

ARTICLE I
RECOGNITION

The Tamworth School Board recognizes the Tamworth Education Association for the purposes of collective bargaining as the exclusive representative of a unit consisting of all full-time classroom teachers, special education teachers, music teachers, and part-time contracted teaching personnel.

ARTICLE II
NEGOTIATIONS PROCEDURE

The Association and the Board agree to enter into collective negotiations in accordance with New Hampshire RSA 273-A.

The parties shall meet at reasonable times and-places to negotiate in a good-faith effort to reach agreement on matters raised by either party which are negotiable under RSA 273-A.

Each party agrees to make a good-faith effort to provide such non-confidential information in its possession as is reasonably requested and necessary for the intelligent development of proposals. The Board is required to release to the general public only such information as is required by law and only in a form that is convenient for the Board.

Any agreement reached shall be reduced to writing and be signed by the Board and the Association.

If agreement is not reached, either party may call impasse resolution, utilizing the procedure set forth hereunder.

- A. If an impasse is declared, a mediator, mutually agreeable to both parties, may be selected from a list provided by the American Arbitration Association or provided by each party. If after ten (10) days from the receipt of the list the parties have been unable to reach agreement on the selection of a mediator, a mediator shall be appointed by the American Arbitration Association. If agreeable to both parties, this step may be bypassed.
- B. If either party so chooses or if mediation does not result in agreement, a neutral party chosen by the parties may be selected from a list provided by the American Arbitration Association for the purpose of fact finding; and if after ten (10) days from the receipt of this list the parties have been unable to reach agreement on the selection, a neutral party shall be appointed by the American Arbitration Association.
- C. The neutral party shall divide the issues into cost and non-cost items. On non-cost items, the neutral party shall make no findings. On cost items, the neutral party shall be limited to the issues still in dispute. When more than one cost item is submitted, the neutral party shall compute the total cost of each party's last offer

and then provide the recommendations best supported by comparability, equity, cost of living, the community's ability to pay, and such other meaningful criteria. All findings of facts and recommendations may be made public ten (10) days after receipt of these by the parties.

- D. If either negotiating team rejects the neutral party's recommendations on cost items, those recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.
- E. If either the full membership of the employee organization or the Board of the public employer rejects the neutral party's recommendations, those findings and recommendations shall be submitted to the legislative body of the town, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.

The costs for the services of the mediator and/or neutral party, including per them expenses, if any, and actual and necessary travel expenses, shall be shared equally by both parties.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist it in negotiations.

Time extensions for any of the procedures for impasse resolution occur with mutual agreement by both parties.

ARTICLE III **DEFINITION**

The term "direct economic benefits" shall mean benefits provided' the employee such as group health insurance, authorized leaves of absence, and the number of working days provided in a contract.

ARTICLE IV **RECORDS**

Such records as the Board deems necessary for the proper administration of the school system shall be kept on each employee.

All records will be kept in one file at the School Administrative Unit No. 13 office, with the exception of duplicate copies of teacher evaluations kept in the Principal's office.

Upon written request, each teacher shall have the right to review, at a time mutually convenient, the contents of his/her file in the School Administrative Unit No. 13 central office, excepting, however, any confidential letters of reference. There will be no additional files or records kept about teacher performance except that the Principal may keep a log of conversations with the teacher relative to the teacher's performance. At the teacher's request, a witness of his/her choice may accompany the teacher in such review. The review shall be made in the presence of the

administrator responsible for the safekeeping of such files. The teacher may use the copy machine in the business office, and pay base machine cost per copy, of such contents and records as concerns his/her work or himself/herself.

A teacher shall have the right to respond in writing within seven working days after notification of any complaints filed in his/her personnel file, and the answers shall be attached to the complaint and reviewed by the Superintendent of Schools or his/her designated representative.

ARTICLE V
PAY DEDUCTIONS

Payroll deductions, in addition to those required by law, are possible under the following conditions:

- A. Upon proper written authorization from the employee, the District agrees to deduct from the wages of the employee a sum certified as Association dues, which sum is to be deducted in equal amounts over ten (10) pay periods beginning with the first pay period in October.
- B. The purchase of tax sheltered annuities is possible for all full- time teachers. Each participant authorizes the School District to withhold the premiums for the annuity from his/her salary.
- C. Teachers electing payroll deductions for a School Board approved credit union shall notify the business office on the form provided for the necessary payroll authorization. The business office will transmit credit union deductions monthly to the authorized credit union.

ARTICLE VI
HEALTH BENEFITS

- A. Health insurance - The health insurance is to be provided by a flexible benefit plan utilizing the Internal Revenue code's section 125.
 - 1. Medical Insurance – The Board will provide a single, two- person, or family Health Maintenance Organization (HMO) health insurance to teachers regularly working .80 FTE or more weekly. The Board will contribute 90 percent of the cost of the premium during the life of this contract (2008-2011 school years). An employee who selects the Point of Service (POS) or the Indemnity Plans for health coverage will pay the difference between the HMO plan and a similar POS or Indemnity Plan. Enrollment in the plan is available on the plan's anniversary date, July 1 each year or within 30 days of an employee's qualifying change of status. An eligible employee, either a new employee or one who chose to have

the insurance during the previous school year, who declines medical insurance will receive a stipend of \$2,500.00. The eligible employee will continue to receive this stipend for every subsequent year they elect to decline the medical insurance.

2. Dental Insurance – The Board will provide dental insurance at the single membership plan rate. Additional coverage of two-person or family membership may be purchased by the employee. The coverage will be Delta Dental or equivalent/comparable, subject to the approval of both parties. Teachers shall have the option of paying the difference between a single coverage and two-person or family coverage through payroll deduction or reimbursed from the Health Care Reimbursement Account. Any deductible the employee must meet may be reimbursed from the Health Care Reimbursement Account, but must be within the reimbursement limit.
 3. Health Care Reimbursement Account – The Board will provide a Health Care Reimbursement Account that may be used to reimburse any professional medical/dental/vision expense incurred by the employee and/or their family which will not be reimbursed by any other source. The School District will contribute the first \$750 of the account. The teacher may contribute up to \$1500 in addition on a before-tax basis. The reimbursable bill must be submitted to the SAU office within 30 days after receiving the explanation of paid benefits from the health care insurance carrier.
 4. Dependent Care Reimbursement Account – The Board will establish a Dependent Care Reimbursement Account for teachers who desire to take advantage of this tax reducing incentive. Single or married teachers filing a joint return may deposit up to a maximum of \$5000 in this account. The maximum contribution for married teachers filing separately is \$2500.
 5. Long Term Disability – The Board will provide Long Term Disability coverage to all teachers who work 30 hours or more per week. This coverage will commence on the 91st day of disability and continue until the employee returns to work or reaches the age of 65.
- B. Changes in Health Benefits - Any change in a health insurance carrier will be at the recommendation of a committee consisting of TEA and board representatives, and the Superintendent of Schools.

ARTICLE VII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers are covered by this agreement and are set forth in Appendix I, II, and III. The increase for the 2008-2009 year of this contract will be 4%. The increase for the 2009-2010 year of this contract will be 3%. The increase for the 2010-2011 year of this contract will be 4%. The stipend per year after reaching maximum will be \$1,000.00.
- B. The teacher work year shall be no more than 180 + 5 days. Two of these days shall be the days immediately prior to the opening of school in August/September unless those days are a Saturday, Sunday, or holiday. These days will be used for the teacher to prepare his/her classroom and to fulfill responsibilities pursuant to the opening of school (i.e. staff meetings) . Two of these days during the school year will be used for professional growth. One of these days shall be the day immediately following the last day of school for students. Workshop days are contracted work days. An appropriate alternative may be utilized in place of the workshop if agreed to by the principal.
- C. Teachers shall be paid biweekly in 26 or 22 payments. The first payment shall be no later than the second Friday upon starting the new school year. Teachers paid in 26 payments shall receive the balance of salary in a lump sum on the last payment in June.
- D. Teaching experience within the school district shall be evaluated at full credit. Teaching experience outside the school district shall be granted at full credit for teaching experience. When securing teachers where work experience is required for the position or Certification, initial-placement-on the salary schedule shall include teaching experience as required and whatever work experience beyond that which is needed for the position or certification.
- E. Once teachers are on schedule, they will proceed annually to the next step in the assigned track until maximum is reach or until they qualify for another track. When they qualify for another track, they proceed to the next track and also advance one step (assuming they are not at maximum when they move on the new track). If teachers expect to qualify for another track for the coming school year, they must notify the Superintendent by December 1 of the year preceding that in which this qualification will occur. After reaching the maximum step a teacher will receive an annual stipend of \$1,000 until they qualify for another tract.
- F. The School Board reserves the right, on recommendation of the Superintendent, to hold a teacher on the same step if his/her performance falls below the professional standards of the School District. The teacher shall be notified by the Superintendent concerning a recommendation to withhold advancement and the reason for the recommendation all prior to the recommendation to the School Board. The Board will make a decision which it will review upon the request of the teacher.
- G. Early Retirement - The equivalent of one step increase will be added to the next

two year's salary of any teacher notifying the Tamworth School Board by February 1, four years prior to becoming eligible for normal retirement that they will retire at the end of the second school year. Normal retirement means a minimum of twenty years of service and that the teacher is at least fifty years old.

- H. Perfect Attendance Incentive - Teachers will be awarded \$25.00 per marking period for perfect attendance. The only authorized absences will be: 1. funeral leave, 2. workshops and conferences.
- I. Teachers retiring from the Tamworth School District will be compensated for any unused Sick Leave Days to a maximum of sixty (60) days at the rate of \$30 per a day.
- J. Any employee retiring from the Tamworth School District who has taught in the district for ten (10) or more years will be eligible to purchase the health insurance plan available to active employees consistent with the terms of the collective bargaining agreement at the District's rate.

ARTICLE VIII **REDUCTION IN FORCE**

Whenever it is necessary for the District to lay off certified personnel, the layoff procedure will assure all such personnel rights of seniority in the area of certification for which they were employed within the District and right to reemployment should positions open for which the laid-off employees are qualified.

The District will make every reasonable effort to minimize the efforts of the reduction in force by such means as letting terminated positions close through attritions of personnel or having teachers who face layoff replace those who are on leaves of absence or sabbatical. The District shall lay off personnel in inverse order of their years of full-time service in the District and reinstate them in inverse order of their being laid off.

In the event that the teacher was employed in another district during this layoff period, all years of service in another district would accrue as years of experience. All benefits, to which the teacher was entitled prior to the reduction in force, providing they are currently in effect for all other teachers, will be returned. This includes unused sick leave. Rights to reinstatement shall be in effect for two years from the last day of employment with the District. The Board shall give written notice of recall from lay-off by sending a registered or certified letter to said employee at his/her last known address. Employees must respond to an offer within ten days after notification and be available to work within ten days from accepting offer of re-employment or be deemed to have waived such rights, unless an extension is granted, in writing, by the Board.

Members of the bargaining unit shall be informed prior to a reduction in force taking place and unit members will be asked if they intend to leave. A letter of resignation will be required to render the reduction in force unnecessary.

A letter will be placed in the file of any member who is reduced indicating that the non-renewal was due to a layoff.

ARTICLE IX
RESIGNATION

Any teacher wishing to resign shall give thirty (30) days written notice, but not later than 1 August to the Superintendent of Schools. The School Board will review requests after 1 August based on extenuating circumstances on a case-by-case basis.

ARTICLE X
TRAVEL EXPENSE

The Board agrees to pay expenses incurred for educational conferences or for trips involving school business. Mileage reimbursement shall be made at a rate the current IRS established reimbursement rate at the time expenses are submitted. The food and lodging reimbursement rate is \$100 per day. Applications for such expenses must be approved in advance by the Superintendent of Schools. No loss of pay will result from the granting of approved activities.

ARTICLE XI
COURSE REIMBURSEMENT

The District shall reimburse teachers who are in a degree program an amount not to exceed the current credit hour cost of the University of New Hampshire, and in no instance more than the actual cost involved, up to the maximum of eight (8) credit hours in any one school year for any approved course which is taken by a teacher in a degree program in this school system. Teachers in a non-degree program will be reimbursed the amount not to exceed the current credit hour cost of the University of New Hampshire, and in no instance more than the actual cost involved, up to the maximum of four (4) credit hours in any one school year. Approved courses shall be interpreted to mean that the Superintendent of Schools has determined that the course has a meaningful application to the position held by the teacher. If a surplus of funds is remaining at the end of December, applications for additional course work, to be completed by June 1st, beyond the allowed 4 or 8 credit hours will be accepted on a "first-come, first-serve" basis.

Teachers will be paid for approved courses:

- A. Summer and Fall courses costs will be paid upon the Superintendent's approval with the understanding that if evidence of a passing grades, that is B or better, is not received by the School Board within three (3) months of the completion date, then the course fees will be deducted from the teachers next pay period payment.

- B. Winter and Spring course work will be paid upon course completion with the understanding that if evidence of a passing grade, that is B or better, is not received by the School Board, then the course fees will not be reimbursed.

The board will grant a maximum of five (5) professional days to teachers to attend workshops, conferences and educational junkets. A maximum of \$750.00 per teacher will be

granted to cover registration fees. These funds are to be used at the teacher's discretion with the approval of the superintendent.

ARTICLE XII
TIME REQUIREMENTS

Each teacher recognizes that he/she has a professional responsibility to provide the best possible opportunity to each student, and that responsibility may carry beyond the normal school day, including availability:

- A. to students and parents on mutually agreeable times,
- B. for attendance at department and other staff meetings designed to provide meaningful professional growth or to clarify school business in general, and
- C. to participate in other school related activities at the request of the administration.

Teachers shall be free to act with professional discretion relative to their time of arrival at school and their time of departure; but in the use of this discretion, the teachers must comply with the time of the pupil's day as established by the local Board. The teacher's day shall normally not exceed one hour beyond the established pupil's day, which will include time before and after the normal pupil's day. Any change in the established pupil's day or year shall not be implemented until negotiated with the Association.

Teachers shall be provided an agenda for all staff meetings. Whenever possible, this agenda shall be provided at least twenty four (24) hours prior to any staff meeting. Minutes of all staff meetings shall be recorded and placed on file open to all staff.

The Tamworth Education Association will have advisory input into the creation of the school calendar.

ARTICLE XIII
PERSONAL LEAVES AND ABSENCES

- A. Child Bearing and Child Care Leave - Childcare leave up to-one school year shall be granted by the Board if requested by the employee. Such leave may be terminated by the Board prior to its expiration upon written request of the employee, and in the event of maternity, written approval of the physician. At the expiration of the leave granted by the Board, the employee must return to duty or lose all right, title, and interest in and to the teaching position. In the absence of return or resignation, the employee will be terminated. Upon returning to service, the employee shall be assigned to the same or similar position as previously held. Upon return from leave, placement on the salary schedule will be at least the same as when the employee took the leave. If the employee has worked at least 92 days, the employee may be advanced one year's salary credit. Any contribution toward health and/or dental insurance which the District pays, would be continued during the leave of absence.

- B. Personal Illness - Teachers will begin the contract with a credit of ten (10) days sick leave on their applicable salary rate for the time lost due to personal sickness or accident other than in connection with their employment. The Board agrees to permit the accumulation of sick leave up to a maximum of ninety (90) teaching days, which includes the allowable sick leave for the current year. Sick leave days may be used to attend to an ill family member residing in the household or dependent upon the employee. The Principal and/or Superintendent may request verification of the use of sick leave in any instance in which he/she has reason to believe that the use of sick leave has not been for a bonafide reason.

Absence due to injury incurred by a teacher in the course of employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his/her salary and benefits received under the Workmen's Compensation Act for the duration of the teacher's individual contract and refers to only the dollar difference payment and not to the terms of the Workmen's Compensation policy, which could extend beyond the terms of the individual teacher's contract.

C. Illness Leave Bank

1. The Board agrees to establish an Illness-Leave Bank to cover employees only in the event of a long-term illness. The Illness Leave Bank shall be administered by a committee composed of three (3) members of the Association appointed by the President of the Association. This committee shall hereinafter be called the Illness Leave Bank Administrative Committee.
2. Each employee wishing to be covered by the Illness Leave Bank shall agree to donate one (1) day of the ten (10) sick days that he/she is allowed to accrue in a one year period. Membership in the Illness Leave Bank plan is gained by donation of this day.

This day shall be deposited in the Illness Leave Bank on the first contracted work day. The donated day will be deducted from the employee's personal accrued illness leave.

3. Membership in the Illness Leave Bank plan may begin as soon as a bargaining unit member has sick leave days to contribute. Each succeeding school year shall be a new enrollment period. The Illness Leave Bank shall accrue days from year to year to a maximum of one hundred and forty (140) days.
4. A member in the Illness Leave Bank plan shall be eligible to request short term or extended benefits from the Illness Leave Bank after an incapacitating illness or disability provided he/she has exhausted all of his/her accrued personal illness leave. Request for Illness Leave Bank benefits must be made in writing to the Administrative Committee. Such requests will be considered for approval on a first come, first served basis. Approval of any and all requests is restricted to no more than the total number of days accrued by member donations to the illness Leave Bank.
5. In the event that the Illness Leave Bank is dissolved at any time, the

accumulated days will be distributed to the current depositors in a manner to be decided by the Administrative Committee.

- D. Personal/Business Leave - The Board will grant personal leave to teachers up to three (3) days in any one-year, such leave not to be cumulative from year to year. Personal leave under this article is intended to indicate the conducting of business or personal affairs which cannot be accomplished with reasonable planning at any other time. A form will be provided by the administration and filled out by the teacher taking said leave upon returning to work.
- E. Funeral and Illness Leave - In the event of a death of a spouse, common law spouse, or child, a teacher will be granted a leave of absence of five (5) school days. In the event of a death of a father, mother, brother, sister, grandparent, mother or father-in-law, sister or brother-in-law, a teacher will be granted a maximum of four (4) school days. In the event of a serious illness of an immediate family member listed above, a teacher may be granted a leave of absence to a maximum of four (4) school days if, in the opinion of the Supervising Principal, such a relationship exists. These days of absence will be with pay, but not accumulative.
- F. Legal - If it is necessary for a teacher of the School District to serve as a juror, the teacher shall be reimbursed the difference between his/her regular pay and jury pay. If the teacher must appear as a witness in a court of law, the teacher may be awarded time off at the Superintendent's sole discretion.

ARTICLE XIV
LEAVE OF ABSENCE

- A. Leave of absence without pay for a period of up to one (1) year may be granted at the discretion of the Board to teachers who have taught three (3) or more years in the Tamworth School District. Purposes of leave may include graduate study or teacher exchange programs.
 - 1. Leave of absence will normally be for one (1) year in length commencing in September. Leave request will be submitted in writing by April 1st for leaves commencing September 1st. Notification of intent to return in September of the following school year (after the leave) must be submitted in writing to the Superintendent at the time of application for leave. The applicant will also verify to the Superintendent his/her desire to return prior to February 15th.
 - 2. A teacher returning from a leave of absence shall be placed on the step of the salary schedule and in the track column he/she would have attained had he/she remained in the school system, but will not get a step for the leave. Teachers taking such leaves shall retain all accrued benefits which were their entitlement at the time of the leave, but not be entitled to any benefits, normally available to teachers, while on leave. Any contribution to health and dental insurance which the district pays, the teacher may opt to continue by

making personal payments at the group rate through the business office.

3. On return from a leave of absence, a teacher will be assigned to the same or similar position as previously held, unless there is a reduction in force.
- B. Personal leave for any and all other purposes or reasons, may be granted by the Board at its sole discretion.

ARTICLE XV
GRIEVANCE PROCEDURE

- A. Definition - A grievance means an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. A grievance to be considered under this procedure must be initiated in writing by the employee or the Association within ten (10) working days of its known occurrence. The following matters are excluded from the grievance procedure:
1. Any matter for which a specific method of review is prescribed by law, or by any rule or regulation of the State Board of Education
 2. A complaint of a probationary teacher which is caused by his/her not being employed
 3. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not required
 4. Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

No reprisals of any kind will be taken by the District or teachers against any party in interest or other participant in the grievance procedure. Any party in interest may be represented by counsel or by a representative selected by the Association.

Procedure:

Step 1 - Any teacher covered by this Agreement who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) school days. An individual teacher may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if

the teacher so requests; but any resolution of the grievance shall not be inconsistent with the terms of an existing agreement between the parties,

Step 2 - If the teacher is not satisfied with the decision, he/she may appeal the decision to the Principal within five (5) school days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a. The nature of the grievance; i.e., the specific provisions of the contract which have been violated or misinterpreted or misapplied.
- b. The injury and the loss which is claimed; i.e., the specific loss to the teacher in pay or professional integrity.
- c. The remedies sought.

The Principal shall investigate the matter and communicate the decision in writing to the grievant within five (5) school days from receipt of the written grievance.

Step 3 - If the teacher is not satisfied with the decision, he/she may appeal his/her grievance to the Superintendent in writing within five (5) school days after the receipt of the Principal's decision. The Superintendent shall meet with the teacher and shall investigate the grievance and render his/her decision in writing within ten (10) school days after the receipt of the appeal to his/her level.

Step 4 - If the decision of the Superintendent does not resolve the grievance and if the teacher decides to appeal that decision, the matter shall be submitted to the School Board within five (5) school days after notification of the Superintendents' decision. The School Board shall have thirty (30) calendar days to resolve the issue.

Step 5 - If the decision of the Board, does not resolve the grievance to the satisfaction of the teacher, and he/she wishes review by a third party, he/she shall notify the Association within fourteen (14) calendar 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 within thirty (30) calendar days of receipt of the Board's decision. Either party will then initiate a request for arbitration under the procedure set forth herein within thirty (30) calendar days of the Association's decision.

ARTICLE XVI **DURATION OF AGREEMENT**

This agreement with Appendices I, II, III, is in effect until June 30, 20011.

TAMWORTH EDUCATION ASSOCIATION

By /s/ _____
President, TEA

TAMWORTH SCHOOL BOARD

By /s/ _____
Chairperson, Tamworth School Board

Date

Witness