

COLLECTIVE BARGAINING AGREEMENT

between the

NEW CASTLE SCHOOL BOARD

and the

NEW CASTLE TEACHERS ORGANIZATION

JULY 1, 2016

through

JUNE 30, 2021

School Administrative Unit Number Fifty
48 Post Road
Greenland, New Hampshire 03840-2313

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PREAMBLE

This agreement is between the New Castle School Board, hereinafter called the Board, and the New Castle Teachers, hereinafter called the Organization.

ARTICLE 1

RECOGNITION

- For the purpose of this Collective Bargaining Agreement (CBA), the Board recognizes the New Castle Teachers' Organization as the exclusive representative of all professional employees of the New Castle District. 1-1.0
- Professional employees shall include any individual employed by the New Castle School District, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification or licensure of professional school personnel, EXCEPT that the term does not include superintendents, assistant superintendents, curriculum coordinators, directors of pupil services, special education coordinators, building principals, assistant building principals, business administrators, or persons employed by the New Hampshire Board of Education or who teach less than fifty percent (50%) of the time per week. 1-1.1
- The New Castle Teachers' Organization agrees to represent equally all such professional employees included in this CBA, designated above, without discrimination and without regard to membership in the New Castle Teachers' Organization. 1-1.2
- For the duration of the Agreement the Association shall include those individuals now, or hereafter, who perform the duties or functions of the employees included in the Association defined in Article 1-1.0 of this Agreement. 1-1.3
- Definitions (as used in this Agreement): 1-2.0
- Administration refers to the executive authority and responsibility vested by the Board and the State in the office of the building principal, special education coordinator, assistant superintendent, curriculum coordinator, director of pupil services, business administrator, and the superintendent of schools. 1-2.1
- This Agreement, herein after called the Agreement, is between the New Castle School Board, hereinafter called the Board, and the New Castle Teachers' Organization, hereinafter called the Association and refers to the Collective Bargaining Agreement (CBA) as agreed to between the Board and the Association. 1-2.2
- The Association means the collective bargaining unit referred to as the New Castle Teachers' Organization. 1-2.3
- Board, means the collective individuals legally referred to as the New Castle School Board elected by the residents of the New Castle School District. 1-2.4
- Building principal, as used in the Agreement, means the responsible administrative head of her/his respective school. 1-2.5
- Contract refers to the individual employment agreement as signed by the teacher as referenced in Appendix "B". 1-2.6
- Day, shall refer to calendar days, and shall exclude Saturdays, Sundays and legal holidays. 1-2.7

<u>District</u> refers to the New Castle School District only.	1-2.8
<u>Employee</u> , means a person employed by the Board, included in the Association defined in Article 1-1.0 of this Agreement.	1-2.9
<u>Faculty representative</u> , means the Association's faculty representative or her/his teacher designee. However, s/he shall be part of the Association defined in Article 1-1.0.	1-2.10
<u>Full time employee</u> refers to a teacher who is employed by the District and meets the requirements of Article 1-1.0, 9-4.0 and 10-1.0.	1-2.11
<u>Grievance</u> means an alleged violation, misinterpretation or misapplication with respect to one or more public employees, of any provision of an agreement reached under this chapter as defined by RSA 273-A:1,V.	1-2.12
<u>Non-teaching duties</u> shall mean duties not related to the direct supervision or instruction of students.	1-2.13
<u>Part time employee</u> refers to a teacher who is employed by the District and meets the requirements of Article 1-1.0 but not the requirements of Articles 9-4.0 or 10-1.0. Part time teachers working 50% or more shall be entitled to benefits in the same ratio as the time the teacher works compared to a full time teacher as defined in Article 9.	1-2.14
<u>Primary classroom teacher</u> refers to a grade K through 6 core teacher. These teachers include teachers who are assigned the math, English/language arts, science and/or social studies for a single grade or multiple grades.	1-2.15
<u>Reduction in Force</u> is when the School District finds it necessary to reduce the total number of certified employees.	1-2.16
<u>School</u> means any work location or functional division maintained by the Board where instruction is offered to the students enrolled in the District.	1-2.17
<u>School days</u> shall refer to days when school is officially in session as designated on the District's approved calendar. The term school day(s), shall also include all professional development day(s) as designated by the Superintendent of Schools or his/her designee.	1-2.18
<u>Superintendent of Schools</u> shall refer to the executive administrative head responsible for the education of students in the District.	1-2.19
<u>Teacher</u> means any State of New Hampshire certified or licensed staff member employed by the Board, included in the Association defined in Article 1-1.0 of this Agreement.	1-2.20
<u>Right to Reason</u> shall mean a teacher, as defined by RSA 189:14-a:	1-2.21
(a) 1-2.22: The teacher has taught for five (5) consecutive years or more in any school district in the state and has taught for three (3) consecutive years or more in the teacher's current school district; or	
(b) 1-2.23: Before July 1, 2011, the teacher taught for three (3) consecutive years or more in any school district in the state and taught for two (2) consecutive years or more in the teacher's current school district.	

Whenever the singular is used in the Agreement, it is to include the plural when applicable. 1-3.0

All reference to employees in this Agreement is intended to designate both sexes. 1-3.1

ARTICLE 2

NEGOTIATION PROCEDURE

- Not later than October 15th of the year preceding the expiration of this agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party concerning salaries, fringe benefits and other areas covered by this agreement. Any agreement reached which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the voters. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Organization shall resume negotiations regarding the matters affected, thereby, in accordance with the provisions of this agreement. 2-1.1
- The Board shall make available to the Organization information that the Board is required by law to release to the general public. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist in negotiations. 2-1.2
- If, within sixty (60) days prior to the budget submission date, the parties fail to reach agreement on any matters that are the subject of negotiation, either party may declare an impasse. In the event of an impasse, either party may request the appointment of a mediator for the purpose of assisting it in reconciling its differences and resolving the controversy on terms that are mutually acceptable. 2-2.1
- A mutually agreeable person shall serve as mediator under this agreement. If, for any reason, it is impossible for the named mediator to serve, the parties will select an alternate, and if not possible, then the parties will select a mediator from a panel presented by the American Arbitration Association. The mediator will meet with the parties, or their representatives, or both, forthwith, either jointly or separately, and will take such other steps as s/he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. If the dispute is not resolved prior to February 15th, the mediator shall recommend terms of settlement regarding the disputed matters submitted to him/her. Said recommendations will be advisory only and shall be made within thirty (30) days of his/her appointment. Either the Board or the Organization may make such findings and recommendations public if no agreement is reached within ten (10) days after their receipt from the mediator. 2-2.2
- Fact-finding may be requested by either party after February 15th. The fact-finder may be a different, mutually agreed upon person, who shall make findings of fact and recommend terms of settlement regarding the disputed matters submitted to him/her. If the parties cannot agree on a fact-finder, the fact-finder shall be selected from a list maintained by the American Arbitration Association. Said recommendations shall be advisory only and shall be made within thirty (30) days of his/her appointment. 2-2.3
- The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses, will be shared equally by the Board and the Organization. 2-3.0

ARTICLE 3

GRIEVANCE PROCEDURE

Definition:

3-1.0

A “grievance” shall mean a complaint by an employee or group of employees of the public school system, as defined in Article 1; that there has been, to him/her or them, a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this agreement governing employees. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the employee should have known of its occurrence.

3-1.1

All information pertaining to the grievance shall be made available to the teacher.

3-1.2

Procedure:

3-2.0

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the Board level. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3-2.1

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

3-2.2

Any employee who has a grievance shall discuss it first with his/her principal (or immediate superior, if applicable) in an attempt to resolve the matter informally at that level.

3-3.0

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he shall set forth his/her grievance in writing to the principal specifying: [a] the nature of the grievance and date occurred; [b] the nature and extent of the injury, loss or inconvenience; [c] the results of previous discussions; [d] his/her dissatisfaction with decisions previously rendered. The principal shall communicate his/her decision to the employee within five (5) school days of receipt of the written grievance.

3-4.0

The employee, no later than five (5) school days after receipt of the principal’s decision, may appeal the Principal’s decision to the superintendent of schools. The appeal to the superintendent must be made in writing; reciting the matter submitted to the principal as specified above, and the employee’s dissatisfaction with decisions previously rendered. The superintendent shall meet with the employee to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days. The superintendent shall communicate his/her decision in writing to the employee and the principal or the immediate superior, within ten (10) school days.

3-5.0

- If the grievance is not resolved to the employee's satisfaction, s/he may, no later than five (5) days after receipt of the Superintendent's decision, request a review by the Board. The request should be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the employee within thirty (30) school days. A decision in writing shall be rendered within ten (10) calendar days of the hearing with the employee. 3-6.0
- If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and s/he wishes review by a third party, s/he shall so notify the Organization within ten (10) school days of receipt of the Board's decision. If the Organization determines that the matter should be reviewed further, it shall, in writing, so advise the Board, through the superintendent, within twenty (20) school days of receipt of the Board's decision. The parties will then initiate a request for arbitration under the procedure set forth herein. 3-7.0
- No matter shall be considered a proper subject for arbitration, or be subject to the arbitration provision set forth herein, if it pertains to [a] any matter for which a specific method of review is prescribed by law or [b] any rule or regulation of the State Commissioner of Education or [c] any bylaw of the Board pertaining to its internal organization or [d] any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone or [e] a complaint of a non-tenure teacher which arises by reason of his/her not being re-employed or [f] a complaint by any certificated personnel, occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure is not possible or not required. 3-7.2
- Such request can be honored only if the Organization waives the right, if any, in writing of said Organization to submit the underlying dispute to any other administrative or judicial tribunal, except for the purposes of enforcing the arbitrator's award. 3-7.3
- Procedure for securing the services of an arbitrator: 3-8.0
- A request shall be made of the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question. 3-8.1
- If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names. 3-8.2
- If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. 3-8.3
- Neither the Board nor the Organization will be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party. 3-8.4
- The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. S/he may add nothing to, nor subtract nothing from, the agreement between the parties. The findings of the arbitrator shall be final and binding. Only the Board, and the 3-8.5

aggrieved and his/her representative, shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

Rights of teachers to representation:

3-9.0

An aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by the Organization, or by a representative selected or approved by the Organization.

3-9.1

When a teacher is not represented by the Organization in the processing of a grievance, the Organization shall, at the time of submission of the grievance to the principal or any higher level, be notified by the superintendent that the grievance is in process. The Organization shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance, and shall receive a copy of all decisions rendered.

3-9.2

As in the past, the Board and the Organization shall assure the individual his/her freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.

3-9.3

Costs:

3-10.0

Each party shall bear the total cost incurred by itself.

3-10.1

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs shall be shared equally.

3-10.2

If the parties disagree as to the meaning or interpretation of any of the provisions of the agreement, either party may utilize the grievance procedure set forth in Article 3 in order to resolve said dispute.

3-11.0

If, in the judgment of the parties, a particular grievance shall affect a group of teachers, the Organization may join in the processing of the grievance and become a party thereto.

3-12.0

Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance, but only that the parties view such action as an expeditious means of resolving said grievance.

3-13.0

All documents, communications, and records dealing with the processing of a grievance may be filed, provided, however, that such documents, communications, or records, shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed, or the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the employee.

3-14.0

ARTICLE 4

PEACEFUL RESOLUTION OF DIFFERENCES

The Organization and the Board agree that any differences between the parties on matters relative to the agreement shall be settled by the means herein provided. The Organization, in consideration of this agreement and its terms and conditions shall not, during the term of this agreement, engage in or condone any strike, work stoppage, or other concerted refusal to perform any assignment on the part of any employee(s) hereunder, nor shall the Board sponsor any lockouts.

4-1.0

ARTICLE 5

ORGANIZATION RIGHTS

- There shall be no reprisals taken against any teacher by reason of his/her membership in the Organization; participation in its lawful activities. Nor shall reprisals be taken against a teacher as a result of his/her processing of a grievance. 5-1.0
- The Board shall, upon request, make available to the Organization, Board information that is in the public domain. The Board also, from time-to-time, may make available additional pertinent Board information not in the public domain. 5-2.0
- The Board agrees to make available to the chairperson of the Organization, one (1) copy of the agenda and minutes of the Board's meetings. 5-3.0
- The Organization shall have the right to place notices, circulars and other material in teacher's mailboxes provided that such materials shall not relate to any local, state, or national political matter of a non-educational nature or any partisan political electioneering matter. 5-4.0
- The chairperson of the Organization shall take all reasonable steps to insure that any information which is placed in teacher's mailboxes shall not be slanderous, libelous or in any way flagrantly harmful to the school, its professional staff or any other individual or group, either personally or as a group. Materials, circulars and notices being placed in teacher's mailboxes by members of the Organization shall be in good taste. 5-4.1
- Those complaints regarding a teacher, made to any member of the administration by any parent, student, or other person, who may be used in any manner in evaluating the teacher, shall be promptly investigated. 5-5.0
- It shall be the responsibility of the administrator to inform the teacher in question, and obtain the teacher's opinion of the situation, if it appears to be a complaint of such magnitude that it may eventually be placed in the teacher's file. The teacher shall be given an opportunity to respond to, and/or rebut those complaints, which as a result of the investigation, shall become part of his/her file. 5-5.1
- The teacher shall acknowledge that s/he has had the opportunity to review such complaint by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. 5-5.2
- The teacher shall also have the right to submit a written answer to such material and his/her answer be reviewed by the superintendent, or his/her designee, and attached to the file copy. 5-5.3
- All documents shall be filed; signature notwithstanding, and such action shall be so indicated by the supervisor. 5-5.4
- The unit shall be informed if any employee, described in the unit in Article 1, refuses to sign derogatory or evaluation material that is being placed in his/her file. 5-5.5
- Each teacher shall be entitled to knowledge of and access to School Administrative Unit records and reports of competence, personal character and efficiency, maintained in his/her personnel file 5-6.0

with reference to evaluation of his/her performance in such school district. No document to which an individual has not been given access shall be utilized against the individual.

In the event that the Board, or administration, removes from the teacher's file materials which it deems to be confidential (i.e. letters of recommendation for original employment) a dated notation shall be placed in the file stating what material(s) has been removed. 5-6.1

Upon at least one (1) school days' notice, each teacher shall have the right to review and reproduce material in his/her file to which s/he is entitled. 5-6.2

The teacher shall have the right to answer any material filed, and his/her answer shall be reviewed by the superintendent and the answer shall be attached to the file copy. 5-6.3

Reproduction of such material may be made by hand, or on a cost basis by copying machine, if available. The cost of reproduction will be equal to the cost incurred by the school district. 5-6.4

The Board agrees to deduct from the salaries of its employees dues for the local Organization, the New Hampshire Education Association and the National Education Association, as said teacher individually and voluntarily authorizes the Board to deduct and to transmit the moneys promptly to the education association. 5-7.0

Eighteen (18) equal deductions are to be made starting with the second pay day in October. 5-7.1

The Board agrees to provide copies of this Agreement to all teachers employed. 5-8.0

ARTICLE 6

BOARD RIGHTS

- The Board is the legal entity endowed with the powers and duties to effectively operate the public schools. 6-1.0
- The Board retains, subject only to the language of this Agreement, all powers, right, and authority vested in it by laws, rules, and regulations including but not limited to: the right to make and amend Board policy, manage and control school properties and facilities, hire, supervise and oversee the Superintendent of Schools and his/her actions and responsibilities, determine, manage, and control the school curriculum, take such action as it deems necessary to maintain efficiency in the operation of the school system, and determine the methods, means, and personnel by which the function of the District will be performed. 6-1.1
- It is mutually agreed that all matters of managerial policy as defined by RSA-273A:1,XI are within the exclusive prerogative of the Board. 6-1.2
- In a bona fide emergency affecting the health, safety, or welfare of the students of the schools, the Board may take whatever action it deems necessary to carry out the mission of the school district in said emergency. 6-1.3
- The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power of or authority of either. 6-1.4
- The Organization and the Board agree that any differences between the parties on matters relative to the agreement shall be settled by the means herein provided. The Organization, in consideration of this agreement and its terms and conditions shall not, during the term of this agreement, engage in or condone any strike, work stoppage, or other concerted refusal to perform any assignment on the part of any employee(s) hereunder, nor shall the Board sponsor any lockouts. 6-1.5

ARTICLE 7

TEACHER EVALUATION PROCEDURES

- Subject to the adoption of the New Castle School Board of the recommendation of the SAU #50 Committee on Evaluations which is meeting during the 2012-2013 school year the parties agree that evaluations will be conducted in the manner outlined in the Plan for Effective Teaching and in accordance with NH RSA and Department of Education Policies. 7-1.0
- Observation of the work performance of a teacher will be conducted openly. Announced and unannounced observations of the teacher's work performance, which are to be made part of his/her file, will be made known to the teacher. 7-1.1
- During the first three (3) weeks of school, the superintendent, or his/her designee, shall orient all new teachers regarding evaluative procedures and instruments. 7-1.2
- Evaluation shall only be conducted by a building principal, assistant principal or other qualified administrator. 7-1.3
- One or more goals will be established annually and agreed upon by the teacher and the administrator, within the first quarter of each school year. 7-1.4
- Each teacher must be appraised a minimum of two (2) times per year, once prior to January 31, and once prior to the close of school in June. Documentation of the appraisal process should be recorded. 7-1.5
- A teacher shall be given a copy of any evaluation report prepared by his/her evaluators before or during any conference held to discuss it. If the teacher is dissatisfied with his/her evaluation conferences, s/he may request additional conference time prior to the evaluation being placed in his/her personnel file. No such reports shall be submitted to the superintendent, placed in the teacher's personnel file, or otherwise acted upon, without a prior conference with the teacher. The teacher shall sign each report. Such signature shall indicate only that the report has been read by the teacher, and it, in no way indicates agreement with the contents thereof. The teacher may provide written rebuttal of comments to the report. 7-2.0
- Access to professional employee's file: 7-3.0
- Each teacher shall be entitled to knowledge of and access to School Administrative Unit records and reports of competence, personal character and efficiency, maintained in his/her personnel file with reference to evaluation of his/her performance in such school district. No document to which an individual has not been given access shall be utilized against the individual. 7-3.1
- In the event that the Board, or administration, removes from the teacher's file materials which it deems to be confidential (i.e. letters of recommendation for original employment) a dated notation shall be placed in the file stating what material(s) has been removed. 7-3.2
- Upon at least one (1) school days' notice, each teacher shall have the right to review and reproduce material in his/her file to which s/he is entitled. 7-3.3

The teacher shall have the right to answer any material filed, and his/her answer shall be reviewed by the superintendent and the answer shall be attached to the file copy. 7-3.4

Reproduction of such material may be made by hand, or on a cost basis by copying machine, if available. The cost of reproduction will be equal to the cost incurred by the school district. 7-3.5

ARTICLE 8

TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS

- No later than May 10 of each school year, the superintendent shall make available to the Organization, and post in all school buildings, a list of all the known, unfilled, positions that s/he expects to fill prior to the opening of school in September. Revisions of the aforementioned list shall be made as of June 10. During July, the revised list will not be posted in the school buildings. However, it shall be forwarded to the Organization's president at his/her summer address as filed with the Board. 8-1.0
- A teacher who desires a change in grade and/or subject assignment within the New Castle School District may file a written statement of such desire with the superintendent no later than March 1st. Such statement shall include the name of the school, the grade and/or subject to which the teacher desires to be assigned, in order of preference. This statement shall also include a request for a personal interview with the superintendent, the principal, or their designees at the school in which the aforementioned position is available. The superintendent shall then notify said principal of the applicant's interest in the position, and arrange an interview date notifying the applicant once said date is arranged. The individual's qualifications, and school administrative unit-wide balance of experience, shall be considerations. The final decision pertaining to assignments rests with the superintendent of schools. Upon reaching his/her decision, the superintendent and Board shall notify the parties involved, and the Organization, in writing no later than August 1. 8-1.1
- As soon as practicable, and no later than the last two weeks of school, the superintendent shall post in each school, and make available to the New Castle School District, a system-wide roster showing the names and tentative assignments of all personnel. In the event of change of assignment, the teacher involved shall be notified at the earliest possible time; however, every effort shall be made to avoid assignment changes after August 1. In the event of a change of assignment, and upon the request of the teacher, a consultation with the superintendent or his/her designee shall be held. 8-2.0
- In order to insure that pupils are taught by teachers working within their areas of competence, teachers will not generally be assigned outside the scope of their teaching certificates, and/or their major, or minor, fields of study. 8-3.0
- Notice of all open certificated positions (except classroom teachers) in School Administrative Unit 50 shall be posted in the schools and sent to the Organization. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued. Exceptions to the twenty (20) day provision may be made due to emergency situations. 8-4.0

ARTICLE 9

TIME REQUIREMENTS

- As a professional, each teacher is expected to devote to his/her work the time necessary to accomplish the task at hand. 9-1.0
- Beginning with the 2014-15 fiscal year, an additional 25 minutes shall be added to the length of the school day of which no less than 15 minutes will be applied directly to student instruction. This additional time when combined with the existing school day will exceed current New Hampshire Department of Education instructional time requirements. When school has been cancelled due to inclement weather (i.e. snow days), these cancelled school days will only be made up after a third school day cancellation has occurred in the District. 9-2.0
- Any change to the length of the existing school day shall be subject to negotiations between the teachers and the Board. At no time, however, will the term "school day" be interpreted so as to include conferences; release day activities; special meetings and events; staff meetings and staff development activities; PTO or other school related organization activities; extra-curricular activities, afternoon, weekend, or evening events traditionally scheduled after normal school hours; workshops; course time, or travel time in any way connected with the aforementioned items in this paragraph. 9-3.0
- In general, teachers shall be free to act with professional discretion relative to their time of arrival at school in the morning, or leaving from school in the afternoon. However, it is normally expected that teachers will arrive at school approximately fifteen (15) minutes prior to the opening of school and will remain in school approximately fifteen (15) minutes after the close of school. A school day shall be defined as 8:00 AM to 3:00 PM. 9-4.0
- As a part of their professional responsibility, teachers shall (a) attend department and other professional staff meetings designed to provide meaningful professional growth, or to clarify school business in general, (b) assist students with their subject problems on an after school basis, (c) participate in other school related activities at the direction of the administration. 9-5.0
- The Board agrees that each teacher shall have a duty free lunch period daily, of a reasonable duration; such lunch period shall, in no event, be less than that afforded to the students. 9-6.0

ARTICLE 10

TEACHER WORK YEAR

The teacher's work year shall be one hundred eighty-five (185) days. Beginning July 1, 2017, the teacher work year will be 187 days. 10-1.0

School Calendar: 10-2.0

In the development of, or making substantive changes in, the school calendar, the Board shall consult with the Organization prior to final determination of the calendar by the Board. 10-2.1

A teacher engaged during the school day in negotiating on behalf of the Organization with any representative, or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of benefits, and/or compensation. 10-3.0

ARTICLE 11

SICK LEAVE

Each teacher will be granted fifteen (15) days per year for personal illness or illness in the immediate family; these short-term sick days will be earned at the rate of 1-1/2 days per month. Total accumulation allowed will be one hundred eighty (180) days for those teachers employed by the District as of July 1, 2015. Effective July 1, 2016, the maximum total accumulation will be one hundred (100) days for newly hired teachers. It is the teacher's responsibility to keep current up-to-date lesson plans for a substitute in case of short-term illness. 11-1.0

Utilization of the sick leave entitlement for the purpose of illness in the immediate family shall be limited to the yearly allowance of fifteen (15) days. Enlargement of the foregoing provision may be made in extenuating circumstances upon the recommendation of the superintendent and approval of the Board. 11-2.0

A sick day leave bank is hereby established which entitles an individual, for reasons of personal illness, to borrow in advance, sick leave not yet accumulated. 11-3.0

A sick leave bank is established as of July 1, 2005, in the New Castle School District. Each teacher in the district may donate up to three (3) days of accumulated sick leave each year in June (new teachers in September). The New Castle district bank shall be allowed to accumulate up to a maximum of ninety (90) days. Any teacher within the New Castle School District may borrow up to a total of thirty (30) days a year from the sick bank on the following basis: [1] their accumulated sick leave has been used up and [2] they have been involved in a major operation or serious and prolonged illness and, [3] the days borrowed would be paid back by the borrowing teacher at a rate of not less than three (3) per year, with the exception that contributed days by the borrowing teacher would be subtracted from the days borrowed. No request for sick bank days will be granted that exceeds the number of days actually accumulated in the sick leave bank. In the event of termination, resignation, or retirement, days owed the sick bank, by an individual teacher, will be deducted before any compensation for unused sick leave is calculated. 11-4.0

The New Castle Teachers Association will designate a member of their choosing as the "Sick Bank Coordinator." The coordinator shall [1] be responsible for holding, distributing, and collection applications for sick bank days, [2] distribute, collect, and forward "donated days" forms to the SAU 50 Office, [3] submit requests for sick bank days to the SAU 50 Office, via the school principal, for approval. In June of each year, the coordinator and a designee of SAU 50 will audit the sick leave bank to review accumulated days, sick bank requests for that year, and days reimbursed. In June of each year, the coordinator will inform all teachers in the New Castle School District as to the number of accumulated days remaining in the sick leave bank.

By November 1st of each school year, each teacher shall receive, from the Superintendent's Office, a report of sick leave stating the number of sick days accumulated as of June 30th of each year. 11-5.0

Sick leave accumulated through June 30, 1994, will be paid for upon retirement based on the number of sick leave days, as of that date, times the teachers 1993/94 per diem rate. 11-6.0

Sick leave accumulated after June 30, 1994 will be paid in a sum equal to the number of sick day's times the base substitute teacher rate provided the teacher has worked in New Castle for a

minimum of seven consecutive years and retires under the terms and conditions of the NHRS from the New Castle District.

Teachers eligible for payment under Article 11-6.0 may request such payment be made over a period of two years at a rate of forty percent (40%) of the entitlement the first year and remaining sixty percent (60%) of the entitlement the second year. The two year payment option shall be available only to those teachers who (1) Have twenty (20) or more years of continuous service with the district at the time a request for payment is filed. (2) Are filling full time contracted teaching positions at the time such request is made (3) Have at least ninety (90) days of accumulated sick leave [with no indebtedness to the sick bank] at the time such request is made.

If an eligible teacher wishes to exercise the two year payment option, they must (1) File a written request for payment with the Superintendent of Schools by December 1 prior to the year of the first payment (a request may be filed after December 1 for payment but such request will be subject to funds available as determined by the School Board). The teacher shall also provide a letter to the Superintendent of Schools stating his/her intent to retire at the end of the same school year they are eligible for the second payment.

The first year payment will be made only after the eligible teacher has signed and returned a full time teaching contract for the second payment year. At the time the first year payment is received the teacher must sign an acknowledgement that he/she may no longer reverse their decision to retire the following year. Both the first and second lump sum payments shall be made on the first payroll in June.

This two payment option may not be exercised by any teacher for a reason other than retirement.

The provisions of this article (Article 11-6.0), including sick leave "buy-back," shall apply only to those covered by this master agreement and hired before July 1, 2007.

ARTICLE 12

PERSONAL LEAVES OF ABSENCE

- Teachers shall be entitled to three (3) days leave with pay per year for the purpose of attending to important and necessary personal matters, which matters could not reasonably be accomplished other than during the time school is in session. These days are non-accumulative. Such leave shall not be used to extend vacations and, except in cases of emergency, twenty-four (24) hours advance notice to the building principal is required for one to be entitled to such leave. 12-1.0
- All personnel covered by the provisions of this master agreement shall be granted up to two (2) days leave for the purpose of observances directly associated with recognized religious holidays. The Board may, at its discretion, grant additional days (beyond the two [2] guaranteed) when it can be shown by the individual requesting such a day, that on rare occasions the school calendar directly conflicts with the recognized religious holiday. On no occasion shall events such as weddings, funerals, baptisms, etc., be interpreted as observances covered by this clause. 12-1.1
- Professional days, with pay, may be granted for the purpose of attending conferences, workshops, observing classes in other schools, or other activities which will contribute directly to the teacher's professional growth, provided that such professional days have the prior approval of the principal and the superintendent. 12-2.0
- Funeral leave will be granted up to ten (10) days in the event of death to the teacher's spouse or children. Up to five (5) days will be granted for death to a member of the immediate family defined as mother, father, mother-in-law, father-in-law, grandparents or any other relative living in the home of the employee, or for whom the employee is support. Extensions may be granted at the discretion of the superintendent of schools. One (1) day will be granted for other relatives. 12-3.0
- If a teacher is requested by the superintendent or the principal to attend a function on behalf of the Board or school, such time shall not be charged to the teacher's personal or professional time. 12-4.0
- Upon application to the superintendent, leave will be granted to the teacher who is subpoenaed as a witness in a civil or criminal case, or who is called for jury duty. Application will be made in advance with supporting documentation. 12-5.0

ARTICLE 13

EXTENDED LEAVES OF ABSENCE

A teacher shall be granted a leave of absence for the purpose of child rearing after the birth of, or adoption of, a child. Such leave shall commence following the teacher's disability in the event of a birth, or in the event of adoption, upon accepting the child after legal placement. Termination of such leave will coincide with the end of the school year. An additional school year shall be granted upon written request from the teacher. This request must be submitted to the superintendent not later than March 1st of the preceding year. In no case will a teacher be granted an extended leave that permits absence for more than two (2) school years. Re-employment after the leave will begin at the start of the school year following the expiration of the leave. 13-1.0

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and s/he shall be assigned within the scope of his/her certification. 13-2.0

Teachers on leave under the provisions of this article may continue to be covered under the provisions of Article 16, INSURANCE. Such coverage is contingent upon said teachers' payment of premiums. Payment is to be made payable to the insurer and remitted to the SAU 50 Office. 13-3.0

ARTICLE 14

SABBATICAL LEAVE

- Sabbatical leave: A teacher may be granted “sabbatical leave” under the following conditions: 14-1.0
- The teacher must have completed seven (7) years service in the school district, the last four (4) years must have been consecutive. 14-1.1
- The teacher shall be reimbursed at the rate of half salary for a full year or full salary for one-half (1/2) year. 14-1.2
- Requests for sabbatical leave must be received by the superintendent, in writing, on such forms as designated by the Board, no later than December 1, and action must be taken on all such requests no later than the third week in February of the school year preceding the school year for which the sabbatical leave is requested. 14-1.3
- The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree, which leads to a specialization that is needed by the District. 14-1.4
- The degree requirements must be completed during the period of sabbatical leave if the program is for work toward either a Master’s Degree or a Certificate of Advanced Graduate Specialization. The above policy shall be waived for those persons engaged in a program leading to a Doctor’s Degree. 14-1.5
- Requests for sabbatical leave on a basis, other than the criteria established herein, shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the school district. Upon the recommendation of the superintendent, and the approval of the Board, such leave shall be granted. 14-1.6
- Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level that s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence. 14-1.7
- Any teacher granted a sabbatical leave of absence must agree, in writing, to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of service is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equal to the time not served. Remission of the total amount expended by the Board shall be made at the rate of one-half (1/2) per year of service except in the case of death or total disability of the employee. 14-1.8
- A report or summary of the sabbatical leave shall be submitted to the superintendent of Schools and the Board upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and the administration, shall be furnished by the individual during the leave period. 14-1.9

A teacher on sabbatical leave shall be paid one-half (1/2) of his/her annual salary for a full year sabbatical or full salary for one-half (1/2) year sabbatical; however, in no event shall the teacher's earning during the period of such sabbatical exceed his/her earnings for the previous year as adjusted by increment and raise. 14-1.10

Teachers on leave under the provisions of this article shall continue to be covered under the provisions of Article 16, INSURANCE. 14-1.11

ARTICLE 15

COURSE REIMBURSEMENT

A teacher may request that the Board prepay for a course or workshop. Prepayment for courses that are not part of a degree program and all workshops will be made only when the course is directly relevant to the individual's professional responsibilities (as determined by the Building Administrator and the Superintendent of Schools). Any course or workshop required or mandated by the Superintendent of Schools and/or the School Board shall automatically be prepaid. All prepayment requests must receive initial approval from the Superintendent of Schools. The Superintendent shall, upon reaching a decision to approve or disapprove a prepayment request, inform the teacher, in writing, of said decision within five (5) working days. The Superintendent shall also inform the Board of all prepayment requests and of the disposition of those requests. All requests for prepayment must be made and approved before a teacher registers for a course or workshop. In the event a staff member should fail to successfully complete a course or workshop for which prepayment has been made by the school district, that member shall be held responsible for reimbursing the district the full prepayment amount within ninety (90) days of receiving a notice of a failing grade, notice of administrative failure, failure to attend, or any other type of notice indicating that the course or workshop was not successfully completed. 15-1.0

Eight thousand dollars (\$8,000) will be available for reimbursement for courses and workshops. An individual teacher may not request prepayment for more than two courses or two workshops (or one course and one workshop) in any one fiscal year (01 July – 30 June). This restriction shall not be applied in any case where a course and/or workshop is required or mandated by the Building Administrator, Superintendent of Schools, or School Board. 15-2.0

Mileage, meals, and other such indirect expenses, will not be reimbursed unless such attendance is specifically required by the board or the administration.

Teachers earning credit during the spring and summer shall be reimbursed in September only if they continue in the employ of the district, and provided that evidence of passing grades has reached the superintendent by September 15th. After September 15th, payment will be made within forty-five (45) days of submission of evidence of passing grades in the credits to the superintendent.

In each contract year, \$7,000 will be available for staff development work for up to seven (7) teachers during the summer at the following rate: \$200 for each teacher per day, up to five (5) days. All plans for paid summer staff development work must be submitted by 01 June to the Superintendent of Schools, via the Building Administrator, for approval. 15-3.0

ARTICLE 16

INSURANCES

The District shall provide the choice of a Health Maintenance Organization HMO [MTB5 10/20/45 M10/40/70] plan, HMO [MTB20 10/20/45M10/40/70] and a Consumer Driven Health Plan [CDHP 2500/5000]. 16-1.0

Any teacher hired after May 15, 2016, or not on a District health insurance plan as of this date, will only be eligible for the Consumer Driven Health Plan (CDHP). 16-1.1

For any teacher selecting the consumer driven health plan; the District will contribute annually into the teacher's Health Savings Account (HSA) 50% of the maximum deductible amount, prorated to percentage worked, specific to his/her plan (single, two-person or family). The district will provide a debit card system administered by a third party to allow teachers' access to these funds. 16-1.2

The District shall competitively bid the contract to health insurance providers. 16-2.0

Specifications regarding co-pays, deductibles, network providers and other factors will be as similar as possible to the current insurance plans offered by the District to allow for competitive bidding. 16-2.1

The health insurance carrier and/or replacement plan(s) will be chosen by the Board with input from the Association. 16-2.2

The District will pay the following percentage of the premium for any individual: 16-3.0

	<u>Plan</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
2016-2021:	HMO (5)	85%	85%	85%
	HMO (20)	85%	85%	85%
	CD	85%	85%	85%

Health Care Reform Act – Excise Tax on Cadillac Plans. If a provision in Article 16 is deemed to be taxable under the “Cadillac Tax” within the Patient Protection and Affordable Care Act (ACA) or its regulations, either the District or the Association may request in writing that only this article be reopened for renegotiation. If both parties do not reach a consensus within one month the default percentage of this Cadillac Tax will be in the amount of 50% paid by the employee. 16-3.1

As an example, if the employee benefit premium is \$15,000 and the employee's premium contribution is 15% and the tax threshold amount is \$10,000, the employee's total contribution will be \$3,250 [\$2,250 (15% of \$15,000) plus \$1,000 (\$5,000 x 40%) x 50%]. 16-3.2

Any teacher currently on Plan JY who elects to change directly to the HMO or CD plan for the school year 2016-17 will receive a one-time payment of \$2,000, prorated to percentage worked. Amount to be paid equally in December and June. 16-4.0

Any teacher, benefit prorated to percentage worked, electing not to have health insurance, will be given an annual sum of \$1,250 (single), \$1,875 (two-person) or \$2,500 (family), prorated to percentage worked. Amount to be paid equally in December and June. 16-4.1

- For a teacher to receive this health insurance payout incentive, the teacher must give written proof annually that he/she has other health insurance in effect and that health insurance must remain in effect for the duration of the fiscal year. 16-4.2
- The incentive amounts listed in 16-5.0, and 16-5.1 are prorated accordingly to the percentage of time that a teacher works in a given year. This amount is also prorated if a teacher should not work the entire school year. The incentive in 16-5.0 and 16-5.1 will be paid equally in December and June. 16-4.3
- The District shall provide the choice of two (2) dental plans (Low Option and High Option) to include single, two-person or family coverage to a maximum liability of 100% of the actual cost of the premium for the single person Low Option to the District, benefit prorated to percentage worked. 16-5.0
- Any teacher, benefit prorated to percentage worked, electing not to have dental insurance will have an annual sum of \$50, prorated to percentage worked. Amount to be paid equally in December and June. 16-5.1
- The District shall, at 100% District cost, prorated to percentage worked, provide life insurance in the amount of twice the annual salary for each teacher. Spousal and/or child coverage may be available at teacher's expense. 16-6.0
- The District shall provide Long Term Disability (LTD) insurance coverage to begin no later than the 91st day of disability at a benefit of not less than 60% of the teacher's monthly salary. The District will pay 100% of the premium prorated to percentage worked. 16-7.0
- Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault in the course of his/her employment in the District, and his/her claim is deemed payable under worker's compensation, he/she shall be paid his/her full salary, less the amount of any worker's compensation award made for temporary disability due to such injury for a period not to exceed the school year in which the disability occurred. No part of such absence shall be charged to his/her annual or accumulated leave. Cases extending beyond this period shall be reviewed by the Board. 16-8.0
- The District will provide for premium conversion as defined under the Internal Revenue Service Code Section 125. 16-9.0
- The District will be responsible for the associated costs of creating and administering employee reimbursable accounts. 16-9.1
- The reimbursable accounts available to the employee may include a Health Care Reimbursable Account and/or a Dependent Care Reimbursable Account in accordance with the guidelines and procedures set forth by the Internal Revenue Service. 16-9.2
- The Board need not provide coverage as stipulated in Article 16-1.0 and 16-5.0, if the teacher is covered under the same or similar health and/or dental plan. If a teacher is found to have dual coverage, the teacher must reimburse the Board an amount equal to the premiums paid by the Board during this time. 16-10.0
- If a teacher should leave the District, the teacher agrees to reimburse the District an amount equal to any benefit(s) that have been extended to the teacher, but not fully earned. 16-11.0

Benefit amounts may be reduced due to age requirements of insurance carrier. The employee will be notified in writing of reduction of benefit(s). 16-12.0

A teacher must be eligible for a particular benefit under the insurance carrier's guidelines for the teacher to be able to receive a cash amount for non-participation in that benefit. 16-13.0

ARTICLE 17

TEACHER CONTRACT AND RESIGNATIONS

No terms or conditions of employment contained within this agreement may be changed or modified by the individual teacher's contract. Such individual contracts shall constitute nothing more than the individual teacher's intention to return to the District for a subsequent year. 17-1.0

Teachers who are part of the Organization shall honor the conditions set forth in the annual New Castle School District teacher's contract, a copy of which is attached in Appendices.

ARTICLE 18

SALARIES

A teacher shall be placed on the salary schedule at the step appropriate for creditable years of experience and degree status. 18-1.0

A teacher who has worked more than one-half (1/2) of a school year (93 days) shall advance one (1) step on the salary schedule for the forthcoming school year, if applicable. 18-1.1

A teacher classified as part-time must have had worked in excess of 50% of the school days that s/he was contracted for to receive the negotiated increase, if applicable. 18-1.2

A part-time teacher shall be paid relative to the existing salary schedule on a prorated basis. 18-1.3

For a new teacher being employed by the District, the teacher will be placed on the salary schedule after determining his/her applicable years of experience. No new teacher being employed by the District will be compensated at a rate greater than Step 10, with applicable advanced degree stipend, if eligible. 18-1.4

The following formula will be used to determine teacher salary: 18-2.0

A.) For a teacher with 9 or less years of experience, the teacher will move one (1) step on the salary schedule providing the teacher meets the requirements of Article 18-1.1 or 18-1.2.

B.) A teacher with greater than 9 years of experience will have her/his base salary multiplied by:

2016-17	102.50%
2017-18	102.50%
2018-19	102.50%
2019-20	102.50%
2020-21	102.50%

A teacher not on the salary schedule, but whose base salary compensation is equal to or less than a teacher's base salary on Step 10 of the schedule, will receive \$400 more, prorated to percentage worked, for that year only, than the 10th step bachelors for base pay. 18-2.1

After the adjusted base salary is determined, the stipend for the advanced degree is added, prorated to percentage worked. The advanced degree stipends are: 18-2.2

<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
\$1,000	\$3,600	\$4,200	\$5,000

Longevity is then added to the adjusted base salary and advanced degree stipend, prorated to percentage worked. The Board agrees to pay longevity to a teacher who was hired before June 30, 2016 the following stipend for the number of years working in New Castle: 18-2.3

<u>12 years</u>	<u>18 years</u>
\$2,400	\$2,900

The Board agrees to pay longevity to a teacher who was hired after July 1, 2016 the following stipend for the number of years working in New Castle:

<u>12 years</u>	<u>18 years</u>
\$2,200	\$2,700

When a teacher becomes eligible for longevity, he/she may elect to receive the longevity stipend to be either included in her/his biweekly payroll installments or paid in one (1) lump sum on the first payroll in April. This one (1) time election remains permanent. 18-2.4

Any teacher resigning from employment with the District will lose all claims to years accumulated toward the payment of longevity if not reemployed by the District within twenty-four (24) months of the date of resignation. 18-2.5

The twenty-four (24) month period will be recognized only for the reinstatement of longevity. 18-2.6

Should a former staff member be reemployed within the twenty-four (24) month period, he/she shall not use the reinstatement of longevity as the basis for any claim to salary, leave, benefits, position, and/or any rights or privileges associated with seniority that were lost as a result of his/her break in service. 18-2.7

Any teacher employed by the District as of June 1, 2013; who would have been on salary schedule steps 11 or 12 for the fiscal years 2013-14 or 2014-15 will receive an annual monetary adjustment as stipulated in 18-2.0 prorated to percentage worked, to be included in the teacher's total gross salary. 18-2.8

The adjustment as stated in Article 18-2.8 will be increased annually to coincide with the base salary increase as stated in Article 18-2.0 (b), provided there be an increase. 18-2.9

A new teacher may be granted up to a maximum of three (3) years for life experience at the sole discretion of the Superintendent of Schools providing the life experience being considered has a direct relevance to the subject area or position for which the new teacher is being employed. 18-3.0

The additional years granted for the experience credit is not subject to the grievance procedure. 18-3.1

Life experience credit is only given to a new teacher who does not have prior teaching experience. 18-3.2

For the purpose of advancing on salary tracks between degrees, each fifteen (15) professional growth clock hours may be converted to one (1) credit up to a maximum of five (5) credits every three (3) years. Each professional growth activity used towards conversion will count only once toward such payment. 18-4.0

Release days, other school activities or workshops/activities of less than one (1) hour in duration may not be applied to for credit conversion.	18-4.1
Only professional growth hours earned after June 1996 may be used for conversion purposes.	18-4.2
Workshops or other activities converted by colleges or universities to credits toward an advanced degree may not be applied toward salary tracks between degrees.	18-4.3
A teacher who earns a master's degree and who advances to the master salary scale, may not apply clock hour conversions earned prior to the date his/her master's degree was awarded for the purpose of advancing to the next salary track, which is M+15.	18-4.4
Any college or graduate level credits earned through school-sponsored or building administrator-approved professional development that have not been credited toward any degree may be used for advancement to the B+15, M+15 or M+30 level.	18-5.0
The Superintendent of Schools may approve any other college credits that were not SAU-sponsored or building administrator-approved professional development if, in his/her opinion, the college credits are relevant to the teacher's assignment.	18-5.1
Credits can only be counted towards advancement to a new degree level – e.g. credits earned prior to advancing to B+30 cannot be used for advancement to the next track.	18-5.2
A teacher shall be paid biweekly and may elect to be paid under one (1) of three (3) options. The payment option must be declared before February 15 th . Changes may be made after that date only with the approval of the Superintendent of Schools for a serious, extenuating circumstance.	18-6.0
The available salary payment options are as follows:	18-6.1
1.) Annual salary divided by twenty-six (26) and paid over twelve (12) months.	
2.) Annual salary divided by twenty-six (26) and paid over the school year with checks representing the balance payable on the last date in June.	
3.) Annual salary to be divided into twenty (20) or twenty-one (21) installments in order that the final installment can be made prior to June 30 th .	
Should a teacher's contract be terminated prior to the expiration date, the teacher must repay to the District any excess moneys, if there are any, received for teaching services not yet rendered on a per diem basis.	18-7.0
A teacher who has worked a minimum of ten (10) consecutive years immediately prior to the year in which the teacher is to retire in the District, and who retires under the New Hampshire Retirement regulations, the District will pay a stipend sum equal to the total number of the teacher's years of continuous service in the District, multiplied by \$700. Effective July 1, 2018, the sum will be reduced to \$600 for teachers hired after July 1, 2017.	18-8.0
The maximum retirement stipend will not exceed \$18,000 for those teachers currently employed as of July 1, 2015. Effective July 1, 2016, the maximum retirement stipend for teachers hired after July 1, 2016 will be \$15,000.	18-8.1

ARTICLE 19

REDUCTION IN FORCE

- When it is determined by the Board to decrease the number of teachers, the District will reduce the necessary number of teachers based on criteria which includes seniority in the District, ability, performance evaluations, and qualifications (including but not limited to certification) and experience within the grade range and program in which the reduction in force is being made. 19-1.0
- When the Board determines that a position is to be filled, a reduced in force teacher shall be notified by registered or certified mail by the Superintendent. 19-2.0
- Any teacher subject to a reduction in force will be informed at the earliest possible time, and have the right to a consultation with the Superintendent. 19-3.0
- Any teacher reduced in force from his/her position shall be offered any position for which he/she is "Highly Qualified" (as defined by federal and state statutes and regulations) within the District which becomes available within fifteen (15) months of the reduction in force. The reduction in force period shall begin on the day following the last working day. 19-4.0
- The criteria for the selection of the returning teacher(s) will be the same as that applied in the reduction in force process. 19-5.0
- If a teacher rejects the offer or fails to respond to the Superintendent within fifteen (15) calendar days after receipt of the notice, and the position offered is the same position as the one last held by said teacher, said teacher will be deemed to have refused the position offered and will be removed from his/her recall standing and will have given up all rights under the contract. 19-6.0
- If a teacher rejects the offer or fails to respond to the Superintendent within fifteen (15) calendar days after receipt of the notice, and the position offered is other than the position last held by said teacher, the teacher may refuse, but in doing so will lose all contract rights to the position offered. 19-7.0
- The provisions of this article shall not apply to any teacher who was hired to temporary or "one year only" positions. 19-8.0

ARTICLE 20

RIGHTS OF THE PARTIES

- There shall be no reprisals taken against any teacher by reason of his/her membership in the Organization; participation in its lawful activities. Nor shall reprisals be taken against a teacher as a result of his/her processing of a grievance. 20-1.0
- The Board shall, upon request, make available to the Organization, Board information that is in the public domain. The Board also, from time-to-time, may make available additional pertinent Board information not in the public domain. 20-2.0
- The Board agrees to make available to the chairperson of the Organization, one (1) copy of the agenda and minutes of the Board's meetings. 20-3.0
- The Organization shall have the right to place notices, circulars and other material in teacher's mailboxes provided that such materials shall not relate to any local, state, or national political matter of a non-educational nature or any partisan political electioneering matter. The chairperson of the Organization shall take all reasonable steps to insure that any information which is placed in teacher's mailboxes shall not be slanderous, libelous or in any way flagrantly harmful to the school, its professional staff or any other individual or group, either personally or as a group. Materials, circulars and notices being placed in teacher's mailboxes by members of the Organization shall be in good taste. 20-4.0
- The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the school district. In a bona fide emergency affecting the health, safety or welfare of the students of the school, the Board may take whatever actions it deems necessary to carry out the mission of the school district in said emergency. 20-5.0
- The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and, this agreement shall not be construed so as to constitute a delegation or the power or authority of either. 20-6.0

ARTICLE 21

MISCELLANEOUS PROVISIONS

- If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. 21-1.0
- This agreement shall be construed as a Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as though they were Board policy. 21-2.0
- The Board agrees not to negotiate with any teacher's group or association, other than the designated Organization, in regard to any matter subject to negotiation under this Article 2, Paragraph 2-1 of this agreement, as long as the association shall represent a majority of the professional employees of said Organization, provided, however, that this shall not prevent the Board from communicating or consulting with any individual teacher, or group of teachers, for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in his/her own behalf on matters relating to employment by the Board. 21-3.0
- This agreement may not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties. 21-4.0
- The Board agrees to provide copies of this agreement to all teachers employed. 21-5.0
- Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party may do so by telegram, or certified mail, to the following addresses: 21-6.0
- If by the Organization, to: School Administrative Unit 50, New Castle School Board, 48 Post Road, Greenland, New Hampshire 03840. If by the Board, to: the New Castle Teachers (at the appropriate address as filed with the Board).
- The Board agrees to furnish each school in the district with at least one copy of the Board's policies. 21-7.0
- Upon mutual agreement by both parties (the New Castle School Board and the Organization), the agreement may be reopened to clarify and correct contract language that may be ambiguous, outdated, or in conflict with itself. Any and all changes must be agreed to, in writing, by both parties. Corrections and clarifications will be added to the existing contract in the form of amendments. All amendments will be numbered and dated (the date will consist of the month, day and year the amendment was agreed to). 21-8.0
- In the event of any conflict between language in the main body of the agreement and amendment language, the most recently dated amendment will be regarded as the language in force. When a successor agreement is signed, all amendments will be incorporated into the correct article within the main body of the agreement. 21-9.0

It shall be the responsibility of the New Castle School District to print and distribute copies of the amendments to all parties covered by the agreement. It shall be the responsibility of the Organization to make all parties covered by the agreement aware of changes. 21-10.0

At no time will this article be used by either party (Board or Organization) to reopen agreement articles that set the rate of pay, benefits contributions, level of benefits, or other financial agreements covered during the life of the current agreement. 21-11.0

ARTICLE 22

DURATION OF AGREEMENT

The agreement shall become effective July 1, 2016, except as modified by paragraph four (4) of the duration clause, and shall continue in effect until June 30, 2021, subject to the Organization's right to negotiate a successor agreement, as set forth in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to the agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein. 22-1.0

The Board and the Organization agree to begin negotiation(s) of a successor agreement no later than October 15, 2020.

In witness whereof, the parties hereto cause this agreement to be signed by their respective president and/or chairperson, attested by their respective secretary and/or clerk and their corporate seals to be placed hereon, all on the day and year first above written.

The parties agree that all provisions of this agreement that do not have economic consequence shall begin upon the ratification by the Organization of the agreement and the adoption of this agreement by the Board.

February 8, 2016
Date

NEW CASTLE TEACHER ORGANIZATION

Robert F. Stearns
Shirley Roberson
Teacher Representative

NEW CASTLE SCHOOL BOARD

Bob [Signature]
School Board Chair

Ann [Signature]
School Board Secretary

[Signature]
Witness

Richard M. Spauldy
School Board Member

SALARY SCHEDULE FOR THE FISCAL YEAR 2016-2017

For a teacher with nine (9) or less years of experience and in compliance with Article 18-1.1 or 18-1.2:

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	43,992	44,992	47,592	48,192	48,992
2	46,192	47,192	49,792	50,392	51,192
3	48,391	49,391	51,991	52,591	53,391
4	50,591	51,591	54,191	54,791	55,591
5	52,790	53,790	56,390	56,990	57,790
6	54,990	55,990	58,590	59,190	59,990
7	57,190	58,190	60,790	61,390	62,190
8	59,389	60,389	62,989	63,589	64,389
9	61,589	62,589	65,189	65,789	66,589
10	63,788	64,788	67,388	67,988	68,788

For a teacher with greater than nine (9) years of teaching experience and who worked the prior year in the District, and in compliance with Articles 18-1.1 and 18-1.2:

- 1.) The teacher's 2015-2016 base salary will be multiplied by 102.50%.
- 2.) The advanced degree stipends, prorated to percentage worked, will be:

<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
\$1,000	\$3,600	\$4,200	\$5,000

- 3.) A teacher hired before June 30, 2016 who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked, of:

<u>12 years</u>	<u>18 years</u>
\$2,400	\$2,900

- 4.) A teacher hired after July 1, 2016, who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked, of:

<u>12 years</u>	<u>18 years</u>
\$2,200	\$2,700

- 5.) For a teacher who was employed by the District as of June 15, 2013 and would have been on step 11 or 12 for the 2013-14 fiscal year will receive a salary adjustment as stipulated in 18-2.0(b) prorated to percentage worked.

SALARY SCHEDULE FOR THE FISCAL YEAR 2017-2018

For a teacher with nine (9) or less years of experience and in compliance with Article 18-1.1 or 18-1.2:

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	45,092	46,092	48,692	49,292	50,092
2	47,256	48,256	50,856	51,456	52,256
3	49,421	50,421	53,021	53,621	54,421
4	51,585	52,585	55,185	55,785	56,585
5	53,749	54,749	57,349	57,949	58,749
6	55,914	56,914	59,514	60,114	60,914
7	58,078	59,078	61,678	62,278	63,078
8	60,243	61,243	63,843	64,443	65,243
9	62,407	63,407	66,007	66,607	67,407
10	64,571	65,571	68,171	68,771	69,571

For a teacher with greater than nine (9) years of teaching experience and who worked the prior year in the District, and in compliance with Articles 18-1.1 and 18-1.2:

- 1.) The teacher's 2016-2017 base salary will be multiplied by 102.50%.
- 2.) The advanced degree stipends, prorated to percentage worked, will be:

<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
\$1,000	\$3,600	\$4,200	\$5,000

- 3.) A teacher hired before June 30, 2016 who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked, of:

<u>12 years</u>	<u>18 years</u>
\$2,400	\$2,900

- 4.) A teacher hired after July 1, 2016, who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked of:

<u>12 years</u>	<u>18 years</u>
\$2,200	\$2,700

- 5.) For a teacher who was employed by the District as of June 15, 2013 and would have been on step 11 or 12 for the 2013-14 fiscal year will receive a salary adjustment as stipulated in 18-2.0(b) prorated to percentage worked.

SALARY SCHEDULE FOR THE FISCAL YEAR 2018-2019

For a teacher with nine (9) or less years of experience and in compliance with Article 18-1.1 or 18-1.2:

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	46,219	47,219	49,819	50,419	51,219
2	48,304	49,304	51,904	52,504	53,304
3	50,388	51,388	53,988	54,588	55,388
4	52,473	53,473	56,073	56,673	57,473
5	54,557	55,557	58,157	58,757	59,557
6	56,641	57,641	60,241	60,841	61,641
7	58,726	59,726	62,326	62,926	63,726
8	60,810	61,810	64,410	65,010	65,810
9	62,895	63,895	66,495	67,095	67,895
10	64,979	65,979	68,579	69,179	69,979

For a teacher with greater than nine (9) years of teaching experience and who worked the prior year in the District, and in compliance with Articles 18-1.1 and 18-1.2:

1.) The teacher's 2017-2018 base salary will be multiplied by 102.50%.

2.) The advanced degree stipends, prorated to percentage worked, will be:

<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
\$1,000	\$3,600	\$4,200	\$5,000

3.) A teacher hired before June 30, 2016 who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked, of:

<u>12 years</u>	<u>18 years</u>
\$2,400	\$2,900

4.) A teacher hired after July 1, 2016, who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked, of:

<u>12 years</u>	<u>18 years</u>
\$2,200	\$2,700

5.) For a teacher who was employed by the District as of June 15, 2013 and would have been on step 11 or 12 for the 2013-14 fiscal year will receive a salary adjustment as stipulated in 18-2.0(b) prorated to percentage worked.

SALARY SCHEDULE FOR THE FISCAL YEAR 2019-2020

For a teacher with nine (9) or less years of experience and in compliance with Article 18-1.1 or 18-1.2:

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	47,375	48,375	50,975	51,575	52,375
2	49,364	50,364	52,964	53,564	54,364
3	51,354	52,354	54,954	55,554	56,354
4	53,344	54,344	56,944	57,544	58,344
5	55,333	56,333	58,933	59,533	60,333
6	57,323	58,323	60,923	61,523	62,323
7	59,313	60,313	62,913	63,513	64,313
8	61,303	62,303	64,903	65,503	66,303
9	63,292	64,292	66,892	67,492	68,292
10	65,282	66,282	68,882	69,482	70,282

For a teacher with greater than nine (9) years of teaching experience and who worked the prior year in the District, and in compliance with Articles 18-1.1 and 18-1.2:

- 1.) The teacher's 2018-2019 base salary will be multiplied by 102.50%.
- 2.) The advanced degree stipends, prorated to percentage worked, will be:

<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
\$1,000	\$3,600	\$4,200	\$5,000

- 3.) A teacher hired before June 30, 2016 who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked, of:

<u>12 years</u>	<u>18 years</u>
\$2,400	\$2,900

- 4.) A teacher hired after July 1, 2016, who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked of:

<u>12 years</u>	<u>18 years</u>
\$2,200	\$2,700

- 5.) For a teacher who was employed by the District as of June 15, 2013 and would have been on step 11 or 12 for the 2013-14 fiscal year will receive a salary adjustment as stipulated in 18-2.0(b) prorated to percentage worked.

SALARY SCHEDULE FOR THE FISCAL YEAR 2020-2021

For a teacher with nine (9) or less years of experience and in compliance with Article 18-1.1 or 18-1.2:

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	48,559	49,559	52,159	52,759	53,559
2	50,453	51,453	54,053	54,653	55,453
3	52,347	53,347	55,947	56,547	57,347
4	54,240	55,240	57,840	58,440	59,240
5	56,134	57,134	59,734	60,334	61,134
6	58,028	59,028	61,628	62,228	63,028
7	59,922	60,922	63,522	64,122	64,922
8	61,815	62,815	65,415	66,015	66,815
9	63,709	64,709	67,309	67,909	68,709
10	65,603	66,603	69,203	69,803	70,603

For a teacher with greater than nine (9) years of teaching experience and who worked the prior year in the District, and in compliance with Articles 18-1.1 and 18-1.2:

- 1.) The teacher's 2019-2020 base salary will be multiplied by 102.50%.
- 2.) The advanced degree stipends, prorated to percentage worked, will be:

<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
\$1,000	\$3,600	\$4,200	\$5,000

- 3.) A teacher hired before June 30, 2016 who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked, of:

<u>12 years</u>	<u>18 years</u>
\$2,400	\$2,900

- 4.) A teacher hired after July 1, 2016, who has taught in the District for the following consecutive years will receive a longevity stipend, prorated to percentage worked of:

<u>12 years</u>	<u>18 years</u>
\$2,200	\$2,700

- 5.) For a teacher who was employed by the District as of June 15, 2013 and would have been on step 11 or 12 for the 2013-14 fiscal year will receive a salary adjustment as stipulated in 18-2.0(b) prorated to percentage worked.

**NEW CASTLE SCHOOL DISTRICT
EMPLOYMENT CONTRACT**

1. Preamble. This Employment Contract, hereinafter called the “Contract,” is entered into this XXth day of March, 201X; between the New Castle School Board, hereinafter called the “Board”, and XXXXX, hereinafter called the “Teacher”.

2. Employment and Term. The Board agrees to and does employ the Teacher for a minimum of 185* days for the period July 1, 2016 through June 30, 2017 inclusive; at the salary of \$XX,XXX.XX to be paid in twenty-six (26) installments commencing on _____, 2016, with the last installment to be paid in June, 2017.

3. Authority and Responsibility. The Teacher agrees to work for the Board for said period and agrees to conform to and carry out all of the laws and all lawful rules and regulations including adopted Board policies which may be enacted relative to the conduct of schools, employees and/or students and to perform such other co-curricular activities as may be required from time to time by his/her supervisor.

4. Certification. The Teacher shall be required to hold for the life of this Contract a valid certificate in the area of education, properly registered and issued by the State of New Hampshire. The Teacher hereby warrants that he/she is qualified by a certificate, license or permit issued by the State of New Hampshire and is a “highly qualified teacher” in the subject or subjects, which he/she is employed to teach.

5. Resignation. A Teacher who signs a Contract with the Board and gives written notice prior to July 15th of intent to resign will not be released from the Contract until a suitable replacement has been found or forty-five (45) days have expired. After July 15th, a teacher shall be released from the contract by the School Board only for critical personal reasons.

6. Terms and Conditions. All of the terms and conditions of the Collective Bargaining Agreement (CBA) dated July 1, 2016 through June 30, 2021, and any amendments thereto, are incorporated herein by reference and made a part of this Contract.

7. Savings Clause. This Contract is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Any portion of this Contract, declared invalid, under the Laws of the State of New Hampshire or of the United States of America shall not affect the validity of the remainder of the Contract.

8. Signatory Deadline. A Teacher, who fails to sign this Contract in duplicate and return one (1) copy to the Superintendent of Schools within fifteen (15) days from date of issuance, shall be considered to have declined employment.

IN WITNESS WHEREOF the parties have executed this Contract on this XXXXX day of XXXX 20XX.

*Shall mean school days defined by the New Hampshire State Board of Education Regulations.

BY:

Superintendent of Schools

Teacher

STEP: _____ YOE: _____

20XX-XX Base Salary:

20XX-XX Base Escalation: _____ %
(CBA Article 18-2.0[b])

20XX-XX Base Salary:

Degree Stipend:

Longevity:

20XX-XX Subtotal: _____

Percent Employed: _____ %

20XX-XX Total Contract:

**NEW CASTLE SCHOOL DISTRICT
EMPLOYMENT CONTRACT**

1. Preamble. This Employment Contract, hereinafter called the “Contract,” is entered into this XXth day of March, 201X; between the New Castle School Board, hereinafter called the “Board”, and XXXXX, hereinafter called the “Teacher”.

2. Employment and Term. The Board agrees to and does employ the Teacher for a minimum of 187* days for the period July 1, 20XX through June 30, 20XX inclusive; at the salary of \$XX,XXX.XX to be paid in twenty-six (26) installments commencing on _____, 20XX, with the last installment to be paid in June, 20XX.

3. Authority and Responsibility. The Teacher agrees to work for the Board for said period and agrees to conform to and carry out all of the laws and all lawful rules and regulations including adopted Board policies which may be enacted relative to the conduct of schools, employees and/or students and to perform such other co-curricular activities as may be required from time to time by his/her supervisor.

4. Certification. The Teacher shall be required to hold for the life of this Contract a valid certificate in the area of education, properly registered and issued by the State of New Hampshire. The Teacher hereby warrants that he/she is qualified by a certificate, license or permit issued by the State of New Hampshire and is a “highly qualified teacher” in the subject or subjects, which he/she is employed to teach.

5. Resignation. A Teacher who signs a Contract with the Board and gives written notice prior to July 15th of intent to resign will not be released from the Contract until a suitable replacement has been found or forty-five (45) days have expired. After July 15th, a teacher shall be released from the contract by the School Board only for critical personal reasons.

6. Terms and Conditions. All of the terms and conditions of the Collective Bargaining Agreement (CBA) dated July 1, 2016 through June 30, 2021, and any amendments thereto, are incorporated herein by reference and made a part of this Contract.

7. Savings Clause. This Contract is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Any portion of this Contract, declared invalid, under the Laws of the State of New Hampshire or of the United States of America shall not affect the validity of the remainder of the Contract.

8. Signatory Deadline. A Teacher, who fails to sign this Contract in duplicate and return one (1) copy to the Superintendent of Schools within fifteen (15) days from date of issuance, shall be considered to have declined employment.

IN WITNESS WHEREOF the parties have executed this Contract on this XXXXX day of XXXX 20XX.

*Shall mean school days defined by the New Hampshire State Board of Education Regulations.

BY:

Superintendent of Schools

Teacher

STEP: _____ YOE: _____

20XX-XX Base Salary:

20XX-XX Base Escalation: _____ %
(CBA Article 18-2.0[b])

20XX-XX Base Salary:

Degree Stipend:

Longevity:

20XX-XX Subtotal: _____

Percent Employed: _____ %

20XX-XX Total Contract: _____