

AGREEMENT
BETWEEN THE
NOTTINGHAM SCHOOL BOARD
AND THE
NOTTINGHAM TEACHERS' ASSOCIATION
NEA-NH/NEA

July 1, 2010

through

June 30, 2015

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ARTICLE I - RECOGNITION, JURISDICTION, DEFINITIONS

A. Recognition

The Nottingham School Board recognizes the Nottingham Teachers' Association, National Education Association, as the exclusive representative for all full and part-time teachers, speech and language pathologists, guidance counselors and school nurses within the school district for the purpose of collective negotiations and the settlement of grievances under the provision of RSA 273-A of the State of New Hampshire. Excluded from representation are secretaries, aides, janitors, principal, and all other supervisory personnel. 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 hold the positions that have been certified in the determination of the bargaining unit.

C. Nothing contained herein shall be construed to deny any employee rights guaranteed him/her under applicable state and/or federal law nor shall any provision deny the School Board any rights under applicable state and/or federal law.

D. Definitions:

1. As used in the Agreement, the term "teachers" shall refer to members of the bargaining unit.
2. The term "Board" shall refer to the Nottingham School Board.
3. The term "Association" shall refer to the Nottingham Teachers' Association, National Education Association.
4. The term "parties" shall refer to the School Board and the Association.
5. The term "Principal" shall refer to the administrative head of the Nottingham School as designated by the Board.
6. The term "Association Representative" shall refer to the President of the Association or a person he/she shall designate.
7. Wherever the singular is used in this Agreement, it is to include the plural.
8. The term "Supervisor" shall refer to the Assistant Principal, Principal, Assistant Superintendent and Superintendent.
9. The term "preparation period" will be defined as whatever length of time is called for in the school schedule for that particular period, e.g. 42 minutes, 30 minutes.
10. The term "professional day" shall refer to a paid day for the enhancement of a person's career or professional standing and shall be granted with the principal's approval.
11. The term "teacher workshop day" shall refer to the contractually authorized days for classroom preparation, curriculum planning (e.g. Literacy Collaborative tasks), administrative tasks (e.g. SPED, consultation, scheduling, team meetings), and professional development the purpose of which shall be collaboratively decided by administrators and teachers.
12. The term "school day" shall refer to the instructional day plus the time before and after the instructional day during which teacher attendance is required.

13. The term "sabbatical leave" shall refer to a leave without pay that may be granted for the purpose of study and/or research after seven years of district service.
14. The term "full-time" shall apply to those employees who work thirty (30) or more hours per week.
15. The term "fiscal year" shall mean July 1 - June 30.
16. Unless specifically referenced otherwise herein, the term "year" shall mean school year.
17. The term "day" shall mean calendar day unless otherwise described.

ARTICLE II - MANAGEMENT RIGHTS

The School Board as a statutory branch of the New Hampshire State Board of Education is the legal entity endowed with the powers and duties to effectively operate the public schools. Except as specifically modified by this Agreement, the Board retains, without limitations, 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, take such action as it deems necessary to maintain efficiency in the operation of the school system; determine the methods, means and personnel by which the functions of the school district will be performed.

ARTICLE III - FAIR PRACTICES

As sole collective bargaining agent, the Association will accept into voluntary membership all eligible persons without regard to race, creed, color, religion, sex, national origin, disability, lawful political activities, marital status or affiliation with other organizations. The Association will represent equally all persons without regard to membership in, or association with, the activities of any employee organization.

The Nottingham School Board agrees that there will be no discrimination in the hiring of eligible employees or in their assignment, promotion, transfer or discipline because of race, creed, color, religion, sex, national origin, disability, lawful political activities, marital status, or by participation in any employees' organizational activities.

ARTICLE IV - WORKING CONDITIONS

A. Length of School Day and Year

1. The school year shall be the number of pupil days required by state statute plus four (4) teacher workshop days and one (1) teacher/parent conference day (totaling five (5) non-instructional days). No teacher workshop days will be scheduled after the last day of school for students.

These days shall not include days canceled because of snow or other emergencies.

Columbus Day shall be a no school day and teacher attendance shall not be required.

The school year shall begin the Tuesday before Labor Day. The Friday before Labor Day shall be a no school day, and teacher attendance shall not be required.

2. The School Board shall establish the school calendar after the Principal has consulted with the Association.
3. The instructional day shall be no longer than six (6) hours, twenty (20) minutes, including the lunch period.

4. Teachers shall be available for 230 minutes a week (15 of which shall be prior to the start of each instructional day) for conferences, consultation or other instructional/administrative activities, except the last teaching day before vacation unless the need arises. If parents are unable to meet during this time, teachers will try to find a mutually convenient time to consult with parents.
5. The parent/teacher conference day shall begin at 1:00 p.m. and end at 7:30 p.m.

B. Certification

1. No teacher covered by this Agreement shall be employed unless certified by the State of New Hampshire or granted a waiver by the New Hampshire Department of Education.
2. The main teaching effort shall be in the area of certification.

C. Extra-Curricular Activities

As specified in Appendix B of this document, extra-curricular activities shall be voluntary and teachers shall be compensated according to the schedule in Appendix B.

D. Class Size

The Board will strive towards meeting the regulations of class size as set forth by the New Hampshire Department of Education regulations providing that classroom space is available and that the quality of education would not be jeopardized.

E. Duties

Teachers may be required to perform one duty per day as follows:

1. Teachers may be required to perform up to four duties per week. These may be any combination of recess, lunch or bus duties. Duties shall be assigned on an equitable basis.
2. The administration retains the right to assign reasonable and equitable duties as necessary on days when there is inclement weather.
3. Release Time: At the request of the School Administrative Unit, principal or teachers, the Board may provide 1/2 days release time for all staff for the purpose of performing professional responsibilities and/or obligations. If the Association and Board agree to have half-days, those half-days must be made up.

F. Duty-Free Lunch

The Board agrees to provide every teacher with a minimum of three duty free lunch periods not to be less than forty (40) minutes, one of which may be used as a grade level meeting. The Administration should be kept informed of any shortfalls in teacher lunch time and will work toward rectifying problems.

G. Preparation Periods

Teachers shall have a minimum of five duty-free preparation periods per week. The length of the period will be in accordance with "Article I - Recognition, Jurisdiction, Definition."

H. Transporting Children

Teachers shall not be required to transport children.

I. Appointments

Advance notification must be given by a parent in order to schedule an appointment after school on a school day with a teacher.

J. Staff Meetings

Teachers may be required to remain after the end of the school day for approximately one (1) hour to attend faculty/staff meetings. The meetings shall not exceed two (2) per month. The schedule shall be determined at the beginning of the school year and may be subject to change with at least 48 hours notice, other than in the case of an emergency. This time is not included in the 230 minutes as stipulated in Article IV.A 4.

K. Observations and Evaluations

1. One purpose of observations and evaluations is to help the teacher. All observations and evaluations shall be made by the teacher's supervisors or professional educators as designated by the Superintendent of Schools.
2. All observations of teacher performance shall be conducted in person and with the full knowledge of the teacher. The written report in "Lesson Observation: I, Activities Observed" of the SAU #44 Teaching Evaluation Plan shall include only information observed by the evaluator.
3. All teachers will be given a written observation report prepared by his/her principal within ten (10) days of the observation. In the case of the Superintendent or Assistant Superintendent, the report will also be prepared within ten (10) days.
4. The teacher shall have the right to append his/her remarks to the formal report and any and all such remarks shall also be included in the teacher's file.
5. No such report shall be included in the teacher's file, be sent to central administration, or otherwise be acted upon without prior written notification to the teacher.
6. Any teacher who has received an unfavorable observation will be given an opportunity to rebut said evaluation by another observation with another observer, during a different time of day and with another student group where practical. If possible, this observation will be conducted no later than thirty (30) days after the original evaluation.

L. Teachers' Files

1. Material indicating unfavorable teacher conduct or service may be placed in the files provided the teacher is notified verbally at the same time and in writing within three (3) working days.
2. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file within a reasonable length of time, not to exceed four (4) working days, at ten (10) cents per copy.
3. Any teacher shall have access to his/her files or records maintained in the school district within two (2) working days. No unofficial files shall be kept by the principal or assistant principal on any teacher, except for those related to classroom observation.
4. No material will be removed from the files and destroyed until a teacher proves that it is inaccurate, untrue or unproven.
5. Complaints-Any complaint regarding a teacher made to any member of the administration by a parent, student, or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to the complaint in order that he/she may rebut the complaint. The teacher shall acknowledge that he/she 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 that answer shall be reviewed by the Superintendent or designee and attached to all copies. Unsubstantiated complaints shall not be placed in an employee's file.

M. Disciplinary Action

TEACHER RIGHTS

1. The School Board agrees that whenever a teacher is required to appear before a Principal, the Superintendent, the School Board, or any Board thereof concerning a matter which could reasonably be assumed to lead to formal disciplinary action, prior written notice shall be provided of the reasons for such a meeting, and the teacher shall be entitled to have a Union representative present to advise and represent the teacher during such meeting. Any suspension of a teacher pending charges shall be with pay.
2. Any complaints regarding a teacher, which may have an effect on the teacher's evaluation or continued employment, that are made to the administration shall be in writing whenever possible and shall be promptly called to the teacher's attention.
3. The teacher shall have the right to answer any complaints. Any informal meeting shall take place if requested by the teacher or parent. After the meeting, the teacher's answer shall be reviewed by the administrator and attached to the filed complaint.
4. No teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, warned, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association upon written permission from the teacher involved. The parties agree that discipline shall be progressive and corrective. Teachers shall be exempt from the just cause provision until they have fulfilled the probationary requirements set forth in RSA 189.
5. In the event of disciplinary action due process will be followed.
6. Both parties shall have the right to representation at every stage of any action, as set forth in this Article, IV, M.1 and 2.

N. Reduction In Force

1. As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Nottingham Teachers' Association and all of the teachers in the specific classification which might be affected. For the purpose of this Article, classifications are defined as follows:

Classifications	Assignment Areas
Grades K-6	
Grades 7-8	Language arts, math, science, social studies
Grades K-8	Special education, reading, guidance counselors, nurses, art, music, physical education, media/library, computer/technology, speech & language specialists, health

2. The School Board will accept any written presentations regarding the reduction in force from the Association, individual teachers, or the public.

3. The decision to implement the reduction in force shall be made at the sole discretion of the School Board.
4. The School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusals to contract). If further reductions are necessary, then non-tenured staff shall be laid off if they are in the specific classifications and designated assignment areas, affected by the reduction.
5. In identifying which teachers to release, the School Board shall consider the following factors: certifications, academic preparation, staff development requirements, evaluation recommendations, and disciplinary actions. All of the factors being equal, then seniority will be considered in making the final determination. An employee subject to removal may bump a less senior employee provided that they are certified and legally qualified for the position.
6. Employees released shall be granted priority for reestablished positions for a three-year period. A previously employed teacher who returns to a teaching position within a three year period shall resume employment by the School District at no less than the step occupied when the teaching position previously held was terminated.
7. Any transfer, assignments, or reassignments resulting from or involving a reduction in staff will be made by the Superintendent, after consultation with the School Board.
8. This procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than reduction in force, may be considered under this Article.
9. Seniority shall be defined as the number of years continuously employed as a member of the Nottingham Teachers' Association bargaining unit. Seniority shall not accrue during approved leaves. Approved leaves shall not constitute breaks in service.

O. Employment

All newly employed or reinstated teachers shall be placed on the appropriate step of the salary schedule, according to experience and education. An experienced teacher, who may not otherwise be hired, may mutually agree with the principal/board to accept a lower rate of pay to ensure employment. The teacher would be placed on the proper step and track the following year, after the board has included the correct salary in the budget. This would allow an experienced teacher who has not been budgeted for to be hired. All teaching contracts are to be issued within forty-five (45) days of the school district meeting. Employees must return contracts to the SAU within fifteen (15) days after receiving them. Any teacher who would like an extension beyond fifteen (15) days must request it in writing within ten (10) days of receiving the contract from the district.

P. Responsibility for Holding Student Moneys.

The responsibility for holding of student moneys overnight shall be assumed by the school administration. No teacher will be held liable for student moneys held by the administration.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be confined to provisions of this Agreement.

2. A grievance shall mean a violation, misinterpretation, or misapplication of the provisions of this Agreement.
3. The term "days" when used in this Article shall, except in the case of the arbitrator's 5 to 30 days limit, mean working school days and teacher workshop days.

B. Procedures

Step 1:

Any teacher or the Association shall first present the grievance to the Principal within fifteen (15) days of the knowledge of its occurrence, not to exceed one year after the event.

Step 2:

If the grievance is not resolved in Step 1, any teacher within the bargaining unit or the Association may, in writing, present a grievance to the Principal within ten (10) days following the act or condition which is the basis of the complaint. The aggrieved teacher and/or his/her Association Representative will present the complaint personally. The Principal shall have ten (10) days to give a written decision after receipt of the grievance.

Step 3:

If the grievance is not resolved at Step 2 within ten (10) days, the aggrieved teacher and/or his/her Association Representative may appeal to the Superintendent of Schools in writing and such writing shall set forth specifically the act or condition on which the grievance was based in the first two steps above and the grounds upon which the appeal is based. The Superintendent or the Assistant Superintendent shall communicate his/her decision in writing to the aggrieved teacher and the Association within ten (10) days after receipt of the grievance. If upon receipt of the grievance, either party requests a meeting, it shall be scheduled within ten (10) days. The Superintendent or his/her Assistant shall render a decision within ten (10) days after the meeting.

Step 4:

If the grievance is not resolved in Step 3 within ten (10) days, the aggrieved teacher and/or his/her Association Representative may appeal to the School Board in writing and such writing shall set forth specifically the act or condition on which the grievance was based in the first three steps above and the grounds upon which the appeal is based. The School Board shall communicate its decision in writing to the aggrieved teacher within (15) days after receipt of the grievance. If upon receipt of the grievance either party requests a meeting, it shall be scheduled within ten (10) days. The School Board shall render a decision within ten (10) days after the meeting.

C. Arbitration

1. If the grievance is not resolved in Step 4, the Association may submit the matter to arbitration under the Labor Arbitration Rules of the American Arbitration Association by filing notice with the Board no later than ten (10) days after receipt of the unsatisfactory decision at Step 4.
2. The Arbitrator shall issue his/her decision within the time frame established under the Labor Arbitration Rules of the American Arbitration Association. The award shall be in writing and the Arbitrator shall set forth his/her opinion and conclusions on the issues submitted.
3. The award and the decision of the Arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be accepted as final and binding by the parties to the dispute and both will abide by it.

4. The Arbitrator shall have the power to make an award, including appropriate make whole relief, when he/she finds a violation of this Agreement.
5. The Arbitrator's fee will be shared equally by the parties in the dispute.
6. The operation of the grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.
7. If Chapter 542 should be held by the Supreme Court of New Hampshire to be inapplicable to the employees in this bargaining unit, this Article of the contract shall be re negotiated.

D. Protection of Individual and Group Rights

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

ARTICLE VI - BOARD POLICY

A. The Nottingham School District Policy Manual

1. The Board shall provide the school with a current and updated copy of the complete Policy Manual.
2. The teaching staff shall have access to a copy of the School Board Policy Manual in the teachers' room as well as on the school web site.
3. All policies impacting on members of the bargaining unit shall be applied and enforced fairly and equitably.

ARTICLE VII - ASSOCIATION ACTIVITY AT THE SCHOOL LEVEL

Before the opening of school, and after the close of school, on school days, the Association shall have the right to use designated areas in the school building for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with the Principal in advance.

ARTICLE VIII - COMPENSATION

A. Basic Salary Schedule

The salaries, steps and tracks of the members of the bargaining unit are set forth in Appendix A which is attached to and made a part of this Agreement.

Pay Scale:

2012-13 - \$500 per cell plus steps, steps 1-14 and; \$500 more for people already on step 14 and not receiving a step increase.

2013-14 - \$500 per cell plus steps, steps 1-14 and; \$500 more for people already on step 14 and not receiving a step increase.

2014-15 - \$500 per cell plus steps, steps 1-14 and; \$500 more for people already on step 14 and not receiving a step increase.

B. Extra-Curricular Activity

A schedule for payment of extra-curricular duties is set forth in Appendix B, which is attached to and made a part of this Agreement.

[Extra-curricular stipend - \$1,000.00, effective 07/01/12.]

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 recommended by the Superintendent and approved by the Board.
- 2a. Track placement and/or advancement - Members of the bargaining unit shall be placed on the appropriate track, based on current degree status, and total credits earned toward their next track level
- 2b. Only those credit hours that are germane to their instructional assignments may be applied toward track advancement.
3. The School Board may hire a permanent teacher whose scheduled placement would exceed that of the vacant teaching position. For the remainder of the budgeted year the hire will serve at the vacant teaching position salary level and then revert to the appropriate level or step.
4. When a vacancy occurs due to an unpaid leave and a temporary replacement teacher is available whose qualifications call for a step higher than the vacancy, the replacement may be hired at the lower vacancy step or level for the duration of the leave.
5. Newly-hired school nurses will be placed on steps and tracks as appropriate for degree status and creditable years experience as a nurse and/or educator. Nurses who do not hold a Bachelors degree shall be paid 90% of the BA salary for the appropriate step.

D. Method and Time of Salary Payment

Teachers will have the option of being paid by the current method (salary divided by 26 which equals twenty bi-weekly checks plus a final lump sum equal to six paychecks) or in twenty-one equal installments. Teachers will receive written notification of the date of their first paycheck for the following school year along with their last paycheck of the current school year. The first paycheck issued during the contract year will be dispersed no more than fourteen (14) calendar days after the first day of mandatory teacher attendance. The pay day shall fall in line with the existing pay schedule of employees being paid year round.

E. Eligibility for Step Advancement

To be eligible for step advancement a teacher must work one half (1/2) of the contracted school year plus one (1) day.

F. Retirement Severance

In the final paycheck of the final year of service the District will pay a retiring teacher a lump sum payment as follows:

With fifteen (15) or more years of service in the District	\$4,000
With twenty (20) or more years of service in the District	\$4,750
With twenty-five (25) or more years of service in the District	\$5,625
With thirty (30) or more years of service in the District	\$6,750
With thirty-five (35) or more years of service in the District	\$7,875
With forty (40) or more years of service in the District	\$9,000

To be eligible for this incentive a teacher must notify the Board of his/her intent to retire by November 1st of the year prior to retirement.

This notification may be unilaterally withdrawn by February 1st of the following (fiscal) year, after which date it becomes final and binding.

If any teacher received this benefit and does not retire the moneys paid to said individual must be returned. Persons seeking retirement must meet the standards and qualifications of the NH Retirement System.

Teachers may notify the Board by November 1st of their year of retirement, but will not receive their lump sum payment until the first pay period of the next fiscal year.

G. Automatic Step and Track

Upon expiration of an existing contract, all teachers shall receive step increases according to said contract until a new contract is accepted and put into effect. All educational track moves, upon notification to the SAU, shall be funded on the expired contract salary schedule until a new contract is accepted and put into effect.

H. Longevity

Effective July 1, 2007, each teacher who has completed ten (10) consecutive years of service to the district and is not eligible for a step increase shall receive an annual stipend equal to \$800.00 for the first year plus \$150.00 for each additional year.

This stipend will be a dollar amount given above the salary received and will not be reflected in the salary schedule. Longevity shall not be cumulative.

Longevity will not be paid as long as an individual is eligible to receive a step increase.

Consecutive years are years of unbroken service to the district. Periods of leave are not breaks in service. Termination and return to service due to reduction in force shall not be considered a break in service. However, any time away from the District due to such absences will not be credited toward longevity.

Employees, who have breaks in service due to circumstances not set forth herein, may appeal to the School Board to have the service break set aside.

As of the effective date of this agreement, only those teachers hired under contract prior to July 1, 2007 shall be eligible to receive the longevity payment (Grandfathered enablement).

I. Track Movement

Notification of intent to complete requirements for track movement must be made in writing to the superintendent prior to November 1 of the previous year. Where such notification has not been made, the School District may decline to award the increase in compensation until the following year. There shall be no penalty for an unfulfilled notification.

ARTICLE IX - ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

A. Quarterly Association/Principal Meetings - Appeals Process

1. A committee of Association Representatives shall meet not less than quarterly - or as the need arises - with the Principal to discuss matters relating to the welfare of the school, students or teachers. Both parties shall provide input for the meeting. There will be a mutual effort to make these sessions meaningful and advantageous to the school.
2. Any matter not resolved to the satisfaction of the Association may be appealed to the Superintendent after notification has been given to the Principal. After discussing the matter with the Superintendent, if the matter has not been resolved to the satisfaction of the Association and notification has been given to the Superintendent, the matter may be appealed to the School Board. The School Board will hold a meeting with the Association

Representatives to discuss the matter. The School Board will render a final decision in the matter within two (2) weeks of the meeting.

3. The School Board agrees that Association Representatives and individual teachers will not be subject to reprisal or any disciplinary actions as a result of their participation in the above process.
4. It is understood by both parties that any decision or any matter rendered by the Administration or School Board under this Article is not grievable or arbitrable under Article V. The Association may only grieve and/or arbitrate violations of the procedural process contained in this Article.

B. Association Dues

The School Board agrees to deduct from the salaries of its' teachers dues for the Nottingham Teachers' Association, National Education Association-New Hampshire, National Education Association as said teachers individually and voluntarily authorize the School Board to deduct. Said moneys shall be transmitted to the Nottingham Teachers' Association treasurer on a monthly basis.

All members of the bargaining unit hired after July 1, 2007, who elect not to join the Association, shall pay a "fair share" fee as determined by the Association, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions of this article.

Payment of Association dues and fair share fees do not constitute conditions of continued employment.

Should there be a dispute between members of the bargaining unit and the Association (and/or the District) over the matter of any such deductions, the Association agrees to defend, indemnify and hold harmless the Board, the District, and their agents and administrators in any such dispute.

ARTICLE X - FRINGE BENEFITS

A. Insurance - Medical and Dental

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.

1. Effective July 1, 2012, the District will pay the cost of 94% of single, 84% of two person and 84% of full family membership in the Blue Choice "Three Tier" plan (BC3T10-3/15M\$1) for full time employees. The plan shall include \$10.00 office co-payments, and a prescription plan offering \$3.00 co-payment for generic drugs, \$15.00 co-payment for name brand drugs, and \$1.00 co-payment for mail-in prescription fulfillment.

Effective July 1, 2013, the District will pay the cost of 93% of single, 83% of two person and 83% of full family membership in the Blue Choice "Three Tier" plan (BC3T10-3/15M\$1) for full time employees.

Effective July 1, 2014, the District will pay the cost of 92% of single, 82% of two person and 82% of full family membership in the Blue Choice "Three Tier" plan (BC3T10-3/15M\$1) for full time employees.

2. Employees may participate in the following health care plans, at any level of membership; Blue Cross/Blue Shield Plan "JW", Blue Choice "Three Tier" Plan, and Matthew Thornton. If the cost of the selected plan or membership level exceeds the cost paid by the

School District under Section X (A) (1), the employee must pay the cost differential. Effective July 1, 2007, only those employees enrolled in the Blue Cross/Blue Shield Plan "JW" as of that date (per mediated language) may continue to participate in it (Grandfathered enablement).

3. The School District will provide one hundred percent (100%) of the cost of a single membership coverage in Delta Dental Insurance Plan IV, for full-time employees. Effective July 1, 2007, the School District shall pay one hundred percent (100%) of the cost of the Delta Dental Insurance Plan for a single person for the following coverages:

Coverage A (Diagnostic/Preventative)	100%
Coverage B (Basic Restorative)	80%
Coverage C (Major Restorative)	50%

The annual maximum benefit shall be \$2,000.00.

4. Teachers who elect not to take health insurance, and who provide the School District with written documentation of other health insurance coverage, shall receive: \$2,000. Fifty percent (50%) of this amount shall be paid by December 1, and the remaining fifty (50%) percent shall be paid by May 1. Teachers who initially declined the health insurance option, and, according to the carrier's conditions for a qualifying event, may subsequently enroll after the contract year commences, but must reimburse the School District any money paid from the buy-out, to a maximum of \$1,000.
5. Upon written request from the Nottingham Teachers' Association, and within the designated time guidelines of the carrier, employee health and dental deductions may be made in accordance with and pursuant to the Internal Revenue Service Section 125 Plan requirements.

B. Course Payment

1. The School Board shall pay 100% of the tuition cost equivalent to two (2) UNH graduate courses, not to exceed four thousand dollars (\$4,000.00) per employee, for teachers enrolled in courses related to their current teaching assignment, responsibilities and/or certification provided successful completion of the courses with a grade of "B" or better.
2. Prior approval of course content by the Superintendent, or his or her designee, is required for all courses for which the school district is to incur expenses. The Superintendent may waive the "B" grade requirement for any pre-approved course taken outside the teacher's area of certification.
3. For courses taken during the school year, the Board will pay the tuition costs (based on #1 above) upon registration of the course(s). If the teacher does not receive a "B" or better, the teacher will reimburse the Board within thirty (30) days or the amount owed will be deducted from the teacher's final paycheck.
4. Summer courses will be reimbursed by October during the next school year to those teachers who return to work in the District.
5. Any courses applied to the Master's + must be graduate level courses completed after the completion of the Master's Degree, unless an undergraduate course is approved by the administration.

- C. Workshops:
The School District will pay 100% of workshop costs, including registration fees, mileage and other reasonable expenses, as determined by the administration. All workshops must receive prior approval by the administration.
- D. Tax Sheltered Annuities/Direct Deposit
Teachers may designate up to two (2) financial institutions for direct deposit of their monies. This may be either for their paychecks or pre-tax monies in order to take advantage of State and Federal laws governing tax sheltered annuities.
- E. Disability Insurance
The School District will pay the premium for an income insurance program which will provide the following coverage: sixty percent (60%) of monthly salary up to \$1,750.00 maximum benefit to begin after 60 days, (60) consecutive calendar days, or expiration of sick leave, whichever is greater. Said insurance will run until age sixty-five (65) and shall be coordinated with Social Security benefits.

ARTICLE XI - LEAVE POLICIES

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

- A. Sick Leave
 1. Sick Leave will be accumulated through the school year at the rate of 1.5 days per month up to fifteen (15) days per year accumulative to 125 days. Any accumulation of sick leave days which present employees have at the effective date of this Agreement shall be retained. A doctor's note for five (5) consecutive days of absence may be required by the Superintendent or his/her designee.
 2. Any teacher who has taught in the District for ten (10) or more years, upon their leaving the District, shall be reimbursed for all unused accumulated sick leave at the rate of sixty dollars (\$60) per day for each day of unused accumulated sick leave. Teachers shall notify the District, in writing, of their intention to leave one (1) year in advance of their retirement in order to receive this compensation by their retirement date. Teachers, who do not notify the District one (1) year in advance of their retirement, shall receive their compensation at the beginning of the next fiscal year.
- B. Personal Leave
Three (3) personal days of leave may be used by teachers each school year. Any one of these days may not be taken on the day before or after a vacation or holiday unless requested one week prior to that day. These days will not be deducted from sick leave.
- C. Professional Leave
 1. To help each teacher develop professionally there shall be professional day(s) available for meeting the teacher's individual SAU #44 Staff Development Plan, and/or the enhancement of a teacher's career or professional standing.
 2. The Union President or President's designee shall receive up to three (3) days per year to attend the NEA-NH Assembly of Delegates and other NEA-NH conferences.

Teachers will be entitled to temporary leaves of absence from school, without pay, each school year as follows:

D. Disability/Maternity Leave/Family Medical Leave

1. Disability/Maternity Leave/Family Medical Leave will be granted in accordance with Board Policy GCCB adopted March 7, 1984, and amended May 20, 1991; and GCCBC adopted July 17, 1998.
2. The District will continue to pay its share of the health insurance premium for ninety (90) days for disabled employees who have exhausted all paid leave. At its sole discretion, the Board may extend such payment of its share of the health insurance premium beyond ninety (90) days.

E. Child-Rearing Leave

A teacher will be granted up to one (1) full year of child-rearing leave conditional on:

1. Notification of intent, including amount of time requested, to be received by the Superintendent's office three (3) months prior to taking said leave.
2. If said leave is going to be more than a year, the month of return will be September of the requested year. If said leave is less than one (1) year, the teacher shall notify the School Board of his/her intended date of return prior to taking said leave.
3. Notification of intent to return must be made by March 15th of the year that return is anticipated.

If a teacher's new child arrives on or after April 1, that teacher shall be allowed to take leave for the remainder of that school year, and the following school year. If a teacher's new child arrives prior to April 1, that teacher shall be entitled to take leave for the remainder of that school year only.

4. Health Insurance coverage will be continued as is provided by law or regulations. The Board's intention in the absence of such law or regulation is that the teacher on leave pay his/her premium.

F. Sabbatical Leave

A teacher shall, conditional on the operation requirements of the system and the numerical limit provided below, be granted "Sabbatical Leave" under the following conditions:

1. Must be a tenured teacher with seven or more years of service to the district.
2. Requests for sabbatical leave must be received by the Superintendent in writing on forms designated by the Board no later than March 15 and action must be taken on all such requests no later than the third week of April of the school year proceeding the school year for which the leave is requested.
3. Such requests must be for the purpose of study and/or research and shall contain significant rationale setting forth the value of such leave to the school system. Upon the recommendation of the Superintendent and the approval of the Board, such leave shall be granted.
4. Upon return from a sabbatical leave of absence, a teacher shall receive service credit for the year.
5. Notification to return must be made by March 1st of the returning year.
6. The number of sabbatical leaves granted under this section shall not exceed one (1) teacher per year. In the event a request for sabbatical leave is denied, the Superintendent shall,

within fifteen (15) days of the denial of the request, give a written explanation of the reasons for the denial of the teacher(s) involved.

7. Sabbatical leave of absence may be extended by the School Board.

G. Unpaid Leave of Absence

A teacher shall, conditional on the operational requirements of the system and the numerical limit provided below, be granted "Unpaid Leave of Absence" under the following conditions:

1. Requests for unpaid leave of absence must be received by the Superintendent in writing on forms designated by the Board no later than March 15 and action must be taken on all such requests no later than the third week of April of the school year proceeding the school year for which the leave is requested.
2. Such requests must contain a significant rationale setting forth the value of such leave to the school system. Upon the recommendation of the Superintendent and approval of the Board, such leave shall be granted.
3. Upon return from an unpaid leave of absence, a teacher shall not receive service credit for the year.
4. Notification to return must be made by March 1st of the returning year.
5. In the event a request for an unpaid leave of absence is denied, the Superintendent shall, within fifteen (15) days of the denial of the request, give a written explanation of the reasons for the denial of the teacher(s) involved.
6. Unpaid leave of absence may be extended by the School Board.

H. Juror Duty

Teachers on juror duty shall be entitled to pay differential and continued benefits while fulfilling their juror duty.

ARTICLE XII - PRINTING AND DISTRIBUTION OF THE AGREEMENT

The Board shall have the Agreement typed. The Association shall have the Agreement printed and the Board will pay twenty-five percent (25%) or a maximum of twenty-five dollars of the cost of the printing. The Association will pay the balance.

The Association agrees to distribute copies of this Agreement to the members of the bargaining unit. The Board agrees to distribute copies of the Agreement to the administrative and supervisory personnel in the District.

ARTICLE XIII - SAVINGS CLAUSE

- A. If any provision of this Agreement is or shall at any time be contrary to law or State Board of Education's Rules and Regulations, 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 or the State Board of Education Rules and Regulations, all other provisions of this Agreement shall continue in effect.

ARTICLE XIV - HANDLING OF NEW ISSUES

Matters of collective bargaining import, not covered by this Agreement, may, during the life of this Agreement, be handled in the following manner:

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XV - DURATION

- A. This Agreement shall be effective as of July 1, 2010, and shall continue in full force and effect until and including June 30, 2015. The Parties specifically agree that this agreement does not provide for any retroactive payments. Any adjustments in cost items or other benefits are not effective until July 1, 2012. In the event that either party wishes to negotiate a successor Agreement to the existing contract, it must notify the other party in writing by the date specified by RSA 273-A:3.
- B. The Board agrees to provide the Public Employee Labor Relations Board (PELRB) with a copy of this agreement within fourteen (14) days of its execution in accordance with PUB 207.03(b).

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives and attested by their respective representatives.

**NOTTINGHAM TEACHERS' ASSOCIATION
NEA/NEW HAMPSHIRE**

NOTTINGHAM SCHOOL BOARD

Rosemary E. Breslin-Dawson

Rosemary Breslin-Dawson, President/Designee

Ann M. Yarnal

Chair-Nottingham School Board

Martha Smith

Witness

John D. ...

Witness

12/15/11

Date

12/14/11

Date

Therefore, it is hereby agreed as written.

**Nottingham
Salary Schedule
2010-2011 & 2011-2012**

Step	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45
1	30,703	32,030	33,424	35,182	37,041	39,675
2	32,237	33,631	35,096	36,941	38,893	41,658
3	33,849	35,313	36,851	38,788	40,838	43,741
4	35,542	37,078	38,693	40,727	42,880	45,929
5	36,963	38,562	40,241	42,356	44,595	47,766
6	38,442	40,104	41,850	44,050	46,379	49,676
7	39,980	41,708	43,524	45,812	48,234	51,664
8	41,179	42,959	44,830	47,187	49,682	53,213
9	42,415	44,248	46,175	48,603	51,173	54,810
10	43,687	45,576	47,560	50,060	52,707	56,454
11	44,780	46,715	48,749	51,312	54,025	57,866
12	45,899	47,883	49,968	52,595	55,375	59,312
13	47,046	49,080	51,217	53,909	56,760	60,795
14	48,222	50,307	52,497	55,257	58,179	62,314

**NOTTINGHAM SCHOOL DISTRICT
SALARY SCHEDULE
2012-2013**

Step	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45
1	31,203	32,530	33,924	35,682	37,541	40,175
2	32,737	34,131	35,596	37,441	39,393	42,158
3	34,349	35,813	37,351	39,288	41,338	44,241
4	36,042	37,578	39,193	41,227	43,380	46,429
5	37,463	39,062	40,741	42,856	45,095	48,266
6	38,942	40,604	42,350	44,550	46,879	50,176
7	40,480	42,208	44,024	46,312	48,734	52,164
8	41,679	43,459	45,330	47,687	50,182	53,713
9	42,915	44,748	46,675	49,103	51,673	55,310
10	44,187	46,076	48,060	50,560	53,207	56,954
11	45,280	47,215	49,249	51,812	54,525	58,366
12	46,399	48,383	50,468	53,095	55,875	59,812
13	47,546	49,580	51,717	54,409	57,260	61,295
14	49,222	51,307	53,497	56,257	59,179	63,314

**Nottingham School District
Salary Schedule
2013-2014**

Step	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45
1	31,703	33,030	34,424	36,182	38,041	40,675
2	33,237	34,631	36,096	37,941	39,893	42,658
3	34,849	36,313	37,851	39,788	41,838	44,741
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13	48,046	50,080	52,217	54,909	57,760	61,795
14	50,222	52,307	54,497	57,257	60,179	64,314

**Nottingham
Salary Schedule
2014-2015**

Step	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45
1	32,203	33,530	34,924	36,682	38,541	41,175
2	33,737	35,131	36,596	38,441	40,393	43,158
3	35,349	36,813	38,351	40,288	42,338	45,241
4	37,042	38,578	40,193	42,227	44,380	47,429
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12	47,399	49,383	51,468	54,095	56,875	60,812
13	48,546	50,580	52,717	55,409	58,260	62,295
14	51,222	53,307	55,497	58,257	61,179	65,314

APPENDIX B
EXTRA-CURRICULAR ACTIVITIES

The base stipend amount will be:	\$1,000
<u>Activities Paid At Base</u>	<u>2012-2015</u>
Basketball Boys'	\$1,000
Basketball Boys'	\$1,000
Basketball Girls'	\$1,000
Basketball Girls'	\$1,000
Basketball Cheerleading	\$1,000
Baseball	\$1,000
Cross Country	\$1,000
Cross Country	\$1,000
Field	\$1,000
Game Club	\$1,000
Softball	\$1,000
Soccer Boys'	\$1,000
Soccer Girls'	\$1,000
Student Council Advisor	\$1,000
Track	\$1,000
Yearbook	\$1,000
<u>Activities paid a multiple of the base stipend level:</u>	
Athletic Director (3 x Base)	\$3,000
Band (3 x Base)	\$3,000
SHARP (Two Stipends at 2 x Base each)	\$2,000
Staff Development Rep. (3 x Base)	\$3,000

The Board may negotiate a stipend with individuals and issue a fair and equitable contract indicating the method and date(s) of payment for any other activity, in addition to those listed, which goes beyond the school day.