a designee of the Board. Each member shall serve for one year and until a successor is appointed. A majority of the members present shall constitute a quorum and a majority vote of those present and voting shall decide all questions.

Each teacher may donate two days from the number of days that the teacher is allowed to accrue in a one-year period to be deposited in said Bank, such days to be deducted from the teacher's annual sick leave.

Each new member of the bargaining unit will be asked if s/he wishes to join the Bank upon being hired. If the number of days in the bank at the time of enrollment exceeds the limit described in paragraph six below, said new employee shall not be denied enrollment and/or access to the Bank.

Only teachers who have chosen to donate to the Bank shall become eligible to request extended benefits from the Bank, after an incapacitating illness or disability of thirty (30) calendar days, provided they have exhausted all of their own accrued sick leave.

Upon presentation of satisfactory medical evidence of disability or illness to the Committee and approval by said Committee, a teacher may be granted up to thirty (30) additional days of sick leave.

Guidelines for application by a teacher to the Committee shall be determined and published by the Committee. In the event the Superintendent questions a recipient's eligibility to receive sick leave benefits from the Bank, the Superintendent may require proof that the recipient is eligible to receive such benefits as well as a physician's certificate certifying to the disability or illness of such recipient.

The total number of days in the Bank shall not exceed, in any one calendar year, a number equal to three days times the number of teachers enrolled. If at the beginning of the school year the Bank exceeds forty-five days, teachers shall not be requested to donate any sick leave days to the Bank. If the Bank drops below thirty days at any time during the school year, each teacher will donate two days to the Bank. However, in no case shall teachers donate more than two days per year to the Bank. The Association will be notified when, because the number of days in the Bank falls below thirty (30), an additional two (2) days is to be taken from members of the bargaining unit who are enrolled as members of the Bank.

No teacher shall be eligible for days from the Bank if the teacher is receiving long-term disability insurance payments.

- 12.3 **Sick Leave Deduction.** For each actual work day a teacher loses after both standard and Bank leave allowances are exhausted, deduction will be made from the teacher's salary in an amount equal to the teacher's per diem rate.
- 12.4 **Personal Leave.** Each full-time teacher shall be entitled to non-accumulated leave of absence with full pay for the following reasons up to a maximum of three days, pro-rated for part-time teachers, in any contract year:
- a. Marriage of the teacher, the teacher's mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or child(ren), or the same step relatives.
  - b. Graduation exercises of the teacher, the teacher's spouse or the teacher's children.
  - c. Required appearance in court.

- d. Observance of a nationally recognized religious holiday of the religion practiced by the teacher.
- e. Compelling personal business that cannot be accomplished outside the school day.

All leaves of absence referred to in Article 12.4 are subject to the following conditions:

- a. Except as provided in paragraph b. below, the teacher shall not be required to state the reason for personal leave, but only that it meets the requirements of Article 12.4.
- b. Teachers requesting a personal day immediately preceding or following a holiday or vacation period must provide the Principal with the specific reason the personal day is being requested. No paid personal days will be granted for the purpose of extending the holiday or vacation period, or if the reason for requesting the day could be scheduled on another day. An unpaid personal leave day may be granted. The Superintendent shall have the power to grant exceptions in special circumstances to this restriction.
- c. Except in emergency situations, at least 72 hours notice shall be given in requesting a personal day through the Principal. Lacking such notice the absence will be considered unauthorized and the teacher's pay will be deducted at the per diem rate applicable to that teacher.

12.5 **Bereavement Leave.** The teacher shall be granted a maximum of three paid leave days per death in the immediate family. Immediate family shall be interpreted as spouse, and the teacher's or spouse's mother, father, brother, sister, children, grandchildren, and grandparents. The teacher may take one paid day per death to attend to funeral of any close friend or other relative. Unused bereavement leave shall not be cumulative. Additional days may be granted by application to the Superintendent.

12.6 **Professional Leave.** Each teacher is eligible for paid professional leave to attend workshops and other educationally related activities, subject to the following approval process:

A teacher must submit a written application to the principal at least seven school days prior to attending an activity that requires the teacher to be absent during the normal work week. Based on the circumstances, the principal may grant exceptions to this requirement. Any request for District funds shall be made at the same time. Attendance at an activity during out-of-school time that involves an expenditure of District funds must be approved in advance. The teacher shall be notified of the approval or denial of the application at least one day prior to the start of the activity.

12.7 **Association Business.** The Association President or designees shall be entitled to a total of no more than three days for paid leave annually for Association business. Unused days shall not be cumulative and in no event shall the president or his or her designee together use more than a total of three days of paid leave each school year for Association business.

- 12.8 **Jury Duty.** Upon presentation of a court subpoena, a teacher shall be allowed to leave for witness or jury service. The teacher will receive as pay from the District the difference between the pay for jury duty and/or witness fee and the District's pay for such jury duty and for attendance in court as a witness in connection with her or his duties as a teacher.

Compensation will be issued at the per diem rate for teachers to appear at court on school related matters when school is not in session. A minimum of ½ day payment will be issued.

- 12.9 **Military Leave.** A teacher on military leave during the school year will be paid the difference between the teacher's contract salary and military pay, if lower, when duty cannot be deferred until the summer. The teacher will be returned to a teaching position at the conclusion of military leave.

- 12.10 **Unpaid Leave.** Upon written application to the Superintendent, the Board will grant requests for extended leaves of absence up to one year, without pay or benefits, for child-rearing and family care (the term "family" includes spouse, mother, father, children, brother, or sister, through natural relation, adoption and marriage).

To be eligible for such leave, the teacher must have taught in the District for a minimum of two years. Extensions, renewals, or modifications of leaves may be granted upon the teacher's written request to the Superintendent and the Superintendent's recommendation to the Board and subsequent Board approval.

When a teacher requests a leave of absence in anticipation of disability, the teacher shall inform the District, through the Superintendent, of the beginning and anticipated ending dates as soon as possible.

A teacher's physical condition, as determined by a physician, may warrant an extension or earlier termination. The District will require a physician's certificate as evidence of the disability and submission of appropriate medical evidence of fitness to return from such leave.

Upon agreement of the insurance carrier, any teacher who is on authorized unpaid leave may be permitted to continue health, dental, and life insurance benefits provided under this contract at the teacher's request and sole expense, on condition that the teacher remit the full monthly premium by check payable to the HealthCare Provider no later than the 15<sup>th</sup> day of the month preceding the month the premium is due. In the event the teacher fails to remit the premiums due after receiving one written notice of payment due, the benefits provided by Articles 14.1, 14.7, and 14.10 shall terminate immediately without further payment-due notices to the teacher and the teacher may not be re-enrolled in the group insurance plan for which the premiums were being paid until the teacher returns to active service.

ARTICLE XIII  
SABBATICAL LEAVE

- 13.1 **Sabbatical.** Upon recommendation by the Superintendent, sabbatical leaves may be granted to a teacher, by the Board, for study that will enhance both the school system and the teacher, subject to the following conditions:
- a. The teacher has completed at least seven full school years of service in the District.
  - b. One teacher may be granted sabbatical leave in each two-year period, subject to the appropriation of sufficient funds.
  - c. Application for sabbatical leave must be in the Superintendent's office not later than November 15<sup>th</sup> for the following school year. The application shall be in the form of a detailed summary of the project to be undertaken during the sabbatical year.
  - d. Sabbatical leave will be granted to teachers who enroll in an accredited college or university and are engaged in a formal program leading to a specialization that is needed by the District. Requests for sabbatical leave on a basis other than a formal program also shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. Such requests must contain significant rationale, setting forth the value of such leave to the District.
  - e. Decisions granting sabbatical leave will be made by the Board no later than January 1, at which time an eligibility list will be established for those with acceptable proposals not immediately granted such leave. Teachers must accept or refuse the leave by January 31. When a teacher refuses a sabbatical leave, the next teacher on the eligibility list shall be offered the leave.
  - f. Funds to support a Board-approved sabbatical leave shall be included in the budget. However, the Board reserves the right to rescind its approval in the event the operating budget is reduced at an annual or special school district meeting or some other financial emergency arises. In the case of rescission because of a financial emergency, the District shall reimburse the teacher for any pre-paid expenses.
  - g. Compensation for a teacher on full-year sabbatical leave shall be at one half the annual salary of the year in which the sabbatical leave is taken.
  - h. A full-year sabbatical shall count as one year of teaching experience on the salary schedule. If qualified, the returning teacher may advance to a higher salary track.
  - i. All fringe benefits will be retained during the leave with the exception of course reimbursement and accumulated sick leave days that will resume when the teacher returns to full-time teaching.
  - j. As a condition of receiving final approval for a sabbatical leave, a teacher must file with the Superintendent the provided contract Agreement that stipulates the teacher's return to the Mont Vernon Village School for a period of two years after the expiration of the sabbatical leave. If the teacher leaves before completion of the above requirement, the teacher must repay the District an amount of salary and benefits prorated to the remaining service. Repayment may be deferred only when physical disability is incurred or by mutual consent of the parties involved.
  - k. After having received a sabbatical leave, a teacher may apply for a second leave only after seven additional full school years of service in the District.

- l. A written report on the sabbatical leave shall be submitted to the Superintendent and the Board upon the completion of the leave.

ARTICLE XIV  
INSURANCE BENEFITS

- 14.1 **Health Insurance.** The District shall provide, upon the teacher's request, the benefits of individual, two-person, or family coverage in the School Care health insurance plan sponsored by the New Hampshire School Health Care Coalition or comparable insurance plan.

The teacher may elect one of two types of health insurance coverage under the plan:

- (1) Health Maintenance Organization (HMO)
- (2) Point of Service (POS)

The economic benefit is pro-rated.

- 14.2 The District retains the exclusive right to select any and all insurance carriers, provided no waiting periods or limitations on pre-existing conditions are imposed by the new carrier.
- 14.3 From July 1, 2009 to June 30, 2012, the District shall contribute to the health insurance plan, set forth in Article 14.1, a sum equal to the following:

- 75% of the premium charged for a single membership
- 75% of the premium charged for a two-person membership
- 75% of the premium charged for a family membership

The percentage of the premium the District contributes to the health insurance plan of a part-time teacher shall be prorated.

Example: 40 percent part-time teacher  
District contributes  $75\% \times 0.4 = 30\%$

- 14.4 The group health insurance of any teacher terminating employment with the District for whatever reason - resignation, retirement, lay-off, discharge or unpaid leave of absence - shall expire on the last day of the month following the month the teacher terminates employment with the District, except that the group health insurance of teachers terminating their employment with the District at the conclusion of the school year shall expire on August 31 unless the teacher elects to transfer or terminate such insurance sooner or accepts another position.
- 14.5 Upon retirement the teacher may continue participation in the District's group plan subject to applicable State law. The teacher shall be responsible for full payment of the premium.

- 14.6 Any full-time teacher electing no health insurance coverage shall receive a cash reimbursement of \$1,000 for that year. Part-time teachers are not eligible for this economic benefit.
- 14.7 **Dental Insurance.** The District shall contribute on a pro-rata basis to the Delta Dental Plan coverage A (100%), B (100%), C and D (50%), or the equivalent, a sum equal to the following:
- 100% of the premium charged for single membership
  - 80% of the premium charged for two-person or family membership or
  - 100% of the single premium, whichever is greater.
- 14.8 **Long-Term Disability.** The District shall provide the following schedule for long-term disability income benefits to teachers covered by this Agreement:
- Monthly Benefit - 66 2/3% of salary less customary offsets.
  - Maximum Monthly Benefit - \$3,000.00
  - Elimination Period - accumulated sick leave or 90 consecutive calendar days, whichever is greater.
- 14.9 The difference between the District's maximum contribution set forth in Articles 14.3 and 14.7 and the actual cost to the Board to provide the coverage selected by a teacher will be payroll deducted.
- 14.10 **Term Life Insurance.** The District shall provide a \$50,000 term life insurance policy for all teachers covered by this Agreement for the contract period, except that the premium shall be pro-rated for part-time teachers added to the staff beginning in school year 1998-1999.
- 14.11 In the event that an employee is injured and is collecting workers' compensation insurance, the District will pay to said teacher the difference between the workers' compensation and that teacher's contracted daily rate.
- 14.12 **Vandalism Coverage.** In the event of theft or damage to a teacher's vehicle during a school-related activity which the teacher is required or requested by the administration to attend, the teacher will be reimbursed a sum equal to the teacher's automobile insurance deductible or \$250, whichever is less. The reimbursed amount shall not exceed \$250 per incident. The District will pay individual losses up to the cumulative total of \$1,000 per year.

ARTICLE XV  
RECOGNITION OF SERVICE

- 15.1 A teacher who is eligible for benefits under the N.H. State Retirement System will be entitled to a one-time recognition of service payment if:
- a. The teacher has completed the equivalent of at least ten (10) years of full-time teaching in Mont Vernon; and
  - b. On or before November 1 of the year preceding the final teaching year, the teacher submits notification to the Board of intent to retire.

The Board will consider no more than two (2) teachers for retirement in any one year.

A teacher who has submitted a notice of intent to retire, must confirm this decision to retire no later than January 15 of the year preceding retirement.

This methodology for compensation was adopted with the understanding that no compensation will be granted to teachers for unused sick leave/personal days except as provided by Article 12.5.

The teacher must be a member of the Mont Vernon Village School Staff at the time of retirement. The salary adjustment for recognition of service is payable at the end of the final year of employment.

Notwithstanding any other provision in this Agreement, the amounts otherwise payable to an employee under this Agreement shall be delayed at least 120 days, but no more than 150 days, after the employee's retirement in such amount as necessary to prevent the School District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 IIIa.

The recognition of service payment will be calculated as followed:

<b>Full-Time Equivalent Years</b>	<b>Recognition for Service Factor</b>
10	0.1080
11	0.1215
12	0.1350
13	0.1485
14	0.1620
15	0.1755

16	0.1890
17	0.2052
18	0.2214
19	0.2376
20	0.2538
21	0.2700
22	0.2862
23	0.3024
24	0.3240
25	0.3456
26	0.3672
27	0.3888
28	0.4104
29	0.4320
30	0.4536

- 15.2 Teachers with 10 or more years of service to the Mont Vernon Village School who have been on the top step for at least one year shall receive an annual non-cumulative longevity payment in the amount of \$750. The award amount shall be pro-rated for part-time teachers added to the staff beginning in school year 1998-1999.

ARTICLE XVI  
PAYROLL DEDUCTIONS

- 16.1 Annually, on or before October 1, the Association shall submit to the Superintendent's office a list of bargaining unit members for whom Association membership dues or Association representation fees are to be deducted from payroll. Each employee who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member after that date shall continue membership during the duration of this Agreement; provided, however, that a teacher may, in writing withdraw from membership in the Association within 15 calendar days of each yearly anniversary date of this Agreement. Notification of withdrawal shall be made to the Association and the Association shall promptly notify the Superintendent's office. The Association shall also indicate whether an Association representation fee shall be deducted from the salary of the teacher who is not a member of the Association. The District agrees to deduct these

specified dues and fees from the salaries of teachers and to forward such deductions to the Association treasurer within five working days from the issuance of payroll checks. Thereafter, the District shall be held harmless in all claims in connection therewith. Payroll dues and fees deductions shall begin no later than the first pay period in November and end with the last pay period in May. If a teacher leaves the District before full dues or fees authorized have been deducted, the balance shall be collected by the District from the teacher's final pay check.

- 16.2 As exclusive representative, the Association shall not preclude from membership any person in the unit described in Article I. The Association will represent equally all persons described in Article I without regard to membership in, participation, or activities in the Association. The Association representation fee charged to teachers who do not join the Association shall be less than actual Association membership dues. Moreover, NEA-NH shall annually inform each non-member teacher of the percentage of local, state, and national dues owed as well as the teacher's right to appeal the representation fee amount.
- 16.3 Upon authorization of the teacher, the District agrees to transmit payroll deductions to annuity companies, credit unions, and the United Way. Thereafter, the District shall be held harmless in all claims in connection therewith.

#### 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 Mont Vernon School Board Chairperson, c/o Superintendent of Schools, SAU #39, Amherst, NH 03031.
- 17.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the Mont Vernon Education Association, c/o the President's current address. Notice will be delivered via US Postal Service or hand delivered.
- 17.3 By written notice either party may change the address to which future written notices shall be sent.

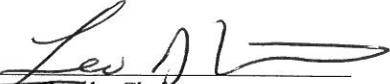
#### ARTICLE XVIII DURATION OF AGREEMENT

- 18.1 This Agreement (Articles I through XVIII and Appendices A through D) shall become effective on July 1, 2009, and shall continue in full force and effect through June 30, 2012.
- 18.2 All cost items contained in this Agreement, in modifications thereto, or in a successor agreement are subject to voter approval of the necessary funds which the District shall make a good faith effort to secure. Lacking voter approval, said cost items will be funded by the District at the level of the then previous school year until a modified or successor agreement is ratified and funded by the District.

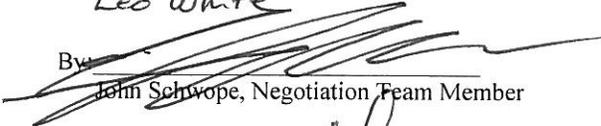
18.3 **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be ratified by their respective chairperson/president on this 14 day of May 2009.

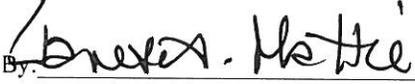
MONT VERNON SCHOOL DISTRICT  
BY THE MONT VERNON SCHOOL BOARD

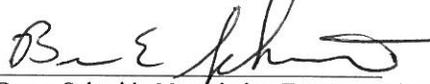
MONT VERNON EDUCATION  
ASSOCIATION

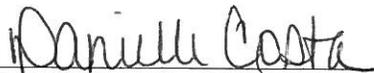
By:   
Jayson Darula, Chairperson  
*Leo White*

By:   
Gretchen Dunn, President

By:   
John Schwoppe, Negotiation Team Member

By:   
Janet Mattie, Negotiations Committee

By:   
Bruce Schmidt, Negotiation Team Member

By:   
Danielle Costa, Negotiations Committee

By:   
Mary Jennings, Superintendent of Schools

By:   
Karin Alger, Negotiations Committee

**APPENDIX A  
SALARY SCHEDULE  
2009 - 2010**

Step	[BA]	[BA+15]	[BA+30/MA]	[MA15]	[MA+30]
0	32,505	33,988	35,470	36,953	38,436
1	33,988	35,470	36,953	38,436	39,918
2	35,470	36,953	38,436	39,918	41,401
3	36,953	38,436	39,918	41,401	42,884
4	38,436	39,918	41,401	42,884	44,366
5	39,918	41,401	42,884	44,366	45,849
6	41,401	42,884	44,366	45,849	47,332
7	42,884	44,366	45,849	47,332	48,814
8	44,366	45,849	47,332	48,814	50,297
9	45,849	47,332	48,814	50,297	51,780
10	47,332	48,814	50,297	51,780	53,262
11	48,814	50,297	51,780	53,262	54,745
12	50,297	51,780	53,262	54,745	56,228
13	51,780	53,262	54,745	56,228	57,710
14	53,262	54,745	56,228	57,710	59,193
15	54,745	56,228	57,710	59,193	60,676

**2010 - 2011**

	[BA]	[BA+15]	[BA+30/MA]	[MA15]	[MA+30]
0	32,993	34,498	36,002	37,507	39,013
1	34,498	36,002	37,507	39,013	40,517
2	36,002	37,507	39,013	40,517	42,022
3	37,507	39,013	40,517	42,022	43,527
4	39,013	40,517	42,022	43,527	45,031
5	40,517	42,022	43,527	45,031	46,537
6	42,022	43,527	45,031	46,537	48,042
7	43,527	45,031	46,537	48,042	49,546
8	45,031	46,537	48,042	49,546	51,051
9	46,537	48,042	49,546	51,051	52,557
10	48,042	49,546	51,051	52,557	54,061
11	49,546	51,051	52,557	54,061	55,566
12	51,051	52,557	54,061	55,566	57,071
13	52,557	54,061	55,566	57,071	58,576
14	54,061	55,566	57,071	58,576	60,081
15	55,566	57,071	58,576	60,081	61,586

**APPENDIX B  
GRIEVANCE FORMS**

**STEP 1**

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

TO: \_\_\_\_\_  
(Name of Principal)

MONT VERNON SCHOOL DISTRICT  
Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Teacher

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date Filed

---

Date of Occurrence: \_\_\_\_\_

Statement of Grievance (Describe specific violation; Identify provision(s) of Agreement allegedly violated; State reason for dissatisfaction previously rendered decisions; Describe the nature and extent of the injury, loss or inconvenience):

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

Remedy Sought:

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

Answer given by Principal:

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

Position of Grievant:

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

**APPENDIX B (Continued)**

**STEP 2**

Date received by Superintendent: \_\_\_\_\_

Answer given by  
Superintendent: \_\_\_\_\_

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

Position of Grievant:

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

**STEP 3**

Date submitted to Mont Vernon School Board: \_\_\_\_\_

Answer given by Mont Vernon School Board:

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

Position of Grievant:

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

**APPENDIX C**  
**MEMORANDUM ON TEACHER EVALUATION PROCEDURES**

Current teacher evaluation procedures will remain in effect until a majority of the Association and the Board agree on revised procedures. Either party may request that teacher evaluation procedures be studied and this request will be honored.



Board Representative

5/24/09

Date



Association Representative

6/30/09

Date

APPENDIX D

STIPEND SCHEDULE  
2009 – 2010

Stipend	# of EE	Payment	Total
Chorus	1	\$600	\$600
Yearbook	2	\$120	\$240
Student Council	2	\$120	\$240
Teacher Mentors	2	\$300	\$600
Newspaper Club	1	\$120	\$120
CFG Coaches (\$1556 per coach)	5	\$1556	\$7780
Camp – 150% of base per night (base BA step 0 = \$32,505)	2	\$1043	\$2086
Curriculum Coordinator – 5% of base (base BA step 0 = \$32,505)			
Curriculum Coordinator - Math	1	\$1625	\$1625
Curriculum Coordinator – SS	1	\$1625	\$1625
Curriculum Coordinator - Science	1	\$1625	\$1625
Curriculum Coordinator – LA	1	\$1625	\$1625

APPENDIX D (Continued)

STIPEND SCHEDULE  
2010 – 2011

Stipend	# of EE	Payment	Total
Chorus	1	\$600	\$600
Yearbook	2	\$120	\$240
Student Council	2	\$120	\$240
Teacher Mentors	2	\$300	\$600
Newspaper Club	1	\$120	\$120
CFG Coaches (\$1556 per coach)	5	\$1556	\$7780
Camp – 150% base per night (base BA step 0) (base BA step 0 = \$32,993)	2	\$1058.50	\$2117
Curriculum Coordinator – 5% of base (base BA step 0) (base BA step 0 = \$32,993)			
Curriculum Coordinator - Math	1	\$1650	\$1650
Curriculum Coordinator – SS	1	\$1650	\$1650
Curriculum Coordinator - Science	1	\$1650	\$1650
Curriculum Coordinator – LA	1	\$1650	\$1650

APPENDIX D (Continued)

STIPEND SCHEDULE  
2011 – 2012

<b>Stipend</b>	<b># of EE</b>	<b>Payment</b>	<b>Total</b>
Chorus	1	\$600	\$600
Yearbook	2	\$120	\$240
Student Council	2	\$120	\$240
Teacher Mentors	2	\$300	\$600
Newspaper Club	1	\$120	\$120
CFG Coaches (\$1556 per coach)	5	\$1556	\$7780
Camp – 150% base per night (base BA step 0) (base BA step 0 = \$33,488)	2	\$1074.50	\$2149
Curriculum Coordinator – 5% of base (base BA step 0) (base BA step 0 = \$33,488)			
Curriculum Coordinator - Math	1	\$1674	\$1674
Curriculum Coordinator – SS	1	\$1674	\$1674
Curriculum Coordinator - Science	1	\$1674	\$1674
Curriculum Coordinator – LA	1	\$1674	\$1674