

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 certified, professional employees of Tamworth School District who do not serve primarily administrative functions.

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. 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 first year (2011-12) and 85 percent during years 2 and 3 (2012-2013 and 2013-2014). 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.

B. 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.

C. Health Care Reimbursement Account – The Board will sponsor 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 teacher may contribute up to the maximum amount allowed by law on a before-tax basis.

D. 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.

E. 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.

F. Changes in Health Benefits - Any change in a health insurance carrier will be at the recommendation of a committee consisting of TEA, 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 Appendices I, II, and III. Cost of living adjustments to the salary schedule will result in increases by 3% of step 1 for steps 1-3 and 3% of step 4 for each step above step 3. The stipend each year after reaching the maximum step will be \$1,000.00.

Example 1: Step 1 of Masters track in 2012-2013 is 38,693. 3% of \$38,693 is \$1,161. On the 2013-2014 salary schedule, steps 1-3 of the Masters track are each increased by \$1,161 as a cost-of-living adjustment.

Example 2: Step 4 of the Bachelor's track in 2012-2013 is \$44,679. 3% of \$44,679 is \$1,340. On the 2013-2014 salary schedule, steps 4-10 of the Bachelor's track are each increased by \$1,340 as a cost-of-living adjustment.

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. Newly-hired members of the bargaining unit may be placed on a higher step than step 1. Teaching experience at K-8 grade levels outside the school district shall be granted at full credit. Other pertinent experience may be granted full or partial credit by the superintendent.

E. Once teachers are on schedule, they will proceed annually to the next step in the assigned track until maximum is reached 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.

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G. 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.

H. Early retirement

1. Any teacher may submit to the board a request for early retirement. It must be dated, signed, and submitted by November 1 of the employee's proposed final school year of employment. The request will be a notification to the board of intent to early retire, effective on the following June 30th, and will be in the form of a letter of resignation. The letter represents a conditional commitment and is null and void if the board fails to approve the employee early retirement benefits by December 15 of the year submitted.
2. All requests will be considered in order of seniority. The board will approve the request of the employee with most seniority if s/he has taught at least 20 years, with a minimum of 10 of these in Tamworth School District. The board may approve additional requests, even if they have not provided these years of service, in order of seniority.
3. If approved, the district shall provide teachers granted early retirement on the following schedule:
 - i. Teachers aged 55-58 on their last day of school
 1. 30% of the teacher's last salary annually for a 5-year period, and
 2. single health insurance for a 5-year period (based on the board's amount of contribution to a teacher single health insurance in the final year of teaching), or
 3. An annual stipend in lieu of insurance consistent with the board's stipend provided to a teacher eligible for single health insurance who opts not to take it.
 - ii. Teachers aged 59-63 on their last day of school
 1. 25% of the teacher's last year salary to age 66, and
 2. single health insurance until the retired teacher qualifies for Medicare (based on the board's amount of contribution to a teacher single health insurance in the final year of teaching), or
 3. an annual stipend in lieu of insurance consistent with the board's stipend provided to a teacher eligible for single health insurance who opts not to take it.

I. Retirement

In recognition of a teacher's years of service to the district, the board will provide severance pay for retiring teachers. To qualify, a teacher must have a minimum of 10 years service to the district and retire into the New Hampshire Retirement

System. Teachers who opt for early retirement or who leave for educational employment elsewhere will not qualify for severance pay. Severance pay will be determined by multiplying the number of years of teaching service to the district times one percent of the district's base teacher salary in the last year of his or her service.

Example:

Base salary for a teacher with a BA degree = \$29,390

Retiring teacher has a Master's degree and 25 years of service

Severance = 25 x \$293.90 = \$7,347.50

J. 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.

K. 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

This article applies whenever the Tamworth School Board finds it necessary to reduce the number of certified full time and/or part-time positions for reasons of declining enrollment, budget reduction, or change in board-authorized programs. The decision to implement the reduction in force shall be made at the sole discretion of the school board. The school board will make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many positions as possible through attrition.

A. Notice

As soon as reduction in force is seriously contemplated, the superintendent of schools, upon concurrence with the school board, shall first consult with the president of the teachers' association and then all of the teachers that may be affected.

B. Procedures for Determining Teachers Affected by Reduction in Force

When a RIF is used, the administration will recommend to the board which teacher(s) are to lose their positions. The board must act on the recommendation to enact it. To determine the teacher(s) recommended to the board, the administration will use the following procedure:

1. The impacted teacher(s) will be selected from within the classification of the position(s) being eliminated. Classifications are certification areas and highly qualified status.

2. Within each classification, teachers will be reduced in the inverse order of their years of full time service to the district as a member of the bargaining unit. An employee subject to removal may bump a less senior employee provided that they are certified and legally qualified for that position.

3. In the event that affected teachers have the same school year of hire, the administration will recommend retention of those teachers who it feels will be the best teachers for the school system and the students it serves.

In making this determination, the administration will consider academic preparation, professional growth, experience, job performance, and quality of the match between the individual and the position to which they are likely to be assigned.

C. Recall

Tenured teachers shall have recall rights for two years from the last day of employment with the district.

1. Teachers will be recalled in each classification in the inverse order of their being laid off.

2. In the event that the teacher was employed in another district during the 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 that they are currently in effect for other teachers, will be returned. This includes unused sick days.

3. The board shall give written notice of recall by sending a registered or certified letter to said employee at his/her last known address. Employees must respond to an offer within 10 days from receipt of the offer or be deemed to have waived recall rights, unless an extension is granted, in writing, by the board.

D. This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.

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

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 \$150 per day, which will be reimbursed for expenses documented by receipts. 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.

To qualify for reimbursement, a teacher must take each course for a grade unless it is only offered on a pass/fail 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 approved educational travel. 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.
- D. All attempts will be made to provide adequate planning time and duty-free lunch.

Teachers shall be free to act with professional discretion relative to their time of arrival at school and their time of departure; but in 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 reported 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 – Unpaid 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 bona fide 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. The association will determine which teachers opt to gain access to the sick leave bank each year and will inform the SAU by the end of the first full week of school.
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 and may have an unlimited number during the course of a school year, however it may only carry 140 days across school years.

Example:

- On the first day of school, the bank has 140 days carrying forward.

- 25 teachers each contribute one day, bringing the bank's total to 165 days.
- Only those teachers contributing during that enrollment period may ask to use days from the bank during that school year.
- If the Illness Leave Bank Committee approves the use of 15 days during the school year, the bank will enter the following school year's enrollment period with 140 banked days. (165 – 15 used – 10 lost = 140)
- If the Illness Leave Bank Committee approves the use of 50 days during the school year, the bank will enter the following school year's enrollment period with 115 banked days. (165 – 50 = 115)

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. The TEA acknowledges that its decisions about individual requests must comply with all laws and with school district policy, especially anti-discrimination policies. The administration and board shall be held harmless by teachers from accusations of discrimination in the distribution of sick days.

6. 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, with or without pay.

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, 2014.

TAMWORTH EDUCATION ASSOCIATION

By /s/ Xl S Mm
President, TEA

TAMWORTH SCHOOL BOARD

By /s/ Chaz Pugh
Chairperson, Tamworth School Board

4/8/2011
Date

Matthew S. Bort
Witness

APPENDIX I

Tamworth Salary Schedule

2011-2012

	B	B+12	b +24	M	M + 15	M + 30
1	33,724	35,396	36,230	37,066	38,730	40,403
2	34,724	36,396	37,230	38,066	39,730	41,403
3	35,724	37,396	38,230	39,066	40,730	42,403
4	42,878	44,649	45,535	46,421	48,089	49,759
5	43,878	45,649	46,535	47,421	49,089	50,759
6	44,878	46,649	47,535	48,421	50,089	51,759
7	45,878	47,649	48,535	49,421	51,089	52,759
8	46,878	48,649	49,535	50,421	52,089	53,759
9	47,878	49,649	50,535	51,421	53,089	54,759
10	48,878	50,649	51,535	52,421	54,089	55,759
11		51,649	52,535	53,421	55,089	56,759
12		52,649	53,535	54,421	56,089	57,759
13		53,649	54,535	55,421	57,089	58,759
14		54,649	55,535	56,421	58,089	59,759
15		55,649	56,535	57,421	59,089	60,759
16				58,421	60,089	61,759
17				59,421	61,089	62,759
18				60,421	62,089	63,759
19						64,759

Annual stipend upon surpassing top step = \$1000

Steps 1-3: increase of 3% of prior step 1

Steps 4+: increase of 3% of prior step 4

APPENDIX II

Tamworth Salary Schedule

2012-2013

	B	B+12	b +24	M	M + 15	M + 30
1	34,736	36,458	37,317	38,178	39,892	41,615
2	35,736	37,458	38,317	39,178	40,892	42,615
3	36,736	38,458	39,317	40,178	41,892	43,615
4	44,164	45,988	46,901	47,814	49,532	51,252
5	45,164	46,988	47,901	48,814	50,532	52,252
6	46,164	47,988	48,901	49,814	51,532	53,252
7	47,164	48,988	49,901	50,814	52,532	54,252
8	48,164	49,988	50,901	51,814	53,532	55,252
9	49,164	50,988	51,901	52,814	54,532	56,252
10	50,164	51,988	52,901	53,814	55,532	57,262
11		52,988	53,901	54,814	56,532	58,262
12		53,988	54,901	55,814	57,532	59,262
13		54,988	55,901	56,814	58,532	60,262
14		55,988	56,901	57,814	59,532	61,262
15		56,988	57,901	58,814	60,532	62,262
16				59,814	61,532	63,262
17				60,814	62,532	64,262
18				61,814	63,532	65,262
19						66,262

Annual stipend upon surpassing top step = \$1000

Steps 1-3: increase of 3% of prior step 1

Steps 4+: increase of 3% of prior step 4

APPENDIX III

Tamworth Salary Schedule

2013-2014

	B	B+12	b +24	M	M + 15	M + 30
1	35,778	37,552	38,437	39,323	41,089	42,863
2	36,778	38,552	39,437	40,323	42,089	43,863
3	37,788	39,552	40,437	41,323	43,089	44,863
4	45,489	47,368	48,308	49,248	51,018	52,790
5	46,489	48,368	49,308	50,248	52,018	53,790
6	47,489	49,368	50,308	51,248	53,018	54,790
7	48,489	50,368	51,308	52,248	54,018	55,790
8	49,489	51,368	52,308	53,248	55,018	56,790
9	50,489	52,368	53,308	54,248	56,018	57,790
10	51,489	53,368	54,308	55,248	57,018	58,790
11		54,368	55,308	56,248	58,018	59,790
12		55,368	56,308	57,248	59,018	60,790
13		56,368	57,308	58,248	60,018	61,790
14		57,368	58,308	59,248	61,018	62,790
15		58,368	59,308	60,248	62,018	63,790
16				61,248	63,018	64,790
17				62,248	64,018	65,790
18				63,248	65,018	66,790
19						67,790

Annual stipend upon surpassing top step = \$1000

Steps 1-3: increase of 3% of prior step 1

Steps 4+: increase of 3% of prior step 4