

Master Agreement

Between

**Prospect Mountain Teachers'
Association**

and

Prospect Mountain School Board

Effective: July 1, 2022

Through

June 30, 2026

Approved:

3/8/22 (Alton) – 3/19/22 (Barnstead)

PROSPECT MOUNTAIN HIGH SCHOOL

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PROSPECT MOUNTAIN HIGH SCHOOL

OVERVIEW

This agreement is entered into in order to foster harmonious, open, and cooperative relations between the Prospect Mountain School Board and those persons represented by the Prospect Mountain Teachers' Association.

It is the further purpose of this agreement to assure the orderly operation of Prospect Mountain High School and to provide conditions of employment that shall include:

- a) Proper facilities and equipment for students and teachers alike,
- b) Avoidance of discriminatory treatment, coercion, reprisal against or interference with teachers in the performance of their duties.

ARTICLE I RECOGNITION AND DEFINITIONS

1.1 RECOGNITION:

The Prospect Mountain School Board (hereinafter called the "Board") recognizes the Prospect Mountain Teachers' Association, affiliated with NEA/NH, (hereinafter called the "Association") as the exclusive representative, in accordance with RSA 273-A, for all full-time and part-time teachers, library media generalist, , curriculum leaders and department chairs of the Prospect Mountain High School, excluding all others including but not limited to, principal, assistant principal, guidance counselor, nurse, secretaries, paraprofessionals, custodians, and school lunch personnel. The Association will represent equally all those for whom it has been so certified as the representative without discrimination or without regard to membership in the Association.

Nothing contained herein shall be construed to deny any individual's rights guaranteed them under applicable State and/or Federal laws.

1.2 DEFINITIONS:

As used in this agreement the term "Teachers" shall refer to all those certified to be represented by the Association in accordance with RSA 273-A. The term "Board" shall refer to the Prospect Mountain School Board.

The term "Association" shall refer to the Prospect Mountain Teachers' Association, affiliated with NEA/NH.

The term "Parties" shall refer to the Board and the Association.

The term "Principal" shall refer to the Principal of the Prospect Mountain High School.

The term "Association Representative" shall refer to the duly designated representative of the Association.

Teachers who are employed less than full-time shall have all benefits prorated based on their full time equivalent percentage.

ARTICLE II WORKING CONDITIONS

2.1 WORKING CONDITIONS:

2.1.1 Teachers will ordinarily be expected to report twenty (20) minutes before the A.M. warning bell for students. In the event a scheduled work day for teachers begins without students present (e.g., a staff professional day or a common planning period), teachers will report to work at 7:55 AM. Teachers will remain twenty (20) minutes beyond the student day, except whenever additional time is required to carry out their professional obligations. Unless notified by 10:00 A.M. by the Principal, teachers may leave after the buses have left on Fridays and the day preceding a holiday. As professionals, teachers will devote the time necessary to accomplish their duties. Said duties may include evening events which pertain to subject/grade assignment. The Association agrees that an employees' day is not necessarily coterminous with that of the pupil.

2.1.2 As part of their professional responsibilities, teachers may be required to remain after the dismissal of students for a period of time, not to exceed one hour after students are dismissed, to attend departmental, school, staff meetings, professional development, or conferences with the administration, limited to one (1) meeting per month. Teachers will be notified except in emergency situations of such meetings and the general subject matter at least forty-eight (48) hours in advance of the meeting. Additionally, during one week per month when the schedule includes two (2) common planning periods, administration may assign teachers for the purposes of department meetings or a staff meeting during one (1) of those periods.

2.1.3 Teachers are expected to obligate the time needed to carry out their professional obligations to the students and parents. This obligation shall include the following three scheduled evening events: Graduation, Academic Fair, and Open House. However, a twenty-four (24) hour notice will be required of a parent, whenever practicable, in order to schedule an appointment after school with a teacher. For the years of the contract, the school calendar shall consist of a maximum of one hundred eighty (180) instructional days plus five (5) days to be determined by the building principal.

2.1.4 In preparation for presenting a proposed school calendar to the Board for approval, the Superintendent, or designee, will meet with a designated representative of the Association in order to have input from the professional staff. The Association acknowledges that the final responsibility for determining the school calendar rests with the Board.

2.1.5 Teachers shall have a minimum of three school days following the closing of the first three academic terms before they are required to submit their grades.

2.2 LUNCH AND PREPARATION

2.2.1 Except in emergency situations, teachers shall have a duty-free, uninterrupted lunch period of at least twenty-five (25) minutes for lunch each day.

2.2.2 All full time teachers shall have two (2) uninterrupted preparation periods on any school day when there are seven (7) periods scheduled. All full time teachers shall have one (1) uninterrupted preparation period on any school day when only four periods are scheduled. On all such days, all periods will be of equal length. During one quarter of the school year, the Principal may assign each teacher to study hall duty on an equitable basis.

2.2.3 The parties share an interest in an effective advisory program within the school's schedule. Therefore, they shall establish a Develop-Encourage-Navigate (DEN) / Prospect Assembly for Culture and Knowledge (PACK) Review Committee to meet during the 2022-2024 school year and every third year thereafter to examine successes and challenges in the student advisory program and to recommend changes to the Board. The Committee shall include five (5) members appointed by the Association and three (3) appointed by the Board or Superintendent. Any recommendation made by the Committee shall be presented to the Board by May 15.

2.2.4 Any changes in Article 2 shall be subject to renegotiation once the school's master schedule for 2022-2023 is issued and before it is implemented.

ARTICLE III TRANSFERS, ASSIGNMENTS, REASSIGNMENTS, LAYOFFS AND RE-EMPLOYMENT

3.1 A vacancy shall be defined as any newly created position or a present position within the school building that is open and in need to be filled within the district. There will be a job description for each position.

As soon as a vacancy exists within the district, the Superintendent will post a notice of the vacancy in each teacher's room and notify all bargaining unit members of such posting by email. This vacancy notice will include the job title and the requirement for the position. Posting of positions will remain on display for at least 10 work days.

Current employees may request a transfer to said position. Employees who are qualified and apply in accordance with the terms of a posting shall be considered and given an opportunity to interview for the position.

3.2 Teachers who desire a change in employment position for the next school year shall file a written statement with the Principal no later than ten working days after their

signed contract has been submitted for the following school year and/or after the posting of an available position. Said statement shall include the position, grade and/or subject to which the teacher requests reassignment, in order of preference. In making his/her recommendation, the Superintendent shall consider among other factors deemed relevant, the teacher's qualifications and system wide balance of experience and inexperience. The final decision pertaining to a teacher's assignment shall be that of the Board, upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the teacher involved.

3.3 In the event of a change of assignment, every effort shall be made to inform the teacher before the end of the school year, but in no case later than August 1. In the event of a change of assignment and upon the request of the teacher, a consultation with the Superintendent or his/her designee shall be held.

3.4.1 LAY-OFFS:

If the Board determines it necessary to decrease the number of teachers or eliminate any position, the Board may lay off the necessary number of teachers within the affected departments or subject areas within a department, if applicable, as follows:

- 1) The Board will first attempt to reduce the necessary positions through retirements or resignations;
- 2) The Board will next layoff those teachers who are not certified or are not Highly Qualified Teachers;
- 3) If it is still necessary to reduce additional positions, the Board will layoff teachers in the inverse order of their seniority.

When determining seniority, years at both Prospect Mountain High School and Alton Central will be counted ("District Service"). No teacher may be prevented from securing other employment during the period the teacher is laid off under this Article.

If teaching positions become available within eighteen (18) months of a layoff, laid off teachers shall be recalled in the inverse order of their being laid off provided the teacher is certified and highly qualified to teach the available position. If two or more teachers have the same date of hire, the date the signed contract of employment was received in the Superintendent's Office shall determine seniority.

Recall rights shall be limited as follows:

- A. They shall exist for eighteen (18) months following the date of layoff;
- B. The laid off teacher must notify the SAU office of any change in address;
- C. The laid off teacher must inform the SAU office of any change in his/her areas of certification;

D. A teacher who is provided notice of recall shall have ten (10) days to notify the SAU office of the teacher's acceptance of the position. If the teacher does not respond within said ten (10) days, the teacher will lose all rights to recall.

A teacher who is recalled within eighteen (18) months of layoff shall be credited with his/her previous years of service.

3.4.2 RE-EMPLOYMENT:

In the subsequent event of expanded or additional programs, those persons who have been laid off will be given the opportunity to be rehired for the reopened positions, provided they are certified for the position available.

ARTICLE IV CERTIFICATION, SUBSTITUTES AND PROFESSIONAL IMPROVEMENT

4.1 CERTIFICATION:

Teachers shall be certified by the New Hampshire Department of Education or granted a waiver by the State Department of Education. Teachers shall be assigned on a full time basis to teach only in those areas for which they are certified.

4.2 SUBSTITUTES:

Every effort shall be made to provide substitute teachers for all classroom teachers when they are absent from school. Only in emergency situations will teachers be asked to serve as substitutes. If a teacher does substitute for another staff member, he/she will be reimbursed \$35 for each period on a seven period day and \$70 for each period on a four period day.

4.3 PROFESSIONAL IMPROVEMENT:

4.3.1 The Board, having an interest in providing professional development opportunities for teachers, shall establish a fund (Improvement of Instruction Capital Fund) based on the formula of multiplying the number of full-time teachers by \$2,000. The Board will pay, in advance, the full tuition costs and laboratory fees to a maximum of \$2,000 per full-time teacher per year for coursework, workshops, and conferences approved in advance by the Superintendent or his/her designee. The Professional development year shall be by July 1 to June 30. Requested funds must be approved and encumbered by April 15 for payment during the current fiscal year, in order to determine whether excess funds exist in the trust for a pool of additional graduate course reimbursement requests (see 4.3.6) or risk disapproval due to lack of remaining funds.

In order for a workshop or conference to be approved for payment it must relate to the teacher's current professional development plan. The initial determination of this relationship is processed by the professional development supervisor, while final approval for registration and related fees shall be determined by the superintendent.

The Board will only pay lodging/travel expenses for workshops/conferences that require traveling fifty (50) miles or more from the teacher's residence and shall only cover lodging expenses during the nights(s) of the workshop/conference. An exception may occur when travel to a workshop/conference depends on a flight, or traveling a distance of 80 miles or greater from Prospect Mountain High School, in which case lodging costs may be extended to cover the evening before at the discretion of the superintendent. The Board will reimburse mileage to and from the conference/workshops at the standard IRS rate.

4.3.2 All courses, which it is the intent of the teacher to use for salary incrementation, shall be submitted to the Superintendent for approval. The Board shall be under no obligation to grant salary credit for any course that has not been approved.

4.3.3 Approvable courses shall be graduate-level courses and shall be either subject matter or professional education courses, which relate to the teacher's assignment or undergraduate courses in technology for the purpose of professional improvement. Courses presented for approval should have a specific description. Official transcripts or credentials from the institution at which courses were taken indicating successful completion must be presented for salary track movement.

For those applying for the Master's Degree Schedule, it will be necessary only to submit to the Superintendent certification from an approved institute to the awarding of the degree. An approved institution shall mean one, which is, approved either by the Regional Association of Colleges and Secondary Schools and/or by the State Board of Higher Education. Salary track movement will be allowed only once per fiscal year. The salary increase will become effective at the start of the following contract year.

4.3.4 If a teacher does not complete the course or fails to make a grade of (B) or better, he/she will have the amount that was paid in advance, deducted from his/her last check. Written authorization will be given to the Board to deduct the difference from the teacher's last paycheck.

4.3.5 Courses/workshops approved and begun prior to June 30 must be paid with professional development funds remaining from the current school year's allotment. Courses/workshops approved and begun after July 1 must be paid from that school year's allotment. It is mutually understood that if a teacher uses funds from July 1 to the start of school, that teacher will remain at Prospect Mountain High School through completion of the school year. If the teacher seeks to be released from the contract, the Board reserves

the right to hold the teacher to the signed contract until reimbursement has been made for funds paid in advance.

4.3.6 As of April 30 of the contract year, professional staff members who have exhausted their allotment of reserved professional development monies may apply for funds up to a total cost of \$2,000 additional reimbursement from the budgeted unencumbered professional development funds for graduate level courses from regionally/nationally accredited institutions. Requests for funds shall be submitted to the superintendent for approval in advance. The administration will review these requests and allocate remaining funds equitably to all who apply.

4.3.7 All funds not encumbered by June 30 of the contract year will remain in the Improvement of Instruction Capital Fund.

4.3.8 The superintendent or his designee shall, in the first instance, exercise judgment under the provisions of this section and said judgment shall be subject to direct appeal to the Board. The Board's judgment shall be final and not subject to the grievance procedure of this agreement.

4.3.9 Teachers may use professional development monies to pay for recertification costs and fees.

ARTICLE V EVALUATIONS AND TEACHERS' FILES

5.1 EVALUATIONS:

5.1.1 The purpose of observations and evaluations is to help the teacher, thus all observations and evaluations shall be made in accordance with the evaluation procedure established by the Board with input from the Teachers Association. All observations of teachers for the purpose of evaluation shall be conducted in person and with the full knowledge of the teacher. The teacher shall have the right to append remarks to the formal report within two (2) days of its receipt and any and all such remarks shall be included in the teacher's file. No evaluation report shall be included in the teacher's file, be sent to the central administration, or otherwise acted upon without the teacher having been given an opportunity to review such evaluation.

The parties share an interest in formative, growth-oriented educator evaluation. Therefore, they shall establish an Evaluation Review Committee to meet during the 2022-2023 school year and every third year thereafter to examine evaluation systems, forms, and rubrics and recommend changes to the Board. The committee shall include three members appointed by the Association and three appointed by the Board or

Superintendent. Any recommendation made by a majority of the Committee shall be presented to the Board and the Association by May 15. Upon approval by the Board and ratification by the membership of the Association, changes shall become effective for the following school year.

5.2 *TEACHER'S FILES:*

5.2.1 No material referring to a teacher's conduct, service, character or personality shall be placed in the files unless such teacher is knowledgeable of the material and is given a dated copy.

5.2.2 Upon request, teachers shall be given access to their individual files with reasonable notice during regular business hours. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in their individual file at the expense of the teacher. No material will be removed prior to the teacher's inspection of their individual file. Material will be removed from the files and destroyed by mutual consent of the teacher and the person responsible for the information, or when a teacher's claim that it is inaccurate, untrue, or unproven is sustained, pursuant to the grievance procedure. Teachers shall have the right to attach an explanation or rebuttal to any material that they believe is unfavorable to them.

5.3 *EMPLOYMENT:*

Preparation and years of experience for newly employed or re-instated teachers shall be computed by the Superintendent and the Board for placement on the salary schedule. Candidates for new employment will be shown a current salary schedule prior to employment. The district shall provide the Association president or designee a copy of a "Personnel Information Sheet" for each new hire by September 30 of each school year.

5.4 *TRANSPORTING CHILDREN:*

Teachers will not, except under emergency situations, be expected to transport children with the exception of teachers having the duty of transporting students as part of their normal assignment.

5.5 *NOTICES AND ANNOUNCEMENTS:*

All official school notices and announcements will be posted on a designated bulletin board or distributed to each individual teacher in the building.

5.6 DISCIPLINARY ACTION:

5.6.1 No teacher will be suspended, disciplined, officially reprimanded, reduced in rank or compensation without just cause. Non-renewal and discharge of teachers shall be in accordance with prevailing State Educational Statutes.

5.6.2 Both parties shall have the right to representation at every formal stage of any disciplinary proceeding or action.

5.6.3 Nothing in this contract shall be construed to deprive a teacher, the Association, or the Board of their rights under the law.

ARTICLE VI LEAVE PROVISIONS WITH PAY

Teachers will be entitled to temporary leaves of absences from school with full pay as herein set forth:

6.1 SICK LEAVE:

Sick leave will accumulate at the rate of 1.5 days per calendar month, September through June, cumulative to one hundred ten (110) days.

6.1.1 The employee will provide satisfactory evidence of illness when absence under the sick leave provision of this contract exceeds five (5) consecutive workdays. It shall be the right of the Superintendent to require verification of illness. No action shall lie against the Superintendent, at law or by virtue of grievance, for the Superintendent's exercise of such right.

6.2 EMERGENCY DAYS:

Up to two (2) emergency days during a school year for uncontrollable emergency situations, subject to the approval of the Superintendent or his designee.

6.3 PERSONAL DAYS:

Up to three (3) days personal leave during a school year at the recommendation of the principal and approval of the Superintendent or his designee. Such requests shall be submitted in writing at least one (1) week in advance. Personal leave will be limited to legal matters, business transactions, or personal household or family matters that require

the teacher to be absent during the school hours. The teacher will not be required to give specific reasons when requesting personal leave; however, in using personal leave, the teacher assures the Board that the reason for which personal leave is being taken cannot be accommodated on a non-school day. The granting of personal leave during the first two and last two weeks of the school year and immediately preceding and following vacations or holidays will be considered only under emergency circumstances with reasons submitted to the Superintendent.

6.4 PROFESSIONAL LEAVE:

Absence with full pay will be allowed for three (3) days leave approved in advance by the Superintendent or his designee for educational meetings and conferences or for trips involving school business. All requests for such absences will be made in writing at least one (1) week in advance, when practicable, to the principal and if recommended, will be submitted to the Superintendent for approval. The number of absences allowable for professional leave is a value judgment on the part of the Superintendent or Principal and is not subject to appeal, but is subject to budget limitations.

6.5 SICK LEAVE BANK

6.5.1 The Board agrees to establish a sick leave bank to cover teachers in the event of serious illness or disability. For the purposes of administering the sick leave bank, the parties agree that non-medical child rearing leave is governed exclusively by the provisions of Section 7.1.1.

6.5.2 The sick leave bank shall be administered by a committee composed of two (2) teachers of the Association appointed by the President, the school nurse, and an Administrator appointed by the Superintendent, hereinafter called the Administrative Committee.

6.5.3 The Sick Bank rotation list is a list of members of the sick bank to be initially established in July, 2022. The initial list of members was placed in alphabetical order by date of hire. Subsequently, new enrollees, after contributing one day, will be added to the bottom of the list. New enrollees who join the bank on the same day shall be placed on the list in alphabetical order.

6.5.4 To join the sick leave bank, a teacher must sign a Sick Bank Membership Form by September 30th of each year and shall donate one (1) day from those he/she receives in a one-year period to be deposited in said bank, such day to be deducted from the teacher's annual sick leave in the second pay period in October. The Administrative Committee will provide the SAU office with a copy of all membership forms as well as the current rotation list by October 1st of each year.

6.5.5 The SAU business office shall deduct days from teachers' sick leave as described above and shall keep a record of days accumulated in the sick bank, which may be audited by the President of the association at any time.

6.5.6 The days in the bank may accumulate up to one hundred seventy-five (175) days. When the bank reaches the maximum accumulation only new enrollees need to contribute to the bank. All new enrollees must contribute for their first three years of participation regardless of the total accumulation in the bank. These days in excess of the maximum shall be placed in reserve. Any days left in reserve at the end of the school year shall be lost. They shall neither continue to be held in reserve nor restored to the enrollee.

6.5.7 A member becomes eligible to request benefits from the sick leave bank if suffering from a serious illness or disability provided he/she has exhausted all of his/her accrued sick leave. Said member may request up to twenty five (25) days per application.

6.5.8 The request to use the sick leave bank shall be submitted in writing with supportive medical documentation to the Administrative Committee. The committee will determine whether or not, in its judgment, the teacher qualifies to use the sick leave bank. If the Administrative Committee has determined that the teacher qualifies to use the sick bank, it will submit its decision to the Superintendent who will release the days for use by the teacher. The decision of the Administrative Committee shall be final and shall not be subject to grievance or arbitration.

6.5.9 When the days are drawn on the Sick Bank, the sick days held in reserve shall be used to restore the Sick Bank from a minimum of 100 days to a maximum of 175 days. If the bank falls below the minimum accumulation of 100 days, participants must contribute only one of their sick days in the second pay period in October. Those days will be held to replenish the Sick Bank at the close of the school year in June, beginning with the top of the rotation list, until the Sick Bank is restored to the maximum allowed. Those contributing individuals will then be placed at the bottom of the rotation list. An accounting of the sick bank accrued and used days will be sent to the SAU office no later than June 1st each year.

6.6 SABBATICAL LEAVE:

Upon successful completion of six years of experience at Prospect Mountain High School, a teacher may apply for a year's leave of absence with one-half the pay of a first year teacher with a BA or BS Degree and no teaching experience and no credits beyond the BA Degree. Such leave will be granted only if the teacher can prepare a work product that can be used to confer some substantive educational benefit to the student body or to the school system. An outline of the proposed work product must be submitted to the superintendent for approval prior to the granting of the sabbatical.

A teacher who has qualified for a sabbatical, must apply to the Board -- through the Superintendent of Schools -- before December 1st of the school year preceding the proposed sabbatical. If a sabbatical is granted, and in return for such leave, the teacher must agree in writing to return to Prospect Mountain High School for one year of service in an assignment comparable to the one held prior to the sabbatical. The written agreement between the teacher and the Board will include the foregoing conditions as well as a provision for liquidated damages in twice the amount of the sabbatical pay if the teacher requests a release from the one-year post-sabbatical provision.

6.7 *BEREAVEMENT LEAVE:*

Employees shall be eligible for up to five (5) days of paid bereavement leave in the event of each death of an immediate family member as follows: spouse, significant other, children, parents or parents in kind, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters.

6.8 The Association will be granted two professional days that will be used to attend the NEA/NH Delegate Assembly.

6.9 *LEAVE BUY BACK:*

For the purpose of determining total accumulated leave, annual unused sick and personal days will be counted. The Board agrees to reimburse teachers who have accumulated over the maximum of one hundred ten (110) days at rates as follows:

\$150 for each accumulated day over 110.

Donations to the sick bank are excluded from the buy-back plan.

<i>ARTICLE VII LEAVE PROVISIONS WITHOUT PAY</i>
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7.1 *PARENT LEAVE:*

7.1.1 Upon arrival of a child (either natural or adopted), either parent employed as a teacher shall be entitled to up to twelve (12) weeks of job-protected leave, with pay from the teacher's accumulated personal and sick time, or unpaid to the extent that the teacher does not have leave time available. This benefit shall be extended under the terms of the Family Medical Leave Act (FMLA) except that eligibility requirements regarding hours

worked in the previous twelve (12) months shall be waived. After exhausting this period of leave, the teacher may request an unpaid leave of absence of up to an additional twelve (12) weeks by submitting such request in writing to the Board.

7.1.2 Upon return from such previously approved leave by the Board, the teacher shall be returned to a position for which the teacher is certified.

7.2 LEAVE OF ABSENCE:

Unpaid leaves of absence for purposes other than educational enrichment may be granted for up to one (1) year upon recommendation of the Superintendent and approval of the Board. A teacher who is on leave of absence for more than one-half of the school year, will not advance on the salary schedule the following year.

ARTICLE VIII GRIEVANCE PROCEDURES

8.1 DEFINITIONS:

8.1.1 An aggrieved person is the person making the complaint. A person of his/her choosing or a duly designated representative of the Association may represent the employee. The Association representative shall have the right to be present at any formal grievance hearing, even if the employee has his/her own representative.

8.1.2 A party in interest is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

8.1.3 Grievance or Complaint means an alleged violation, misinterpretation or misapplication of any article of this agreement.

8.1.4 The time limits of this article shall refer to school days except in a case where they would be beyond the end of the school year; in such a case, a school day shall be defined as Monday through Friday excluding national holidays.

8.2 INFORMAL STEPS:

8.2.1 The usual procedure for an employee with a grievance is to discuss the matter in a conference with the principal. It is expected that most grievances **will** be satisfactorily resolved through this procedure.

8.2.2 A grievance is waived and will not be considered if not initiated, at the informal level, within twenty (20) school days from when the employee should have reasonably known of the occurrence.

8.2.3 It is understood that the parties involved and witnesses will be guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to processing a grievance.

8.3 FORMAL STEPS:

8.3.1 STEP 1: If a grievance persists after a conference with the principal, the aggrieved person may, within ten (10) school days, reduce the grievance to writing stating the specific violations of the contract, and submit it to the principal who will consider the evidence provided by the aggrieved and prescribe any corrective action, if necessary, within ten (10) school days. The decision of the principal shall be in writing.

8.3.2 STEP 2: If the grievance is not resolved in Step 1, the aggrieved, within ten (10) school days, 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 step above and the grounds upon which the appeal is based. The Superintendent or his designated representative shall communicate his decision in writing to the aggrieved employee within ten (10) school days after receipt of the grievance. Upon receipt of the grievance, either party may request a meeting, which shall be scheduled within the ten (10) school days. When the Association at this step does not represent the employee, the Superintendent shall furnish the Association with a copy of the appeal from Step 1 together with a notice of the date of the meeting. In such cases, the Association may be present and state its view whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement.

8.3.3 STEP 3: If the grievance is not resolved at Step 2, the aggrieved employee and/or his/her representative on his/her behalf, may appeal to the School Board in writing within ten (10) school days, and such writing shall set forth specifically the act or conditions on which the grievance was based in the second step above and on the grounds upon which the appeal is based.

8.3.4 The Board will consider the appeal in a non – public session at the next scheduled Board meeting or no longer than 31 days after a Board meeting that fails to reach a quorum after receipt of the appeal. If the Board determines necessary, the grievant (s), Association representatives and Administration may be asked to attend the non-public

session. The Board shall issue its decision, in writing, within ten (10) school days of the non-public session.

8.3.4.1 Be in the executive session of the Board with only interested parties present unless the aggrieved teacher requests an open meeting.

8.3.4.2 Give all interested parties the opportunity to be represented by a person of their choosing, to present sworn testimony, to present witnesses and documentary evidence, to cross-examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices, and requests shall be reasonably furnished to all opposing parties and either party shall have the right, at its own expense, to have a verbatim transcript.

8.3.5 Failure at any of the above steps of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal to the next step of this procedure.

8.3.6 Failure at any of the above levels of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

8.3.7 The Board shall render a decision in writing within twenty (20) school days after the hearing has been concluded. The action of the Board shall be final except as State or federal law provides subsequent action.

ARTICLE IX ASSOCIATION PRIVILEGES

9.1 PRIVILEGES:

The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association or participation in any of its activities or the exercise of individual rights under RSA 273-A.

9.2 DUES DEDUCTION:

Deduction shall be made in nearly equal amounts for twenty-six (26) pay periods, beginning with the first pay period. Deductions will be made for and only after authorization of the teacher; said authorization having been delivered in hand to the Superintendent of Schools not later than the August 20th preceding the authorized

deduction. New teachers will have until the end of the second week in September to submit their dues deduction authorizations. Dues deducted shall be remitted monthly to the Association's Treasurer. When a teacher terminates prior to completion of the contract, the remainder of the dues will be deducted from the final paycheck. The Association agrees to hold the Board harmless as a result of this provision.

The Association agrees to hold the Board harmless from any responsibility to obtain dues deduction authorizations or to be responsible for the payment of any dues other than those withheld in accordance with state and federal law.

9.3 *PRINTING AND DISTRIBUTION OF THE AGREEMENT:*

The Board will pay the costs of reproducing this agreement. The Association agrees to distribute copies of this agreement to members of the bargaining unit, and the Board agrees to distribute copies of this agreement to the administrative and supervisory personnel in the district.

9.4 *THE PROSPECT MOUNTAIN SCHOOL BOARD POLICY MANUAL:*

The Board shall provide access to a web-based current and updated list of policies. All policies shall be applied and enforced fairly and equitably.

New and approved policies will be updated to the website within 72 hours and the PMTA leadership will be notified the day after the meeting.

9.5 *USE OF FACILITIES:*

9.5.1 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 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 and approved by the principal forty-eight (48) hours in advance.

9.5.2 The Association agrees to pay any additional custodial and related costs to the district should any be involved as a result of such meetings.

9.5.3 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on designated bulletin boards with the advance verbal approval of the principal. The Association may use employee mailboxes for communication to all teachers with the advance knowledge of the principal. The

Association may request of the principal from time to time the opportunity at faculty meetings to present announcements and with the principal's advance verbal approval may make such announcement there at.

ARTICLE X COMPENSATION

10.1 PURPOSES OF A SALARY SCHEDULE:

10.1.1 To provide management with an effective tool for administering an equitable employee compensation plan.

10.1.2 To provide labor with information on how management will administer employee compensation.

10.1.3 To provide management and labor with a basis for good faith bargaining on one aspect of employee compensation.

10.2 UNDERLYING PRINCIPLES OF A SALARY SCHEDULE:

10.2.1 Should provide a basis for hiring new employees based on training and experience directly related to the proposed teaching assignment, and district needs.

10.2.2 To provide a basis for equitable changes in compensation based on (a) further training and (b) increased experience.

10.2.3 Should provide a basis for improved instruction through financial incentive to employees to improve and extend their professional skills.

10.3 BASIC STRUCTURE OF A SALARY SCHEDULE:

10.3.1 TRACK MOVEMENT

Upon attainment of the necessary credits from graduate-level courses, an employee shall provide the central office with the necessary proof and the employee's salary shall be adjusted effective at the start of the following contract year.

10.4 PLACEMENT

Prospect Mountain teachers shall be entitled to all graduate level credits earned for the purpose of salary track placement: i.e., teachers with a BA+20 or BS+20 credits shall be placed on Track 2. Those with a BA+40 or BS+40 credits or those with a MA or MS degree shall be placed on Track 3. Those with a MA+30 or MS+30 credits shall be placed on Track 4. Beginning on July 1, 2024, any teacher who has earned a terminal degree (CAGS, EdD, or PHD) shall be placed on Track 5.

10.5 SALARY SCHEDULE

The salary schedules will be adjusted as follows:

- 2022-2023- 4% increase
- 2023-2024- 3% increase
- 2024-2025- 2.5% increase, and addition of a fifth track for teachers who earn a terminal degree (CAGS, EdD, PhD), which will be 4% higher than the fourth track on the Salary schedule.
- 2025-2026- 2.5%

2022-2023				4%
	Track 1	Track 2	Track 3	Track 4
1	40,769	42,403	45,663	48,926
2	42,570	44,188	47,441	50,718
3	44,372	45,975	49,214	52,511
4	46,172	47,763	50,993	54,794
5	47,971	49,554	52,768	56,098
6	49,773	51,338	54,543	57,894
7	51,575	53,126	56,321	59,688
8	53,375	54,915	58,099	61,480
9	55,175	56,701	59,872	63,276
10	56,976	58,492	61,649	65,071
11	58,778	60,276	63,426	66,862
12	60,578	62,064	65,201	68,659
13	62,591	63,853	66,977	70,451
14	62,591	65,886	68,755	72,245
15	62,591	65,886	70,826	74,038
16	62,591	65,886	70,826	76,180

2023-2024				3%
	Track 1	Track 2	Track 3	Track 4
1	41,992	43,675	47,033	50,394
2	43,847	45,513	48,864	52,239
3	45,703	47,355	50,690	54,086
4	47,557	49,196	52,523	56,438
5	49,410	51,041	54,351	57,781
6	51,267	52,878	56,179	59,630
7	53,122	54,720	58,011	61,478
8	54,976	56,563	59,842	63,324
9	56,830	58,402	61,668	65,174
10	58,686	60,246	63,499	67,023
11	60,541	62,085	65,329	68,867
12	62,395	63,926	67,157	70,718
13	64,469	65,768	68,986	72,564
14	64,469	67,863	70,818	74,412
15	64,469	67,863	72,951	76,259
16	64,469	67,863	72,951	78,465

2024-2025					2.5%
	Track 1	Track 2	Track 3	Track 4	Track 5
1	43,042	44,767	48,209	51,563	53,720
2	44,944	46,651	50,085	53,545	55,687
3	46,845	48,538	51,958	55,438	57,656
4	48,746	50,426	53,836	57,849	60,163
5	50,645	52,317	55,709	59,225	61,594
6	52,548	54,200	57,584	61,121	63,566
7	54,450	56,088	59,461	63,015	65,536
8	56,351	57,977	61,338	64,907	67,503
9	58,251	59,862	63,210	66,803	69,475
10	60,153	61,753	65,086	68,698	71,446
11	62,055	63,637	66,963	70,589	73,413
12	63,955	65,524	68,836	72,486	75,386
13	66,081	67,413	70,711	74,378	77,353
14	66,081	69,559	72,589	76,272	79,323
15	66,081	69,559	74,775	78,165	81,292
16	66,081	69,559	74,775	80,427	83,644

2025-2026					2.5%
	Track 1	Track 2	Track 3	Track 4	Track 5
1	44,118	45,886	49,414	52,945	55,062
2	46,067	47,817	51,338	54,884	57,079
3	48,016	49,752	53,256	56,824	59,097
4	49,965	51,686	55,182	59,296	61,667
5	51,912	53,624	57,102	60,706	63,134
6	53,862	55,555	59,023	62,649	65,155
7	55,811	57,490	60,948	64,591	67,174
8	57,759	59,426	62,871	66,530	69,191
9	59,707	61,358	64,790	68,473	71,212
10	61,657	63,296	66,713	70,416	73,233
11	63,606	65,228	68,637	72,354	75,248
12	65,554	67,162	70,557	74,299	77,271
13	67,733	69,098	72,479	76,238	79,287
14	67,733	71,298	74,403	78,179	81,306
15	67,733	71,298	76,644	80,119	83,324
16	67,733	71,298	76,644	82,438	85,735

10.5.1 LONGEVITY STIPEND

Teachers who have served at Prospect Mountain High School and Alton Central School as certified high school teachers for 11 years or more shall receive non-cumulative longevity compensation, to be paid in two equal installments: the first pay period in December and the last pay period in June according to the following schedule:

Years of Service 11-15	\$1,500
Years of Service 16-20	\$2,000
Years of Service 21-25	\$2,500
Years of Service 26-30	\$3,000
Years of Service 31-35	\$3,500
Years of Service 36+	\$4,000

10.6. SAU COMMITTEE COMPENSATION

10.6.1 Teachers will receive compensation for serving on a PMHS School Board approved committee. Calculation will be calculated as follows: 4% of the Step1 Track 1 base pay. The Association will be provided a list of current approved committees and the

number of scheduled/required meetings at the start of each school year and whenever a new committee is approved Committee assignments are voluntary. Performance of committee members will be evaluated annually prior to reappointment, in compliance with Section 5.1 of this agreement.

10.6.2 Each year, the Board shall determine the need for peer leadership through Department Chair positions, considering changes in student enrollment and the breadth of course offerings in the Program of Studies. Such positions will be posted annually. Teachers who are appointed to serve as Department Chairs shall receive 4% of the Step 1 Track 1 base pay as a stipend for their service. Any teacher who has been appointed to serve as a department chair for three (3) consecutive years shall not be removed except for just cause, and such positions shall be exempt from the annual posting requirement.

Other stipend positions as may be posted from time to time are not covered by this clause or by the CBA.

10.6.3 The stipends will be paid in two equal payments, the first pay period in December and the first pay period in June.

10.7 CRITICAL SHORTAGE ADJUSTMENT - NEW PERSONNEL:

The Board's needs for personnel may occur in areas in which there is a critical shortage of candidates; critical shortage will be determined by the Board taking into account the following factors:

- a) Knowledge and experience of Administration about filling vacancies in the specific area;
- b) Critical shortages declared by the New Hampshire State Commissioner of Education;
- c) Length of time expended by the Administration in trying to fill the vacancy, and
- d) The lateness of the date in relationship to the opening date of the next school year.

No person employed under the provisions of this section will be hired at a salary rate greater than a continuing member of the staff who is qualified to teach in the area of the shortage and who has been notified in writing of the vacancy.

10.8 LOYALTY-LONGEVITY RETIREMENT BONUS

10.8.1 The Board will recognize loyal and long teaching service to the Prospect Mountain High School through payment of a retirement bonus based on the following:

ITEM	Minimum Benefit	Maximum Benefit
a) Minimum age attained	60	60
b) Years in teaching	20	20
c) Years in Alton & Prospect Mt. H.S.	10	20
d) Percent Employed	50%	100%

The maximum benefit is \$10,000 for teachers who were employed at Alton Central School during the 2003-2004 school year and who have taught full time for twenty (20) years at Alton Central School and/or Prospect Mountain High School.

The benefit for those with less service at Alton Central School and/or Prospect Mountain High School will be as follows: Percent of years at Alton Central School and/or Prospect Mountain High School (where the teacher's years of service at the schools is the numerator and 20 is the denominator) times percent of full time (on average, over the teacher's entire length of service at the schools) times \$10,000.

10.8.2 The retiring teacher must have notified the Board in writing, by November 15 of the last individual teacher contract year, of intent to retire at the end of that individual teacher contract year.

10.9 EARLY RETIREMENT HEALTHCARE BENEFIT

10.9.1 The parties recognize that teachers may wish to retire early. The Board agrees to provide health insurance for those who wish to retire after reaching age 60, provided that by the date of retirement they have worked as a certified public school teacher or administrator for at least twenty (20) years and for the Board for at least ten (10) years.

10.9.2 Eligible Teachers will be provided a continuation of health insurance plan(s) as are provided to Teachers under the then current CBA. The District will pay 100% of the premium cost of a single person plan, and the Teacher shall have the option of paying the difference for a two-person or family plan.

10.9.3 Insurance coverage shall be provided for eligible Teachers for up to one (1) year for every five (5) years of public school certified teaching or administrative service, up to a) a maximum of five (5) years b) age 67, or c) when the teacher becomes eligible for Medicare benefits, whichever occurs first.

10.9.4 Teachers who wish to be considered for participation must notify the Board of their intention to retire by November 15 of the last individual teacher contract year, of intent to retire at the end of that individual contract year. No more than two (2) Teachers may

exercise this option in any one year. Eligible teachers shall be selected on the basis of seniority at Prospect Mountain High School. A lottery will be used in the event of a tie.

10.10 METHOD AND TIME OF SALARY PAYMENT:

The annual salary of a teacher shall be computed and paid on the basis of twenty-six (26) bi-weekly installments commencing on the first payroll in July. A teacher terminating prior to the completion of the contract shall have his/her salary prorated on the basis of (185) days.

New hires will be paid an annual salary in bi-weekly installments equal to the number of bi-weekly payroll periods between the first payroll period after school opens and June 30.

It is mutually understood that if a teacher uses funds from July 1 to the start of school, that teacher will remain at Prospect Mountain High School through the completion of the school year.

If a teacher seeks to be released from the contract, the Board reserves the right to hold the teacher to the signed contract until full reimbursement has been made for all funds paid in advance, including salary, retirement and insurance. Any legal costs incurred by the Board in recovering these funds shall also be paid by the teacher. (per MOA dated May 10, 2016)

10.11 HEALTH INSURANCE:

The Board will offer SchoolCare Green Open Access (The "Green One" plan, with \$10 copay) single, two person, or family plan with the following co-pays for teachers who qualify and become members of the plan. The teacher through payroll deduction will pay the copay. Section 125 Accounts will be made available at the employee's option.

<u>Year</u>	<u>Single Plan</u>	<u>Two-Person Plan</u>	<u>Family Plan</u>
2022-2023	16%	16%	16%
2023-2024	17%	17%	17%
2024-2025	17.5%	17.5%	17.5%
2025-2026	18%	18%	18%

10.12 HEALTH INSURANCE BUY BACK

The Board agrees to pay **\$4,500** to any teacher who does not elect to participate in the district-provided health insurance upon evidence of a certificate of insurance on a plan other than one proposed through Healthcare.gov (under the provisions of the Affordable

Care Act). The buyback shall be paid in two equal payments in December and May, by the 18th of the month or the second payroll of the month whichever comes first. The buyback may be paid to the employee or to a Tax Sheltered Annuity for the benefit of the employee, at the employee's option.

10.13 HEALTH INSURANCE: Dental

The Board will pay one hundred (100%) percent of the complete cost of Delta Dental, Option IA, single person coverage. The Board will pay ninety-five (95%) percent of two-person coverage and ninety (90%) percent for family coverage, for all teachers who qualify and become members of the plan. The teacher will pay the remaining percentage through payroll deduction.

ARTICLE XI AGREEMENT CHANGES

11.1 This agreement may not be altered, changed, added to, deleted from or modified without the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE XII SAVINGS CLAUSE

12.1 If any article or part of this agreement is held to be invalid by operation of law, the remainder of the agreement shall not be affected thereby and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XIII DURATION

13.1 The provisions of this agreement will be effective **July 1, 2022**, and will remain in full force and effect until **June 30, 2026**.

If the parties are unable to reach agreement on a subsequent contract effective July 1, 2026, then the doctrine of "Status Quo" shall govern the parties' relationship. Status Quo shall be defined as per the Supreme Court decision of 1995. (Appeal of the Alton School District, 140 NH 1995).

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS

THIS 29 DAY OF march, 2022

PROSPECT MT. TEACHERS' ASSOCIATION PROSPECT MT. SCHOOL BOARD



PMTA Representative



(Witness)

3/29/22

(Date)



Prospect Mt. School Board Rep.



(Witness)

3/29/2022

(Date)

**Negotiations between Prospect Mountain Teachers' Association
and the Prospect Mountain School Board**

MEDIATED AGREEMENT 12/20/21

Sidebar to the PMTA Collective Bargaining Agreement
July 1, 2022 through June 30, 2026

The parties agree that upon implementation of Section 10.8 of this agreement, one previously employed teacher would suffer a loss in compensation due to the elimination of the "2015 MOU" previously in effect. The Board will provide that teacher with a one-time additional longevity payment of \$250 during the 2022-2023 school year. After that year, the teacher will be "made whole" through the provisions of Section 10.8, and no further special consideration will be made.

Prospect Mountain Teachers Association

By: 

Date: 3/29/22

Prospect Mountain School Board

By: 

Date: 3/29/2022

MEMORANDUM OF AGREEMENT

Now come the Prospect Mountain Teachers' Association (PMTA) and the Prospect Mountain School Board (the Board) and hereby enter into the following Memorandum of Agreement (MOA) and agree as follows:

Hereinafter, the terms "teacher" and "employee" will refer to any employee included in the current collective bargaining agreement (CBA) between the Board and the PMTA.

WHEREAS, the Board (as represented by its high school administration), the PMTA, and other stakeholders have successfully collaborated on a proposed master schedule for Prospect Mountain High School, which the parties expect will be implemented as of the start of the 2022-2023 school year.

WHEREAS, the parties share an interest in an effective advisory program within the school's schedule;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree to establish a Develop-Encourage-Navigate (DEN) / Prospect Assembly for Culture and Knowledge (PACK) Review Committee to design, establish, oversee, evaluate, and examine the content of the school's advisory program:

1. (a) The PMTA and the Board are parties to a CBA in place for the period of July 1, 2021 through June 30, 2022 and have successfully negotiated a successor agreement for the period of July 1, 2022 through June 30, 2026.
- (b) This MoA spans periods covered by both agreements; DEN/PACK Review committee shall be established on or about January 1, 2022 and shall meet and work as needed until August 31, 2022. Such term shall also be the term of this MoA.
- (c) The changes to the teacher working conditions contained herein are being made to accommodate a specific need and shall not be construed to modify any term of the CBA or other covenant agreed to by the parties.

2. (a) The DEN/PACK Review Committee shall include five (5) members appointed by the President of the PMTA and three (3) members appointed by the Superintendent.
- (b) The DEN/PACK Review Committee shall conduct research and plan for the implementation of the advisory program, referring its recommendations to the Superintendent and Board as necessary on an ongoing basis. Every effort will be made to make recommendations by consensus of the group.
3. For the calendar year in which it meets, members of the DEN/PACK Review Committee shall be compensated as a "Board Approved Committee" as described in the CBA in effect during the 2021-2022 school year. These stipends will be paid in full on the first pay period in June, 2022.

Signed this ^{29th day of March, 2022} ~~22nd day of December, 2021.~~

Prospect Mountain School Board

Eunice A. Landry
Eunice Landry, Chair

Prospect Mountain Teachers' Association,
NEA-NH

Peter Long
Peter Long, President