

**AGREEMENT**  
**BETWEEN THE**  
**NORTHWOOD SCHOOL BOARD**  
**NORTHWOOD, NH**  
**AND THE**  
**NORTHWOOD TEACHERS'**  
**ASSOCIATION**  
**NEA - NEW HAMPSHIRE**

**July 1, 2010 — June 30, 2011**

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## PREAMBLE

The Northwood School Board and the Northwood Teachers' Association recognize that the development of a quality educational program can best be achieved by agreeing that all parties work toward common goals. These two parties enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community.

## ARTICLE I RECOGNITION, JURISDICTION, DEFINITIONS

- A. **RECOGNITION:** The Northwood School Board recognizes the Northwood Teachers' Association NEA/New Hampshire as the exclusive bargaining agent for the purposes of negotiations, collective bargaining and the processing of grievances for teachers signing a New Hampshire contract of the Northwood School. This exclusive recognition shall remain in full force and effect for the duration of this Agreement.
- B. **JURISDICTION:** The jurisdiction of the Association shall include those persons who perform the duties or functions of the categories of employees in the bargaining unit.
- C. Nothing contained herein shall be construed to deny any employee rights guaranteed him under applicable state and/or federal civil rights law.
- D. **DEFINITIONS:**
  - 1. The term "teacher", when used hereinafter, shall refer to an employee who is a member of the bargaining unit.
  - 2. The term "Board" shall refer to the Northwood School Board.
  - 3. The term "Association" shall refer to the Northwood Teachers' Association, NEA/New Hampshire.
  - 4. The term "parties" shall refer to the School Board and the Association.
  - 5. The term "Principal" shall refer to the responsible administrative head of the Northwood School.
  - 6. The term "Association Representative" shall refer to any qualified designee of the Association.
  - 7. Whenever the singular is used in this Agreement, it is to include the plural.

## ARTICLE II MANAGEMENT RIGHTS

The Northwood School Board as a statutory branch of the New Hampshire Board of Education is the legal entity endowed with the powers and duties to effectively operate the public schools. The Board retains, subject to the language, provisions and implementation of this Agreement, all powers, rights, and authority vested in it by laws, rules, and regulations, including, but not limited to: the right to make and amend School Board policy; manage, and control school properties and facilities; select and direct personnel; determine, manage and control the school curriculum; relieve employees from duties for just cause; take such appropriate 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 functions of the school district will be performed. It is mutually agreed that all matters of managerial policy within the exclusive prerogative of the public employer or confided exclusively to the public employer by statute or regulations adopted pursuant to statute shall not be subjects for negotiation purposes and as defined and provided for in RSA 273A:1,XI.

## ARTICLE III NEGOTIATIONS

- A. Negotiations will be conducted in accordance with the procedures outlined in RSA 273-A.
  - 1. In the event of an impasse, it shall be governed by RSA 273-A:12.
  - 2. Nothing in this article shall prohibit reaching agreement between the declaring of impasse and the School District Meeting.
- B. All cost items contained herein are subject to approval by the annual School District Meeting. If such items are not approved, the Board and the Association shall reopen negotiations.
- C. The parties agree that there will be no strikes or other forms of job actions on the basis of the prohibition of such activities according to RSA 273-A:13.

#### ARTICLE IV EMPLOYEE RIGHTS

A. Fair Practices:

As sole collective bargaining agent, the Association will accept into voluntary membership all professional instructional staff covered by this Agreement without regard to race, creed, color, religion, national origin, political activities, marital status, or affiliation with other organizations.

B. The Northwood School Board and the Association agree that there will be no discrimination in the hiring of employees or in their assignments, promotion, transfer, or discipline because of race, creed, color, religion, national origin, sex, marital status, or lawful out of school political activities.

C. Academic Freedom:

1. The teacher shall be free of administrative censorship, discipline, and/or intimidation when he/she speaks or writes as a citizen outside the school.
2. Teachers shall be solely responsible for the grading of students. No minimum or maximum limitation shall be set on the number who pass or fail. The grade may be changed by the administration, but the teacher is not required to change the grade.

D. Protection of Individual and Group Rights:

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure.

E. Certification:

1. No teacher covered by the Agreement shall be employed unless certified by the State of New Hampshire except when authorized by the New Hampshire Department of Education.
2. Teachers shall not be required to teach outside their area of certification except in cases of emergency.

F. Transporting Children:

Teachers shall not be required to transport children.

#### ARTICLE V ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

A. A committee of the Association representatives shall meet not less than quarterly with the Principal to discuss matters relating to the welfare of the school. Both parties shall provide input for the meeting. There will be a mutual effort to make these sessions meaningful and advantageous to the school.

B. A copy of the public agenda of all School Board meetings will be made available to the official Association representative at least twenty-four hours before the meeting.

C. Since the Board and the Association are working together in good faith for the advantage of the School, both parties will make available to each other, without prejudice, all information in public domain.

D. The Northwood School District Policy Manual

1. The Board shall provide the Association with a current and updated copy of the complete policy manual.
2. All policies shall be applied and enforced fairly and equitably.

E. Existing Laws and Regulations Preserved

1. The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule, or application, including without limitation all applicable continuing contract, pension, or education laws and regulations.
2. This Agreement is intended to comply with School Board policy for the term of said Agreement, and the Board shall carry out in good faith the commitments contained herein and give them full force and effect as School Board policy. If a discrepancy does arise, Article XVI shall apply.
3. This provision shall in no way imply any circumvention of any statute or law, State Board or School Board policy.

F. Association Activity at the School Level

1. Before the opening of school, during lunch time and after the close of school on school days, the Association shall have the right to use areas approved by the Principal in the school building for meetings of teachers, provided there is no interference with any scheduled school activities.
2. The Association shall have the right to place Association related materials in the mailboxes of teachers with the advance knowledge of the Principal. All materials placed in the mailboxes shall be in good taste, being legal according to all applicable state and/or federal laws.
3. The Association shall be provided a clearly designated Association bulletin board for the purpose of posting Association related notices and other materials.

G. Association Leave

1. One member of the Association shall be entitled to be released without loss of pay to attend the NEA-New Hampshire Assembly of Delegates. In addition, the President of the Association or his/her designee shall be released without loss of pay not to exceed the equivalent of three (3) workdays per year for Association business. The Association will pay any substitute fees incurred.
2. A member of the bargaining unit who is elected to a full-time paid officer or appointed to the staff of NEA-New Hampshire or the National Education Association may, upon proper application, be granted an unpaid leave of absence for one (1) school year.
  - a. This one (1) year leave of absence may be renewed for one (1) additional year upon written application by the teacher to the Board by February 1 in the year the leave is to expire.
  - b. Any teacher intending to return from a year's leave of absence shall notify the Board in writing prior to February 1 in the year the leave expires.

H. Printing and Distribution of the Agreement:

The Board and the Association agree to share equally the costs of printing the Agreement. The Association agrees to distribute copies of this Agreement to the members of the bargaining unit. The Board agrees to distribute copies of this Agreement to the administration and supervisory personnel in the district.

I. Dues Deductions:

The Association dues will be deducted from the regular salary paycheck of the Association member upon request of the member. Deductions shall be in equal installments from a list given to the School District by October 15. If an Association member leaves the District before the full dues have been deducted, the balance due shall be deducted from the member's final check up to the amount of the check. The School District will transmit to the Treasurer of the Association monthly.

**ARTICLE VI WORK YEAR—WORK DAY**

A. Length of School Day and Year

1. The school day shall be six hours and fifteen minutes (6:15), or not more than thirty one hours and fifteen minutes (31:15) per week including the lunch period.
2. The teachers shall be on the premises thirty (30) minutes prior to the beginning of the school day.
3. The teachers shall be available for meetings or extra student help for thirty (30) minutes after the 2:15 dismissal with the exception of the last teaching day of the week.
4. The school calendar shall be determined by a committee of two school board members and one administrator chosen by the Board and two teachers chosen by the Association
5. The work year of teachers, consisting of 187 days, shall begin no earlier than five (5) work days, prior to the first student day, and will not be earlier than the Tuesday of the last full work week in August, and will end when published close out procedures are finished. Three hours of a workshop day prior to the opening of school will be used for classroom preparation.

B. Teaching Loads, Programs, and Marks

1. The Board shall make every effort to keep academic class size to twenty-five (25) students per teacher. When any class exceeds this number, serious efforts shall be made to hire a paraprofessional by the Administration, the Board, and the teachers involved.
2. The Administration shall notify teachers of their intended assignments for the coming year at the time annual contracts are issued or May 15, whichever comes first.
3. The rank book and the plan book shall be made available for use by substitutes. The rank book and plan book will be collected at the end of the school year and returned to the teacher at the beginning of the school

year. Any teacher who terminates for any reason during the school year must immediately turn in his/her plan book and rank book to the Principal.

4. Each teacher shall have at least five forty-five minute preparation periods per week. The time during specialty subjects (e.g. music, art, physical education, library, health and/or technology) will be used as preparation time.

#### C. Facilities and Supplies

1. Every class shall be held in a properly heated, lighted and equipped teaching area.
2. The Board recognizes that in order to adequately perform their duties, teachers need audio visual, copying equipment and other equipment including VCRs and a computer with printer, digital camera, scanner and other technology items, available in the school. It is the Board's intent to make such equipment, in working order, available and convenient for teacher use.
3. Teachers shall be allowed to help determine what supplies are to be ordered for use in their classrooms.

- #### D. Extra-curricular activities shall be voluntary and teachers shall be compensated for all extra-curricular activities according to the schedule in Appendix B.

#### E. Substitutes:

Substitutes shall be hired to cover assignments of all teachers when they are absent one day or longer. Whenever possible, these substitutes shall be certified. A teacher shall not be asked to substitute during preparation periods or other non-teaching time except in an emergency.

#### F. Professional Working Conditions:

1. Non-instructional duties are daily bus, lunch and recess duties.
2. Teachers shall be assigned non-instructional duties not to exceed 2.5 such assignments on average per week.
3. Teachers shall be provided with a duty free lunch period equal to that of the students.

- #### G. Twenty-four (24) hours notice must be given by a parent or teacher to schedule an appointment after school.

#### H. Teacher Meetings

1. Teachers may be required to remain at school after pupil dismissal to attend meetings. There will be one (1) meeting per month which could run until 4:15 p.m. Teachers will be notified of such meeting and the subject matter at least forty-eight (48) hours in advance of the meeting.
2. Attendance at five (5) evening meetings or functions shall be required of teachers. These meetings or functions will be scheduled in September and the teachers shall be notified no later than October 15th. In the event the schedule is changed, teachers will be notified within two (2) weeks or as soon as possible.

#### I. Notices and Announcements

1. All official circulars pertaining to teachers shall be posted on a designated bulletin board in the building and a copy furnished to the Association.
2. A directory of school personnel shall be provided to all personnel by October 1 of each year.
3. A systematic method of circulating information shall be devised. Use of the public address system and classroom phones when classes are in session shall be restricted to emergency calls.

### **ARTICLE VII EVALUATIONS, FILES, DISCIPLINARY ACTION**

#### A. Evaluations

1. A purpose of observations and evaluations is to help the teacher and improve instruction. All observations and evaluations shall be made by the Principals, Assistant Principals, Superintendents, or Assistant Superintendents. All formal observations of teaching performance shall be conducted in person and with the full knowledge of the teacher.

2. The Board agrees that it will not use electronic devices such as video or speaker systems installed in the school to actively supervise/evaluate the teaching staff.
3. At the beginning of each school year, a conference will be held between the Principal and the teacher for the purpose of discussing the Professional Growth Plan of the teacher. This Professional Growth Plan will be one of the criteria used during teacher observations.
4. A conference will be held within five (5) school days of the observation before the written report is completed. A formal copy of the evaluation shall be given to the teacher within ten (10) school days of the observation. The teacher shall have the right to append his/her remarks to the formal report and any and all remarks shall be included in the teacher's file. No such report shall be included in the teacher's file, be sent to the Central Administration, or otherwise be acted upon without prior conference with and knowledge of the teacher.
5. Any teacher who has received a derogatory evaluation will be given an opportunity to rebut said evaluation by another evaluation with another evaluator, during a different time of day and, where practical, with another student group. If possible, this evaluation will be conducted not later than thirty (30) days after the original evaluation.
6. If any employee is found to be unacceptable or in need of improvement in any area, a program of improvement will be developed by the evaluator which may include, with mutual consent, the assistance of peers. The plan will be based on needs recognized during observation and evaluation. This program of improvement will be in written form and should include a schedule for follow-up visits and conferences.

#### B. Teachers' Files

1. No material derogatory to a teacher shall be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to all copies.
2. Upon request, teachers shall be given access to their files in the administrative office upon reasonable notice during regular business hours. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file. Any applicable costs will be borne by the teacher. No material may be removed prior to the teacher's inspection of the file. Any teacher shall have access to his/her official files or records maintained in the school district. No unofficial files shall be kept on any teacher.
3. Upon request of the teacher, material will be removed from the files and destroyed when a teacher's claim that it is inaccurate or untrue is sustained.
4. Any complaint regarding a teacher made to any member of the Administration by a parent or other person shall be investigated promptly. The teacher involved shall be given an opportunity to respond and to meet with persons making the complaint in order that he/she may rebut the complaint. If a person making the complaint refuses to participate in this procedure, any and all references to the complaint shall be removed from the teacher's file. The teacher shall acknowledge that he/she 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. The teacher shall also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent or his designee, and attached to all copies.

#### C Disciplinary Action

1. Just Cause: No teachers shall be disciplined except for just cause, but excluding a dispute arising over the failure to renew a teacher with less than two years experience in the district.
2. Both parties shall have the right to representation at every formal stage of any disciplinary proceeding or action.
3. Nothing in this contract shall be construed to deprive a teacher or the Board of their rights under the law.

## ARTICLE VIII - TRANSFERS AND VACANCIES

### A. Transfers

1. Requests for transfers shall be submitted in writing at any time during the school year to the Superintendent of Schools and the Principal. Teachers shall renew their requests annually.
2. Notice of action on the transfer request shall be given to a teacher no later than three (3) workdays following the final decision.
3. Seniority based on consecutive years of experience at the school shall be a consideration in transfers.
4. Any transfer not requested by the teacher shall be made only after a meeting between the teacher, the principal and the Superintendent. In the event that a teacher objects to the transfer, he/she will notify the local Association President or local designee and they will meet with the Administrative persons to discuss the matter.
5. Transfer pertains to a change in current teaching assignment or grade level. Teachers will only be placed in positions for which they are "highly qualified" and certified or have received temporary approval from the State Board of Education that includes an alternative plan recognized by the Department of Education.

### B. Vacancies

1. When new positions are opened or vacancies occur in existing positions, (including extracurricular activities), notice shall be posted promptly on the appropriate bulletin board. During the summer, the Association President will receive notice of all vacancies.
2. Qualifications, requirements, duties, salary and other pertinent information shall be posted.
3. In considering candidates for a position, qualifications by reason of experience, training, capacity and general ability to execute proficiently all the demands of this position, shall be reviewed and considered among the candidates. Where these factors are the same among a number of candidates, seniority at the school shall rule.
4. Such applications shall be in writing and shall set forth the basis on which the applicant solicits consideration. Five (5) working days shall be allowed for the submission of applications. Applicants will be informed as to the status of their applications within twenty (20) days of posting date.

- C. Other Job Openings: Positions in any summer programs and/or evening programs shall be filled first by regularly appointed teachers at the school who possess the necessary qualifications.

## ARTICLE IX - TEMPORARY LEAVES OF ABSENCE

Temporary Leaves of Absence: Teachers will be entitled to temporary leaves of absence from school, with full pay, each school year as follows:

### A. Sick Leave

1. Teachers in the district shall be credited with their fifteen (15) days of sick leave on the first (1st) day of school cumulative to one hundred fifty (150) days. Any accumulation of sick leave days that present employees have at the effective date of this agreement shall be retained.
2. Teachers shall be notified of their accumulated sick leave during the month of October.
3. Sick leave shall be determined to mean absence due to personal illness or serious illness in the immediate family, that is spouse, children and/or other dependents. The Superintendent may require after three consecutive school days a statement from a physician certifying the illness or accident.

### B. Sick Leave Bank

1. Upon hire by the District, teachers will become members of the sick bank.
2. The sick leave Bank is only available for the personal illness of the employee. Member shall become eligible to request extended benefits from the Sick Bank after an incapacitating illness or disability of thirty (30) calendar days, provided they have exhausted all of their accrued sick leave.
3. Each teacher will contribute two (2) days per year and the Board will match that contribution until the number of days exceeds a number equivalent to six (6) times the number of personnel in the Bargaining Unit. If at any time the number of days falls below three (3) times the number of teachers in the unit, employees in the Bank will each contribute one (1) day and the Board will match that contribution until the number of days in the Bank is between four (4) and six (6) times the number of the employees in the Bargaining Unit. Such reseeded will occur on the first of September following the year the bank falls below three times the number of teachers in the Unit.

4. A teacher may apply for up to sixty (60) days from the Sick Bank. Application for Sick Leave days should be submitted to the Superintendent and must include medical evidence. Application for Sick Bank days shall be submitted along with medical evidence to a committee composed of 2 Board representatives or designees and 2 Association representatives. This committee shall make decisions regarding Sick Bank use. In the event of a tie the chairman of the committee shall cast the deciding vote. The decision of the committee is reviewable by the full School Board if requested by the applicant but is not subject to the grievance procedure.
- C. **Emergency Days:** Up to five (5) emergency days a school year may be used for hospitalization or death of a close personal friend, or a member of the immediate family: spouse, grandparents, parents, in-laws, siblings, children, and grandchildren. This will not be deducted from sick leave.
- D. **Personal Days:** Three (3) days leave of absence is allowable for personal or legal business per year with at least three (3) days notice, except in emergency situations.
- E. **Professional Days:** To help each teacher develop professionally three (3) visitation or educational conference days may be incorporated into the school program as a means of continued growth.
- F. If a teacher attending a full day, full time summer school under a Board approved program finds his/her assignment commencing prior to the completion of the school year, he/she shall be released to attend the summer school. The teacher being released shall be compensated for the period of school attendance at his/her regular salary reduced by the amount of any compensation her/she is awarded for summer school attendance.
- G. **Jury Duty:** A teacher who is called for jury duty or subpoenaed as a witness and who is unable to obtain a waiver shall be excused from teacher duties for the actual time involved in said service and will receive his/her full salary less any court reimbursement. These days will not be deducted from any other leave.

#### **ARTICLE X - EXTENDED LEAVES OF ABSENCE**

**Extended Leaves of Absence:** Teachers who have completed one year of permanent employment in the district will be eligible to request a temporary leave from school, without pay, each school year as follows:

- A. **General Terms**
  1. Any teacher who has been granted a leave of absence may keep his/her insurance benefits in force while on an unpaid leave by paying the total cost of the benefits to the School District. These payments must be paid thirty (30) days prior to the due date according to regulations set up by the School Board.
  2. Such leaves are to be without loss of existing sick leave and seniority.
  3. A teacher shall return from leave to the same position, which that teacher held prior to taking such leave. If that position no longer exists, that teacher will be given the next open position for which that teacher is qualified and certified.
- B. **Child Rearing/Adoptive Leave:** Any professional employee may request a child rearing leave for up to one year. Any request for an unpaid child rearing/adoptive leave must be submitted with the notification of maternity disability or notification of adoption. The return date from this leave must be specified upon application; said date must coincide with either the beginning or mid-point in the school year.
- C. **Extended Personal Leave:** A teacher may be granted a one-year (September–June) personal leave without pay. Request for such leave should be made no later than March 1st for the coming year.

#### **ARTICLE XI - TERMINATION**

- A. **Reduction in Force:**
  1. In the event that it becomes necessary to eliminate a teaching position, the Board shall terminate the necessary employees in a way, which is deemed to be in the best interests of the school. Seniority and ability of personnel will be the two factors strongly considered by the Board in making these decisions, but it is recognized by all parties that the education of the students must be the overwhelming consideration.

2. Teachers whose positions have been identified to be eliminated shall have the right to be offered a contract for the following school year for a position for which the teacher is certified provided that a position becomes vacant and available prior to the commencement of the next school year.
3. Teachers on layoff will be eligible for recall for a two-year period following their layoff. Teachers will be recalled on the basis of the factors A-1 above. Teachers wishing to be placed on the recall list must notify the Superintendent by certified mail by October 31st of the same year following their layoff.
4. Any person laid off who is recalled to a position they are qualified to fill, gives up all future recall rights if the position is turned down. A recalled teacher's credit for previous years of service shall not be lost as a result of layoff.

**B. Individual Employment Contracts**

1. Any teacher signing a contract is expected to fulfill that contract. If a teacher wishes to request a release from that contract, such request shall be made to the Board in writing before August 1 of any year for the coming school year. It is clearly understood by both the Association and the Board that any decision made under such conditions must be made with prejudice toward the educational process of the Northwood School and with the children's education as the central focus.
2. It is further understood that for no reason whatsoever, other than an immediate emergency that makes it impossible to teach in the Northwood School, will any request for release from a contract be heard by the Board after August 1 of any year for the coming school year.

**ARTICLE XII - PROFESSIONAL IMPROVEMENT**

**A. Course Reimbursement**

1. The Board will pay 100% of the tuition costs of two courses per year, based on the UNH matriculated graduate course fees, provided successful completion of the course with a grade of "B" or better in graduate or undergraduate courses. The Board agrees to accept a passing grade in the courses where only a pass/fail system is used. Additional funds for these courses, if required, may be approved by the Superintendent.
2. Prior approval of the Superintendent is required for all courses for which reimbursement is requested.
3. For courses taken during the school year, the Board will pay the tuition costs (based on #1 above) upon registration for the course(s). If the teacher does not receive a "B" or better, the teacher will reimburse the board through pay deductions over the remainder of the year.
4. Summer courses (any courses which end after the close of Northwood School) will be reimbursed during the next school year to those teachers who return to work.
5. Teachers who are reimbursed for courses of their selection agree to return to this school system for a minimum of one year following the completion of the course.
6. The Administration will provide workshops to be available at no cost to teachers. Teachers will be guaranteed input into the planning of these workshops.
7. The School District will pay the cost of Praxis II Assessments as needed for current (05-06) staff for HQT purposes.

**B. Professional Improvement Workshops**

1. The Association, Administration and the Board will work together to develop workshops.
2. An amount equal to \$300.00 per teacher in the bargaining unit will be budgeted to be used for attendance at professional workshops during the school year. Compensation will be distributed from a "pool" upon the request to the Workshop Committee.

**ARTICLE XIII - COMPENSATION**

- A. **Basic Salary Schedule:** The salaries and differentials of the members of the bargaining unit are set forth in Appendix A which is attached to and made part of this Agreement.
- B. **Extra-Curricular Activities:** A schedule for payment of extra curricular duties is set forth in Appendix B which is attached to and made part of this Agreement. All extra curricular positions will be posted yearly.

C. Placement on the Salary Schedule

1. Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for degree status and creditable years of experience as determined by the Superintendent and with the concurrence of the Board.
2. Newly employed personnel shall be placed on the salary schedule at the step commensurate with training and experience as determined by the Superintendent with the concurrence of the board. New teachers shall not receive a higher salary than any presently employed teacher with equal training and experience. It shall be the responsibility of the teacher to provide evidence of education in the form of official transcripts from accredited institutions.

D. Employment: All teaching contracts are to be issued by April 30.

E. Method and Time of Salary Payment: Salaries shall be paid in coordination with the District(s) regular cycle in bi-weekly nearly equal installments. No more than fourteen (14) calendar days shall elapse between salary payments. When an employee signs a contract, he/she shall choose one of the following methods of salary payment:

1. Bi-weekly for twelve (12) months with the payment for July and August made in the last pay day at the end of the school year.
2. Bi-weekly for ten (10) months during the school year.
3. Bi-weekly for twelve (12) months. July and August payments may be on a monthly basis.
4. The District agrees to provide the Section 125 Premium Offset Plan (POP).

All monies will be paid providing contractual obligations have been fulfilled as determined by the Principal.

F. Longevity: Teachers shall receive eight hundred dollars (\$800.00) upon completion of ten (10) years experience in the district. For each subsequent year of experience teachers shall receive \$150.00 times the number of years above 10. These yearly longevity payments will be made in one lump sum settlement in the teacher's first paycheck in November.

G. Anniversary Dates: For purposes of salary payment, full-time teachers serving more than one-half (1/2) of a school year will be eligible to advance a step on the salary schedule each September.

H. Any member of the bargaining unit who is required to work before or after the work year shall be compensated for work performed at a pro rata of his/her annual salary.

I. The Superintendent must be notified in writing no later than the last day before December Holiday break of any school year of any anticipated change of status, which will take effect during the next fiscal year (July 1 - June 30). Change of status will become effective as soon as evidence of completion has been provided. Transcripts of courses taken or degree earned which enable a teacher to make a change must be presented to the Superintendent.

J. Retirement Severance:

1. The definition of "retiring teacher" for the purpose of this contract shall be a teacher who:
  - a. Has ten (10) or more years of services to the Northwood School District.
  - b. Is eligible to receive retirement benefits from the New Hampshire Retirement System.
  - c. Has notified the Board of his/her intent to retire provided that such notification is to be in writing and is to be received by the board prior to December 1, three years prior to that teacher's last year of services to the District.
2. The Board will pay any retiring teacher One Thousand Dollars (\$1,000) per year for up to three years prior to his/her retirement.

K. Upon retirement and at least ten (10) continuous years in the district excluding authorized leaves, a teacher shall receive compensation equal to ninety dollars a day (\$90/day) for up to fifty-five (55) days of accumulated sick leave.

L. Members of the teaching staff will be reimbursed at the current rate per mile for travel authorized by the principal required in the execution of their responsibilities above usual and customary mileage.

- M. A stipend, of one thousand dollars (\$1,000.00), shall be paid to any teacher who is selected to mentor another teacher. A mentor program will be developed according to SAU Evaluation Plan.

#### **ARTICLE XIV - INSURANCES AND BENEFITS**

**A. Medical Insurance:**

1. The District will pay 95% of a single membership, or 90% of a two-person, single parent/child and 85% of full family membership in the Blue Choice "Three Tier" Plan for full-time employees.

Employees may participate in the following health care plans, at any level of membership; Blue Cross/Blue Shield Plan "JY", Blue Choice "Three Tier" Plan, and Matthew Thornton HMO. If the cost of the selected plan or membership level exceeds the cost of the coverage of Blue Choice "Three Tier" Plan offered by the School District, the employee must pay the cost differential.

For employees currently enrolled in the Blue Cross Blue Shield "JY" Plan the School District shall continue to pay 91% of a single membership, or 81.5% of a two-person, single parent/child or family plan. Until May 1, 2005, the enrollment in the JY plans for 2005-2006 may change by a net increase of two more participants. The Association shall oversee the selection of additional participants and inform the Superintendent in writing.

2. The School District shall offer a "buy out" plan of \$5,000.00 per year to be paid in equal payments in September and February to any teacher who chooses not to participate in a health plan. Teachers wishing to take advantage of this opportunity will need to demonstrate to the Superintendent that they have health insurance coverage from another source.
3. The Board will pay a pro-rated premium for part-time employees based on their contracted hours as a percentage of a full time teacher.
4. The District's total cost exposure to provide the plans and health coverage noted above shall not exceed Five Hundred Seventy Thousand Six Hundred Three Dollars and Eighty-Seven Cents (\$570,603.87) for the 2010-2011 school year. Any premium amount above \$570,603.87 shall be the responsibility of the Northwood Teachers' Association who shall apportion said costs in the manner it deems appropriate to the subscribing employees. Said apportioned costs shall be added to the contributions identified in section 1 above and shall be paid in accordance with regular payroll practices.
5. If the parties are unable to come to agreement on a successor collective bargaining agreement, it is their desire to establish the status quo in connection with employer/employee contributions to health benefits. Accordingly, if the parties are unable to reach agreement the status quo going forward shall be the same proportional ratio of the actual total employee/employer costs (excluding employee buyout) for the 2010-2011 school year.

**B. Dental Insurance:**

The School District will pay one hundred percent (100%) of a single, eighty-five (85%) of a two person or eighty-five percent (85%) of a family membership in the Northeast Delta Dental Program as follows: 100% of coverage A, 80% of Coverage B, 50% of Coverage C, maximum \$2,000/year. Coverage D, Orthodontics 50%. Coverage D has a separate lifetime maximum of \$1,000.00 for each eligible dependent child to age 19.

**C. Life Insurance:**

The School District will pay the full premium for Group Life Insurance at a rate of two (2) times the individual's current salary.

**D. Long Term Disability Insurance:**

1. The District agrees to provide disability income benefits for all full time certified personnel employed by the District commencing at the end of ninety (90) calendar days after the employee becomes totally disabled and is under a physicians care as a result of injury or illness.

2. The term total disability means the complete inability of the employee to perform any and every duty of his regular occupation. Once benefits have been paid for twenty-four (24) months, total disability shall mean the complete inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by training, education, or experience. The employee must be under the regular care of a physician but house confinement will not be required.
3. The disabled employee shall be paid by such insurance carrier as the District may select sixty-six and two-thirds (66 2/3%) percent of said employee's gross pay under the contract in effect on the day said employee first becomes totally disabled, but not in excess of Five Thousand Dollars (\$5,000.00) per month.
4. If the disabled employee is entitled to other income during a period of disability from:
  - a. Workers' Compensation or other similar legislation and other benefit acts, such as the State Teachers' Retirement System,
  - b. Another group insurance or pension plan providing disability income benefits;
  - c. Benefits (primary or family) under the Federal Social Security Act,
  - d. Accumulated sick leave from the District,

Then said employee's benefits will be reduced by the amount received from these sources.

5. Exclusion - no coverage will be provided for disabilities from the following causes
  - a. Intentionally self-inflicted injuries.
  - b. War, declared or undeclared, insurrection, rebellion, or participation in riot.
  - c. Any disability in excess of twenty-four months that results from mental or nervous illness or disorder of any type. This limitation will not restrict benefits during a period of confinement in a hospital or other licensed institution.

**D. Physical Examinations:**

Physical examinations are mandatory for employment in the School District. Employees shall schedule their examination with the authorized school physician at no cost to the employee. If the employee wishes to be examined by a physician other than the authorized school physician, the District will pay \$60.00 toward the cost of the exam.

**E. Tax-free Annuities:**

The School Board agrees to allow teachers to take advantage of the federal law concerning tax-free annuities and shall implement a tax-free annuity program.

**ARTICLE XV - HANDLING OF NEW ISSUES**

Matters of Collective Bargaining importance, not covered by this Agreement, may, during the life of the Agreement, be handled in the following manner: This Agreement can only be changed by mutual consent.

**ARTICLE XVI - SAVINGS CLAUSE**

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association.
- B. In the event that any provision of this agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XVII - GRIEVANCE PROCEDURE**

**A. Definitions**

1. A grievance shall mean a complaint by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of the provisions of this Agreement.
2. As used in this Agreement, the term "employee" shall mean: 1) an individual employee, or; 2) a group of employees, or; 3) the Association.

3. This procedure shall not be used to adjust a complaint where the law requires a specific procedure and method of redress inconsistent with this procedure.

## B. Adjustment of Grievances

### Informal Step - Principal Level:

An employee must informally discuss a grievance with the Principal within ten (10) school days after the employee knew or should have known of the act or condition upon which the complaint is based. Failure to reach a mutually satisfactory resolution may be cause for the employee to refer the grievance to Step 1.

### Step 1 Formal Written - Principal Level:

An employee wishing to process a grievance at Step 1 will do so in writing to the Principal within five (5) school days from the conclusion of the discussions at the informal step or in the case of the Association within fifteen (15) school days after the grievant knew or should have known of the act or condition which is the basis of the complaint. The Principal shall establish a formal conference on the matter and whenever a grievance is filed by a teacher without the Association, the Principal shall notify the Association and shall give the Association the opportunity to be present and state the views of the Association. The aggrieved employee and the Association shall be given at least two (2) school days notice of said conference. The Principal shall respond in writing ten (10) school days from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both the employee and the Association.

### Step 2 Superintendent Level:

If the grievance is not resolved at Step 1, the employee or his/her representative may within five (5) school days of receipt of the answer submit the grievance in writing to the Superintendent. The Superintendent shall set up a conference to be held within ten (10) school days of submission of the grievance to him/her. The Superintendent shall furnish the employee and the Association with a written decision within ten (10) school days of the conference.

### Step 3 - School Board Level:

If a grievance remains unsettled after having been processed through Step 2, the employee or the Association may within five (5) school days from the date the decision is rendered at the previous step, submit the grievance to the School Board. In which case, the grievance is to be submitted in writing and specify the nature of the complaint and the remedy requested. Copies of previous decisions are to be included with the grievance. Within five (5) school days from the date the grievance is filed at Step 3, the School Board will establish a mutually convenient date and time for a meeting to discuss the matter. Both parties reserve the right to include consultants in any such meeting. The Board shall render its decision in writing together with supporting reasons to the employee, Association, Principal, and Superintendent within fifteen (15) school days from the date the grievance is received.

### Step 4 Arbitration:

1. If the School Board's answer from Step 3 is unsatisfactory, the Association may submit the matter to arbitration within ten (10) school days of the receipt of the written answer. If no answer is received by the Association within ten (10) school days of the Step 3 conference, the Association may submit the matter to arbitration.
2. The Association may initiate arbitration by filing with the American Arbitration Association, copies going to the Superintendent and the School Board. The notice shall include a brief statement of the issue to be decided by the arbitrator.
3. The arbitrator shall be selected by the parties in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association.
4. The arbitrator's hearing shall be held in this district. The arbitrator shall hear and decide the case that was set before him by the notice. The arbitrator shall be bound by this Agreement: he shall have no power to delete or modify the provisions of this Agreement.
5. The Arbitrator shall issue his/her decision not later than five (5) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The award shall be in writing and within thirty (30) days the arbitrator shall set forth his/her opinion and conclusions on the issues submitted.
6. The award and opinion of the arbitrator shall be final and binding. The Association and the School Board shall share fees and expenses equally.

C. General Provisions

1. Both parties shall have the right to include in its presentation representatives of its own choosing.
  2. The School Board acknowledges the right of the Association to participate in the processing of a grievance at Step 1 or above, and at Informal Step with the concurrence of the teacher.
  3. Providing the parties agree, Informal Step, Step 1, and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
  4. No reprisals of any kind will be taken by the School Board or the School Administration against any teacher because of his/her participation in the Grievance Procedure.
  5. The School Board and the Administration will cooperate with the Association in good faith in its investigation of any grievance and furnish any information in the possession of the School Board which may help in the processing of any grievances.
  6. Time limits in the section(s) may be extended or shortened by mutual consent of the parties.
- D. Should it become necessary, pursuant to the Grievance Procedure, for a member of the Association to attend a grievance meeting or hearing during the school day, he/she will be released without loss of pay as is necessary to permit participation in the foregoing activity.
- E. Times referred to are figured in school days during the school year and thereafter by mutual agreement.
- F. The operation of this grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.
- G. If Chapter 542 should not be held by the Supreme Court of New Hampshire to be inapplicable to employees in this bargaining unit, this article of the contract shall be renegotiated.

**ARTICLE XVIII DURATION**

This agreement and each of its provisions shall become effective on July 1, 2010, and shall remain in effect until June 30, 2011. Either party to this agreement may initiate negotiations for a successor Agreement by notifying the other no later than October 1, 2010.

**NORTHWOOD SCHOOL BOARD**

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**NORTHWOOD TEACHER'S ASSOCIATION**

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**NORTHWOOD SCHOOL DISTRICT**

**APPENDIX A  
SALARY SCHEDULE**

**Employees shall remain on their 2008-2009 salary step through the 2009-2010 school year.**

**2010-2011**

<b>Step</b>	<b>B</b>	<b>B15</b>	<b>BA35/M</b>	<b>M15</b>	<b>M30</b>	<b>MA45/D</b>
0	29,248	32,015	33,596	35,177	36,363	37,090
1	30,272	33,136	34,772	36,409	37,636	38,389
2	31,332	34,296	35,989	37,683	38,953	39,732
3	32,428	35,496	37,248	39,002	40,316	41,123
4	33,563	36,738	38,552	40,367	41,727	42,562
5	34,738	38,024	39,902	41,780	43,188	44,052
6	35,954	39,355	41,298	43,242	44,699	45,594
7	37,212	40,732	42,743	44,755	46,264	47,189
8	38,515	42,158	44,240	46,322	47,883	48,841
9	39,863	43,634	45,788	47,943	49,559	50,550
10	41,258	45,161	47,390	49,621	51,293	52,320
11	42,702	46,741	49,049	51,358	53,089	54,151
12	44,196	48,377	50,766	53,155	54,947	56,046
13	45,743	50,071	52,543	55,016	56,870	58,008

On August 23, 2010, eligible employees shall progress one step on the salary schedule from their positions as of the end of the 2009-2010 school year.

NORTHWOOD SCHOOL DISTRICT

APPENDIX B

EXTRA-CURRICULAR SALARIES

2010-2011

SPORTS	STIPEND 2009-2010
Boys' Soccer Coach.....	\$1,300.00
Girls' Soccer Coach.....	\$1,300.00
Boys' XC Coach .....	\$1,000.00
Girls' XC Coach .....	\$1,000.00
Boys' Basketball A Coach .....	\$1,700.00
Girls' Basketball A Coach.....	\$1,700.00
Boys' Basketball B Coach .....	\$1,200.00
Girls' Basketball B Coach.....	\$1,200.00
Cheerleading .....	\$1,200.00
Baseball .....	\$1,200.00
Softball.....	\$1,200.00
Intramurals*	
Boys' Soccer .....	\$300.00
Girls' Soccer.....	\$300.00
Boys' B Basketball .....	\$300.00
Girls' B Basketball.....	\$300.00
Athletic Director .....	\$2,000.00
<b>Total:.....</b>	<b>\$17,200.00</b>

\*Intramurals are based on six 1 1/2 to 2 hour sessions. Boys and girls programs may be combined if the numbers allow but only one stipend per person will be awarded.

Stipend Increases: Stipends will not increase annually. At present, Northwood athletic stipends are higher than the other schools in our district. However, if at any time during the length of this contract, Strafford or Nottingham stipends for athletic team coaches are greater than Northwood, Northwood will match the higher amount.

**NORTHWOOD SCHOOL DISTRICT**

**APPENDIX C**

**NORTHWOOD SCHOOL DISTRICT**

**APPENDIX C**

**CLUB FACILITATORS STIPENDS**

**2010-2011**

\$10,000 total club stipend budget

This \$10,000 is to cover the costs of stipends for at least 12 school clubs. Each club will be approved by the club committee (as in years past) and each stipend should be based on an hourly rate of \$25.

This total \$10,000 amount will not increase annually. The \$25 per hour rate will not increase annually.

Memorandum of Understanding #1

Salary Stipend

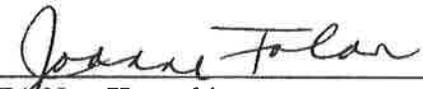
During the 2010-2011 School Year, employees Joanne Albert, Rita Dalle Molle and Rebecca Shoup shall receive a one time \$600 stipend which shall be paid in the first December, 2010 paycheck.

Date:

  
\_\_\_\_\_  
Northwood School District

Date:

6/16/10

  
\_\_\_\_\_  
NEA New Hampshire

Memorandum of Understanding #2

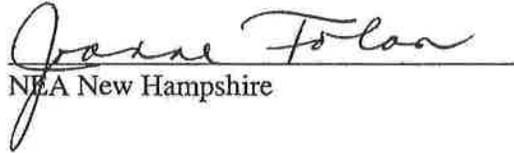
The parties recognize that it may be in both their interests to discuss without the requirement of a binding commitment changes to the current School Year calendar. To that end, the District may present to the Union a revised School Year Calendar which may include modifications to both the length of the school day and/or school year. The Union agrees to meet and discuss any such calendar proposals in an effort to come to mutual agreement. The request of the District shall not place unreasonable time restrictions or burdens on the Union representatives.

Date:

  
Northwood School District

Date:

6/16/10

  
NEA New Hampshire