

CAMPTON SCHOOL BOARD
AND
ASSOCIATION OF CAMPTON EDUCATORS

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**AGREEMENT BETWEEN THE CAMPTON SCHOOL BOARD
AND THE ASSOCIATION OF CAMPTON EDUCATORS**

ARTICLE I - RECOGNITION

The Board recognizes the Association of Campton Educators, NEA-New Hampshire for purposes of collective negotiations pursuant to RSA 273-A as the exclusive representative of all teachers of the Campton School District, certified by the New Hampshire Public Employees Labor Relations Board.

A. Definitions: The following list of terms will be used frequently in this agreement and when they are used they will refer to the definitions described below unless otherwise stipulated:

- 1. The term 'school' means any work location.*
- 2. The term 'teacher' means a person included in the bargaining unit.*
- 3. The term 'Board' means the School Board or any of its agents.*
- 4. The term 'district' means Campton School District.*
- 5. Whenever the singular is used in this agreement, it is to include the plural.*

ARTICLE II - NEGOTIATING PROCEDURES

The following procedures shall govern negotiations between the parties:

- A. Meetings: The parties shall meet upon the written request of either party.*
- B. Directing Results: The Association will make its requests for meeting directly to the Superintendent (or his designated representative), who shall promptly transmit the same to the School Board. The School Board will make its request for meetings to the President of the Association by means of a communication from the Superintendent's office. The parties shall fix a mutually convenient meeting date such date to be within a reasonable time after the date of the request for meeting.*
- C. Exchange of Facts, Views: Facts, opinions, proposals and counterproposals shall be exchanged freely and in good faith during the meeting or meetings (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.*

- D. Agreement: Whenever proposals made by either party with respect to salaries, hours, and working conditions are tentatively approved by the School Board and the Association, such proposals shall be reduced to writing and will become part of the Agreement when the total package has been approved by both parties.***
- E. Miscellaneous: The Board will not negotiate with any groups of certified teachers other than the Association.***

ARTICLE III - ASSOCIATION RIGHTS

- A. The Board agrees that all teachers shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association or participation in any of its activities or the exercise of individual rights under RSA 273-A.***
- B. The Association and its representatives, upon request and with permission of the principal, shall have the right to use school buildings at all reasonable hours for meetings.***
- C. The Association and its representatives shall have the right to use school facilities, computers and equipment for duplications and printing before 8:00 a.m. and after 3:00 p.m.***
- D. The Association and its representatives shall have the right to post notices of activities and matters of concern on the bulletin board in the teacher's workroom. The Association may use teacher mailboxes for communications to members.***
- E. The Association shall be given an opportunity at faculty meetings to present reports and announcements. Placement on the agenda must be made at least one week in advance of the scheduled meeting. The Administration will notify the Association of such meetings at least one week in advance unless there are extenuating circumstances.***
- F. The Association shall be given sufficient time on the agenda of the local district orientation program for new teachers to explain Association activities. Request for placement on the agenda must be received by the administration at least one week in advance of the scheduled meeting. The administration will notify the Association of such meetings at least one week in advance.***
- G. A teacher engaged during the school day in negotiating on behalf of the association with any representative of the Board, participating in any professional grievance negotiation, including arbitration or appearing before a state agency on behalf of the Association, shall be released from regular duties without loss of salary or benefits.***

H. The rights granted to the association in this agreement will not be granted to any other teachers group or organization which purports to represent any teacher or group of teachers covered by this Agreement.

ARTICLE IV - DUES DEDUCTION

A. It is agreed by and between the Campton School District and the Association of Campton Educators, NEA-New Hampshire that upon receipt of written authorization, signed by the teacher, the Board shall deduct an amount to provide payment of dues for membership and assessments in the Association from the regular salary check of such teacher. Deductions shall be in equal amounts for twenty (20) pay periods beginning September 1. The amounts so deducted shall be remitted to the NEA-New Hampshire.

B. It is recognized that the negotiations for, and administration of this agreement entail expenses which appropriately should be shared by all employees who are beneficiaries of this agreement. To this end, if an employee in the bargaining unit does not join the Association of Campton Educators, such employee shall, as a condition of employment by the District, execute an authorization for the deduction of a 'representation fee', which shall be a sum equivalent to membership dues and assessments required to be paid by members of the Association, which sum shall be retained for the Association of Campton Educators' Scholarship Fund.

C. If so indicated, the authorization referred to in 'A' and 'B' above shall be continuous from year to year.

ARTICLE V - TEACHER RIGHTS

A. The District recognizes the teachers' full right of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination unless these activities are contrary to current School Board policy or current RSA interpretations.

B. A teacher called to appear for legal proceedings before any judicial or quasi-judicial body, including but not limited to : jury duty, arbitration, negotiation, mediation or fact finding proceeding or membership in the Professional Standards Board or Council on Teacher Education shall not lose compensation for the performance of such obligation.

C. No teacher shall be required to appear before the Board or its agents concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, unless he has been given prior written notice of the reason for such a meeting or interview at least twenty-four (24) hours in advance and shall be entitled to have a representative of the Association present for advice and representation.

D. The Board shall not deny nor restrict any right due a teacher under the laws of New Hampshire and United States or other applicable laws, decision, and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE VI - TEACHER EMPLOYMENT

A. The Board agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and an appropriate waiver is granted.

B. The teachers normal work day which will be a 7 hour and 10 minute duration includes 15 minutes before school begins and 15 minutes after school ends.

C. Teachers will not be required to cover lunch, recess or bus duty. Assignments will make provisions to include a 20 minute duty-free lunch period for each teacher. Teachers will deliver children to their next assignment.

D. Leaving Building: Teachers may leave the building during their unscheduled time provided they notify the building administrator prior to their leaving.

E. For purposes of this Agreement, the period of service shall not be more than one hundred eighty-five (185), 5 in-service days, one of which will be an in-service classroom preparation day and one will be scheduled as two half days for the purpose of parent/teacher conferences to be scheduled if not already scheduled in the Campton School Calendar.

F. Substitutes: The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be only in emergencies.

G. Notice of Vacancies: 1) Notice of vacancies will be posted on the official bulletin board in the school and sent to the Association as soon as the administration is aware of the existence of such vacancies. 2) Such notices shall contain the date of posting, description of the position, requirements of the position, name of the person to which the application is to be returned and date by which the application is to be returned. 3) Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Campton Elementary School principal no later than April 1st. A form to effectuate this procedure will be available in the Campton Elementary School Office.

H. Requirements: *The Board agrees, with all things being equal, to give teachers in the district first priority when filling vacancies within the District.*

I. Transfers and Reassignments: *The Board will consult with the teacher prior to making any transfer but retains the right to make the final decision.*

J. Discrimination: *The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, handicap, or association membership.*

K. Professional Development: *The School District shall reimburse each teacher at the rate of Plymouth State University graduate courses for each credit he/she may acquire beyond the Bachelor's degree at an accredited college or university up to a maximum of eight (8) credits per year. Teachers may apply for additional funds if there are funds in that account. For the purposes of advanced degree payments each forty-five workshop clock hours will equal one credit to a maximum of five (5) credits every three (3) years within each teacher's recertification cycle.*

L. Placement: *Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for advancement on the salary schedule shall notify the Superintendent by November 1st of the previous contract year.*

M. Optional Extension of the School Year: *By mutual agreement of the Administration and the teachers involved, proposals from teachers must be approved by the Principal and Superintendent in order to be funded. Teachers will be paid at a rate equal to their per diem salary. The Board shall appropriate revenue for this purpose on an annual basis subject to their discretion.*

N. The Campton School Board will provide a new teacher offered a position in the Campton School District a copy of this professional agreement in its entirety with the teacher's contract and each teacher shall receive a copy of successive agreements within 30 days of signing or as soon as possible thereafter.

ARTICLE VII - FAIR TREATMENT

A. Notification of Deficiencies: *The Board in recognition of the concept of progressive improvement, shall promptly notify a teacher in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction.*

B. Right to Representation: *When the teacher has been suspended with pay, he/she shall be entitled to have present a representative of the association when being disciplined for an infraction of rules or delinquency in professional performance.*

When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the association is present.

C. Just Cause: A teacher shall not be discharged, non-renewed (1), suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause. A teacher is entitled to a hearing before the Campton School Board. All information forming the basis for disciplinary action will be made available to the teacher and, if the teacher so desires, to the association.

D. Suspension:

1. In accordance with RSA 189:31, 32, the Superintendent may suspend a staff member with pay, pending action by the Board. Such School Board action shall occur within thirty (30) days of the date of the suspension.

2. Because such action could only follow the most grave situation, the Superintendent shall file written charges with the School Board and shall forward copies of the charges to the suspended staff member.

3. The Board shall schedule a full and fair hearing to act upon the charges. If the teacher is dissatisfied with the Board's decision, he/she may utilize the procedures set forth under the grievance procedure contained herein, or may utilize other appropriate legal channels.

E. Evaluation:

1. Teachers not being nominated or reelected shall be notified in writing before April 15. (RSA 189:14A)

2. Formal evaluations shall be at the rate of at least one (1) every other year. In the alternate year, the principal shall meet with the teacher to review the staff development goals and three year plan. A first, second, or third year teacher will be evaluated at least once a year. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluator. No such report shall be submitted to the Superintendent's office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. If a teacher feels an evaluation report is unfair, he/she may write comments which will be attached to the report.

(1) ALL EMPLOYEES HIRED BEFORE 7/1/93 SHALL BE ENTITLED TO JUST CAUSE FOR NON-RENEWAL. THOSE HIRED AFTER 7/1/93 SHALL BE ENTITLED TO JUST CAUSE FOR NON-RENEWAL AFTER TWO (2) YEARS IN THE CAMPTON SCHOOL DISTRICT.

3. It is the responsibility of both parties to agree to a time for a post observation conference. At the end of each observation a conference will be conducted between evaluator and teacher as soon as possible after the observation. A

teacher's signature on an evaluation report does not necessarily denote agreement with the report.

4. Teachers may request an additional evaluation during the contract year.

F. Assistance Procedure: Assistance shall be provided to teachers upon recognition of professional difficulties. For the purpose of this article, the term 'professional difficulties' shall apply to deficiencies relating to job performance. The administration will develop a program of assistance to fit the needs of the individual teacher.

G. Review of Personnel Files:

1. Teachers shall have the right upon 24 hours notice to review the contents of their personnel files and to duplicate (at a fee of \$.25 per copy) documents contained therein. A teacher shall be entitled to have a representative of the Association present during such review. The superintendent or designee will be present.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the personnel file unless the teacher has had an opportunity to review such material and has been given a copy of such. The teacher shall acknowledge having had the opportunity to review such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent, or designee, and attached to all copies.

3. Final evaluation of a teacher shall be concluded upon termination of employment. No documents or other material shall be placed in the personnel file of a teacher reflecting activities of the teacher after termination.

4. Although the District agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to the teacher's initial employment, it shall not establish any separate personnel file which is not available for the teacher's inspection unless the teacher previously waived his/her right to inspect the designated material.

5. In the event that the Board removes any material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.

H. Complaints: Any complaint regarding a teacher made to any member of the administration by a parent, student or other person which may be used in evaluating a teacher shall be promptly investigated. The teacher involved will be advised within seven (7) days. The teacher shall be given an opportunity to respond and meet with the

person making the complaint in order that he may rebut the complaint. If the person making the complaint refuses to participate in this procedure, any and all references to the complaint shall be removed from the teacher's file. The teacher shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and that answer shall be reviewed by the Superintendent or designee and attached to all copies. Unsubstantiated complaints shall not be placed in an employee's file.

ARTICLE VIII - LEAVES OF ABSENCE

A. Personal Illness: For absences caused by illness or physical disability, each teacher, upon initial employment, shall be granted fifteen (15) days of paid leave per year, with a permissible accumulation of one hundred twenty (120) days. Upon retirement under the provisions of the New Hampshire State Retirement Plan, the payment of fifty percent (50%) of unused sick leave will be made at the teacher's current pay level. Upon completion of ten (10) years services in Campton School District a teacher leaving the District but not qualifying for retirement under the New Hampshire State Retirement Plan will be paid for twenty-five percent (25%) of unused sick leave at the teacher's current pay level. Notification of intended retirement or departure from the Campton School District should be made prior to the submission of the budget for the School District Meeting. In the event timely notification is not received, the payment will be made in the fiscal year budgeted. Teachers will be given a written accounting of accumulated sick leave at the beginning of each school year.

B. Emergency Bank Days: In the event of catastrophic illness, a teacher may obtain sick leave from the Emergency Bank based on the following conditions:

- 1. Present sick leave accumulation is exhausted.*
- 2. Catastrophic illness will have medical documentation.*
- 3. Voluntary contributions will be accepted and recorded in September with a maximum of one day for each full time teacher and a prorated amount for part-time teacher.*
- 4. The committee consisting of one teacher (elected by the faculty), a Board member, and the Principal will review all applications and forward a recommendation to the Superintendent of Schools.*
- 5. The committee will establish a limit to the amount any one teacher is entitled to.,*
- 6. The bank will be cumulative to twenty (20) days.*

C. Professional Days: Each teacher shall be entitled to five (5) days per year, noncumulative, to be used toward staff development. Prior approval of the Principal is required and a written professional day summary of the activities must be filed with the Superintendent of Schools within (1) week.

D. Personal Days: Each teacher shall be entitled to three (3) days per year, noncumulative; however, the Principal must receive advance notice.

E. Bereavement Days: Each teacher shall be entitled to three (3) day per year, noncumulative.

F. Jury Duty: A teacher called as a juror will be paid the difference between the fee such teacher receives for such service and the amount of earning lost by such employee by reason of such service, based on the teacher's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the teacher's immediate supervisor.

G. Maternity Leave: A teacher who has more than one year teaching experience in the Campton School District shall be eligible to use accumulated sick leave immediately prior to or directly after birth. Requests for extended leave must be accompanied by documentation supplied by the attending physician. The teacher shall notify the Superintendent of Schools ninety (90) days prior to actual date of leave. Return from this leave shall coincide with the expiration date indicated on the teacher's leave request as approved by the Campton School Board.

H. Child Care: Child care leave of up to one (1) year, for either natural or adoptive parents shall be granted without pay, to teachers who have at least a fourth contract in the Campton School District, upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least ninety (90) days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the expected termination date of such leave. At the conclusion of the leave, the teacher shall return to the same or similar position.

I. Military: Military leave of absence to the limit of two (2) weeks per year per teacher shall be granted by the board in accordance with the State and Federal Statutes: Should the leave request occur during the 185 day contract, the Board will reimburse the teacher the difference between military pay and current salary.

J. Sabbatical Leave:

1. Teachers who have been employed for seven (7) consecutive years by the board shall be granted at the discretion of the Board, a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement is limited to attending a college, university, or other educational institution. The teacher shall sign a contract agreeing to teach at the Campton School for a two year period following the end of the sabbatical leave.

2. Request for sabbatical leave must be received by the Superintendent in writing prior to January 1 of the year preceding the requested leave year, in such form as may be mutually agreed by the Association and the

Superintendent. Action must be taken on all such requests no later than ninety (90) days from the date of the request.

3. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall receive one-half (1/2) his/her current salary and benefits under Article XI C. A teacher granted one semester sabbatical shall receive full salary and benefits. There shall be a limit of two (2) such sabbaticals per year, one at a time and subject to Board approval.

4. Exceptions will be at the discretion of the Board for the benefit of the School District. Exceptions are not to establish precedent.

ARTICLE IX - GRIEVANCE PROCEDURE

A. Definitions:

1. A 'grievance' shall mean a complaint by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract.

2. A 'grievant' is the person or persons making the complaint.

3. The term 'days' when used in this Article shall, except where otherwise indicated mean school days except the end of the school year when they shall be Monday through Friday, excluding holidays.

4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.

B. Initiation and Processing: *Any unit member who claims to be aggrieved shall first discuss the problem with the lowest appropriate supervisors within ten (10) days of the treatment act, or the initiating of a condition which is the basis of the claim, with the objective of resolving the matter informally. Any such informal resolution of a grievance shall be consistent with the Agreement. If no informal resolution has been reached within the (10) day period, the aggrieved party may initiate a formal grievance by submitting the matter to the next higher authority within ten (10) school days of the expiration of the aforementioned ten (10) day period. The written grievance shall specify: 1) the nature of the grievance; 2) the provisions of the contract violated; and 3) the relief sought. The supervisor with whom the grievance has been filed shall render a decision in writing within five (5) days. The grievant may appeal a decision in writing to each higher authority in turn. The sequence shall be starting at the lowest appropriate level: immediate supervisor, Principal, Superintendent, School Board. At the Superintendent and School Board level, hearings shall be held and they shall be within the time limits spelled out in this Article. Decisions below the Board level shall*

be rendered in writing within five (5) days and may in turn be appealed within five (5) days. The School Board shall have twenty-five (25) school days in which to render its decision in writing. If the grievant is dissatisfied with the determination of the School Board, he/she may, within five (5) days so notify the Association which may then initiate binding arbitration by submitting to the Board a written notice of its intent to arbitrate. The parties shall then initiate a request for arbitration pursuant to the rules of the American Arbitration Association. The arbitrator so mutually selected will confer with representatives of the Board and the Association and hold a hearing promptly and will issue a decision on a timely basis. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from this agreement, the teachers' contract or policy of the Board. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be final and binding on the Association and Board. The Board and Association shall share equally all costs of the arbitrator. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants. All meetings and hearings under this procedure shall be conducted in nonpublic session and shall include only such parties in interest and their designated representatives. Time limits on decisions and appeals may be extended upon mutual agreement by the parties.

C. No grievance resulting from the failure of a teacher to be renewed pursuant to RSA 189:14-a shall be subject to arbitration.

ARTICLE X - MISCELLANEOUS PROVISIONS

A. Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

B. The Board agrees that, upon receipt of written authorization signed by the teacher, the Board shall deduct a specified amount to be paid either to: 1) a credit union, or 2) a tax-sheltered annuity.

C. School Board Prerogative: The Campton School Board reserves the right to withhold salary increments, or a portion thereof, providing there has been adequate documentation concerning the said teacher's classroom performance, that the teacher has been consulted and that the teacher has a right to a hearing.

D. The Campton School District will provide one (1) hour per day of clerical assistance in the preparation of materials for students of grades K-8. Such duties

would include making copies of educational materials, laminating materials for classroom use and other related non-teaching activities.

E. Teachers who are concerned with the class size and/or academic growth of their assigned class may complete the Teacher/Administrator Request for Support Services form. The teacher's input will be received and considered by the building Principal, who will then complete the form with his/her comments. Both parties shall be present when the request is dated and signed. There shall be an opportunity for the teacher to meet with both the Superintendent and the School Board to express concerns. The request shall then be forwarded to the Superintendent of Schools within three days for review prior to presentation to the Campton School Board. Every attempt will be made to accommodate the needs of the teacher and the students.

F. Safety and Health:

- 1. The District shall be responsible for providing and maintaining a workplace free from hazards that are causing, or are likely to cause, accident, injury, or illness to employees.*
- 2. The District's occupational safety and health practices shall comply with all relevant federal, state and local requirements.*
- 3. The District and the Association agree to cooperate in a continuing effort to eliminate and/or reduce the possibility of accidents, injuries, and health hazards in all areas under the District's control.*

G. Early Retirement Agreement

- 1. Any teacher employed by the Campton School District who is at least 55 years of age and who has taught in the District the equivalent of at least 15 consecutive full-time years preceding the June 30th date of his/her stated retirement year, shall be eligible for an Early Retirement incentive.*
- 2. Notice of one's intention to retire under this plan must be submitted in writing to the Superintendent of Schools no later than January 15th of the year prior to the last two years of employment.*

Incentive amount:

 - A) 52% of the retiree's salary in their next to last year, paid out over the last two years of employment. (Prior year and last full year of employment)*
 - B) Payment of 100% of unused sick leave up to a maximum of 95 accumulated sick days at the teacher's current rate of pay.*
 - C) Both incentive payments will be divided for equal distribution into each paycheck according to the salary payment schedule determined by the employee each year over the last 2 years of employment for those eligible.*

D) In the final year of employment, should the employee need use of the sick days previously compensated, those days will be made available to them without compensation.

3. Medical Package - Upon retirement, the District will pay 88% of the district's health plan for individual coverage. The retiree shall pay the difference if two person or family coverage is elected. This coverage shall continue until the employee is eligible for Medicare or Medcomp and the Board will continue payment on the same basis toward Medicare or Medcomp.

4. Definitions:

i. AGE = Teacher's age in years on June 30th of the last full year of teaching, i.e. June 30th of the year of retirement

ii. YEARS OF CREDIT = A teacher's number of contracts executed for active teaching. The count of consecutive years of employment will not be impacted by personal leaves, sabbaticals, or staff reductions. Personal leaves, sabbaticals and staff reductions will not, however, count as years of credit.

5. A maximum of two teachers who have met with the above requirements will be eligible to receive this retirement incentive.

In the event that more than two apply in a given year, the plan shall be limited to the most senior applicants. Seniority shall be determined by years of service with the Campton School District, as determined by the official Teacher Seniority list that has been confirmed by both the Superintendent and A.C.E. each year.

ARTICLE XI - INSURANCE BENEFITS AND PROVISIONS

A. The Board shall make payment of insurance premiums for each teacher to assure coverage for the full twelve (12) month period, commencing July 1 and concluding June 30. However, new teachers will be covered as of the first day of September.

B. In the event that any employee, absent because of illness or injury, has exhausted sick leave accrual, the fringe benefit contained here shall continue throughout the balance of the contract year as defined in Section A.

C. 1. Subject to paragraph 5 below, teachers whose current term of employment began on or before June 30, 2002 may take health insurance under either paragraph 2, paragraph 3 or paragraph 4 below. Teachers whose current term of employment began on or after July 1, 2002 may take health insurance under only paragraph 3 or paragraph 4 below.

**2. The School District shall pay 75% of the premium for the appropriate one person, two person or family plans.
Indemnity with JY Rider.**

**3. The School District shall pay 92% of the premium for the appropriate one person, two person or family plans.
Blue Choice 3-Tier Point of Service.**

**4. The School District shall pay 99% of the premium for the appropriate one person, two person or family plan.
Matthew Thornton Blue NH HMO**

5. A teacher whose term of employment began on or before June 30, 2002 and who selects health insurance under Blue Choice 3-Tier Point of Service or Matthew Thornton Blue NH HMO, shall be allowed a one-year trial of Blue Choice 3-Tier Point of Service or Blue NH HMO coverage. After the teacher selects a second year of Blue Choice 3-tier point of service or Blue New Hampshire HMO coverage, the teacher shall not be permitted to return to indemnity with JY Rider.

6. Employees who do not wish to participate in the health insurance program will qualify to receive a stipend of \$2500 per year. These funds will be prorated for equal distribution into each paycheck according to the salary payment schedule determined by the employee. Payment to new teachers selecting this option will be prorated to the rate comparable to their coverage beginning the first day of employment.

D. Effective 7/1/93 the Campton School District shall pay an amount not to exceed \$246.20, and an additional five percent (5%) if the single subscription rate exceeds \$246.20 toward a single subscription dental plan for all teachers. The plan will provide for 100% preventative coverage, 80% restorative coverage, and 50% major treatment coverage. The selection of the Insurer shall be at the discretion of the Board. Effective 7/1/95 for school years 1995-1996, these dollar amounts shall be adjusted to reflect the cost estimates available at the time of budget submission.

E. Upon the death of a teacher, insurance coverage outlined in Section C shall be provided and paid for by the Board to the teacher's survivors for the remainder of the contract year.

F. BC/BS Retired Teacher: Upon retirement on or after age 55 with 15 years of Campton Service, a teacher hired before 9/30/93 shall receive 4% of the cost of the district health plan for each year of Campton service. The district health plan shall mean the plan in which the teacher was enrolled during the final year of service to the district. Such coverage shall be for single person and the retiree shall pay the difference if two person or family coverage is elected. Such coverage shall continue until the employee is eligible for Medicare or medicomp and the Board will continue payment on the same basis toward Medicare and medicomp.

G. The District will provide Section 125 accounts for employee contributions to insurance premiums.

ARTICLE XII - RATES OF PAY

A. The Compensation Plan and its application are set forth in Appendix A, attached hereto. The salary of employees covered by this Agreement shall be prorated at one hundred eighty-fifth of appropriate salary step for the number of designated days of employment between September 1 of any year and June 30 of any year.

B. Extracurricular compensation is set forth in Appendix B, attached hereto. Credit for placement will be recognized only for service to the Campton School District.

ARTICLE XIII - REDUCTION IN FORCE

When the Campton School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reduction, change in or consolidation of board-authorized programs, or for any other reason determined necessary by the School Board the following reduction in force procedure will be implemented.

A. Notice

1. If the Board determines it necessary to decrease the number of teachers or eliminate any position, the Board may lay off the necessary number of teachers, but only in the inverse order of the district seniority of such teachers. A teacher being laid off who is certified and qualified for another subject area or position may displace a teacher in the other area or position with less seniority. No teacher may be prevented from securing other employment during the period the teacher is laid off under this article. When teaching positions become available laid off teachers shall be reinstated in the inverse order of their being laid off provided that they are certified and qualified to teach the available positions.

2. The Board shall prepare a seniority list which indicates the dates of employment of all members of the bargaining unit. Such list will be posted annually in the building. In the event of a tie in seniority between two or more employees the following factors will be considered in the order stated.

a. Date of election by the Board

b. Total years of certified teaching experience in New Hampshire public schools.

c. Total years of certified experience in public schools.

3. A recalled teacher's credit for such previous years of service shall not be lost as a result of layoff and such recall rights shall remain in effect for two (2) years following the school year in which the layoff notice was effectuated.

ARTICLE XIV - DURATION

The provisions of this Agreement will be effective as of July 1, 2008 except as otherwise provided herein, and will continue and remain in full force and effect until June 30, 2011 salary and compensation agreements are in effect from July 1, 2008 to June 30, 2011, and thereafter renew itself automatically for successive terms of one year or until a successor Agreement has been ratified.

ARTICLE XV - LONGEVITY COMPENSATION

Longevity will be compensated at a rate of \$100 per year of service after completion of ten (10) full school years, for teachers hired after July 1, 1999. (One full year will be considered to be at least 160 contract days, except in extenuating circumstances as reviewed by the Board.)

The sum will be listed as a separate item and will be added to the contract each year after the tenth year. Teachers may elect to receive a lump sum payment of the longevity stipend prior to the first regular paycheck, or prorated according to the method selected by the teacher for their normal pay. Such election should be made at the time of signing the annual contract.

The stipend of part-time teachers will be prorated according to the individual schedule of contracted days per week for each year considered under this appendix.

All employees hired before 7/1/93 shall be eligible for longevity at the completion of their full third year of employment.

All employees hired after 7/1/93 and before 7/1/99 will be eligible for longevity at the completion of their fifth full year of employment.

Longevity Compensation will be capped at \$2,500 beginning with the 2008-2009 contract for all teacher's hired before June 30, 2008. Teacher's now receiving longevity compensation over \$2,500 will be capped at their 2007-2008 longevity amount.

APPENDIX B

EXTRACURRICULAR COMPENSATION

Category Compensation

- A. (3.0%) of Base Salary**
- B. (2.50%) of Base Salary**
- C. (2.25%) of Base Salary**

0.5% Increments with each year's experience in the Campton School District to a maximum of 10 years (5%).

Extracurricular Category:

- A.**
 - 1. Baseball Coach**
 - 2. Boy's Basketball Coach (7 & 8)**
 - 3. Field Hockey Coach**
 - 4. Girls' Basketball Coach (7 & 8)**
 - 5. Softball Coach**
 - 6. Wrestling Coach**
 - 7. Soccer Coach**

- B.**
 - 1. Class Advisor (8th Grade)**
 - 2. Drama Club**
 - 3. Computer Club Advisor**
 - 4. Student Council Advisor**
 - 5. Math Team**
 - 6. Odyssey of the Mind**
 - 7. School Leadership Council Team:
(K-3, 4-6, 7-8 Unified Arts, SpEd)**
 - 8. Boys' Basketball Coach (5 & 6)**
 - 9. Girls' Basketball Coach (5 & 6)**

- C.**
 - 1. Assistant Field Hockey Coach**
 - 2. Assistant Flag Football Coach**
 - 3. Softball Assistant**
 - 4. Soccer Assistant**
 - 5. Intramural Flag Football**
 - 6. Intramural Volleyball**
 - 7. Before-School Homework Advisor**
 - 8. After-School Homework Advisor**
 - 9. TSA (Technology Student Association)**

Side Bar for Duties

1. Teachers may volunteer for duties.

Chairperson, Association of Campton Educators

Date

Chairperson, Campton School Board

Date

Signature Page

Chairperson, Association of Campton Educators

Date

Chairperson, Campton School Board

Date

