



Agreement Between  
The Rye School Board

and

The Association of Coastal Teachers/Rye

July 1, 2007

Through

June 30, 2010

Rye School District

*48 Post Road  
Greenland, New Hampshire 03840-2313*



## TABLE OF CONTENTS

Article 1	Recognition and Definitions	3
Article 2	Negotiations Procedure	5
Article 3	Grievance Procedure	6
Article 4	Association Rights	9
Article 5	Board Rights	12
Article 6	Teacher Evaluation Procedures	13
Article 7	Transfers, Assignments, Reassignments	15
Article 8	Time Requirements	16
Article 9	Teacher Work Year	17
Article 10	Sick Leave	18
Article 11	Temporary Leaves of Absence	19
Article 12	Extended Leaves of Absence	20
Article 13	Sabbatical Leave	21
Article 14	Retirement	23
Article 15	Professional Learning Activities	24
Article 16	Insurances	25
Article 17	Salaries	27
Article 18	Reduction in Force	29
Article 19	Miscellaneous Provisions	31
Article 20	Duration of Agreement	32
Appendix A	Salary Schedule and Longevity – 2007-08	33
Appendix B	Salary Schedule and Longevity – 2008-09	34
Appendix C	Salary Schedule and Longevity – 2009-10	35
Appendix D	Teacher's Contract	36
Appendix E	Course Completion Form	38
Appendix F	Benefit Summary for New Teachers	39

# ARTICLE 1

## RECOGNITION AND DEFINITIONS

For the purpose of this Collective Bargaining Agreement (CBA), the Board recognizes the Association of Coastal Teachers/Rye (ACT/Rye) as the exclusive representative of all professional employees of the District. Professional employees shall include any individual employed by the Rye School District, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State of New Hampshire under its regulations governing the certification or licensure of professional school personnel, EXCEPT that the term does not include superintendents, assistant superintendents, curriculum coordinators, directors of pupil services, special education coordinators, building administrators, assistant building administrators, business administrators, or persons employed by the New Hampshire Board of Education. The ACT/Rye agrees to represent equally all such professional employees included in this CBA, designated above, without discrimination and without regard to membership in the Association. 1-1

Definitions (as used in this Agreement):

Administration refers to the executive authority and responsibility vested by the Board and the State in the office of the building administrator, special education coordinator, assistant superintendent, curriculum coordinator, director of pupil services, business administrator, and the superintendent of schools. 1-2

This Agreement, herein after called the Agreement, is between the Rye School Board, hereinafter called the Board, and the Association of Coastal Teachers/Rye, hereinafter called the Association and refers to the Collective Bargaining Agreement (CBA) as agreed to between the Board and the Association. 1-2.1

The Association means the collective bargaining unit referred to as the Association of Coastal Teachers/Rye also known as ACT/Rye. 1-2.2

Board, means the collective individuals legally referred to as the Rye School Board elected by the residents of the Rye School District. 1-2.3

Building administrator, as used in the Agreement, means the responsible administrative head of her/his respective school. 1-2.4

Contract refers to the individual employment agreement as signed by the teacher as referenced in Appendix "D". 1-2.5

Day, shall refer to calendar days, and shall exclude Saturdays, Sundays and legal holidays. 1-2.6

District refers to the Rye School District only. 1-2.7

Employee, means a person employed by the Board, included in the Association defined in Article 1, Section 1-1 of this Agreement. 1-2.8

<u>Faculty representative</u> , means the Association's faculty representative or her/his teacher designee. However, s/he shall be part of the Association defined in Article 1, Section 1-1.	1-2.9
<u>Full time employee</u> refers to a teacher who is employed by the District and meets the requirements of Articles 1, Section 1-1, 8, Sections 8-2 and 8-2.1, and 9, Section 9-1.	1-2.10
<u>Grievance</u> means an alleged violation, misinterpretation or misapplication with respect to one or more public employees, of any provision of an agreement reached under this chapter as defined by RSA 273-A:1,V.	1-2.11
<u>Part time employee</u> refers to a teacher who is employed by the District and meets the requirements of Article 1-1 but not the requirements of Articles 8-2, 8-2.1, or 9-1. Part time teachers shall be entitled to benefits in the same ratio as the time the teacher works compared to a full time teacher as defined in Article 8.	1-2.12
<u>Reduction in Force</u> is when the School District finds it necessary to reduce the total number of certified employees.	1-2.13
<u>School</u> means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the District.	1-2.14
<u>School days</u> shall refer to days when school is officially in session as designated on the District's approved calendar. The term school day(s), shall also include all professional development day(s) as designated by the Superintendent of Schools or his/her designee.	1-2.15
<u>Superintendent of Schools</u> shall refer to the executive administrative head responsible for the education of students in the District.	1-2.16
<u>Teacher</u> means any State of New Hampshire certified or licensed staff member employed by the Board, included in the Association defined in Article 1, Section 1-1 of this Agreement.	1-2.17
<u>Tenured teacher</u> shall mean a teacher who, as defined by RSA 189:14-a, has taught for three (3) consecutive years in the Rye School District, or who has taught for three (3) consecutive years or more in any school district in the State of New Hampshire and then has taught for two (2) consecutive years in the Rye School District.	1-2.18
Whenever the singular is used in the Agreement, it is to include the plural.	1-3
<u>Non-teaching duties</u> shall mean duties not related to the direct supervision or instruction of pupils.	1-3.1
All reference to employees in this Agreement is intended to designate both sexes.	1-3.2
All benefits, except where otherwise noted, shall be prorated directly to the percentage of time worked by the teacher as designated on his/her annual employee salary agreement.	1-3.3

## ARTICLE 2

### NEGOTIATION PROCEDURE

- No later than September 1 of the year preceding the expiration of this Agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good-faith effort to reach agreement on all matters raised by either party concerning salaries, fringe benefits, hours, terms, and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached, which requires the appropriation of public funds for its implementation, shall not be binding upon the Board unless, and until, the necessary appropriations have been made by the voters of the Rye School District. The Board and the Association shall make a good faith effort to secure the funds necessary to implement said agreements. If, as determined by the Board, the amounts voted at the Official School Ballot are insufficient to cover the cost items of a negotiated agreement, or if such cost items are otherwise disapproved at the Deliberative Session, the parties shall, within seven (7) school days of the adjournment of that meeting, reopen negotiations in an effort to reach a revised agreement; which revised agreement does not require expenditures in excess of the amounts budgeted by the district for such purposes for the ensuing year. 2-1.1
- If the reopened negotiations do not result in a revised agreement by April 30th in any given year, the Board shall, by May 15th of that year, issue individual employment contracts. The salaries set forth in such contracts shall be determined by the Board within the amounts budgeted, in accordance with the 2007-2010 CBA salary schedule, and approved by the previous Official School Ballot.
- The parties shall schedule and commence negotiations looking toward an agreement covering a future year or years. Any salary settlement will be effective for the fiscal year in which the school district funds were appropriated.
- The individual salaries may only be changed by mutual agreement or by court order based on a finding that the Board's allocation was an abuse of discretion.
- The Board shall make available to the Association information that the Board is required by law to release to the general public. Either party may, if it so desires, use the services of outside consultants and may call upon professional representatives to assist in negotiations. 2-1.2
- Impasse, mediation, and fact-finding shall be conducted as regulated in RSA 273-A. 2-2
- The costs for the services of the mediator and fact-finder, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association. 2-3

## ARTICLE 3

### GRIEVANCE PROCEDURE

- A grievance to be considered under this procedure must be initiated by the employee within twenty (20) school days of its occurrence, or within twenty (20) school days of when the employee should have known of its occurrence. All grievances alleged to have occurred during the last two weeks of school must be initiated by July 15<sup>th</sup> of that year. 3-1
- All information pertaining to the grievance shall be made available to the teacher and the Association. 3-1.1
- If, in the judgment of the parties, a particular grievance shall affect a group of teachers, the Association may join in the processing of the grievance and become a party thereto. 3-1.2
- Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except after reaching Board level. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. 3-2
- When a grievance is pending, it is understood that employees shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance, and any effect thereof, shall have been fully determined. 3-2.1
- Any employee who has a grievance shall discuss it first with her/his building administrator (or immediate superior, if applicable) in an attempt to resolve the matter at that level. 3-3
- If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) school days, s/he shall set forth her/his grievance in writing to the building administrator specifying: (a) the nature of the grievance and date occurred; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) her/his dissatisfaction with decisions previously rendered. The building administrator shall communicate her/his decision to the employee within ten (10) school days of receipt of the written grievance. 3-4

If the decision of the building administrator does not resolve the grievance to the satisfaction of the teacher grievant, s/he shall so notify the Association within ten (10) school days of receipt of the building administrator's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the superintendent within ten (10) school days of receipt of the building administrator's decision and request a review by the superintendent. The appeal must be in writing reciting the matter submitted to the building administrator as specified above, and the teacher's dissatisfactions with the decision previously rendered. 3-5

The superintendent shall meet with the teacher to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days, and the superintendent shall communicate her/his decision in writing to the teacher, the building administrator, and the immediate superior within ten (10) school days.

Before a grievance is advanced to the school board, it must be voted on to go forward by the ACT/Rye Executive Committee. If the grievance is not resolved to the employee's satisfaction, s/he, no later than ten (10) school days after receipt of the superintendent's decision, may request a review by the Board. The request will be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the request to the Board. The Board, or a quorum thereof, shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the employee within thirty (30) school days. A decision in writing shall be rendered within ten (10) calendar days of the hearing with the employee. 3-6

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and s/he wishes review by a third party, s/he shall so notify the Association within ten (10) school days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the Board through the superintendent within twenty (20) school days of receipt of the Board's decision. The parties will then initiate arbitration under the procedure set forth herein. 3-7.1

No matter shall be considered a proper subject for arbitration or be subject to the arbitration provision set forth herein, if it pertains to [a] any matter for which a specific method of review is prescribed by law, or [b] any rule or regulation of the New Hampshire Commissioner of Education, or [c] any bylaw of the Board pertaining to its internal organization, or [d] any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or [e] a complaint of a non-tenure teacher which arises by reason of her/his not being re-employed, or [f] a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or not required. 3-7.2

Such request can be honored only if the Association waives the right, if any, in writing of said Association to submit the underlying dispute to any other administrative or judicial tribunal except for the purposes of enforcing the arbitrator's award. 3-7.3

- The following procedure shall be used to secure the services of an arbitrator: 3-8
- The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. 3-8.1  
 If no agreement is reached within ten (10) school days following the date the request for arbitration was received by the Board, the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
- If the parties are unable to determine, within ten (10) school days of the request for a second list, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator. 3-8.2
- Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party. 3-8.3
- The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. S/he may add nothing to nor subtract anything from the Agreement between the parties. The findings of the arbitrator shall be final and binding. Only the Board and the aggrieved and her/his representative shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing. 3-8.4
- Each party shall bear the total cost incurred by itself. 3-9
- The fees and expenses of the arbitrator are the only costs that will be shared by the two parties and such costs shall be shared equally. 3-9.1
- If the parties disagree as to the meaning or interpretation of any of the provisions of this Agreement, either party may utilize the grievance procedure set forth in Article 3 in order to resolve said dispute. 3-10
- Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance but only that the parties view such action as an expeditious means of resolving said grievance. 3-11
- All documents, communications, and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications, and records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the employee. 3-12

## ARTICLE 4

### ASSOCIATION RIGHTS

- The Association agrees that any difference between the parties on matters relative to the Agreement shall be settled by the means herein provided. The Association, in consideration of this Agreement and its terms and conditions, shall not, during the terms of this Agreement, engage in or condone any strike, work stoppage, or other concerted refusal to perform any assignment on the part of any employee(s) represented there under. 4-1
- If negotiations are resumed due to a budget reduction, the Association will take no action to impair the operation of schools. 4-2
- Each teacher shall be entitled to knowledge of and access to District records and reports of competence, personal character, and efficiency maintained in her/his personnel file with reference to evaluation of her/his performance in such school district. No document to which an individual has not been given access shall be utilized against the individual. 4-3
- Except as discussed in this section, no document may be taken from a teacher's file without agreement between the teacher and the Superintendent. In the event that the administration removes from the teacher's file materials that it deems to be confidential (i.e. letters of recommendation for original employment) a dated notation shall be placed in the file stating what materials have been removed. 4-3.1
- No information contained in the files of a teacher will be released to an outside person or agency without court order or, prior approval of the employee, except to verify employment, duration of employment, and confirmation of pay step. 4-3.2
- Upon at least one school day's notice, each teacher shall have the right to review and reproduce material in her/his file. 4-3.3
- The teacher shall have the right to respond in writing to any material filed, within one (1) month of the date of the material being referred. Her/his written comments shall be reviewed by the superintendent and attached to the file copy. 4-3.4
- Reproduction of such material may be made by hand, or on a cost-basis by copying machine, if available. The cost of reproduction will be equal to the cost incurred by the school district. 4-3.5
- Dues for the Association of Coastal Teachers/Rye, the NEA/New Hampshire and the National Education Association, will be deducted from the teacher's paycheck as authorized by the teacher in writing. Payments for the local, state, and national dues will be made as deducted from the teacher's payroll. 4-4
- Signed forms authorizing such deduction for new members will be submitted to the Superintendent's office by October 8<sup>th</sup> for teachers. For new teachers that begin after the first day of school, signed authorizations forms must be submitted no later than fifteen (15) days after commencing employment. 4-4.1

- It is recognized that the negotiations for, and administration of, the Agreement entails expenses which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Association, such employee will, as a condition of employment by the Board, execute an authorization for the deduction of a "fair share fee" which shall be a sum equivalent to membership dues required to be paid by members of the Association, which sum shall be retained for a scholarship fund. The scholarship shall be given in the name of the Association of Coastal Teachers--Rye. The Association agrees to indemnify and defend the Board, the Rye School District and SAU 50, the town of Rye and any employee, official, agent, representative or attorney of any such entity from any claim arising out of or in any way connected with the "fair share fee." Fair Share Fees for the Association of Coastal Teachers/Rye will be deducted from the teacher's paycheck. 4-4.2
- Eighteen (18) equal deductions are to be made starting with the second payroll in October. 4-4.3
- The Board agrees to make available to the Association a copy of the Board's agenda and minutes. 4-5
- The Association shall have the right to place notices, circulars, and other materials in teachers' mailboxes, or an appropriate place, provided that such materials shall not relate to any local, state, or national political matter of a non-educational nature, or any partisan political electioneering matter. 4-6
- The Association shall insure that materials, circulars, and notices being placed in the Teachers' mailboxes by members of the Association shall be in good taste. The Association shall not be responsible for any actions of individuals acting alone and not with the approval or authority of the Association. 4-6.1
- Copies of all such materials will be given to the Building Administrator and the Superintendent, but their approval will not be required. 4-6.2
- No tenured teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause in violation of NH State Law. All information forming the basis for disciplinary action will be made available to the teacher and the Association as required by RSA 189:14-a. 4-7
- No employee shall be denied Association representation, if requested by the employee, at any conference or meeting with an administrator, evaluator, supervisor, school board member, or other person in like position. 4-7.1
- There shall be no reprisals taken against any certified employee by reason of her/his membership in the Association, participation in its lawful activities, nor shall reprisals be taken against a teacher as a result of her/his processing of a grievance. 4-7.2
- The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting her/his appeal with respect to her/his personal grievance. 4-7.3

It is the Administration's intent to provide a safe and comfortable work environment for all employees. 4-8

The Administration agrees to comply with the safety regulations as prescribed by law and school board policy. 4-8.1

## ARTICLE 5

### BOARD RIGHTS

- The Board agrees that any difference between the parties on matters relative to the Agreement shall be settled by the means herein provided. The Board shall not sponsor any lock outs. 5-1
- If negotiations are resumed due to a budget reduction, the Board will take no action to impair the operation of schools. 5-1.1
- The Board is the legal entity endowed with the powers and duties to effectively operate the public schools. 5-2
- The Board retains, subject only to the language of this Agreement, all powers, right, and authority vested in it by laws, rules, and regulations including but not limited to: the right to make and amend Board policy, manage and control school properties and facilities, hire, supervise and oversee the Superintendent of Schools and his/her actions and responsibilities, determine, manage, and control the school curriculum, take such action as it deems necessary to maintain efficiency in the operation of the school system, and determine the methods, means, and personnel by which the function of the District will be performed. 5-2.1
- It is mutually agreed that all matters of managerial policy as defined by RSA-273A:1,XI are within the exclusive prerogative of the Board. 5-2.2
- In a bona fide emergency affecting the health, safety, or welfare of the students of the schools, the Board may take whatever action it deems necessary to carry out the mission of the school district in said emergency. 5-2.3
- The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power of or authority of either. 5-2.4
- There shall be no reprisals taken against a school board member and her/his family by reason of her/his membership on the Rye School Board. 5-3
- It is the teachers' intent to provide a safe and comfortable learning environment for all students. 5-4

## ARTICLE 6

### TEACHER EVALUATION PROCEDURES

- The parties agree that evaluations will be conducted in the manner outlined in policy GCO, Evaluation of Professional Staff. 6-1
- Any subsequent recommendations for changes or modifications to the adopted policy will be reviewed by the SAU 50 Committee on Evaluation and Supervision, the SAU 50 Policy Committee, and approved by the Rye School Board. 6-1.1
- Observation of the work performance of a teacher will be conducted openly. Those observations of the teacher's work performance, which are to be made part of her/his file, will be made known to the teacher. 6-1.2
- During the first three (3) weeks of school, the superintendent or her/his designee, shall orient all new teachers regarding evaluation/supervision procedures and instruments. 6-1.3
- Evaluation shall only be conducted by a building administrator, assistant building administrator, superintendent, or other qualified administrator. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher. 6-1.4
- Non-tenured teachers shall be formally evaluated at least two (2) times during the school year with written evaluation due by December 1 and March 1. Tenured teachers shall be formally evaluated every three (3) years, or as frequently as deemed necessary, with the evaluation due by March 1. 6-1.5
- Each teacher must be appraised a minimum of one (1) time prior to the close of school in June. 6-1.6
- A teacher shall be given a copy of any evaluation report prepared by her/his evaluator before or during any conference held to discuss it. If the teacher is dissatisfied with her/his evaluation conference(s), s/he may request additional conference time prior to the evaluation being placed in her/his file. No such report shall be submitted to the superintendent, placed in the teacher's file, or otherwise acted upon, without a prior conference with the teacher. The teacher shall sign each report. Such signature shall indicate only that the report has been read by the teacher, and in no way indicates agreement with the contents, thereof. The teacher may provide written rebuttal or comments to the report. 6-2
- Those complaints regarding a teacher, made to any member of the administration by any party, student, or other person, which may be used in any manner in evaluating a teacher, shall be promptly investigated by the administrator. It shall be the responsibility of the administrator to inform the teacher in question, and to obtain this teacher's written opinion of the situation if it appears to be a complaint of such magnitude, as determined by the administrator, that it may eventually be placed in the teacher's file. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of her/his file. 6-3

The teacher shall acknowledge that s/he has had the opportunity to review such complaint by affixing her/his 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 her/his answer shall be reviewed by the superintendent or her/his designee and attached to the file copy. No written answers to complaints, administrative evaluations, or letters may be placed in their own personnel files by teachers after ninety (90) calendar days from the incident. 6-3.1

The superintendent shall inform the Association in writing if any professional employee refuses to sign derogatory or evaluation material that is being placed in her/his file. A copy of the superintendent's communication to the Association shall be attached to the material in question and placed in the employee's file. 6-3.2

## ARTICLE 7

### TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

- No later than May 10 of each school year, the superintendent shall make available to the Association, and post in all school buildings, a list of all the known, unfilled positions, which s/he expects to fill prior to the opening of school in September. Revisions of the aforementioned list shall be made as of June 10. During July, the revised list will not be posted in the school buildings. However, it shall be forwarded to the Association's president at her/his summer address as filed with the Board. 7-1
- For the duration of this Agreement, a Teacher who desires a transfer for the ensuing year must file a written request with the Superintendent before June 1<sup>st</sup> which shall include grade/subject area of transfer, reason for transfer, and documentation of qualifications for transfer. The final decision pertaining to the transfer will be at the sole discretion of the Superintendent of Schools. When awarding a position, a Teacher's performance, seniority, and qualifications will be considered. All jobs will be posted within the Rye schools first, internal Rye school candidates will be interviewed before the job is posted elsewhere. 7-1.1
- Upon request by the Association, the superintendent shall make available to the Association a system-wide roster showing names and tentative assignments of all personnel. In the event of change of assignment, the teacher involved shall be notified at the earliest possible time. However, every effort shall be made to avoid assignment changes after August 1. In the event of a change of assignment, and upon the request of the teacher, a consultation with the superintendent or her/his designee shall be held. 7-2
- In order to ensure that pupils are taught by teachers working within their area of competence, teachers will not, generally, be assigned outside the scope of their teaching certificates and/or their major or minor fields of study. However, teachers may be assigned to a field other than their primary one when the administration deems it necessary. 7-3
- Notice of all open certified positions in the Rye School District shall be posted in the schools and sent to the Association. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting except in the case of an emergency to cover student needs. 7-4

## ARTICLE 8

### TIME REQUIREMENTS

- The Association agrees that a teacher's day is not necessarily the same as that of a student, further, that the Board has the right to establish the time of the student's and teacher's day. 8-1
- In general, teachers shall be free to act with professional discretion relative to their time of arrival at school in the morning or leaving of school in the afternoon. However, it is normally expected that teachers will arrive at school no less than 15 minutes prior to the opening of school and will remain in school no less than 15 minutes after the close of school. 8-2
- The school day for students will be up to 6.75 hours to allow for an increase of up to 30 instructional minutes per day. 8-2.1
- A teacher's workday shall be spent at the school and/or sites as designated by the building administrator and may include classes, study halls, student contact, including advising students, planning, peer coaching, training, meeting in collegial groups, co-curricular, or other activities. 8-3
- A teacher is expected to be available to: 8-4
- a. educate all students under her/his supervision in compliance with local and State requirements and procedures;
  - b. attend department and other professional staff meetings;
  - c. promote the New Hampshire Department of Education's "Follow the Child" initiative by assisting students with their school-related academic, social, physical, and personal needs;
  - d. make necessary arrangements for, and hold, parent conferences;
  - e. make his or her best effort to participate in co-curricular activities.
- The Board agrees that each teacher shall, except in an emergency, have a 30-minute duty-free lunch period. 8-5
- The Board recognizes the desirability of planning periods. Every effort, using available resources, will be made to provide full time teachers with one (1) planning period per day. 8-6
- A part-time teacher will share classroom as well as duty assignments, planning time and responsibilities in equal proportion to hours worked. 8-7

## ARTICLE 9

### TEACHER WORK YEAR

The teacher work year shall be no more than one hundred and eighty seven (187) days. One (1) 9-1  
teacher workday each year, prior to the start of school, will be set aside for the teacher to  
prepare his/her classroom(s) for the first day of school. All other days are scheduled at the  
discretion of the Superintendent of Schools and/or his/her designee.

In the development of or making substantive changes in the school calendar, the Board shall 9-2  
cause the Superintendent of Schools to consult with the Association prior to final determination  
of the calendar by the Board. The Association shall elect a teacher to serve as its representative  
on the SAU 50 Calendar Committee. This teacher shall have equal voting privileges.

A teacher engaged during the school day in negotiating on behalf of the Association with any 9-3  
representative of the Board, or participating in any professional grievance hearing including  
arbitration, shall be released from regular duties without loss of compensation. The number of  
teachers released shall not exceed the number of Board negotiators (i.e. if Board has 3, teachers  
have 3; if the Board has 4, teachers have 4, et cetera.)

## ARTICLE 10

### SICK LEAVE

- On the first day of school each year, each full-time teacher shall be granted fifteen (15) days leave for personal illness or illness in the immediate family. Total accumulation allowed will be one hundred eighty (180) days. For a teacher hired after July 1, 2002, total accumulation allowed will be one hundred fifty (150) days. It is the teacher's responsibility to keep up-to-date lesson plans for a substitute teacher. Sick leave will not be used for routine appointments that can be scheduled outside of school time. 10-1
- Utilization of sick leave for illness in the immediate family shall be limited to the yearly allowance of fifteen (15) days and shall not include utilization of accumulated sick days. Enlargement of the foregoing provision may be made in extenuating circumstances upon the recommendation of the Superintendent of Schools and approval of the Board. 10-2
- A sick slip (written statement of a physician attesting to the person's illness) may, after five (5) school days of continuous absence, be required by the Superintendent of Schools to verify entitlement for sick leave benefits. 10-3
- Any teacher who has used up his/her sick leave shall be placed on a leave of absence, without pay. This period may be extended by the Board upon recommendation by the Superintendent of Schools. In no event is this provision to be construed to extend beyond the contract year in which such illness occurs. 10-3.1
- All requests for sick leave due to injury will be accompanied by a medical report of that injury. Sick leave compensation will not be paid if an injury results from a position of employment other than in the District. 10-4
- A sick leave bank has been established effective September 1, 1981, in the School District. Each teacher in the District shall donate two (2) days of sick leave per year until the bank reaches its maximum. The bank shall be allowed to accumulate up to a maximum of one hundred and twenty (120) days. Any teacher within the District may borrow up to a maximum total of thirty (30) days a year from the sick bank on the following basis: [1] his/her accumulated sick leave has been exhausted, and [2] s/he has been involved in a major operation or a serious and prolonged illness, and [3] the day(s) borrowed shall be paid back by the borrowing teacher at a rate of not less than three (3) days per year. Applications for use of the sick leave bank shall be made to an Association designated committee. The committee, comprised of teachers, shall take into consideration the input of the Administration, decide the disposition of applications, and notify the Building Administrator of their decision. Approved applications for sick leave will be administered by the committee. The sick leave bank shall be evaluated by the committee, which will determine needs for subsequent years. 10-5
- By November 1<sup>st</sup> of each school year, each teacher shall receive from the Superintendent's office a report of sick leave stating the number of sick days accumulated as of June 30<sup>th</sup> of the previous school year. 10-6

## ARTICLE 11

### TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to three (3) days leave with pay per year for the purpose of attending to important and necessary personal matters, which matters could not reasonably be accomplished other than during the time schools are in session. Such leave shall not be used solely to extend vacations and, except in cases of emergency, twenty-four (24) hours advance notice to the building administrator is required for one to be entitled to such leave. 11-1

Professional leave may be granted, with pay, for the purpose of attending conferences, workshops, observing classes in other schools, or other activities which will contribute directly to the teacher's professional growth, provided that such professional leave has the prior approval of the building administrator. 11-2

Two (2) days of funeral leave, with pay, per year shall be granted due to circumstances of death of a relative or close friend. Additional days may be granted by the superintendent. These additional days are not subject to the grievance procedure. 11-3

If a teacher is requested by the superintendent or the principal to attend a function on behalf of the Board or school, such time shall not be charged to the teacher's personal or professional time. 11-4

## ARTICLE 12

### EXTENDED LEAVES OF ABSENCE

- A teacher shall be granted a leave of absence for the purpose of child rearing after the birth of, or adoption of, a child. Such leave shall commence following the teacher's disability in the event of a birth, or in the event of adoption, upon accepting the child after legal placement. Termination of such leave will coincide with the end of the school year. An additional school year shall be granted upon written request from the teacher. This request must be submitted to the superintendent not later than March 30 of the preceding year. In no case will a teacher be granted an extended leave that permits absence for more than two (2) school years. Re-employment after the leave will begin at the start of the school year following the expiration of the leave. 12-1
- All benefits to which a teacher was entitled at the time of her/his leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon her/his return, and s/he shall be assigned within the scope of her/his certification. 12-2
- Teachers on leave under the provisions of this article may continue to be covered under the provisions of article 15, INSURANCE. Such coverage is contingent upon said teacher's payment of premiums. Payment is to be made payable to the Rye School District and remitted to the SAU 50 office. 12-3
- At the discretion of the board, a teacher may be granted a leave of absence for a period of up to two years. Extensions to such leave shall be left to the discretion of the Board. 12-4

## ARTICLE 13

### SABBATICAL LEAVE

- Sabbatical leave: A teacher may be granted "sabbatical leave" under the following conditions: 13-1
- Must have completed seven (7) years of service in the school district, the last four (4) years must have been consecutive. 13-1.1
- Requests for sabbatical leave must be received by the superintendent in writing, on such forms as designated by the Board, no later than January 1, and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested. 13-1.2
- The degree requirements must be completed during the period of sabbatical leave, if the program is for work toward either a Masters degree or a certificate of advanced graduate specialization. The above policy shall be waived for those persons engaged in a program leading to a doctoral degree. 13-1.3
- Requests for sabbatical leave, on a basis other than the criteria established herein, shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the school district. Upon the recommendation of the superintendent and the approval of the Board, such leave shall be granted. 13-1.4
- Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level, which s/he would have achieved had s/he remained actively employed in the system during the period of her/his absence. The period of sabbatical leave shall be considered continuous service for the purpose of consecutive years of employment accumulated toward retirement compensation. 13-1.5
- Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of services is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equal to the time not served. Remission of the total amount expended by the Board shall be made at the rate of one-half (1/2) per year for service except in the case of death or total disability of the employee. 13-1.6
- A report or summary of the sabbatical leave shall be submitted to the superintendent of schools and the Board upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and the Administration, shall be furnished by the individual during the leave period. 13-1.7
- A teacher on sabbatical leave shall be paid one-half (1/2) her/his annual salary for a full year sabbatical or full salary for one-half (1/2) year sabbatical; however, in no event shall the 13-1.8

teacher's earnings during the period of such sabbatical exceed her/his earnings for the previous year as adjusted by increment and raise.

Teachers on leave under the provisions of this article may continue to be covered under the provisions of Article 15 INSURANCE. Such coverage is contingent upon said teacher's payment of premiums. Payment is to be made payable to the Rye School District and remitted to the SAU #50 office.

13-1.9

## ARTICLE 14

### RETIREMENT

- For any teacher who has worked a minimum of ten (10) continuous years in the District prior to retirement, and who retires from the District under the New Hampshire Retirement regulations, the District will pay a stipend sum equal to the teacher's years of continuous service in the District multiplied by \$1,000 with a maximum retirement stipend of \$18,000. Part-time employees shall receive pro-rated benefits equivalent to the percentage of time worked. 14-1
- The retirement stipend will be paid on or before June 30<sup>th</sup> of the calendar year in which the teacher retires providing a written notification of pending retirement was received by the Superintendent of Schools on such forms as designated by the Board no later than December 1<sup>st</sup> of the fiscal year preceding the last year of employment. 14-2
- If a teacher should fail to make written notification by December 1<sup>st</sup>, the Board will stipulate whether the benefit will be paid in the budgetary year the retirement occurs or as soon as funds become available in the next fiscal year. 14-3
- The Board may, periodically, offer a retirement incentive package. 14-4

## ARTICLE 15

### PROFESSIONAL LEARNING ACTIVITIES

- Each teacher who is employed on a 50% contract or greater will be reimbursed up to a maximum of the equivalent of one (1) University of New Hampshire four-credit graduate level course per year at the in-state rate for professional development activities. These funds may be used for courses and/or conferences. The maximum cost to the District shall not exceed \$40,000 (Forty thousand dollars) in each contract year. Up to twenty percent (20%) of the fund each year shall be used for professional development mandated by the Building Administrators to meet school and district goals. 15-1
- In advance of enrollment, course(s) must have been approved by the Superintendent of Schools or his/her designee and must support school district goals. A teacher earning credit and completing courses after June 1<sup>st</sup>, and/or during the summer, shall be reimbursed in September only if he/she continues in the employment of the District. A teacher must provide evidence of at least a "B" grade to the Superintendent of Schools by September 15<sup>th</sup>. After September 15<sup>th</sup>, payment will be made within forty-five (45) days of submission of evidence of at least a "B" grade in the courses taken to the Superintendent of Schools. Reimbursement of courses will be charged against the teacher's allocation in the year in which it is paid. 15-2
- In order to help avoid delays in obtaining reimbursement after course work has been completed, and in lieu of the official grade report, which may not be received in a timely fashion after course completion, the Board agrees to accept a form (see Appendix E) signed by the instructor indicating successful completion of the course. The teacher agrees to provide the Superintendent of School's Office an official grade report when it is received. 15-3
- The Board agrees to provide advance funding to a teacher for courses, workshops and/or conferences related to teaching duties that have the approval of the superintendent of schools or his/her designee to a maximum of the equivalent cost of one (1) University of New Hampshire four (4) credit graduate level course at the in-state rate. 15-4
- In order to receive advance funding, a teacher agrees to provide appropriate evidence of tuition costs or workshop/conference fees. Any teacher receiving advance funding will sign a statement of agreement to reimburse the District should the teacher fail to meet the required "B" grade in courses attended. Such monies to be reimbursed may be withheld from salary should this criteria not be met. 15-4.1
- Teachers must provide a copy of transcript, or grade report, or in the case of conferences and workshop(s), proof of attendance. 15-4.2
- If a course is offered only on a pass/fail basis, the "B" grade requirement in 15-2 and 15-4.1 is not applicable. Employees must receive a grade of "pass" for reimbursement. 15-4.3

## ARTICLE 16

### INSURANCES

The District shall provide the choice of an indemnity, point of service, or health maintenance organization plan. The District shall competitively bid the contract to Blue Cross/Blue Shield, Cigna, Harvard Pilgrim, and SchoolCare. Specifications will be based on: 16-1

- a. the District's current Blue Cross/Blue Shield JY plan.
- b. the District's Blue Cross/Blue Shield Point of Service plan.
- c. the District's Matthew Thornton Health Maintenance Organization plan.

The successful bidder will be chosen by the Board with input from the Association based on a significantly lower cost plan that is most comparable to the benefits provided by the current Blue Cross/Blue Shield JY, Blue Cross/Blue Shield Point of Service, and Matthew Thornton HMO plans with the understanding that every effort will be made to ensure that any new health insurance plan will have the same co-pays, deductibles, and network of providers as the current plans. A committee will be established that includes the Superintendent, two (2) teachers, one (1) school board member, and the Business Administrator to review bids, give input, and give annual feedback.

The District will pay the following percentage of the premium for any individual: 16-1.1

	<u>Single</u>	<u>2-Person</u>	<u>Family</u>
<u>Indemnity</u>	95	75	75
<u>POS</u>	95	75	75
<u>HMO</u>	95	75	75

A new teacher hired after January 1, 1996, may choose only a point of service plan or an HMO for health insurance. 16-1.2

If a teacher, benefit prorated to percentage worked, who had the indemnity plan should decide to select the POS or HMO Plan, the District will annually either deposit 40% of the difference of the District's cost of the plan selected and the comparable indemnity plan into a reimbursable account of the teacher's choice or give the teacher the difference in cash. Amount to be paid equally in December and June. 16-1.3

Any teacher, benefit prorated to percentage worked, electing not to have health insurance, will have a yearly sum of thirty percent (30%) of the lowest District contribution (HMO single plan) benefit, reduced if the teacher works less than the contract year, placed into a reimbursable account of the teachers choice or be given the equivalent in cash. The amount will be paid equally in December and June. 16-1.4

Any teacher who decides to move from an indemnity plan to a POS or HMO plan may not return to an indemnity plan. 16-1.5

- The Board agrees to investigate sources and form a committee to include Association representation, to work on a mutually acceptable plan to cover that portion of a retiring teacher's health insurance premium not covered by the New Hampshire Retirement System Health Insurance subsidy. 16-1.6
- The District shall provide the choice of two (2) dental plans (Low Option and High Option) to include two-person or family coverage to a maximum liability of 95% of the actual cost of the premium for the single person Low Option to the District, benefit prorated to percentage worked. 16-2
- Any teacher, benefit prorated to percentage worked, electing not to have dental insurance will have an annual sum of \$50, benefit reduced if teacher works less than contract year, placed into a reimbursable account of the teacher's choice or be given the equivalent in cash. 16-2.1
- The District shall provide life insurance (\$100,000) for each teacher. Spousal and/or child coverage may be available at teacher's expense. 16-3
- Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault in the course of his/her employment in the District, and his/her claim is deemed payable under worker's compensation, he/she shall be paid his/her full salary, less the amount of any worker's compensation award made for temporary disability due to such injury for a period not to exceed the school year in which the disability occurred. No part of such absence shall be charged to his/her annual or accumulated leave. Cases extending beyond this period shall be reviewed by the Board. 16-4
- The District shall provide Long Term Disability (LTD) insurance coverage to a maximum liability of \$100 on the part of the District. 16-5
- The District will provide for premium conversion as defined under the Internal Revenue Service Code Section 125. The District will be responsible for the associated costs of creating and administering employee reimbursable accounts. The reimbursable accounts available to the employee may include a Health Care Reimbursable Account and/or a Dependent Care Account in accordance with the guidelines and procedures set forth by the Internal Revenue Service. 16-6
- The Board need not provide coverage as stipulated in Article 16-1.0 and 16-2.0, if the teacher is covered under the same or similar health and/or dental plan. If a teacher is found to have dual coverage, the teacher must reimburse the Board an amount equal to the premiums paid by the Board during this time. 16-7
- It is understood and agreed that after June 15, 2002; any existing Rye teacher who is not currently on Plan JY, or has not completed an application to reenroll on Plan JY effective July 1, 2002; will not have the opportunity to enroll in an indemnity health insurance plan at any future date. 16-8

**ARTICLE 17**

SALARIES

A teacher shall be placed on the salary schedule at the step appropriate for degree status and creditable years of experience. 17-1

A teacher serving more than one-half (½) of a school year (91 days) shall advance one step on the salary schedule for the forthcoming school year. 17-2

The following formula will be used to determine teacher salary: 17-2.1

- a) For a teacher with 13 or less years of experience, the teacher will move one (1) step if they meet the requirements of 17-2.
- b) A teacher with greater than 13 years of experience will have her/his base salary multiplied by:

- 2007-08: 4.0%
- 2008-09: 2% equity and a minimum COLA of 0% to a maximum COLA of 2.6%
- 2009-10: 2% equity and a minimum COLA of 0% to a maximum COLA of 2.6%

The determination of the cost of living adjustment will be based on the Department of Labor's Boston-Brockton-Nashua, MA-NH-ME-CT Consumer Price Index for All Urban Consumers (CPI-U) for the period of July to July of the preceding year.

After the adjusted base salary is determined, the stipend for the advanced degree is added. The advanced degree stipends for the following years are:

	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>
2007-08:	1,500	3,000	6,000	7,500	9,000	10,500
2008-09:	1,600	3,200	6,400	8,000	9,600	11,200
2009-10:	1,700	3,400	6,800	8,500	10,200	11,900

Longevity is then added to the adjusted base salary and advanced degree stipend. Longevity is at the rate of \$125 per year after ten (10) years of working in Rye, as a member of the Bargaining Unit, commencing on the eleventh (11<sup>th</sup>) year.

A newly employed Teacher shall be placed on the salary schedule by the Superintendent of Schools (or designee) at a step commensurate with training and experience. 17-2.2

A new Teacher shall not receive a higher salary than any presently employed Teacher with equivalent training and experience. 17-2.3

A new Teacher may be granted up to three (3) years credit for non-teaching work experience by the Superintendent of Schools (or designee). The additional years' credit is not subject to the grievance procedure. 17-2.4

Teachers classified as part-time must have had worked in excess of 50% of the school days that s/he was contracted for to receive the negotiated increase. 17-3

A part-time teacher shall be paid relative to the existing salary schedule and shall make equivalent progression along the salary schedule, as do the full-time teachers. A part-time teacher shall receive compensation proportionate to the percentage of time worked. 17-4

For advancement to a higher teaching stipend (i.e. track), a teacher must notify the Superintendent of Schools in writing, by the close of business on December 1<sup>st</sup> of the year prior to when the teacher would be completing stipend requirements and consequent salary advancement was anticipated. If a teacher fails to meet the December 1<sup>st</sup> deadline, s/he may be reimbursed by the end of June of the subsequent school year contingent upon there being a sufficient budget surplus at the end of that school year. Such reimbursement will have priority over any other expenditure of a budget surplus based on originally budgeted line items. 17-5

Any college or graduate level credits earned since July 1, 2005 through school-sponsored or building administrator-approved professional development that have not been credited toward any degree may be used for advancement to the B+15, B+30, M+15, M+30 or M+45 level. The Superintendent of Schools may approve any other college credits that were not SAU-sponsored or building administrator-approved professional development if, in his opinion, they are relevant to the teacher's assignment. 17-6

A teacher shall be paid biweekly and may elect to be paid under one (1) of three (3) options. The payment option must be declared before February 15<sup>th</sup>. Changes may be made after that date only with the approval of the Superintendent of Schools for a serious, extenuating circumstances (i.e. a spouse loses a job). 17-7

The available salary payment options are as follows:

- a) Annual salary divided by twenty-six (26) and paid over twelve (12) months.
- b) Annual salary divided by twenty-six (26) and paid over the school year with checks representing the balance payable on the last date in June.
- c) Annual salary to be divided into twenty (20) or twenty-one (21) installments in order that the final installment can be made prior to June 30<sup>th</sup>.

Should a teacher's contract be terminated prior to the expiration date, the teacher must repay to the District any excess moneys, if there are any, received for teaching services not yet rendered on a per diem basis. 17-8

The Superintendent of Schools, or designee, will issue a pay calendar prior to the beginning of the school year detailing dates applicable to the above three (3) plans. 17-9

## ARTICLE 18

### REDUCTION IN FORCE

When it is determined it is necessary to reduce the number of professional teaching staff, the following procedure will be used:

18-1

1. As soon as a reduction in force becomes necessary, the President of the Association shall be notified in writing, specifying the nature of the proposed reduction.
2. Reductions will first be accomplished by attrition (resignations, retirements, refusal to contract).
3. If more reductions in force are necessary, then part-time staff shall be laid off.
4. For purposes of this article, classifications will be defined as follows:
  - a. Kindergarten through 5<sup>th</sup> grade; 6<sup>th</sup> grade through 8<sup>th</sup> grade,
  - b. Grades 6-8 classifications will be defined by major teaching subject areas including, English/Reading, Mathematics, Science, and Social Studies.
  - c. Specialized teaching areas including Foreign Language, Home Economics/Life Skills/Health Ed., Industrial Arts/Tech. Ed., Art, Computer, Guidance, Nurses, Library, Music (General, Choral, or Instrumental), Physical Education, and Special Education shall be classified grades K-5 and 6-8.
5. Within these classifications, probationary teachers shall be laid off first. If further reductions are necessary, then teachers on continuing contract may be laid off unless it is determined by the Administration that the individual is the most qualified person for another teaching position outside his/her classification. A continuing contract teacher is one who qualified for notice, reasons, and a School Board hearing under the provisions of RSA 189:14-a. Among continuing contract teachers, the following criteria will be used:
  - a. New Hampshire Certification.
  - b. Academic and professional preparation beyond minimum requirements.
  - c. Teaching performance as determined by previous evaluations.
6. If these factors are substantially equal, then seniority shall determine the order of layoff, with the least senior teacher being laid off first. Seniority is defined as the total years of uninterrupted service to the Rye School District within a bargaining unit position. Approved leaves or transfers to a non-bargaining unit position shall not result in loss of previously accrued seniority. However, resignation shall terminate all previously accrued seniority.

A teacher terminated because of a reduction in staff shall have a letter placed in his/her personnel file stating that s/he was not offered a new contract because of a reduction in staff. Such information shall also be contained in any requests for recommendation.

18-2

Teachers affected by reduction in force shall be offered reinstatement in inverse order of the reduction, if certified to fill the vacancy. Such reinstatement shall not result in a loss of credit for previous years of service. Any teacher so affected shall retain his/her recall rights for twelve (12) months following the effective date of the layoff.

18-3

## ARTICLE 19

### MISCELLANEOUS PROVISIONS

If any provision of this Agreement, or any application of this Agreement, to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but, all other provisions or applications of this Agreement is binding upon the Board and Association including members, and shall be given full force and effect. 19-1

The Board agrees not to negotiate with any teachers' group or organization other than the designated Association in regard to any matter subject to negotiation under Article 2, paragraph 2-1, of this Agreement as long as the Association shall represent a majority of the professional employees of said Rye School District. This provision, however, shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in her/his own behalf on matters relating to employment by the Board. 19-2

This Agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties. 19-3

The Board agrees to provide copies of this Agreement to all teachers employed. 19-4

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, or certified mail, at the following addresses: 19-5

If from the Association to the Rye School Board:

C/O School Administrative Unit Number 50

48 Post Road

Greenland, New Hampshire 03840;

If from the Rye School Board to the Association:

at the appropriate address as filed with the Board.

The Board agrees to furnish a designated representative in each school building in the district with at least one copy of the Board policies.

No terms or conditions of employment contained within this Agreement may be changed or modified by the individual contract. (See Appendix D.) 19-6

ARTICLE 20

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2007, and shall continue in effect until June 30, 2010, subject to either party's right to negotiate a successor agreement as set forth in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon, in writing, by the parties to the Agreement, and, unless such extensions are agreed upon, this contract shall expire on the date indicated herein. Where there is conflict between this Agreement and state law, state law will take effect. 20-1

The Board and the Association agree to begin negotiations on the Agreement no later than September 1, 2009. 20-2

In witness whereof the parties hereto have caused this Agreement to be signed by their respective president and/or chairperson, attested by their respective secretary and/or clerk. 20-3

RYE TEACHERS

Kathleen A. Serch  
Thomas Southworth  
[Signature]

RYE SCHOOL BOARD

Betty Anderson      [Signature]  
Peggy Balboni      [Signature]  
[Signature]

[Signature]  
Witness

November 15, 2006  
Date

## Appendix A

### SALARY SCHEDULE FOR THE FISCAL YEAR 2007-08

<u>STEP</u>	<u>INDEX</u>	<u>B</u>	<u>B+15</u> 1,500	<u>B+30</u> 3,000	<u>M</u> 6,000	<u>M+15</u> 7,500	<u>M+30</u> 9,000	<u>M+45/CAGS</u> 10,500
1	1.000	35,275	36,775	38,275	41,275	42,775	44,275	45,775
2	1.030	36,333	37,833	39,333	42,333	43,833	45,333	46,833
3	1.060	37,391	38,891	40,391	43,391	44,891	46,391	47,891
4	1.090	38,449	39,949	41,449	44,449	45,949	47,449	48,949
5	1.130	39,860	41,360	42,860	45,860	47,360	48,860	50,360
6	1.170	41,271	42,771	44,271	47,271	48,771	50,271	51,771
7	1.220	43,035	44,535	46,035	49,035	50,535	52,035	53,535
8	1.260	44,446	45,946	47,446	50,446	51,946	53,446	54,946
9	1.310	46,210	47,710	49,210	52,210	53,710	55,210	56,710
10	1.360	47,974	49,474	50,974	53,974	55,474	56,974	58,474
11	1.400	49,385	50,885	52,385	55,385	56,885	58,385	59,885
12	1.450	51,148	52,648	54,148	57,148	58,648	60,148	61,648
13	1.500	52,912	54,412	55,912	58,912	60,412	61,912	63,412
14	1.550	54,676	56,176	57,676	60,676	62,176	63,676	65,176

Longevity:

After ten (10) years of working in Rye, as a member of the Bargaining Unit, a teacher will receive \$125 per year commencing on the eleventh (11) year (\$250 for the twelfth year in Rye, etc.)

Teachers who taught in Rye the prior year and have more than thirteen (13) years of experience, please see section 17-2.1

## Appendix B

### SALARY SCHEDULE FOR THE FISCAL YEAR 2008-09

The salary schedule for 2008-09 will be determined as follows:

- a) The schedule used in 2008-09 will be increased by a 2.0% equity, and a minimum COLA of 0% to a maximum COLA of 2.6%.
- b) Maximum percentage change to the Bachelors “level 1” years of experience (YOE) will not be lower than 2.0% or greater than 4.6%.
- c) The determination of the cost of living adjustment (COLA) will be based on the Department of Labor’s Boston-Brockton-Nashua, MA-NH-ME-CT Consumer Price Index for All Urban Consumers (CPI—U) for the period of July, 2006 to July 2007.
- d) The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>
1,600	3,200	6,400	8,000	9,600	11,200

- e) Longevity: after (10) years of working in Rye, as a member of the Bargaining Unit, a teacher will receive \$125 per year commencing on the eleventh (11) year (\$250 for the twelfth year in Rye, etc.).
- f) Teacher(s) who taught in Rye the prior year and have more than thirteen (13) years of experience, please see section 17-2.1 for determination of salary.

## Appendix C

### SALARY SCHEDULE FOR THE FISCAL YEAR 2009-10

The salary schedule for 2009-10 will be determined as follows:

- a) The schedule used in 2009-10 will be increased by a 2.0% equity, and a minimum COLA of 0% to a maximum COLA of 2.6%.
- b) Maximum percentage change to the Bachelors “level 1” years of experience (YOE) will not be lower than 2.0% or greater than 4.6%.
- c) The determination of the cost of living adjustment (COLA) will be based on the Department of Labor’s Boston-Brockton-Nashua, MA-NH-ME-CT Consumer Price Index for All Urban Consumers (CPI—U) for the period of July, 2007 to July 2008.
- d) The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>
1,700	3,400	6,800	8,500	10,200	11,900

- e) Longevity: after (10) years of working in Rye, as a member of the Bargaining Unit, a teacher will receive \$125 per year commencing on the eleventh (11) year (\$250 for the twelfth year in Rye, etc.).
- f) Teacher(s) who taught in Rye the prior year and have more than thirteen (13) years of experience, please see section 17-2.1 for determination of salary.

**RYE SCHOOL DISTRICT  
EMPLOYMENT CONTRACT**

1. **Preamble.** This Employment Contract, hereinafter called the “Contract,” is entered into this XX<sup>th</sup> day of June, 200X; between the Rye School Board, hereinafter called the “Board”, and **Jane Doe**, hereinafter called the “Teacher”.

2. **Employment and Term.** The Board agrees to and does employ the Teacher for no more than 187\* days for the period July 1, 200X through June 30, 200X inclusive; at the salary of **\$XX,XXX.XX** to be paid in accordance with **Pay Plan XX (X)**, commencing on \_\_\_\_\_, 200X, with the last installment to be paid on June 30, 200X.

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

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

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

6. **Terms and Conditions.** All of the terms and conditions of the Collective Bargaining Agreement (CBA) dated July 1, 2007 through June 30, 2010, and any amendments thereto, are incorporated herein by reference and made a part of this Contract.

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

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

IN WITNESS WHEREOF the parties have executed this Contract on this Seventeenth day of June 200X.

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

BY:

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Teacher

PERCENT WORKED: XX%

YOE:	<u>XX</u>	
BASE SALARY:		<u>\$X.XX</u>
DEGREE STIPEND:	<u>X</u>	<u>X.XX</u>
LONGEVITY: YRS.	<u>XX</u>	<u>X.XX</u>
TOTAL CONTRACT:		<u>\$X.XX</u>

**RYE SCHOOL DISTRICT  
COURSE COMPLETION FORM**

This certifies that \_\_\_\_\_ has successfully completed the course  
(staff member's name)  
\_\_\_\_\_, number \_\_\_\_\_, and will be awarded a passing grade.

\_\_\_\_\_  
Instructor

\_\_\_\_\_  
Institution

\_\_\_\_\_  
Date

NOTE: In order to receive staff development credit, an official grade report must be submitted.

**BENEFIT SUMMARY FOR NEW TEACHERS\***

Please read the contract for a more detailed description of each area.

**Health Insurance**

The District will pay the following percent of the premiums:

<u>Point of Service</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
<u>HMO</u>	95	75	75
	95	75	75

Note: If you elect not to enroll in a plan, you will receive 30% of the lowest District contribution (HMO single plan) either in cash or deposited into a reimbursable account.

**Dental Insurance**

Choice of plans (low option and high option) with three levels: single, two person, or family coverage. District contributes 95% of low option single plan.

**Sick Leave**

Fifteen (15) days per year for personal illness or immediate family. Personal illness days can accumulate up to 150 days

**Personal Leave**

Three (3) days per year (do not accumulate)

**Funeral Leave**

Two (2) days (may be increased by Superintendent of Schools)

**Professional Development Days**

Granted by Building Administrator (no specific number)

**Life Insurance**

District pays \$100,000 benefit

**Long Term Disability**

District pays \$100 towards premium

\* Part time teachers shall be entitled to benefits in the same ratio as the time the teacher works compared to a full time teacher as defined in Article 8.