

# *MASTER AGREEMENT*

BY AND BETWEEN THE

BOW SCHOOL BOARD

AND THE

BOW EDUCATION ASSOCIATION

FOR THE PERIOD

JULY 1, 2019 THROUGH JUNE 30, 2022

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# **AGREEMENT**

**THIS AGREEMENT** made and entered into this first day of July, 2019 by and between the Bow School Board, hereinafter referred to as the “Board”, and the Bow Education Association, hereinafter referred to as the “Association.”

## **ARTICLE I RECOGNITION**

### *Section 1.*

The Board recognizes the Bow Education Association, affiliated with the NEA-NH, for the purpose of collective negotiation pursuant to RSA 273-A, as exclusive representative of all full-time and half time bargaining unit members (half time bargaining unit members are defined as only those bargaining unit members working at least one half of the day for the entire school year or at least one half of the days of the school year), including art, music, physical education, media generalist, guidance counselor, speech therapist, health educator, school nurse, excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistant and all other administrative personnel, all clerical, custodial and lunch staff, part-time employees, teacher’s aides, and all other employees of the Bow School District. This Agreement applies only to those professional bargaining unit members that are specified above as being represented by the Bow Education Association.

If the Board and the Association cannot agree on the inclusion of new positions to the bargaining unit, the Public Employee Labor Relations Board will be petitioned to make a determination pursuant to the provisions of New Hampshire RSA Chapter 273-A.

## **ARTICLE II NEGOTIATION PROCEDURE**

### *Section 1.*

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

On or before October 1, 2021, either party may submit to the other written notice of its intention to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. The party receiving the request will reply to the other party within ten (10) days to set a mutually acceptable time to begin negotiations after the start of the school year.

The Board shall, upon request, assist the Association in obtaining all available information concerning the financial resources of the district and appropriate personnel data.

### *Section 2.*

A bargaining unit member engaged during the school day in negotiating on behalf of the Association with any representative of the Board or appearing before either the PELRB, State Board of Education, or any other state agency that requires the presence of such bargaining unit member on behalf of the Association concerning those negotiations shall be released from regular duties without loss of salary.

**ARTICLE III  
RIGHT OF THE ASSOCIATION**

*Section 1.*

The Bow Education Association and its representatives shall have the right to post notices of activities on teacher bulletin boards designated by the Administration, at least one of which shall be provided in each school building. The Association shall not post any material which, in the Administration's reasonable judgment, is libelous, detrimental to the relationship between the parties or of an advertising or political nature.

*Section 2.*

The Bow Education Association Executive Committee may use teacher mailboxes for communications to bargaining unit members on Association activity.

*Section 3.*

The Bow Education Association may have the reasonable use of the Bow schools during non-school hours for Association membership meetings, provided any such use does not conflict with previously scheduled activities. The Association by its designated representative will notify the Administration in advance and will receive the prior approval of the Administration for any such membership meeting.

*Section 4.*

When an official copy of the agenda of school board meetings, which is posted and made public, is sent to the members of the Board, a copy of such agenda shall be sent to the President of the Association at an address which the Association files at the Superintendent's office.

**ARTICLE IV  
MANAGEMENT CLAUSE**

*Section 1.*

The Association agrees that, except as specifically and expressly abridged or limited by the provisions of this Agreement or any supplementary agreement that may hereafter be made, all of the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Bow School District and its employees in all its phases and details shall be retained by and are vested solely, exclusively and without limitation in the Board and its agents, and the exercise of any such right or function shall not be subject to the grievance or arbitration provisions of this Agreement.

*Section 2.*

The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authorities which by law are vested in them.

**ARTICLE V  
UNINTERRUPTED SERVICES**

*Section 1.*

In order to provide uninterrupted services, the Bow Education Association agrees not to engage in any strike or other job action as defined in RSA 273-A and the Bow School Board agrees not to engage in any lockout of the bargaining unit members covered by this Agreement.

Both parties agree to take all reasonable means to terminate such activity forthwith, including, but not limited to, such action as may be available pursuant to New Hampshire RSA 273-A, which same action will be available although RSA 273-A, may be amended during the term of this Agreement.

**ARTICLE VI  
DEDUCTIONS**

*Section 1.*

The Board agrees to deduct from the salaries of bargaining unit members dues for the Bow Education Association, the NEA-NH, and the National Education Association, as said bargaining unit members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Bow Education Association.

The Bow Education Association will certify to the Board, in writing, the current rate of its local, state, and national membership dues. If the Association changes the rate of its membership dues for the following year, it will give the Superintendent of Schools written notice prior to October 1<sup>st</sup> of the year such change becomes effective.

Dues referred to in the first paragraph above will be made in up to twenty (20) equal deductions, beginning on the first payday following October 15.

No later than October 1<sup>st</sup> of each year, the Bow Education Association will provide the Board with a list of those bargaining unit members who have voluntarily authorized the Board to deduct dues specifying up to twenty (20) equal installments. BEA provides for an open enrollment policy to bargaining unit members wishing to join at any point of time during the school year. The BEA will inform and authorize the Board to deduct prorated dues and deduct in equal installments for the remainder of the contract year not to exceed twenty (20) installments. Any bargaining unit member desiring to have the Board discontinue any deductions s/he has previously authorized must notify the Board and the Association concerned in writing by June 30<sup>th</sup> for the succeeding year's dues.

In no case shall the Board attempt to collect fines or assessments for any of the Associations named above, beyond the regular dues.

Should there be a dispute between a bargaining unit member, any of the Associations named above, and/or the Board over the matter of deductions, the Bow Education Association agrees to defend and hold the Board and Bow School District harmless in any such dispute.

## **ARTICLE VII TEACHER RIGHTS**

### *Section 1.*

The Board agrees that a bargaining unit member will not be asked or required to waive any rights of citizenship as a condition of employment in the Bow School District. Bargaining unit members shall be permitted to wear the official NEA/NEA-NH membership pin.

### *Section 2.*

The Administration may place substantiated complaints in a bargaining unit member's personnel file. A "substantiated complaint" is one that has a reasonable basis after an inquiry appropriate under the circumstances. An administrator shall not place an unsubstantiated complaint in a bargaining unit member's personnel file nor act upon unsubstantiated complaints in an adverse action or evaluation. Prior to any complaint being placed in a professional employee's personnel file, said bargaining unit member shall receive a copy of such document.

An unsubstantiated complaint is one that, after an inquiry appropriate under the circumstances, lacks a reasonable basis or for which the Administration does not conduct an inquiry appropriate under the circumstances. Nothing in this section shall require the Administration to undertake an inquiry of any complaint if it lacks a reasonable basis on its face.

### *Section 3.*

#### **Rights & Discipline**

- a. Discipline shall be commensurate to the conduct being disciplined. Discipline shall not be arbitrary or capricious.
  
- b. A bargaining unit member shall be entitled to representation when being disciplined and at any investigatory interview that the bargaining unit member reasonably believes might result in a disciplinary action.
  
- c. Nonrenewal and termination (as defined in RSA 189:14-d) shall be governed by applicable statutes and regulations of the State Board of Education.

### *Section 4.*

No personnel action beyond those required by federal or state rules, or regulations, will be taken against a bargaining unit member as a result of his/her failure to meet highly qualified standards as defined under the Every Student Succeeds Act (ESSA).

## **ARTICLE VIII ACADEMIC FREEDOM**

### *Section 1.*

It is the right and responsibility of the Board to establish the curriculum. Curriculum is defined in this Article as the educational program. Bargaining unit members will exercise professional responsibility in the planning and implementation of the curriculum to the extent that the Board's rights are not abrogated.

## **ARTICLE IX ASSIGNMENTS**

### *Section 1.*

Bargaining unit members will be notified prior to the close of the school year of their tentative assignments for the forthcoming year. If it becomes necessary to make any changes in the assignments, the bargaining unit member will be notified as soon as possible.

### *Section 2.*

Any positions referred to in the Extracurricular Salary Schedule Appendix B shall be voluntary.

### *Section 3.*

Any person who is currently teaching in an area for which certification requirements have changed shall be given a reasonable amount of time to meet the changed certification requirements in accordance with New Hampshire State Department of Education procedures.

### *Section 4.*

Except in extraordinary situations, teacher aides shall not engage in classroom instruction or grading relating thereto unless such aide is under the supervision of the classroom teacher.

## **ARTICLE X ABSENCES**

### *Section 1.*

Bargaining unit members who will be absent will make every reasonable effort to give notification as soon as possible. Except in the case of an emergency, this notification shall be given no later than 6:15 a.m. on the day of the absence.

### *Section 2.*

The Administration may assign other bargaining unit members to perform the duties of the absent bargaining unit members, after reasonable attempts have been made to obtain substitutes.

## **ARTICLE XI VACANCIES**

### *Section 1.*

Notices of permanent vacancies in full-time classroom teaching positions and extra curricular activities as set forth in Appendix B will be sent electronically to all professional bargaining unit members of the Bow School District and posted on the official bulletin board as soon as is reasonably practicable after the Administration is aware of the existence of such vacancy and has made a decision to fill same. Any such notice shall be dated and contain the name of the position, the name to which the application is to be returned, and the date by which the application is to be returned. All applications received prior to the date on which applications are to be returned shall be considered. Nothing in this Article shall be construed to limit the Board's or Administration's right to temporarily fill any such vacancy prior to making a permanent assignment from among all applicants whether or not such applicants are presently employed by the Bow School District.

When school is not in session, notices of permanent vacancies in full-time classroom teaching positions and extracurricular activities as set forth in Appendix B will be sent to the President of the Association at an address which the Association files at the Superintendent's office when the Board becomes aware of such vacancies.

## **ARTICLE XII POSITION ELIMINATION**

*Section 1.* If it becomes necessary to reduce the number of bargaining unit members due to reduced enrollment, economic resources or funds, or changes in or consolidation of programs, the following procedure shall be utilized:

a. The Superintendent shall notify the Association of the grade level(s) and/or subject area(s) that are being considered for reduction, and shall identify the certification and HQT requirements (if applicable) that are associated with those grade level(s) and/or subject area(s).

b. Reductions shall be accomplished first by attrition, resignations and/or retirements, in the grade level(s) and/or subject area(s) designated by the School Board for reduction.

c. If more reductions are necessary, then non-continuing contract staff on Level One of the Evaluation Plan in the designated grade level(s) and/or subject area(s) shall be laid off.

d. If more reductions are necessary, then bargaining unit members in the designated grade level(s) and/or subject area(s) who have been on one or more performance improvement plan(s) for a total of 91 or more days, consecutively or non-consecutively, shall be laid off.

e. If more reductions are necessary, then all other bargaining unit members in the designated grade level(s) and/or subject area(s) shall be laid off from the designated grade level and/or subject area in inverse order of seniority. Seniority is teaching years of service in the Bow School District, with part-time or partial service accruing on a pro-rated basis (e.g., 3 years of half-time teaching equals 1.5 years of full-time teaching). If multiple bargaining unit members have the same seniority, the last bargaining unit member who was nominated for employment at a School Board meeting will be laid off first.

f. For the purpose of reduction-in-force, bargaining unit members will be classified according to their present assignment in terms of certification and HQT status (if applicable).

*Section 2.* A bargaining unit member who is laid off under Section 1(e) shall have full seniority rights in grade levels and/or subject areas to which the bargaining unit member is not presently assigned, provided the bargaining unit member is certified and HQT (if applicable) for such grade levels and/or subject areas. In such circumstances, the Superintendent will notify the Association that such grade level(s) and/or subject area(s) also are designated for reduction, and will apply the procedures of Section 1.

*Section 3.* Recall of a bargaining unit member to the grade level and/or subject area from which the bargaining unit member was laid off shall be in reverse order of layoff, provided that: (1) such recall rights will be available only for 24 months from the date the bargaining unit member is laid off, (2) the bargaining unit member must at the time the position is offered be certified and HQT (if applicable) for such position, and (3) the bargaining unit member must file his/her mailing address with the Superintendent.



Section 4. A person hired as a part-time bargaining unit member (not previously a full-time employee of the District) shall not be eligible to be placed in a full-time vacancy pursuant to this Article; except that if a part-time position is changed to full-time, that does not constitute a reduction of the part-time position.

## **ARTICLE XIII TEACHER EVALUATION**

### *Section 1.*

All monitoring or observation of the work performance of a bargaining unit member will be conducted openly and with full knowledge of the bargaining unit member. Evaluation shall be conducted in accordance with the BOW SCHOOL DISTRICT DIFFERENTIATED TEACHER EVALUATION PLAN as set forth in Appendix E.

### *Section 2.*

A bargaining unit member shall be given a copy of any formal observation report prepared by his/her supervisor before any conference is held to discuss it. If the bargaining unit member is dissatisfied with this observation conference, s/he may request an additional conference. Thereafter, the bargaining unit member shall sign the report. Such signature shall indicate only that the report has been read by the bargaining unit member and in no way indicates agreement with the contents thereof.

### *Section 3.*

The bargaining unit member or the bargaining unit member's designated representative (such designation to be made only in writing and signed by the bargaining unit member) will have the right, upon request, to review the contents of the bargaining unit member's personnel file and to make copies of any documents contained therein, excluding confidential references.

### *Section 4.*

Bargaining unit members shall receive copies of letters and other written communication of positive comments, commendation and/or appreciation from parents, students and others received by Administration. Bargaining unit members have the right to have such communications, received by Administration or themselves, filed in their professional portfolio.

### *Section 5.*

Access to a bargaining unit member's personnel file shall be had only by the bargaining unit member, the Administration and members of the School Board, or the bargaining unit member's designated representative.

### *Section 6.*

The parties agree that grievances arising from evaluation are limited to evaluation procedures and methods of implementation.

### *Section 7.*

The parties agree to review the evaluation procedure annually.

### *Section 8.*

In the event a principal wishes to train an administrator by observing a bargaining unit member with both administrators in the classroom, the bargaining unit member has the right to decline such training.

*Section 9.*

In lieu of a formal classroom observation, a Level Two Teacher may voluntarily opt for being observed on the basis of eight to ten (8-10) short duration (10-15 minute) observations for the school year. Each observation shall be followed up with brief oral comments, with any written notes distributed to the bargaining unit member on a consistent form (designed and approved by both parties) within two (2) school days. Data from the observations will be part of the year-end summative conference.

**ARTICLE XIV  
COURSE REIMBURSEMENT**

*Section 1.*

The Board shall pay the full cost of tuition and other actual reasonable expenses incurred in connection with any courses, workshops or other such sessions, which a bargaining unit member is required to take by the Administration for reasons other than certification or re-certification.

*Section 2.*

Bargaining unit members shall be reimbursed for the tuition costs for graduate or undergraduate courses taken for college or university credit, provided the Administration has approved any such course prior to the taking of any such graduate or undergraduate course. Reimbursement for tuition cost shall be limited to nine (9) credits per year at the cost per credit established by the University of New Hampshire. Reimbursement will be on a first come, first serve basis.

*Section 3.*

Applications for reimbursement must be received no earlier than: July 1 for fall semester courses; October 1 for Winterim courses; December 1 for spring semester courses; and March 1 for summer courses. If a bargaining unit member does not take a course for which he/she has been approved, he/she shall advise the District as soon as possible of the decision not to take said course.

*Section 4.*

Reimbursement will be on a first come, first served basis utilizing the following formula for allocation of funds: 50% summer, 20% fall semester, 10% winterim semester, and 20% spring semester. The district will prepay fall and spring semester course reimbursement within thirty (30) days of receipt by the Superintendent of the certified per credit cost and certification that the bargaining unit member has been accepted for participation in the program. Failure to attend or complete the identified course or an approved substitute will result in required reimbursement to the District and payroll withholding is authorized for said reimbursement.

Reimbursement will be made for up to nine (9) credits for courses taken per contract year, up to nine (9) credits of which will be reimbursed for courses taken in the summer, and up to six (6) credits of which will be reimbursed for courses taken during the fall, winterim and/or spring semester. Payment for tuition costs for summer graduate or undergraduate courses, which have the prior approval of the Administration, shall be made in September, but only to bargaining unit members returning to employment with the Bow School District.

Persons failing to provide proof of receiving a grade of B or better (or pass in pass/fail course) within sixty (60) days of course completion will have withheld from their paycheck the amount equal to the course reimbursement they received until such proof is provided, unless the learning institution is responsible for not providing the grade.

A total of \$58,000 shall be budgeted for each fiscal year of this contract for bargaining unit members. Unexpended funds will be carried forward from semester to semester through the end of the fiscal year. In the event that funds remain at the end of the spring semester, bargaining unit members who paid for the summer, fall, or winterim course(s) should be reimbursed with such funds in the order that their applications were submitted. Unexpended balances at the end of one fiscal year shall not be carried over into the following fiscal year.

## **ARTICLE XV PREPARATION AND LUNCH PERIODS**

### *Section 1.*

Each bargaining unit member shall receive a duty-free lunch period of at least thirty (30) minutes per day.

### *Section 2.*

Each bargaining unit member shall be granted daily preparation time of a minimum of 40 minutes during the students' normal school day.

### *Section 3.*

The parties recognize that optimum school facilities for both student and bargaining unit member are desirable to ensure the high quality of education that is the goal of both Association and the Board. The District recognizes that certain students require more attention from the classroom bargaining unit member than others; therefore, when considering classroom size, identified students (those with Individualized Educational Plans) and/or students with modifications will be considered when determining placement. The building administrator and bargaining unit member will discuss the appropriate educational environment for all students concerned.

In rooms with specific student stations (i.e., technology education, family and consumer science, art, computer literacy); the number of students assigned to such rooms should conform to safety requirements and not exceed the number of student stations available.

Bargaining unit members with special needs students, who require IEP's in accordance with IDEA 2004, shall be provided by the Board with such assistance as is necessary to properly meet the needs of such students. Such assistance may include, but not be limited to: training, the use of aides, the assistance of specialists, appropriate reduction in class loads, and increased preparation-planning time.

## **ARTICLE XVI LEAVES**

### *Section 1. Sick Leave-*

Bargaining unit members employed by the Bow School District shall earn sick leave at the rate of one and one-half (1½) days at the beginning of each month of employment from September 1 through and including June 1 of the school year, provided, however, that a bargaining unit member shall not accumulate more than fifteen (15) sick leave days during the entire year. Sick leave days must be accumulated from year to year with a maximum limit of one hundred twenty (120) days. Sick leave is available only for the personal illness of a bargaining unit member and/or the diagnosis or treatment of a bargaining unit member's illness in a hospital which cannot be scheduled at a time other than during the regular school day, provided however, that each bargaining unit member shall be entitled to use up to fifteen (15) such sick days per school year to care for illness in the immediate family. Medical certification may be required by the Administration after three or more consecutive days of absence.

Bargaining unit members shall be notified in writing of the number of their accumulated sick days on or before the first payday of the school year. A first year bargaining unit member may use no more than a total of seven (7) such sick leave days from September 1 through January 1 in the first year of employment, although said bargaining unit member has not, as of the time of use, earned and accumulated seven (7) sick leave days; provided, however, that the number of any such unearned and unaccumulated sick leave days taken under this provision will be charged against the number of sick leave days thereafter earned and accumulated by said bargaining unit member and such bargaining unit member shall not be entitled to additional sick leave with pay until additional sick leave has been earned in accordance with the first paragraph of this article.

### *Section 1.1 Sick Leave Bank*

The Board agrees to establish a sick leave bank to cover bargaining unit members in the event of long-term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the Board. Any rules established by the Association shall include the following:

- (A) The sick leave bank shall be funded by bargaining unit members at the start of each school year to reach a maximum two (2) times the number of bargaining unit members. The sick leave bank may be supplied with additional days whenever the number of days drops below fifty (50) to bring it up to the maximum.
- (B) Unused sick leave days in the bank at the close of the school year will carry over into subsequent years up to a unit of two (2) times the number of staff.
- (C) No one may contribute more than two (2) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution.
- (D) The Association shall notify the Board by September 15 of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement.
- (E) Individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits.
- (F) No one shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time.
- (G) New bargaining unit members are not eligible for sick bank participation prior to January 1<sup>st</sup> if they are hired before the first day of school and for 120 calendar days after employment if hired after the first day of school.

### *Section 2. Personal Leave –*

Each bargaining unit member shall be entitled to three (3) days personal leave for each school year in accordance with the following provisions:

- (A) The bargaining unit member must notify the Building Principal, in writing, at least three (3) days prior to the taking of such leave stating that the leave is for pressing and unavoidable legal, personal, family or business reasons which cannot be taken care of at a time other than

during the regular school day and which requires the bargaining unit member's absence during working hours.

(B) In the event of an emergency, the bargaining unit member may follow the normal sick leave procedure for calling in; however, said bargaining unit member must state in writing, as set forth in Paragraph 2 (A) above, the reason for taking such leave upon the bargaining unit member's return. Additional personal leave may be granted upon written request to the Board or its designee.

(C) Personal leave shall not be taken the day before or the day after a scheduled vacation or the day before or the day after a federal or state holiday, unless said leave is for an unusual purpose and is approved by the Board or its designee, and no more than seven (7) bargaining unit members shall be granted personal leave for any one day unless said leave is for an unusual purpose and is approved by the Board or its designee.

(D) Personal leave shall be granted with the prior approval of the Building Principal in accordance with the above conditions, unless said conditions are not complied with or have not been met, in which event such leave shall be denied.

### *Section 3. Bereavement Leave –*

Each bargaining unit member shall be entitled to five (5) days in the event of death of a bargaining unit member's spouse, domestic partner who resides in the bargaining unit member's household, parent of spouse, child, sibling, or parent. Bargaining unit members shall be entitled to three (3) days leave of absence in the event of a death of any relative not listed above or any member of the bargaining unit member's immediate household. Additional days for the death of relatives or non-relatives may be granted by application to the Superintendent.

### *Section 4. Delegate Leave –*

Up to four (4) voting members of the NEA-NH Assembly of Delegates shall be granted one day's leave per year for attendance of the NEA-NH Assembly of Delegates meeting.

### *Section 5. Sabbatical Leave –*

Upon recommendation by the Superintendent of Schools, a sabbatical leave will be granted by the Board for either one member of the bargaining unit (for one semester or for the full school year) or two members of the bargaining unit (one for the first semester and one for the second semester) for teaching-related work approved by the Superintendent or full-time study in the United States at a regionally accredited graduate school or at a foreign school approved by the Superintendent, including study in another area of specialization, subject to the following conditions:

(A) The bargaining unit member has completed at least five (5) consecutive full-time school years of service in the Bow School system, and has completed at least ten (10) consecutive full-time school years of service in the Bow School system since the last sabbatical taken by the bargaining unit member.

(B) If one bargaining unit member takes sabbatical leave during a school year, it may be for the full school year or for either semester. If two bargaining unit members take sabbatical leave during a school year, one shall take the first semester and one shall take the second semester. During sabbatical leave, bargaining unit members will be paid by the Board at fifty percent (50%) of the applicable salary rate during the period of the leave. The applicable salary rate during the year in which the bargaining unit member takes sabbatical leave will be the next salary step above the step that the bargaining unit member was on the prior year. During the

year after the year in which the bargaining unit member takes sabbatical leave, the bargaining unit member will be paid at the same salary step as the step that the bargaining unit member was on during the year of the sabbatical leave.<sup>1</sup>

(C) Request for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the Superintendent, no later than December 15 of the year preceding the school year for which the sabbatical leave is requested. The Superintendent shall inform each applicant in writing of the action to be recommended on the request for sabbatical leave no later than January 30 of the school year preceding the school year for which the sabbatical is requested. The Board shall notify the bargaining unit member of its intent relative to the request for sabbatical leave by March 15.

(D) Each bargaining unit member must agree to return to service in the Bow School District immediately upon termination of sabbatical leave and to continue in such service for a period of three (3) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed statement in the format of a promissory note shall stipulate that failure of the bargaining unit member to provide such service shall result in the obligation to reimburse the Bow School District a proportional part of the salary paid to him/her during sabbatical leave determined by the fraction of the three (3) years not served following the leave.

(E) A complete and detailed outline of work and/or study to be performed during the period of leave shall be provided in the request for leave.

(F) Approval of leave shall specify the work and/or study to be performed and failure to abide by the terms and conditions of such approval shall automatically result in pro rata adjustment or cancellation of salary, or reimbursement to the Board of all or part of salary paid to date.

(G) During the first semester after a bargaining unit member returns from sabbatical leave, the bargaining unit member shall present a detailed written report to the Administration describing how information learned through the sabbatical may be utilized for the benefit of Bow students.

(H) The Board agrees to fund at least two semesters of sabbatical leave each year. Notwithstanding the foregoing, a person on sabbatical leave will be eligible to participate in course reimbursement as set forth in Article XIV.

#### *Section 6. Child Rearing and Adoption Leave-*

(A) Bargaining unit members with at least two years of service to the District who desire childrearing or adoption leave shall be entitled to a leave of absence without pay subject to the following provisions:

A male or female bargaining unit member shall notify the Superintendent in writing of the pregnancy giving rise to the request for child rearing leave and the anticipated delivery date within ninety (90) days after the determination of such

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<sup>1</sup> For example: If a bargaining unit member is on step 5 the year before s/he takes sabbatical leave, s/he will be on step 6 during the year of sabbatical leave and during the year after the sabbatical leave. If the step 6 salary is \$40,000 during the year of the sabbatical leave and the bargaining unit member takes a sabbatical for only the second semester, the bargaining unit member will earn approximately \$20,000 while working the first semester and approximately \$10,000 while on sabbatical during the second semester. If the step 6 salary is \$40,000 during the year of the sabbatical and the bargaining unit member takes the full year for a sabbatical, the bargaining unit member will earn \$20,000 during the year of sabbatical.

pregnancy. Continued employment of a bargaining unit member who becomes pregnant will be permitted as long as the bargaining unit member is able to adequately perform her duties, and can supply to the Board sufficient medical evidence to ensure her health and safety. The Board, in any event, shall be held harmless from any and all claims by the pregnant bargaining unit member in connection with the decision to continue work while pregnant.

Male or female bargaining unit members with at least two years of service to the District may take childrearing or adoption leave not to exceed the balance of the school year and the next school year. Bargaining unit members who take leave under this Section can only return to work at the beginning of a school year and failure by the bargaining unit member to comply with this requirement shall immediately terminate any and all obligations, contractual and otherwise, of the Bow School District. Bargaining unit members who take a leave under this Section 6 (A) shall return to the same position which they held prior to taking such leave, if available, or, if not, to a substantially equivalent position. If both parents of the child are employees of the School District, only one shall be eligible for leave under this Section.

Leave time under this Section shall not be counted toward the attainment of a continuing contract. A bargaining unit member who requires a subsequent leave of absence under this section shall be eligible for said leave at any time.

(B) Notwithstanding the provisions of Section 6.A. above:

1. Sick leave with pay shall, at the bargaining unit member's option, be available to a bargaining unit member who is medically disabled due to pregnancy to the extent that such bargaining unit member has unused accumulated sick leave, provided that such bargaining unit member actually works up to the onset of the period of her actual medical disability which prevents that bargaining unit member from performing her teaching duties. To be eligible for such sick leave benefits, the bargaining unit member must furnish to the Superintendent a certificate from a physician certifying to the nature of the disability and the dates of the period of actual disability of the bargaining unit member.
2. A male or female bargaining unit member shall be eligible to use up to twenty (20) days of sick leave per year at half pay (50% per diem rate) to prepare for or care for adopted children age 0 to 18 years who is not the birth child of either parent. Such leave is to consist of up to twenty (20) consecutive work days which shall be taken within the six (6) month period surrounding the day the bargaining unit member brings the child/children home. Such leave may not be taken intermittently and shall not be compounded if multiple children are adopted.<sup>2</sup>
3. A male or female bargaining unit member shall be eligible to use up to ten (10) days of accumulated sick leave per year at full pay (100% per diem rate) to prepare for, or care for, the birth of a child or children. Such sick leave is to consist of up to ten (10) consecutive work days which shall be taken within the three-month period following the birth of the child(ren). Such leave may not be

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<sup>2</sup> For example, a bargaining unit member may not take 5 consecutive days at one time and 15 consecutive days at another time. Also, a bargaining unit member may not take more than 20 days per year, regardless of whether the bargaining unit member adopts one, two or more children during that year.

taken intermittently and shall not be compounded if multiple children are born. This leave shall not be taken in addition to family sick leave.

(C) It is agreed by the parties hereto that if a bargaining unit member taking leave pursuant to this section (Article XVI, 6) wishes, said bargaining unit member may continue hospital and medical insurance coverage under the plan then covering other school district employees, if permitted by the insurance carrier, provided said bargaining unit member (1) notifies the Superintendent in writing of his/her intention to continue under said insurance plan, and (2) agrees in writing to pay the full cost of such insurance coverage.

(D) Days absent while on leave shall not be counted to determine if a bargaining unit member has taught the number of years required for continuing contract status as set forth in New Hampshire RSA 189:14-a, and nothing in this Section 6 shall be construed to exclude or in any way limit the Board's or the Superintendent's rights under RSA Chapter 189 or any other provision of the Revised Statutes Annotated.

(E) Notwithstanding the provisions of Article XVI, 6(C), the Board agrees to pay the employer's portion of the employee's insurance for the up to twenty (20) days during any leave permitted under Article XVI, 6, B (2).

#### *Section 7. Professional Leave*

Professional growth among bargaining unit members is to be encouraged by school visitations and attendance at educational functions. Each bargaining unit member may be entitled to time off for this purpose with the understanding that it shall be granted with the prior knowledge and approval of the Administration and without loss of pay.

#### *Section 8. Jury Duty*

Any bargaining unit member summoned for jury duty or issued a subpoena shall be paid his/her full salary for each working day of absence provided s/he pays the District the jury or witness fees.

The bargaining unit member shall be cognizant that his/her primary responsibility is the continuity of classroom instruction and all efforts shall be made to ensure that primary responsibility.

## **ARTICLE XVII PROFESSIONAL COMPENSATION**

#### *Section 1.*

Salary increases are set forth in Appendix A (1, 2), which is attached hereto incorporated herein.

Salary increases are not automatic. The School Board, in its sole discretion, reserves the right to hold a bargaining unit member at that bargaining unit member's present salary for just cause upon the recommendation of the Administration. A written statement of the reasons for withholding increases will be forwarded to the bargaining unit member no later than March 15. The School Board, in its sole discretion, reserves the right to withhold any increase for just cause until the following February 1. At this time, upon recommendation of the Superintendent, the Principal and the School Board, if the bargaining unit member has professionally improved and conditions warrant, the increase may be granted and may be made retroactive to the previous September.



The School Board reserves the right to make off-schedule payments to members of the bargaining unit in addition to their salaries as set forth in Appendix B.

*Section 2.*

(A) The bargaining unit member work year will be between August 25 and June 30.

(B) The bargaining unit member work year will be as follows:

187 days: 180 student instructional days  
1.5 days at bargaining unit member discretion  
5.5 days at administrative discretion (including parent-teacher conference days)

The 1.5 days at bargaining unit member discretion shall be worked by each bargaining unit member in his/her assigned building. The specific activities in which bargaining unit members engage at school on these days shall be subject to each bargaining unit member's discretion. Notwithstanding the foregoing, the Board reserves the right to convert any student instructional days to non-student teacher work days. The tasks assigned teachers on any such converted non-student work days shall be determined solely by the Administration.

Parent-teacher conference days will be early dismissal or non-student days and bargaining unit members will schedule the conferences at any time during the day and/or evening at their discretion, while meeting the needs of parents and subject to the following. At least one of the days shall include evening conferences until at least 7:30, but no later than 8:00. Bargaining unit members will be available for conferences throughout the scheduled conference days.

Guidance and media personnel may, at the discretion of the Administration, be required to work up to an additional ten (10) days beyond the total days set forth above and if so required, payment shall be made on a per diem basis of the person's salary.

*Section 3.*

(A) Bargaining unit members in their first year of employment by the School District shall be placed on the salary schedule at the step that equals their total previously completed full years of certificated teaching experience in primary and secondary education.

(B) Subject to Article XVII (1), bargaining unit members in their second and subsequent years of employment by the School District shall advance one step each year through the steps of the salary schedule.

(C) Any bargaining unit member qualifying to change track will notify the Superintendent, in writing, at the beginning of the term prior to the completion of requirements. Upon proof of completion of requirements, the individual will be issued a new contract to take effect within no more than thirty (30) days and to be retroactive to the date when proof of completion of course work was received by the Office of the Superintendent.

*Section 4.*

Bargaining unit members shall be paid bi-weekly in equal installments of either one/twenty-second ( $1/22^{\text{nd}}$ ) or one/twenty-sixth ( $1/26^{\text{th}}$ ) of their annual salary. Bargaining unit members must notify the Superintendent in writing as to whether they wish to be paid on the basis of one/twenty-second ( $1/22^{\text{nd}}$ ) or one-twenty-sixth ( $1/26^{\text{th}}$ ) of the annual salary when their individual contracts for the coming year are returned, but in no event later than August 1.

Bargaining unit members electing to be paid on the basis of one/twenty-sixth (1/26<sup>th</sup>) of their annual salary shall have the option of receiving the balance of any salary due in a lump sum at the close of the school year in June or have any such balance mailed to them in equal bi-weekly payments during the summer; provided, however, that such option with respect to payment during the summer is contingent upon the bargaining unit member making such selection and notifying the Superintendent of same when that individual bargaining unit member's contract is returned.

If the Superintendent has not been notified in writing of the bargaining unit member's selection of the method of payment of that bargaining unit member's salary for the coming school year on or before August 1, the bargaining unit member will be paid on the basis of one/twenty-second (1/22<sup>nd</sup>) of that bargaining unit member's annual salary for the coming school year.

*Section 5.*

Payment for extra curricular activities outside the regular curriculum shall be in accordance with Appendix B attached hereto and made part hereof. Payment to a supervisor/coach of an activity will be made in the following manner: a supervisor/ coach of a fall activity will receive one-half of the extracurricular salary half way through the fall season; a supervisor/coach of a winter activity will receive one-half of the extracurricular salary half way through the winter season; a supervisor/coach of a spring activity will receive one-half of the extracurricular salary half way through the spring season; a supervisor/coach of a year long activity will receive one-half of the extracurricular salary half way through the school year. The remaining one-half of the extracurricular salary will be paid to the supervisor/coach on the first pay period following verification of the completion of the job. The parties agree that the decision of whether or not any extracurricular activity set forth in Appendix B shall be provided, continued or discontinued is a matter within the sole discretion of the Board.

*Section 6.*

Bargaining unit members shall be notified in writing on or before March 15 of the date of their final day for that school year, provided, however, said date may be changed in the event school is closed.

*Section 7.*

For bargaining unit members who do not elect planned retirement, a bargaining unit member who retires under the New Hampshire's Retirement System and receives retirement benefits from same at the time of separation from the Bow School District shall, provided notice of intent to retire is given in writing to the Superintendent no later than January 15 of the year in which the bargaining unit member retires, receive a payment as follows:

For ten (10) years' teaching service in the Bow School District--  
Two Thousand Dollars (\$2,000.00)

For fifteen (15) years' teaching service in the Bow School  
District -- Two Thousand, Five Hundred Dollars (\$2,500.00)

For twenty (20) years' teaching service in the Bow School  
District -- Three Thousand, Five Hundred Dollars (\$3,500.00)

*Section 8.*

1. Upon completion of five years' service as a member of the bargaining unit in the Bow School District, any bargaining unit member who is laid off shall receive one week's (five days) pay for each year of service to the District.

2. Any bargaining unit member, after completion of five (5) years' of continuous service as a member of the bargaining unit in the Bow School District, upon resignation and/or retirement shall be paid thirty (\$30) per day for unused sick days, up to 120 days. Bargaining unit members with twenty (20) or more years of continuous service as a member of the bargaining unit in the Bow School District, upon retirement or resignation, shall be paid fifty (\$50) per day for unused sick days, up to 120 days.

*Section 9.*

Bargaining unit members will be allowed to make a direct deposit of their payroll checks to the bank of their choice.

*Section 10.*

1. Full-time and part-time bargaining unit members shall be eligible for planned retirement if:

- A. On September 1 of the year preceding planned retirement, said bargaining unit member will be at least 55 years of age ; and
- B. As of the end of the year preceding planned retirement, said bargaining unit member has completed at least ten (10) years of full-time equivalent teaching in the District. (For example, two years of half-time teaching is equivalent to one year of full-time teaching.); and
- C. Said bargaining unit member is being paid at the top of his/her salary track; and
- D. On or before November 1 preceding planned retirement, said bargaining unit member submits a request to the School Board to allow consideration for planned retirement. (Clarification – If the intent is to retire in June 2020, then notification must be received by November 1, 2019, and payment shall be made in July 2020.)

2. The Board shall consider all requests for planned retirement and shall be obligated to grant up to three (3) such requests per year. If the Board receives more than three (3) requests for planned retirement to commence in any given year, it shall determine those who receive planned retirement as follows:

- A. First is the age of the eligible individual as of August 31 of the year preceding planned retirement, the older individual being given preference.
- B. Should these be a tie, next by the length of service in the Bow School District measured by full-time service.

3. The Board shall notify applicants by the following January 15 whether or not planned retirement has been granted. Each applicant shall have twenty (20) calendar days from the date notification is received to accept planned retirement. Notification shall be considered received on the date of actual receipt or three (3) days after notification is placed in the U.S. Mail, whichever is sooner.

4. Eligible bargaining unit members requesting and not receiving planned retirement shall be given first consideration in the next year based upon the listing determined in accordance with number 2. If a bargaining unit member applies for planned retirement and is granted planned retirement but decides not to take planned retirement, the bargaining unit member will not

receive preferential consideration the next year. Any bargaining unit member accepting planned retirement shall be obligated to retire at the requested date.

5. Payment of the planned retirement benefit shall be made in the July immediately following a bargaining unit member's June retirement. The amount of the retirement benefit shall equal 1% of the bargaining unit member's full-time equivalent salary during the last year times the number of full-time equivalent years that the bargaining unit member served the School District in a position in this bargaining unit.<sup>3</sup>

6. The Board, at its discretion, may approve additional applicants beyond the number provided above, extend the deadline for application beyond the date above, extend the age or experience limitations listed above, or release a bargaining unit member who has accepted planned retirement from his/her obligation to retire at the requested date.

7. The retiree shall be permitted to continue participation in the health and dental insurance plans offered to active members of the BEA at his/her own expense with the following exceptions:

A. The Board will pay \$1,300.00 toward the cost of a single person health and/or dental insurance plan for planned retirees with twenty-five (25) years or more of full-time service to the District.

B. The Board will pay \$1,000.00 toward the cost of a single person health and/or dental insurance plan for planned retirees with 20-24 years of full-time service to the District.

C. The Board will pay \$700.00 toward the cost of a single person health and/or dental insurance plan for planned retirees with 15-19 years of full-time service to the District.

The health insurance plan available to retirees will be the one available to all bargaining unit members at the time of retirement.

8. All benefits provided to bargaining unit members under this plan shall automatically terminate upon the occurrence of either of the following:

A. The bargaining unit member is eligible for Medicare;

B. Death of a bargaining unit member; in such event, the benefits of this plan shall not vest in the bargaining unit member's estate.

9. No future amendment or termination of this planned retirement benefit shall affect any participant who chose this option before such amendment or termination.

### *Section 11.*

If, at the initiation of the Administration, a bargaining unit member agrees to teach a class in addition to the normal schedule of instructional class time for that bargaining unit member, during the school day/week, s/he will be paid additional compensation on a prorated basis. (A

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<sup>3</sup> Example: A bargaining unit member works full-time for her first 10 years in the bargaining unit and half-time for her last 10 years in the bargaining unit. The bargaining unit member occupies a step on the salary schedule that pays full-time bargaining unit members a \$60,000 salary, so the bargaining unit member's last actual salary is \$30,000. The bargaining unit member's full-time equivalent years equal 15. The bargaining unit member's last full-time equivalent salary is \$60,000. The bargaining unit member's retirement benefit is \$9,000 (1% x 15 x \$60,000).

request that a bargaining unit member 'volunteer' for an assignment shall be deemed initiated by the Administration.)

*Section 12.*

Notwithstanding any other provision in this Agreement, the amounts otherwise payable to a bargaining unit member under Article XVII (7), (8), (10) shall be reduced by such amount as is necessary to prevent the School District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.

**ARTICLE XVIII  
INSURANCE**

*Section 1.*

The District agrees to provide hospital-medical insurance coverage under the Anthem Blue Cross Blue Shield Access Blue-Site of Service for either the ABSOS 20/40/IKDED (07)-RX10/25/45-m10/40/70 Plan or the ABSOS 25/50/3KDED-RX10/25/45-M10/40/70 Plan and the District will pay its proportionate share of costs based on the premium cost of that coverage as set forth below. The prescription drug plans provided will include \$10/\$20/\$45 retail co-pays and \$10/\$40/70 mail in co-pays.

The Board will pay ninety-seven percent (97%) of the premium for ABSOS 25/50 /3KDED – RX10/25/45-M10/40/70 Plan for either single-person, two-person, or family hospital-medical insurance plan covering qualified bargaining unit members. In addition, the Board will be responsible for reimbursing the member for the increase in the standard deductible going from \$1,000/\$3,000 to the standard deductible of \$3,000/\$9,000. Accordingly, such members shall only be responsible for the first \$1,000/\$3,000 of this standard deductible. In the event the timing of the reimbursement of the additional deductible causes financial hardship for any such member, that member may request payment directly from the District with the understanding the member will immediately endorse the reimbursement check from the insurance company over to the District upon receipt.

The Board will pay the following percentages of the premium for the ABSOS 20/40 /IKDED (07)-RX10/25/45-M10/40/70 Plan for either single-person, two-person, or family hospital – medical insurance plan covering qualified bargaining unit members.

- Effective July 1, 2019 – 91.0%
- Effective July 1, 2020 – 90.0%

In case both the husband and wife are employed by the District, the District shall only pay one hundred percent (100%) of one premium for either a two-person or family hospital-medical and dental insurance plan, whichever plan is selected by said husband and wife. Married couples covered by the article shall also be eligible to receive one health insurance opt out payment.

It is further agreed that the Board may, in its sole discretion, with reasonable notice in advance to the Association, obtain such insurance from a different carrier, provided the benefits are comparable with those benefits provided by Blue Choice and, provided further, that any such change does not increase the premium costs above the Blue Choice premium rates in effect at the time the change is made.

*Section 2.*

Members of the bargaining unit shall be covered with Thirty Thousand Dollars (\$30,000.00) in group term life insurance, the cost of which shall be paid for by the Bow School District. It is

agreed by the parties that the Board shall have the sole right to determine which company provides such life insurance.

*Section 3.*

The District shall provide dental insurance under Northeast Delta Dental for each bargaining unit member, his/her spouse, and children. Coverage A will be at One Hundred Percent (100%), Coverage B will be at Eighty Percent (80%), Coverage C will be at Fifty Percent (50%), Coverage D will be at Fifty Percent (50%), with no deductible, and a \$1,000.00 maximum per person per year for Coverage A, B, and C. Coverage shall be outlined in Appendix D of the Agreement.

*Section 4.*

The District will pay 100% of the premium for long-term disability insurance. Insurance benefits for disabled bargaining unit members will begin after a 90-day elimination period or exhaustion of accumulated sick leave, whichever is greater. The amount of the benefits shall be 66 2/3% of the disabled bargaining unit member's salary, up to a maximum of \$5,000 per month. The benefit duration shall be as set forth in the current insurance policy or the equivalent.

*Section 5.*

Bargaining unit members on unpaid leave, or sabbatical, may continue to benefit from group rates at the member's own expense, if permitted by insurance companies.

*Section 6.*

Effective July 1, 2003, the District will offer bargaining unit members the option to enroll in domestic partner benefits in the medical and dental benefits plans offered by the District, as permitted by insurance companies, provided that the bargaining unit member and his/her domestic partner complete and submit all forms required by the medical benefits plans as outlined herein and will contribute toward the cost of their elected benefit plan at the rates set forth herein.

*Section 7.*

Retirees age sixty-five (65) and over shall be entitled to a District group supplemental insurance plan with prescription coverage at no cost to the employer.

**ARTICLE XIX  
GRIEVANCE PROCEDURE**

*Section 1 – Definition.*

1. A "grievance" is a claim by a bargaining unit member or group of unit members alleging that there has been a violation of any of the provisions of this Agreement. An "aggrieved unit member" is the person or persons making the claim. All time limits specified in this Article shall mean school days.
2. The Association may file a grievance on behalf of an individual bargaining unit member only with the consent of the bargaining unit member.
3. Grievances affecting all bargaining unit members in a building may be filed by the Association at Level A. Grievances affecting bargaining unit members District-wide may be filed by the Association at level B. (See Section 4).

4. For the purpose of processing grievances during summer recess, grievance timeline days shall mean workdays excluding weekends and holidays. The parties may extend timelines by written mutual consent.

*Section 2 - Purpose.*

The parties acknowledge that it is more desirable for a bargaining unit member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

*Section 3 – Right to Representation.*

A bargaining unit member covered by this Agreement shall have the right to have an Association representative present at any time.

*Section 4 – Formal Procedure.*

A grievance must be initiated within thirty (30) school days of the date of the event(s) which gives rise to the alleged grievance. The written grievance shall state the specified alleged violation or condition with reference to the Agreement. It shall also set forth names, dates and action requested to correct the grievance.

Level A. Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved bargaining unit member. Within five (5) days following such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to the Superintendent at Level B within five (5) days of the receipt of an answer given at this level, or, if no answer is given, within ten (10) days of its submission to this level.

Level B. Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then it may be referred to the School Board at Level C within five (5) days of the receipt of an answer given at this level.

Level C. Within twenty (20) days of the grievance being referred to this level, the School Board will conduct a hearing to examine the facts of the grievance. The School Board shall give its answer within five (5) days of any such meeting. If the grievance is not settled at this level, the Association has the right to submit the dispute to arbitration and shall so notify the School Board of its intent to do so within ten (10) days from receipt of the answer rendered at this level.

Level D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, the parties shall apply to the American Arbitration Association (AAA), or by mutual agreement, and select an arbitrator to hear the case under the rules and procedures of the AAA service. The scope of the arbitrator's authority shall be limited to interpretation and application of the terms of this agreement and issues of procedural and substantive arbitrability. S/he shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be binding on both parties, provided either party may appeal matters of law to an appropriate court. The parties agree to share equally in all expenses and fees of the arbitrator.

*Section 5.*

Time periods specified in this procedure may be extended by mutual agreement.

*Section 6.*

Once a grievance is reduced to writing, the Association shall have the right to be present, and to present its position at all meetings concerning said grievance, and shall receive a copy of all decisions rendered.

*Section 7.*

When a bargaining unit member is not represented by the Association in the processing of a grievance, the Administration shall inform the Association at the time the grievance is submitted in writing and of all meetings at any higher level.

*Section 8.*

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person or the Association to proceed to the next level.

*Section 9.*

The parties agree that bargaining unit members covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievance(s).

*Section 10.*

All documents, communications and records dealing with the processing of a grievance may be filed, but must be filed separately from the personnel files of the participants and shall not be forwarded or referred to in communication with any prospective employer unless it is requested by the bargaining unit member in writing.

*Section 11.*

No monetary claims, such as back wages, fringe benefits, etc., by any bargaining unit member covered by this Agreement of and by the Association against the Board shall be valid for a period prior to the date that the grievance was first discussed with the employer under the provisions of this Article XIX.

*Section 12.*

The following matters are excluded from the arbitration provisions of this Agreement:

- a. Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA 273-A;
- b. School Board action and policy not in conflict with the terms of this Agreement.
- c. Matters excluded by other provisions of this Agreement.



## **ARTICLE XX GENERAL**

### *Section 1.*

Individual bargaining unit member contracts shall be in the form annexed hereto as Appendix C.

All such individual contracts issued pursuant to RSA 189:39 shall be returned to the Superintendent or his representative no later than fourteen (14) calendar days following the receipt of the individual contract by the bargaining unit member.

If a master contract is not entered into between the Board and the Association by June 1 of any year, then the individual contracts for the next succeeding year which have been accepted and returned to the Superintendent shall be subject to cancellation by any bargaining unit member of the District no later than June 15 and not thereafter. Any bargaining unit member who has not returned a contract within the fourteen (14) calendar days set forth above shall be deemed to have rejected such contract thereby creating a vacancy for the next school year. If agreement on salaries for the forthcoming school year has not been finalized by the parties as a result of negotiations, it shall be specified in all individual contracts issued to members of the bargaining unit that any salary figure used in such individual contracts is subject to the completion of negotiations.

### *Section 2.*

Any bargaining unit member covered by this Agreement shall have the right to be represented by a representative of the Bow Education Association if any such bargaining unit member voluntarily wishes such representation. Nothing in the preceding sentence shall require a bargaining unit member to be so represented, except as may be in accordance with New Hampshire RSA 273-A and/or the other provisions of this Agreement and this section shall not be construed to in any way conflict with, enlarge or limit rights of representation set forth in Article XIX, entitled "Grievance Procedure."

### *Section 3.*

It is agreed by the parties hereto that all members of the bargaining unit, the Board and the Administration shall be provided with copies of this Agreement and that the cost of making and providing such copies shall be shared equally by the Association and the Board. The parties shall agree to the method of reproducing this Agreement.

### *Section 4.*

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary specific appropriations have been made. If the necessary funds for any specific agreements are not forthcoming in the amount requested by the Board, the Board and the Association shall resume negotiations regarding the specific matter affected.

### *Section 5.*

If disagreement arises between an Administrator and a bargaining unit member over an academic evaluation given a student by a bargaining unit member, then the Administrator and the bargaining unit member will meet to reach a mutually agreeable solution. If such solution cannot be reached, the final decision will rest with the Administrator. In the event the Administrator changes a bargaining unit member's academic evaluation of a student without the concurrence of the bargaining unit member, it shall be noted in the bargaining unit member's and

Administrator's file that it is the Administrator's academic evaluation of the student. The Board will be notified in writing by the Administration of such change.

**ARTICLE XXI  
SEPARABILITY**

*Section 1.*

This Agreement represents the entire Agreement between the parties and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

If any provision of any section of an article of this Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such section shall not be deemed valid and subsisting, but all other sections and articles of this Agreement will continue in full force and effect. The parties agree that if a section of this Agreement becomes invalid, they shall meet to negotiate with respect to same.

**ARTICLE XXII  
DURATION**

The provisions of this Agreement will be effective on July 1, 2019 and shall continue and remain in full force and effect through June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Witness:**

**Bow Education Association:**

Date: \_\_\_\_\_

\_\_\_\_\_  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
Negotiations Chairperson

**Bow School Board:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

## APPENDIX A-1

### 2019-2020

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$38,868	\$40,034	\$41,235	\$43,296	\$44,595	\$45,933
2	\$40,427	\$41,638	\$42,889	\$45,034	\$46,385	\$47,776
3	\$42,048	\$43,310	\$44,610	\$46,839	\$48,245	\$49,691
4	\$43,729	\$45,043	\$46,393	\$48,712	\$50,175	\$51,680
5	\$45,483	\$46,846	\$48,252	\$50,665	\$52,186	\$53,752
6	\$47,303	\$48,721	\$50,182	\$52,691	\$54,273	\$55,901
7	\$49,192	\$50,666	\$52,187	\$54,796	\$56,441	\$58,134
8	\$51,156	\$52,690	\$54,272	\$56,985	\$58,695	\$60,454
9	\$53,195	\$54,790	\$56,435	\$59,255	\$61,033	\$62,866
10	\$55,318	\$56,977	\$58,687	\$61,620	\$63,470	\$65,375
11	\$57,520	\$59,246	\$61,023	\$64,073	\$65,994	\$67,975
12	\$59,810	\$61,605	\$63,455	\$66,626	\$68,626	\$70,684
13	\$62,202	\$64,069	\$65,993	\$69,292	\$71,370	\$73,511
14	\$64,689	\$66,633	\$68,633	\$72,063	\$74,225	\$76,452

### 2020-2021

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$39,645	\$40,835	\$42,060	\$44,162	\$45,487	\$46,852
2	\$41,236	\$42,471	\$43,747	\$45,935	\$47,313	\$48,732
3	\$42,889	\$44,176	\$45,502	\$47,776	\$49,210	\$50,685
4	\$44,604	\$45,944	\$47,321	\$49,686	\$51,179	\$52,714
5	\$46,393	\$47,783	\$49,217	\$51,678	\$53,230	\$54,827
6	\$48,249	\$49,695	\$51,186	\$53,745	\$55,358	\$57,019
7	\$50,176	\$51,679	\$53,231	\$55,892	\$57,570	\$59,297
8	\$52,179	\$53,744	\$55,357	\$58,125	\$59,869	\$61,663
9	\$54,259	\$55,886	\$57,564	\$60,440	\$62,254	\$64,123
10	\$56,424	\$58,117	\$59,861	\$62,852	\$64,739	\$66,683
11	\$58,670	\$60,431	\$62,243	\$65,354	\$67,314	\$69,335
12	\$61,006	\$62,837	\$64,724	\$67,959	\$69,999	\$72,098
13	\$63,446	\$65,350	\$67,313	\$70,678	\$72,797	\$74,981
14	\$65,983	\$67,966	\$70,006	\$73,504	\$75,710	\$77,981

**2021-2022**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$40,438	\$41,652	\$42,901	\$45,045	\$46,397	\$47,789
2	\$42,061	\$43,320	\$44,622	\$46,854	\$48,259	\$49,707
3	\$43,747	\$45,060	\$46,412	\$48,732	\$50,194	\$51,699
4	\$45,496	\$46,863	\$48,267	\$50,680	\$52,203	\$53,768
5	\$47,321	\$48,739	\$50,201	\$52,712	\$54,295	\$55,924
6	\$49,214	\$50,689	\$52,210	\$54,820	\$56,465	\$58,159
7	\$51,180	\$52,713	\$54,296	\$57,010	\$58,721	\$60,483
8	\$53,223	\$54,819	\$56,464	\$59,288	\$61,066	\$62,896
9	\$55,344	\$57,004	\$58,715	\$61,649	\$63,499	\$65,405
10	\$57,552	\$59,279	\$61,058	\$64,109	\$66,034	\$68,017
11	\$59,843	\$61,640	\$63,488	\$66,661	\$68,660	\$70,722
12	\$62,226	\$64,094	\$66,018	\$69,318	\$71,399	\$73,540
13	\$64,715	\$66,657	\$68,659	\$72,092	\$74,253	\$76,481
14	\$67,303	\$69,325	\$71,406	\$74,974	\$77,224	\$79,541

**In all years listed above, Registered Nurses are paid on the BA track of the salary schedule.**

**APPENDIX A-2  
LONGEVITY**

Bargaining unit members who have completed ten (10) years of service will begin to receive longevity in the year after reaching the top salary step in accordance with the following longevity schedule. Bargaining unit members who are hired after June 30, 2006 and have completed ten (10) consecutive years of employment with the District and are at the top of the salary schedule shall receive longevity in accordance with the following schedule. Bargaining unit members who are hired after June 30, 2006 and work less than full-time will receive longevity on a pro rata basis in accordance with their employment in the year they receive said longevity.

**LONGEVITY  
2019-20 LONGEVITY SCHEDULE**

<u>Yrs. Of Service</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
10-15	\$ 2,000	\$ 2,000	\$ 2,100	\$ 2,500	\$ 2,600	\$ 2,700
16-20	\$ 2,000	\$ 2,100	\$ 2,200	\$ 2,700	\$ 2,800	\$ 2,900
21-25	\$ 2,000	\$ 2,200	\$ 2,400	\$ 3,000	\$ 3,100	\$ 3,200
26-30	\$ 2,000	\$ 2,500	\$ 2,600	\$ 3,100	\$ 3,300	\$ 3,500
31+	\$ 2,000	\$ 2,700	\$ 2,900	\$ 3,300	\$ 3,500	\$ 3,700

### 2020-21 LONGEVITY SCHEDULE

<u>Yrs. Of</u> <u>Service</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
10-15	\$ 2,100	\$ 2,100	\$ 2,200	\$ 2,600	\$ 2,700	\$ 2,800
16-20	\$ 2,100	\$ 2,200	\$ 2,300	\$ 2,800	\$ 2,900	\$ 3,000
21-25	\$ 2,100	\$ 2,300	\$ 2,500	\$ 3,100	\$ 3,200	\$ 3,300
26-30	\$ 2,100	\$ 2,600	\$ 2,700	\$ 3,200	\$ 3,400	\$ 3,600
31+	\$ 2,100	\$ 2,800	\$ 3,000	\$ 3,400	\$ 3,600	\$ 3,800

### 2021-22 LONGEVITY SCHEDULE

<u>Yrs. Of</u> <u>Service</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
10-15	\$ 2,200	\$ 2,200	\$ 2,300	\$ 2,700	\$ 2,800	\$ 2,900
16-20	\$ 2,200	\$ 2,300	\$ 2,400	\$ 2,900	\$ 3,000	\$ 3,100
21-25	\$ 2,200	\$ 2,400	\$ 2,600	\$ 3,200	\$ 3,300	\$ 3,400
26-30	\$ 2,200	\$ 2,700	\$ 2,800	\$ 3,300	\$ 3,500	\$ 3,700
31+	\$ 2,200	\$ 2,900	\$ 3,100	\$ 3,500	\$ 3,700	\$ 3,900

Each stipend is derived from the BA minimum salary and is identified as a percentage of that figure. The percentage of base and stipends for athletic extracurricular activities are listed below. The percentages of base for non-athletic extracurricular stipends are derived using the Non-Athletic Extracurricular Rubric as set forth below. The BA minimum salaries for each year are provided by the chart below as a reference and correspond to the BA minimum salaries listed in Appendix A-1.

#### Non-Athletic Extracurricular Activities

For all non-athletic extracurricular activities/clubs, a joint committee, comprised of the building Principal (or their designee) and two BEA representatives, shall be formed at each school to determine how the funds appropriated by the Board for approved non-athletic extracurricular activities shall be equitably allocated within that building in accordance with the Non-Athletic Rubric as set forth below.

The creation or elimination of any athletic or non-athletic extracurricular activity shall require the approval of the Superintendent. Disputes over the amount of the stipend allocated by the Committee shall not be subject to the grievance process but may be appealed to the Superintendent whose decision shall be final and binding.

**APPENDIX B  
EXTRACURRICULAR SALARY SCHEDULES**

The Board shall fund a minimum of the following amounts in each year of this contract per building for non-athletic extracurricular activities:

<b>School</b>	<b>2019-20 (\$91,000)</b>	<b>2020-21 (\$92,820)</b>	<b>2021-22 (\$94,676)</b>
Bow High School	\$47,823	\$48,780	\$49,756
Bow Memorial School	\$32,325	\$32,971	\$33,631
Bow Elementary School	\$10,852	\$11,069	\$11,290

In any given year, funds not allocated by the designated school may be granted to another school in the District, as needed, to fund approved non-athletic extracurricular activities/clubs.

<b>Rubric for Non-Athletic Extracurricular Activities/Clubs</b>				
<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
Stipend: 1.305% of the BA Base Salary*	Stipend: 2.610% of the BA Base Salary*	Stipend: 3.915% of the BA Base Salary*	Stipend: 6.526% of the BA Base Salary*	Stipend: Determined by Administration with consideration to past practice*
<p>A group that:</p> <ul style="list-style-type: none"> <li>● Unites students with a common interest</li> <li>● Has a minimum of eight (8) members attending meetings regularly</li> <li>● Meets for a minimum of eight (8) hours a year</li> <li>● Meets primarily during contracted hours</li> <li>● May or may not require planning, preparation and feedback from advisor; role is more supervisory in nature</li> <li>● Approved by Administration</li> </ul>	<p>A group that:</p> <ul style="list-style-type: none"> <li>● Unites students with a common interest</li> <li>● Has a minimum of eight (8) members attending meetings regularly</li> <li>● Meets for a minimum of eight (8) hours a year</li> <li>● May meet occasionally outside of contracted hours</li> <li>● May or may not require planning, preparation and feedback from advisor; role is more instructional than supervisory</li> <li>● Approved by Administration</li> </ul>	<p>A group that:</p> <ul style="list-style-type: none"> <li>● Unites students with a common interest</li> <li>● Has a minimum of fifteen (15) members attending meetings regularly</li> <li>● Meets for a minimum of twenty (20) hours a year</li> <li>● Plans an event within the school or outside of the school</li> <li>● Requires planning, preparation and feedback from advisor</li> <li>● Approved by Administration</li> </ul>	<p>A group that</p> <ul style="list-style-type: none"> <li>● Unites students with a common interest and has a stated purpose</li> <li>● Has requirements for membership</li> <li>● Has a minimum of twenty (20) members attending meetings regularly</li> <li>● Meets for a minimum of thirty (30) hours a year</li> <li>● Engages in outside event(s) or competition(s)</li> <li>● Has some sort of community service requirement and/or adds significant value to school community</li> <li>● Requires extensive planning, preparation and feedback from advisor</li> <li>● Approved by Administration</li> </ul>	<p>A group/person whose responsibilities provide a substantial benefit to the school and/or District. This level requires a separate negotiated stipend due to responsibilities that are outside the scope of Levels 1-4.</p>

\*Stipends are derived from the following BA base salaries: 2019-2020: \$38,868; 2020-2021: \$39,645; 2021-2022: \$40,438.00.

All activities must be funded at the fully allocated amount. If sufficient funds are not available, Administration will determine which groups will and will not be funded during the school year with the counsel of at least two BEA representatives.

- Stipends for extracurricular activities / clubs might not be allocated until the second year of the activity.
- If the number of participants for an activity/clubs exceeds 25 (or another number deemed a safety or management concern), a paid assistant or paid co-advisor may be added at the discretion of Administration.
- An advisor for activities/clubs of all levels (both existing and proposed) must submit an Extracurricular Request Form to Administration for the following school year. An advisor for activities / clubs of all levels must also submit an Extracurricular Summary Form to Administration detailing the specifics of the current year's activity. The deadline for these forms will be established by the building Administrators.

**Extracurricular Salary Schedule**

**Bow Memorial School**

<u>Interscholastic Activities</u>		<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
Base		\$38,868	\$39,645	\$40,438
		<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
	<b>Percent of</b>			
	<b>Base</b>	<b>Stipend</b>	<b>Stipend</b>	<b>Stipend</b>
Field Hockey	4.961%	\$1,928	\$1,967	\$2,006
Boys Soccer	4.961%	\$1,928	\$1,967	\$2,006
Girls Soccer	4.961%	\$1,928	\$1,967	\$2,006
Baseball	4.961%	\$1,928	\$1,967	\$2,006
Softball	4.961%	\$1,928	\$1,967	\$2,006
Boys Track & Field	4.961%	\$1,928	\$1,967	\$2,006
Girls Track & Field	4.961%	\$1,928	\$1,967	\$2,006
Boys Basketball	6.049%	\$2,351	\$2,398	\$2,446
Girls Basketball	6.049%	\$2,351	\$2,398	\$2,446
Boys Lacrosse	4.961%	\$1,928	\$1,967	\$2,006
Girls Lacrosse	4.961%	\$1,928	\$1,967	\$2,006
Cross Country (Boys)	3.916%	\$1,522	\$1,552	\$1,584
Cross Country (Girls)	3.916%	\$1,522	\$1,522	\$1,584
Cross Country Assistant (Boys)	1.958%	\$761	\$776	\$792
Cross Country Assistant (Girls)	1.958%	\$761	\$776	\$792

**Bow High School**

<u>Interscholastic Activities</u>		<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
Base		\$38,868	\$39,645	\$40,438
		<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
	<b>Percent of</b>			
	<b>Base</b>	<b>Stipend</b>	<b>Stipend</b>	<b>Stipend</b>
Football (Head)	14.000%	\$5,442	\$5,550	\$5,661
Men's Basketball (Varsity)	14.000%	\$5,442	\$5,550	\$5,661
Women's Basketball (Varsity)	14.000%	\$5,442	\$5,550	\$5,661
Hockey (Varsity)	14.000%	\$5,442	\$5,550	\$5,661
Baseball (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Alpine Skiing (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Nordic Skiing (Varsity) (per coach)	10.000%	\$3,887	\$3,965	\$4,044
Swimming Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Men's Track (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Women's Track (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Winter Track (Varsity)	9.000%	\$3,498	\$3,568	\$3,639
Softball (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Men's Lacrosse (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Women's Lacrosse (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Men's Soccer (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Women's Soccer (Varsity)	10.000%	\$3,887	\$3,965	\$4,044



Field Hockey (Varsity)	10.000%	\$3,887	\$3,965	\$4,044
Wrestling (Varsity)	12.000%	\$4,664	\$4,757	\$4,853
Men's Cross Country (Varsity)	9.000%	\$3,498	\$3,568	\$3,639
Women's Cross Country (Varsity)	9.000%	\$3,498	\$3,568	\$3,639
Men's Tennis	9.000%	\$3,498	\$3,568	\$3,639
Women's Tennis	9.000%	\$3,498	\$3,568	\$3,639
Assistant Football (per coach)	7.396%	\$2,875	\$2,932	\$2,991
Men's Basketball JV	9.136%	\$3,551	\$3,622	\$3,694
Women's Basketball JV	9.136%	\$3,551	\$3,622	\$3,694
Men's Soccer JV	6.701%	\$2,605	\$2,657	\$2,710
Women's Soccer JV	6.701%	\$2,605	\$2,657	\$2,710
Men's Lacrosse JV	6.701%	\$2,605	\$2,657	\$2,710
Women's Lacrosse JV	6.701%	\$2,605	\$2,657	\$2,710
Field Hockey JV	6.701%	\$2,605	\$2,657	\$2,710
Wrestling JV	8.000%	\$3,109	\$3,172	\$3,235
Softball JV	6.701%	\$2,605	\$2,657	\$2,710
Baseball JV	6.701%	\$2,605	\$2,657	\$2,710
Hockey Assistant	8.000%	\$3,109	\$3,172	\$3,235
Spirit - Fall	7.000%	\$2,721	\$2,775	\$2,831
Spirit - Winter	7.000%	\$2,721	\$2,775	\$2,831
Golf	5.000%	\$1,943	\$1,982	\$2,022
Track Assistant (per coach)	5.000%	\$1,943	\$1,982	\$2,022
Baseball Assistant (Varsity)	5.000%	\$1,943	\$1,982	\$2,022
Softball Assistant (Varsity)	5.000%	\$1,943	\$1,982	\$2,022
Alpine Skiing Assistant (Varsity)	5.000%	\$1,943	\$1,982	\$2,022

The Administration may include new positions during the life of the contract if funded by the School Board. The salary category will be determined by the Administration and reviewed during the negotiations for the next master contract period. If this schedule results in a lower salary for any person under contract, s/he will be held harmless at the higher level.

\*Any Appendix B reduction to the percent of base will not be effective for any person holding that position from the conclusion of the 2008-09 school year. These reductions affect only Head Varsity Football. Any new person taking that position after the conclusion of the 2008-09 school year will be paid the stipend listed in Appendix B.

**APPENDIX C**  
**BOW SCHOOL DISTRICT**  
**PROFESSIONAL EMPLOYEE CONTRACT**

AGREEMENT MADE effective  
hereinafter called the District, and  
Employee.

, by and between the Bow School District,  
, hereinafter called the Professional

1. The District agrees to employ the Professional Employee for the ensuing year from year [within timeframe allowed by Master Agreement], at a salary of \$ (S, T) paid in (22) or (26) (circle one) installments commencing . (Does the Professional Employee wish a lump sum payment in June?) \_\_\_ Yes \_\_\_ No.

[Professional Employee shall be paid bi-weekly in equal installments of either one/twenty-second (1/22<sup>nd</sup>) or one/twenty-sixth (1/26<sup>th</sup>) of their annual salary. Professional Employees must notify the Superintendent in writing as to whether they wish to be paid on the basis of one/twenty-second (1/22<sup>nd</sup>) or one/twenty-sixth (1/26<sup>th</sup>) of their annual salary when their individual contracts for the coming year are returned, but in no event later than August 1<sup>st</sup>. Professional Employees electing to be paid on the basis of one/twenty-sixth (1/26<sup>th</sup>) of their annual salary shall have the option of receiving the balance of any salary due in a lump sum at the close of the school year in June or have any such balance mailed to them in equal bi-weekly payments during the summer; provided, however, that such option with respect to payment during the summer is contingent upon the Professional Employee making such selection and notifying the Superintendent of same when that individual Professional Employee's contract is returned. If the Superintendent has not been notified in writing of the Professional Employee's selection of the method of payment of that Professional Employee's salary for the coming school year on or before August 1<sup>st</sup>, the Professional Employee will be paid on the basis of one/twenty-second (1/22<sup>nd</sup>) of that Professional Employee's annual salary for the coming school year.]

2. The Professional Employee agrees to work for the District for said period and agrees to conform to and carry out all laws and lawful rules and regulations, which may be enacted relative to the conduct of the school and Professional Employees.

3. It is mutually agreed:

- A. That the school year is not to be in excess of 187 school days and other days devoted to school and educational work [Timeframe allowed by Master Agreement.]
- B. That the Professional Employee may be assigned only to such position as the Professional Employee is qualified and certified/licensed by the State Board of Education or other licensing/permit agency to occupy.
- C. That the District may, without liability, terminate this contract in accordance with the Master Contract, for failure to maintain the competency standards of the District, insubordination or immorality; and this contract shall become void, subject to appeal, if the Professional Employee is removed by the Superintendent or if the Professional Employee's certificate, license, or permit is revoked.

- D. That the contract is void unless the Professional Employee holds a valid credential to work in the position for which s/he has been employed and in which s/he is working.
- E. That, except as provided in “C”, “D”, and “H”, this contract may not be terminated at any time prior to its expiration without the consent of both parties.
- F. That the District and the Professional Employee agree to be bound by all present and subsequent legislation made by the New Hampshire legislature, and all administrative rulings having the effect of that law.
- G. This individual contract shall be returned to the Superintendent or his/her representative no later than fourteen (14) calendar days following the receipt of the individual contract by the Professional Employee. Any Professional Employee who has not returned a contract within the fourteen (14) calendar days set forth above shall be deemed to have rejected such contract thereby creating a vacancy for the next school year.
- H. That it is agreed by the parties hereto that if a Master Contract is agreed to by and between the Bow School Board and the Bow Education Association, then that Master Contract shall take precedence over this individual employment contract and where any terms are inconsistent as between the Master Contract and this individual contract, the terms of the Master Contract shall control. It is further agreed that if a Master Contract is not accepted by the Bow School Board and the Bow Education Association by June 1<sup>st</sup>, then this individual employment contract shall be subject to cancellation by the Professional Employee as employment contract has not been so canceled by the Professional Employee as of June 15<sup>th</sup>, this individual contract shall be valid and binding on the parties hereto and the nonexistence of a Master Contract will not impair nor in any way affect the validity of this Contract.

IN WITNESS WHEREOF the parties hereto have set their hands.

BOW SCHOOL DISTRICT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Professional Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Chair

## APPENDIX D

### DENTAL COVERAGE

#### Coverage A Services

- **Diagnostic** – Evaluations twice in a plan year; full-mouth/panorex x-rays once in a three-year period; bitewing x-rays once in each 12-month period; x-rays of individual teeth as necessary.
- **Preventive** – Cleaning four times in a plan year; fluoride twice in a 12-month period through age 18; space maintainers through age 15; sealants for children through age 18.

#### Coverage B Services

- **Restorative** – Amalgam (silver) and resin (white) fillings (anterior and posterior teeth).
- **Oral Surgery** – Surgical and routine extractions.
- **Endodontics** – Root canal therapy.
- **Periodontics** – Treatment of gum disease; periodontal prophylaxis (cleaning). Only four cleanings are covered in a plan year. These can be routine (Coverage A) and/or periodontal (Coverage B) but are limited to a total of four cleanings.
- **Denture Repair** – Repair of removable dentures.
- **Emergency Treatment**

#### Coverage C Services

- **Prosthodontics** – Bridges, partial and complete dentures; rebase and relines; crowns; onlays; implants. Delta Dental will replace teeth missing before the effective date of a Delta Dental Plan. Full contract benefits are provided.

#### Coverage D Services

- **Orthodontics** – Correction of crooked teeth for dependent children to age 19. Coverage D has a separate lifetime maximum.

Delta Dental allows coverage for orthodontic cases in progress when the patient becomes eligible for Coverage D, as long as the patient is still under active treatment (bands).

**APPENDIX E**  
**TO**  
**BOW SCHOOL DISTRICT / BOW EDUCATION ASSOCIATION**  
**COLLECTIVE BARGAINING AGREEMENT**  
**DATED JULY 1, 2019**

**SAU #67**

**BOW SCHOOL DISTRICT**  
**DIFFERENTIATED TEACHER**  
**EVALUATION PLAN**

## PHILOSOPHY STATEMENT

The purpose of the Differentiated Teacher Evaluation Plan is to improve the quality of teaching and student learning. Evaluation should stimulate and guide bargaining unit members' continued learning and growth by emphasizing strengths and providing assistance to improve deficiencies within a reasonable time. The process must be continuous and constructive and must take place in an atmosphere of mutual trust and respect.

Experienced bargaining unit members need to be provided the opportunity for self-assessment, reflection, and collegial support. Beginning bargaining unit members and experienced bargaining unit members having difficulty require more supervision, direction, and support. The concept of a differentiated evaluation system has been developed with these differences in mind.

There are three components in the Differentiated Teacher Evaluation Plan:

### 1) Level One

Level One is for beginning bargaining unit members (those not meeting the experience or certification requirements for Level Two) or experienced bargaining unit members who are identified by their administrator as needing additional supervision, direction and support. This level is designed on annual goal setting, multiple observations and annual summative evaluations.

### 2) Level Two

Level Two is for experienced educators and is designed to provide opportunities for self-assessment, reflection, and collegial support. This level is designed on the three-year professional development and evaluation cycle. Educators who have achieved continuing contract status in the Bow School District in accordance with NH RSA 189:14-a shall be moved to this level. Notwithstanding the foregoing, all professional employees hired on or before June 30, 2019 shall be grandfathered and are eligible to be moved to Level Two if they have obtained a New Hampshire Experienced Educator certificate and have been employed by the Bow School District for at least three (3) years (or have been employed by the Bow School District for two years, but have previously been employed by another New Hampshire District for three (3) years

### 3) Performance Improvement Plan

The Performance Improvement Plan is for those bargaining unit members who are not adequately fulfilling, or are having difficulty fulfilling, the requirements of acceptable teaching practices. This level is additional to the evaluation procedures of Level One and has specific steps outlined for the creation of an individual Performance Improvement Plan.

Teacher Evaluation, Article XIII, of this master agreement contains provisions related to this appendix. Teacher Rights, Article VII has additional provisions surrounding complaints and discipline procedures.

**DIFFERENTIATED TEACHER EVALUATION PLAN**  
**Level One**

Components:

A. Goal Setting:

Working collaboratively with the building administrator at the beginning of the school year, bargaining unit members will set reasonable performance and professional goals to improve, change, and enrich instructional practice. These goals will align with the bargaining unit member's Professional Development Plan three-year individual goals. At this meeting, expectations for the portfolio will also be discussed.

B. Classroom Observations:

When possible, bargaining unit members will have a minimum of three (3) classroom observations per year. An observation should last for one complete lesson - up to 90 minutes unless a different time frame is mutually agreed upon. Two of the three observations will be unannounced. Unannounced observations will have a post conference. Announced observations are scheduled in advance and will have a pre and post conference. If both bargaining unit member and evaluator agree, the pre-observation form may be used in lieu of the pre-conference. Observations are documented and become part of the bargaining unit member's personnel file.

An bargaining unit member shall be given a draft copy of any formal observation report prepared by his/her supervisor before any conference is held to discuss it. If the bargaining unit member is dissatisfied with this observation conference, s/he may request an additional conference. Thereafter, the bargaining unit member shall sign the final report. Such signature shall indicate only that the report has been read and understood by the bargaining unit member and in no way indicates agreement with the contents thereof. The bargaining unit member may submit a written response to the report. The report and any response becomes part of the bargaining unit member's personnel file.

Those bargaining unit members whose major responsibility is not teaching, including Media Generalists, Guidance Counselors, and School Nurses, may have an interim Summative Conference and an interim Summative Written Report in place of classroom observations.

C. Professional Opportunities:

Each bargaining unit member will incorporate professional opportunities as approved by Administration in order to implement his or her individual goals. Appropriate documentation, including the Annual Professional Development Log of hours, will be included in a portfolio that each bargaining unit member will keep. The bargaining unit member's portfolio will be reviewed during the summative conference.

D. Professional Portfolio:

Each bargaining unit member will create and maintain a professional growth portfolio. Information to be collected will include documentation of completed professional opportunities, required reflection(s) on those opportunities, as well as any additional information the bargaining unit member wishes to include. The portfolio should be organized according to the four major areas of the Guidelines for Certified Staff. The portfolio is an opportunity to present relevant additional evidence or artifacts that were not observed by the administrator. Examples of evidence that the portfolio could include, but is not limited to, are unit plans, curriculum documents, classroom assessment reports, rubrics, samples of student work with feedback, evidence of modification or differentiation of instruction, classroom management/discipline procedures, individual behavior plans, logs of parent contacts, samples of parent communications, sample lessons or activities, and evidence of participation in professional or school activities.

E. Summative Conference:

Prior to the Administrator preparing the written summative report, a summative conference between the Administrator and the bargaining unit member will take place. The summative conference is a review of previously collected/shared information. Data from formal classroom observations, walk-throughs, the professional portfolio, and the annual goals process will serve as the basis for this review. During the conference, the bargaining unit member will have an opportunity to explain how the information and/or material reflect on his/her performance and respond to any questions the administrator may have. Each bargaining unit member will have the opportunity to provide additional information that s/he wishes to be considered after the conference concludes.

Prior to the last scheduled day of the school year, the Administrator completes the process by writing the Summative Evaluation (using the format for an Annual Evaluation for Level One provided in this appendix) and submitting it to the bargaining unit member. The narrative should be based on the evidence collected by both the bargaining unit member and the Administrator and the discussion(s) about these artifacts.

The bargaining unit member will be given an opportunity to submit a written response to the Summative Report. The Summative Report, and any response, becomes part of the bargaining unit member's personnel file. If the bargaining unit member is dissatisfied with this summative report, s/he may request an additional conference. Thereafter, the bargaining unit member shall sign the report. Such signature shall indicate only that the report has been read and understood by the bargaining unit member and does not necessarily indicate agreement with the contents thereof.



## **DIFFERENTIATED TEACHER EVALUATION PLAN**

### **Level Two**

#### Components:

##### A. Goal Setting – Three-year Cycle:

Working collaboratively with the building administrator at the beginning of the three-year professional development cycle, bargaining unit members will set reasonable professional goals with yearly strategies to improve, change, and enrich instructional practice.

##### B. Classroom Observations – Three-Year Cycle:

Bargaining unit members at Level Two will have one formal classroom observation during a three-year cycle. The bargaining unit member may select to have this observation announced or unannounced. An observation should last for one complete lesson - up to 90 minutes unless a different time frame is mutually agreed upon. Unannounced observations will have a post conference. Announced observations are scheduled in advance and will have a pre and post conference. If both bargaining unit member and evaluator agree, the pre-observation form may be used in lieu of the pre-conference. Observations are documented and become part of the bargaining unit member's personnel file.

A bargaining unit member shall be given a draft copy of any formal observation report prepared by his/her supervisor before any conference is held to discuss it. If the bargaining unit member is dissatisfied with this observation conference, s/he may request an additional conference. Thereafter, the bargaining unit member shall sign the final report. Such signature shall indicate only that the report has been read and understood by the bargaining unit member and in no way indicates agreement with the contents thereof. The bargaining unit member may submit a written response to the report. The report and any response becomes part of the bargaining unit member's personnel file.

Those bargaining members whose major responsibility is not teaching, including Media Generalists, Guidance Counselors, and School Nurses, may have an interim Summative Conference and an interim Summative Written Report in place of classroom observations.

##### C. Professional Opportunities:

During the Three-Year Cycle, emphasis should be placed on job-embedded opportunities that engage the bargaining unit member in self-assessment, reflection, and collegial activities. Job-embedded professional development is learning that occurs as bargaining unit members and administrators engage in their daily work activities and that result in increased skill and knowledge needed to assist students to reach high standards. It is the documented professional learning that occurs in the course of the educator's work. It often includes educators sharing what they have learned, reflecting on specific work experiences to uncover new understanding, and listening to colleagues share best practices while trying out new programs or planning or implementing a project (Professional Development Master Plan, SAU 67).

Each bargaining unit member will incorporate professional development opportunities as approved by Administration in order to implement his or her professional development individual goals and strategies. Appropriate documentation, including the Annual Professional Development Log of hours, will be included in a portfolio that each bargaining unit member will keep. The bargaining unit member's portfolio will be reviewed during the summative conference.

D. Professional Portfolio:

Each bargaining unit member will create and maintain a professional growth portfolio. Information to be collected will include documentation of completed professional opportunities as well as any additional information the bargaining unit member wishes to include. The portfolio should be organized around the three-year professional development goals and will not necessarily include, or be limited to, evidence from the four areas of the Danielson model.

E. Formative Conferences:

During years one and two of the three-year plan, a yearly formative conference will take place between the Administrator and bargaining unit member. At this conference the Annual Log of Professional Development Hours will be reviewed as well as the three-year professional development goals and yearly strategies. Any changes to the goals or strategies should be documented by the bargaining unit member and included in the Professional Portfolio.

F. Summative Conference:

Prior to the Administrator preparing the three-year written summative report, a summative conference between the Administrator and the bargaining unit member will take place. The summative conference is a review of previously collected/shared information. Data from formal classroom observations, walk-throughs, the professional portfolio, and the 3-Year professional development goal process will serve as the basis for this review. During the conference, the bargaining unit member will have an opportunity to explain how the information and/or material reflect on his/her performance and respond to any questions the administrator may have. If needed, each bargaining unit member will have the opportunity to provide additional information that s/he wishes to be considered after the conference concludes.

Prior to the last scheduled day of the school year, the Administrator completes the process by writing the Summative Evaluation (using the format for a three-year evaluation provided in this appendix) and submitting it to the bargaining unit member. The narrative should be based on the evidence collected by both the bargaining unit member and the Administrator and the discussion(s) about these artifacts.

The bargaining unit member will be given an opportunity to submit a written response to the Summative Report. The Summative Report, and any response, becomes part of the bargaining unit member's personnel file. If the bargaining unit member is dissatisfied with this summative report, s/he may request an additional conference. Thereafter, the bargaining unit member shall sign the report. Such signature shall indicate only that the

report has been read and understood by the bargaining unit member and does not necessarily indicate agreement with the contents thereof.

## **DIFFERENTIATED TEACHER EVALUATION PLAN**

### **Changes in Assignment of Levels**

An administrator may move an experienced bargaining unit member from Level Two to Level One of this plan. Prior to this action being taken, the administrator must communicate in writing at least 10 calendar days prior to the conference that there are concerns that could result in a change in levels. At the conference where the level will be changed, the administrator will identify and communicate, in writing, areas of concern to help the bargaining unit member in setting annual goals to start the Level One process. This communication will be placed in the bargaining unit member's personnel file.

An experienced bargaining unit member's placement on Level One of the plan will be reviewed as part of the annual summative conference of Level One. At that time, the placement on Level One may be continued, or the bargaining unit member may be returned to Level Two. This decision will be communicated as part of the written annual summative report.

An experienced bargaining unit member who has been placed on Level One and completed at least one calendar year at that level, and is having difficulty fulfilling requirements of acceptable teaching practices, may be placed on a Performance Improvement Plan.

## **DIFFERENTIATED TEACHER EVALUATION PLAN**

### **Performance Improvement Plan**

A Performance Improvement Plan is intended for those bargaining unit members who are not adequately fulfilling or are having difficulty fulfilling the requirements of acceptable teaching practices. The intent of this program is to assist the bargaining unit member in meeting the standards of acceptable instruction, effective class management, or other components of teaching (see Guidelines for Certified Staff). When a bargaining unit member is placed on this level, the Administrator will notify the bargaining unit member of the problem and provide recommendations for improvement using the following format:

1. The Administrator will notify the bargaining unit member in writing that s/he will be placed on a Performance Improvement Plan and will identify specific areas of weakness to be addressed.
2. The Administrator will meet with the bargaining unit member within ten (10) working days after the written notice to communicate the areas of weakness and advise the bargaining unit member as to why such weaknesses are unacceptable. The Administrator will discuss with the bargaining unit member a variety of suggestions, approaches, strategies, and behaviors that are acceptable educational practices to remediate the problem. The Administrator may also recommend specific activities that the bargaining unit member would participate in to improve the targeted areas. The administrator will identify data sources that will be used to evaluate improvement.
3. At this meeting, a Performance Improvement Plan Form will be completed collaboratively by the bargaining unit member and the Administrator. Copies of this Improvement Plan will be placed in the bargaining unit member's file and given to the bargaining unit member.
4. An experienced bargaining unit member who has previously been on Level Two, whose performance has become unsatisfactory or who is experiencing difficulty, will be placed on a Performance Improvement Plan only after at least one calendar year on Level One. The requirements of Level One will continue in addition to the requirements of the Performance Improvement Plan. The goal of the Performance Improvement Plan is to address deficiencies in performance and focus on improved instruction and student learning. Failure to remediate identified issues may result in non-renewal of the bargaining unit member's contract.
5. Periodic meetings will be held between the Administrator and the bargaining unit member to review progress on the Performance Improvement Plan. A bargaining unit member will have 90 school days to demonstrate improvement.

At the end of 90 school days, the administrator will meet with the bargaining unit member for a summative conference on the improvement plan and may determine that the bargaining unit member:

- has demonstrated improvement and will go off the Improvement Plan and continue with Level One.

- has demonstrated limited improvement and will continue on the Improvement Plan for an additional 90 days. An improvement plan can only be extended one time.
- has not demonstrated sufficient improvement and will be recommended for non-renewal.

A letter indicating this decision will be placed in the bargaining unit member's file, and a copy will be given to the bargaining unit member.

The process of non-renewal of any bargaining unit member will adhere to state law which is presently 189:14-a.

## **GUIDELINES FOR CERTIFIED STAFF**

### **1. PLANNING AND PREPARATION**

- A. Knowledge of content and pedagogy
- B. Knowledge of students
- C. Selecting instructional goals
- D. Knowledge of resources
- E. Designing coherent instruction
- F. Assessing student learning

### **2. THE CLASSROOM ENVIRONMENT**

- A. Creating an environment of respect and rapport
- B. Establishing a culture for learning
- C. Managing classroom procedures
- D. Managing student behavior
- E. Organizing physical space

### **3. INSTRUCTION**

- A. Communicating clearly and accurately
- B. Using questioning and discussion techniques
- C. Engaging students in learning
- D. Providing feedback to students
- E. Demonstrating flexibility and responsiveness

### **4. PROFESSIONAL RESPONSIBILITIES**

- A. Reflecting on teaching
- B. Maintaining accurate records
- C. Communicating with families
- D. Contributing to the school and district
- E. Growing and developing professionally
- F. Showing professionalism

Enhancing Professional Practice, A Framework for Teaching. Charlotte Danielson. ASCD. 1996

**BOW SCHOOL DISTRICT  
TEACHER SUMMATIVE EVALUATION  
LEVEL ONE**

SCHOOL \_\_\_\_\_ POSITION \_\_\_\_\_

STAFF MEMBER \_\_\_\_\_ GRADE/SUBJECT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

**Planning and Preparation**

May include, but not be limited to, knowledge of content and pedagogy, knowledge of students, selecting instructional goals, knowledge of resources, designing coherent instruction, and assessing student learning.

**The Classroom Environment**

May include, but not be limited to, creating an environment of respect and rapport, establishing a culture for learning, managing classroom procedures, managing student behavior, and organizing the physical space.

**Instruction**

May include, but not be limited to, communicating clearly and accurately, using questioning and discussion techniques, engaging students in learning, providing feedback to students, and demonstrating flexibility and responsiveness.

**Professional Responsibilities**

May include, but not be limited to, reflecting on teaching, maintaining accurate records, communicating with parents, contributing to the school and district, growing and developing professionally, and showing professionalism.

**Commendations or Recommendations:**

**Bargaining unit member's Comments:**

\_\_\_\_\_  
Bargaining Unit Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

**Note:** The signature of the bargaining unit member indicates that s/he has read and understands this evaluation and in no way indicates agreement with the contents thereof.

**BOW SCHOOL DISTRICT  
TEACHER SUMMATIVE EVALUATION  
LEVEL TWO**

SCHOOL \_\_\_\_\_ POSITION \_\_\_\_\_

STAFF MEMBER \_\_\_\_\_ GRADE/SUBJECT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

**Summary of Professional Growth and Learning:**

May include, but not be limited to, progress on the bargaining unit member's three-year professional development goals.

**Commendations on Professional Practice:**

May include, but not be limited to, Planning and Preparation, Classroom Environment, Instruction, Professional Responsibilities.

**Recommendations:**

**Teacher's Comments:**

\_\_\_\_\_  
Bargaining Unit Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

**Note:** The signature of the bargaining unit member indicates that s/he has read and understands this evaluation and in no way indicates agreement with the contents thereof.

**BOW SCHOOL DISTRICT  
PERFORMANCE IMPROVEMENT PLAN**

SCHOOL \_\_\_\_\_ POSITION \_\_\_\_\_

STAFF MEMBER \_\_\_\_\_ GRADE/SUBJECT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

- A. PERFORMANCE AREAS THAT ARE NOT SATISFACTORY
  
- B. SPECIFIC GOALS THAT ADDRESS THE UNSATISFACTORY AREAS
  
- C. SPECIFIC PROFESSIONAL GROWTH ACTIVITIES DESIGNED TO IMPROVE PERFORMANCE
  
- D. DATA SOURCES THAT WILL BE USED TO EVALUATE IMPROVEMENT
  
- E. TEACHER'S COMMENTS

The requirements of Level One will continue in addition to the requirements of the Performance Improvement Plan. The goal of the Performance Improvement Plan is to address deficiencies in performance and focus on improved instruction and student learning. Failure to remediate may result in non-renewal of the bargaining unit member's contract.

Signature of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** The signature of the bargaining unit member indicates that s/he has read and understands this plan.



**BOW SCHOOL DISTRICT  
PROFESSIONAL PORTFOLIO IDEAS  
LEVEL ONE**

The portfolio is an opportunity to present relevant additional evidence or artifacts that were not observed by the administrator. Examples of evidence that the portfolio could include, but is not limited to, are

- Professional Development
  - 3-Year Plan with required reflections
  - Completed Professional Development Activities with required reflections
  - Annual Goals
- Planning and Preparation
  - sample unit plans
  - curriculum documents
  - classroom level assessment reports with analysis
  - rubrics
  - evidence of modification or differentiation of instruction
- The Classroom Environment
  - classroom management/discipline procedures or rules
  - individual behavior plans
- Instruction
  - samples of student work with feedback
  - samples of instructions provided for student projects or work
  - sample lessons or activities
- Professional Responsibilities
  - logs of parent contacts
  - samples of parent communications
  - evidence of participation in professional or school activities