

AGREEMENT
Between the
GILMANTON SCHOOL BOARD
and the
GILMANTON TEACHERS
of the
GILMANTON EDUCATION ASSOCIATION
2014-2017

March 2014

AGREEMENT

This Agreement entered into this ___ day of _____, 2014, by and between the Gilmanon School Board, hereinafter called the “Board”, and the Gilmanon Teachers of the Gilmanon Education Association affiliated with the NEA - New Hampshire and National Education Association, hereafter called the “Association”.

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ARTICLE I

RECOGNITION

1.1 For the purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Gilman School District during the term of this Agreement. The term “teacher” shall include all full-time and part-time teachers, librarians, and guidance personnel, but excludes nurses, supervisors and administrators as defined in RSA 273-A-8, Paragraph II, and excludes all other employees. Long term substitutes who are contracted for one school year or less shall be considered temporary employees and shall be excluded from the term “teacher.”

1.2 Unless otherwise indicated, the term “teacher”, when used hereinafter in the Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article I.

1.3 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of schools, and the control, supervision and direction of the staff are vested exclusively in the Board.

ARTICLE II

SCOPE OF AGREEMENT

2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

ARTICLE III

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 3.1 The parties agree to negotiate according to current New Hampshire Law.
- 3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 3.3 The Board agrees not to hinder the Association in obtaining such non-confidential information in its possession as is reasonably requested.
- 3.4 Any Agreement reached shall be reduced to writing and signed by the Board and Association. Any Agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Gilmanston School District Annual Meeting, or any Special School District Meeting called for such purpose. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 3.5 If the parties fail to reach agreement, the procedure for resolution of disputes shall be consistent with current New Hampshire State Law.
- 3.6 Determinations and/or recommendations under the provisions of Section 3.5 of this Article III, will not be binding on the parties.
- 3.7 The cost for the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.
- 3.8 During the negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.

ARTICLE IV

ASSOCIATION RIGHTS

4.1 The Association will have the right to use school buildings at reasonable times without cost for meetings.

Request for the use of buildings will be made to the Principal in advance.

4.2 The Association will, upon request, be given an opportunity to present brief reports and announcements at building faculty meetings.

4.3 The Association will, upon request, be given a place on the agenda of the Orientation Program for all teachers.

4.4 The Association will have the right to post notices on its activities and matters of teachers' concern in teachers' room and shall continue to have the use of the teacher mailbox system.

4.5 The Association may, with permission from the Building Principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.

4.6 Rights granted to the Association under this Article shall not, in the judgment of the Board, be disruptive or injurious to the Gilmanton Education System, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section 4.6, the Board shall not be arbitrary or capricious.

4.7 During the term of this Agreement, the rights and privileges set forth in this Article IV shall not be granted to any other bargaining agent.

4.8 Request under the provisions of this Article IV shall mean permission and shall be made to the Building Principal or his/her designee. The Principal shall not be arbitrary or capricious in granting or denying permission under this Article IV.

4.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under this Agreement.

4.10 The Association shall be supplied with a copy of the Gilmanton School Board Policy Book and receive all policy changes, additions and pertinent directives as they occur. Said policy book will be kept in a convenient location, by said Association, for easy accessibility to all teachers.

4.11 The Board shall provide the Association with sufficient copies of this Agreement within Thirty (30) days of signing such agreement to distribute one copy to each teacher plus needed additional copies. The expense to be borne by the Board. Final applicants for employment in the District will be made aware of this Agreement when he/she is issued his/her individual contract.

4.12 While at school, representatives of the Association may receive telephone calls and other communications concerning Association business. These calls shall receive the same treatment as non-emergency personal calls. A non-emergency personal call shall be defined as calls whereby a message is taken and then relayed to the teacher via a written notice placed in the teacher's mailbox as soon as the call is received.

4.13 Upon notification by an employee (see Appendix D attached hereto), the Board will deduct for professional association dues and forward such deduction to the Association Treasurer. The Board shall be held harmless from any and all claims in connection therewith. An Association member may elect to have dues deducted from his/her salary check over a full-year period. The number of deductions shall be mutually agreed upon by the Association and Business Administration by June of the previous school year. (A) Members may elect to pay dues in full to the Association; (B) Members may elect to have dues deducted from salary in equal deductions throughout the contract year through the last pay period in May; (C) When a member leaves employment early, the district shall deduct outstanding dues from the employee's last check; (D) Employees may join the Association at any time during the school year and have access to dues withholding; (E) Part-time employees are eligible to join the Association and pay dues at one-half (1/2) of the current rate; (F) The school district will not be liable to the Association for any uncollected dues. The Board shall be held harmless from any and all claims in connection therewith.

4.14 The Superintendent's Office will supply to the building representative a copy of all Board agendas and minutes when they are distributed to the members of the Board. These documents will be posted and distributed to the

representative's mailbox during the school year and will be posted, and will be mailed to the representative's permanent address during the summer months.

ARTICLE V

TEACHER EMPLOYMENT

5.1 Certification: 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 appropriate waiver is granted.

5.2 Teachers should not be assigned outside their area of certification except in case of emergency.

5.3 Period of Service: For purposes of this Agreement, the period of service shall not be more than one hundred eighty-five (185) days, as set forth in an individual contract (see Appendix C attached hereto) between the Board and each teacher, to be allocated as follows: 180 Teaching Days - Five (5) inservice days as determined by the Superintendent and School Board. The program for inservice will be consistent with Board goals and will be planned with participation/input from Gilman School faculty and administration. Additionally, there will be a bank of six (6) hours to be used in one (1) or two (2) hour blocks of time extending a workday already included in the approved 185 day calendar. These blocks of time would be determined by administration for the conduct of school business. These hours would require a minimum of a two week notice. If unused, these hours would not be used to extend the school year.

5.4 Lunch Period: The Board agrees that each teacher will have a duty free lunch period at least of the same duration as that of the student.

5.5 Vacant Positions: In the event a teacher's position becomes eliminated or changed (regardless of the reason), he/she shall be given priority for any open and unfilled position which may then be available, provided he/she is qualified and can be certified by the State Department of Education. Any such teacher shall be required to submit a written request for consideration under the Section 5.5. Such request shall set forth the position desired and open, the teacher's qualifications and a statement that he/she is certifiable for any such position.

5.6 Academic Courses - Salary Upgrade: Teachers who have satisfactorily completed academic courses, or who expect to satisfactorily complete academic courses within a given school year, and who wish to use the additional

credits to accomplish a track change, must notify the Superintendent no later than November 15th of the school year prior to which the track change would be effective.

5.7 School Calendar: The Association agrees to submit to the Board for its consideration suggestions for the school calendar on or before November fifteenth (15) of the preceding year. The Association will also be given an opportunity to provide input and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time and such action by the Board shall not be subject to the grievance procedures of this Agreement.

5.8 Change of Position: Teachers desiring a change of position shall make their preferences known to the Principal in writing, (i) if the position for which there is preference is not then vacant, prior to March 1 and (ii) if the position for which there is a preference becomes vacant after March 1, at any time before any cut-off date for applications or, if no cut-off date is established, before the vacancy is filled. In filling vacancies, teachers requesting transfers to the vacant position shall be interviewed and given due consideration subject to the understanding that the Gilmanston School Board will have the final decision as to the assignment of any individual teacher.

5.9 Teaching Assignment: Except in unusual circumstances, teachers will be notified of their teaching assignment ten days prior to end of the school year for the ensuing year. If teaching assignment has been changed, the teacher will be notified as soon as assignment is made. If the teacher requests a conference one will be held.

5.10 Preparation Period: The Board will provide each teacher with five (5) preparation periods per week equal to the class period. There shall be no more than one (1) day containing two (2) preparation periods per week. It is understood that class period may vary in length dependent on student age and activity. The parties agree that there is significant value to team planning time in addition to individual preparation time.

5.11 Reduction in Force: In the future it is possible that the Board may find it necessary to decrease the number of employees. Any such decrease in staff shall be at the discretion of the board and shall consider both district seniority and professional competency. Professional competency shall be determined on the basis of the existing evaluations.

A teacher may secure other employment during a layoff period and continue to be eligible for re-employment under the period and continue to be eligible for re-employment under the terms of this section for a period of not more than two (2) years. Said teacher must accept or reject re-employment within fifteen (15) days of notification. Such reinstatement shall not result in a loss of credit for previous years of service. No new long-term substitute appointments may be made without considering laid-off teachers with district seniority available who are certified to fill the vacancies.

5.12 Course Reimbursement: The School Board will make every reasonable effort to provide sufficient funds to promote the advanced education of teachers. Distribution of course reimbursement funds will be as follows:

July 1 - August 31	50% of funds available
September 1 - January 31	25% of funds available
February 1 - June 30	25% of funds available

Any funds not used in any period shall be rolled over to be available for use in the next period, except funds remaining unused at the end of the last period, which shall lapse.

Approval will be granted on the basis of appropriateness of course, seniority in the district, length of time since the applicant last received course reimbursement, and a limit of two courses per teacher per fiscal year. Not more than One Thousand Five Hundred Dollars (\$1500) shall be approved for any one teacher in any one period. If by June 1 of the school year funds remain unexpended in the course reimbursement account, teachers who have already received that maximum reimbursement in any one period may apply for additional reimbursements with those unexpended funds. Furthermore, any such teacher may at that time also apply for reimbursement from his or her allotment of workshop reimbursement funds as defined below in Section 5.13. The School Board will make every reasonable effort to meet these requests provided the funds are not needed to meet other financial obligations of the District.

Deadlines for applying for course reimbursement shall be June 15 for summer courses, September 1 for fall courses, and January 15 for spring courses. In the event courses are not advertised so as to allow meeting of these

deadlines and, in the discretion of the Board, for other extenuating circumstances, these deadlines may be waived by the Board.

Courses may be paid by reimbursement or by purchase order at the request of the teacher. If the district has issued a purchase order, and a teacher does not successfully complete the course for any reason, the teacher shall reimburse the District the amount of the purchase order. Requests for course reimbursement or purchase orders shall be forwarded to the Superintendent of Schools.

5.13 Workshop Reimbursement: The School Board will provide up to \$550 per year for each teacher for each year of the contract to promote the advanced education of teachers. The School District will pay the registration and mileage for its teachers to attend workshops, seminars and conferences subject to the following conditions:

1. The workshop, seminar or conference must be approved in advance by the Superintendent.
2. In order to be eligible for advance payment of registration costs the teacher shall submit a request for a purchase order at least ten days prior to the registration deadline.

The usual means of payment for registration shall be made by purchase order. If the district has issued a purchase order, and a teacher does not attend the workshop, seminar or conference, due to reasons other than illness or other reasons deemed appropriate by the Superintendent, (denial shall not be for arbitrary or capricious reasons) the teacher shall reimburse the District the amount of the purchase order.

In cases where the request for payment is made less than ten days prior to the registration deadline, the District will reimburse a teacher for registration fees within thirty (30) days of submission of evidence or payment for the workshop, seminar, or conference.

3. Mileage will be reimbursed in accordance with the IRS rate.
4. The available funds for workshops, seminars and conferences shall be distributed among teachers at the discretion of the Principal.
5. If by June 1 of the school year funds remain unexpended in the workshop reimbursement account, teachers who have paid for workshops themselves may reapply for reimbursements with those remaining funds. The

School Board will make every reasonable effort to meet these requests provided the funds are not needed to meet other financial obligations of the District.

5.14 Class Size: Since the Board recognizes that teacher-pupil ratio has a direct influence on the effectiveness of learning and since the Board wishes to provide the most effective learning atmosphere possible, the Board will make every effort to keep classes at Grades K-2 to twenty (20) or fewer students and Grades 3-8 to twenty-five (25) or fewer students. In the event that a class exceeds the above maximums, the Board agrees to the provision of additional para-educator time for the purpose of assisting the classroom teacher.

5.15 Case Management-Special Education: Case management of students on IEP's will be assigned to only staff members who are specifically trained and certified in those specific need areas.

5.16 Substituting: Teachers will not be required to substitute for other staff members except when no substitute can be secured and when every effort has been made to secure the services of a substitute. If a teacher does substitute for another staff member, he/she will be reimbursed 1/7 of 1/180 of his/her pay for each class period he/she substitutes.

5.17 Just Cause: No teacher will be disciplined or reprimanded except for just cause. For purposes of this agreement, discipline will not include issues of suspension, dismissal, or non-renewal under the appropriate statutory law.

ARTICLE VI

TEACHER EVALUATION

6.1 The parties recognize the importance and value of procedures for evaluating and assisting all teachers in their professional development. The parties specifically recognize the purpose of teacher evaluation is to support professional growth, to improve instruction, and to allow for informed personnel decisions.

6.2 The evaluation of non tenured teachers in Gilmanton will follow a yearly procedure which includes two written evaluations per year each based on two classroom observations by the principal or a qualified administrative designee. The two observations of the work performance of a teacher will be conducted openly and with prior knowledge of the affected teacher and shall be for a minimum of twenty-five (25) minutes.

6.3 A teacher shall be given a copy of any evaluation report prepared by his/her evaluators twenty-four (24) hours before any conferences held to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.

6.4 Complaints regarding a teacher made to any member of the administration by any parent, student or other person which may be used to evaluate a teacher, shall be promptly investigated by the administrator and the administrator shall reduce any substantiated complaint to writing and bring it to the attention of the affected teacher. The teacher shall acknowledge that he/she has had the opportunity to review any written complaint by affixing his/her signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article VI, then such report may be placed in that respective teacher's file.

6.5 The evaluation of tenured teachers in Gilmanton will follow the procedure outlined in the Gilmanton School Evaluation and Professional Growth Model. The observations required will be conducted openly and with the prior knowledge of the affected teacher and shall be for a minimum of twenty-five (25) minutes. (Both parties recognize that conditions may arise which may necessitate changes to this evaluation procedure. Should such a

circumstance arise, the District agrees to consult representatives of the Association and to make changes in collaboration with the Association.)

6.6 A tenured teacher may be placed on a *Program of Assistance* at the request of the individual teacher or the administrator. A *Program of Assistance* may be requested any time after the non probationary teacher's first two informal observations. The teacher and the administrator will mutually agree to design the *Program of Assistance*. Peers may only be involved in the assistance plan at the request of the individual teacher. Any and all participation of peers shall be strictly confidential to the individual teacher and may not be used in any way by the District against the individual teacher. The written plan will include: the identification of the concern/problem, improvement goals, resources needed, and a reasonable timeline for (plan) implementation and teacher improvement. There will be monthly check-ins with the administration throughout the *Program of Assistance*. At the conclusion of the *Program of Assistance*, the administration shall determine the appropriate next step, which may include returning to the evaluation cycle, further assistance, or recommendation for non-renewal.

6.7 The parties recognize and agree that, subject to the provisions of this Article VI, teacher evaluation is a supervisory function.

6.8 Each new teacher shall be made aware of the School District's evaluation plan at the School District's Orientation Day, including criteria, goals and objectives of any such plan (including new plans) and the Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination of any matter under this Section 6.6.

6.9 Each teacher shall be entitled access to his/her personnel file with advance notice to the Superintendent, or his/her designee.

6.10 The teacher shall have the right to make appropriate response to any material contained in his/her personnel file and such response shall be made a part of said teacher's file. Reproductions of such material may be made by hand or copying machine, if available.

6.11 Upon funding of this collective bargaining agreement, the parties agree to form a joint labor/management study committee to explore teacher evaluation systems including the NH DOE Teacher support and evaluation model and recommend any necessary changes to the current Gilmanon teacher evaluation system. The committee shall hold its first meeting prior to the end of the 2013-2014 school year. Any agreed upon changes to the current system resulting from the work of the joint committee must be submitted to the GEA and GSB and receive ratification prior to implementation.

ARTICLE VII
COMPENSATION

Salary

7.1 Salaries for contract employees shall be determined by placement of the employee on the appropriate step and track of the Salary Schedule attached to the Agreement as Appendix A. Generally, step placement shall be determined by years of experience, and track placement by level of education. Employees entitled to step increases shall advance on the salary schedule each year. All new employees shall also be placed on the step and track of the Schedule commensurate to their experience and academic achievement.

7.2 The salary of employees covered by this Agreement shall be prorated at one one-hundred and eightieth (1/180) of his/her appropriate salary for the number of designated days of employment between August twenty-fifth (25th) of any year and June thirtieth (30th) of any year.

7.3 The Superintendent shall continue to have the right to withhold for just cause all or part of any salary increase to which any employee covered by this Agreement may be entitled hereunder.

Curriculum Work

7.4 Curriculum work approved by the school administration to be completed during the summer or other non-school time will be compensated at the per diem rate of the base teacher salary (BA Step 1).

Co-Curricular Stipends

7.5 The supervision of extra-curricular activities offered by the School, when assumed by contract employees, provides an extra earnings opportunity and is not considered part of a teacher's normal duties and responsibilities. Therefore, such supervision is compensated according to Appendix B – Co-Curricular Stipends. Just as salaries, these stipends are subject to negotiation.

7.6 In the event that the Board determines that additional extra-curricular activities should be added when negotiations of this Agreement are not open, it will notify the Association of its intention to create new stipends and of the rates it intends to pay. Should these rates be acceptable to the Association, they may be appended to the Stipend Schedule via a memorandum of agreement between the Board and the Association. Should they not be

acceptable to the Association, the Association may indicate its desire to convene negotiations to address the new stipends. These negotiations would be limited to the new stipends in question and not open for the review of pre-existing stipends.

Longevity

7.7 One year after reaching the top of the salary schedule, teachers who have at least ten (10) years of service to the Gilman School District will receive 2.0% of the base commensurate with his/her level of education. Teachers who have at least fifteen (15) years of service to the Gilman School District will receive 2.5% of the base commensurate with his/her level of education. Teachers who have at least twenty (20) years of service to the Gilman School District will receive 3.0% of the base commensurate with his/her level of education. Sharon Johnston will continue to receive longevity under the current section 7.7 (Employees hired in 1982 or before shall receive a stipend of \$80.00 X years of service to the district) and will not receive the new longevity stipend.

ARTICLE VIII

INSURANCE

8.1 The Board agrees to maintain in effect health insurance plans into which all contract employees may enroll provided they are eligible under the guidelines of these insurance plans. All contract employees will be offered coverage under either the School Care Point of Service (POS) or the School Care HMO plans.

8.2 The District will not itself administer any part of the insurance benefits referred in Section 8.1, but it will obtain contractual agreements to which the Board and the Association agree.

8.3 The Insurance carrier may be changed by mutual consent to another carrier which will provide equal or better coverage at the same or less expense. Changes in health insurance must be negotiated.

8.4 Teachers may select single, two (2) person or family coverage subject to the cost sharing limitations described in paragraph 8.6 of this article.

8.5 Participation in any health insurance plan offered by the District shall be subject to such eligibility requirements of the respective carrier, and any disputes which arise in this respect shall be between the employees and said carrier. The employees shall have no recourse to the Board in any such matter.

8.6 For all full-time contract employees, the District's contribution for health insurance premiums shall be:

POS	Single	2 Person	Family
Year 2014-2015	95%	80%	75%
Year 2015-2016	90%	85%	80%
Year 2016-2017	85%	85%	85%
HMO	Single	2 Person	Family
Year 2014-2015	95%	80%	75%
Year 2015-2016	90%	85%	80%
Year 2016-2017	85%	85%	85%

For all part-time contract employees, the District's contribution to the premium costs of health insurance for any given employee shall be proportional to the percentage of full-time that that teacher is working.

8.7 The teachers' contributions toward their health insurance will be collected by payroll deductions.

8.8 The District shall pay a sum equal to thirty-five percent (35%) of the price of the single School Care POS Plan to any teacher who declines health insurance coverage. This payment, which is taxable income, will be made in twenty (20) equal payments, beginning with the first pay period of each school year. Furthermore, this sum will be prorated for any employee who declines the insurance for less than the full benefit year.

8.9 The Board agrees to maintain in effect a dental health insurance plan for all employees. The District shall provide up to five hundred dollars (\$500) toward the cost of the premium for dental insurance for each year of the contract.

ARTICLE IX

LEAVE OF ABSENCE

9.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article IX.

9.2 Sick Leave: Sick leave shall be confined to the illness or physical disability of a teacher or for care of sick members of the teacher's immediate family, excluding work connected disability covered by New Hampshire Workman's Compensation Laws.

9.3 Each full time teacher and part time teacher hired prior to January 1, 1995, and each full time teacher hired on or after January 1, 1995, will begin each contract year with a credit of fifteen (15) days sick leave pay at their applicable salary rate. Commencing with teachers hired on or after January 1, 1995, each part time teacher will begin each contract year with a proportional credit of the full time teacher's credit of sick leave with pay commensurate with the proportion of a FTE they are contracted for. Sick leave shall accumulate up to ninety (90) days maximum per teacher and no more than ninety (90) days may be carried from year to year.

However, after the ninety (90) days has been accumulated, for each unused sick leave day beyond the ninetieth (90th) day to which a teacher would be entitled were there no limit, the teacher will be reimbursed at the prevailing substitute compensation rate. Every reasonable effort shall be made to reimburse by June 30th of each year.

Furthermore, once a teacher has accumulated ninety (90) days, the teacher shall be credited with the number of days beyond ninety (90) to which he/she would be entitled; and any sick leave taken shall be out of those days until the credit falls below the ninety (90) again.

9.4 Each teacher will receive yearly a written accounting of their accumulated sick leave from the Superintendent's Office no later than the first (1st) payroll period in September.

9.5 Personal Leave: Teachers shall be entitled to a maximum of six (6) half days paid personal leave days to conduct important affairs which cannot be accomplished at any other time. Additional days under this Section 9.5 may be granted with or without pay at the discretion of the Superintendent, and such action taken by the Superintendent shall not be subject to the grievance procedures of this Agreement. To be eligible for personal leave under this Section 9.5 written request shall (except in an emergency) be presented to the respective Building Principal at least

forty-eight (48) hours prior to any such personal leave.

9.6 Work Connected Illness - Accident: An employee who is absent due to a work connected illness or accident (Workman's Compensation) may receive the net difference between Workman's Compensation payment and his/her pay at his/her applicable salary rate, and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workman's Compensation Laws of the State of New Hampshire. Amounts paid by the Board under the provisions of this Section 9.6 shall be subject to usual and customary payroll deductions (taxes, etcetera). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workman's Compensation claim.

9.7 Military Leave: Military leave of absence shall be granted by the Board in accordance with State and Federal Statutes.

9.8 Military - Annual Training: An employee called to serve not more than thirty (30) days annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate.

9.9 Jury Duty: An employee called as a juror will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stubs) must be submitted to the employee's immediate supervisor.

9.10 Funeral Leave: Teachers shall be entitled to a maximum of three paid days per death for attendance at funerals of members of their family or those of their spouse's family. In extenuating circumstances, the Board may grant additional leave under this Section.

9.11 Professional Leave: A teacher will be entitled to three (3) days annual leave for participation in appropriate professional meetings, conferences and visitations with other schools and the like, without loss of pay or deduction from other leave time and with reimbursement for the actual expenses of the meeting and mileage. Under special

circumstances teachers may apply for additional professional leave.

Such professional leave forms shall be presented to the principal at least three (3) days prior to such leave and approved by the superintendent. Denial shall not be for arbitrary or capricious reasons.

9.12 Sabbatical Leave:

- (A) Upon completion of seven (7) years in the Gilman School District and with notification to the Superintendent on or before December First (1st) of the year preceding leave, a teacher may be granted up to one (1) year Sabbatical Leave for approved professional study.
- (B) During this Sabbatical Leave the Board will fund at least fifty (50) percent of the salary and at least fifty percent (50%) of the health and dental benefit of the teacher on sabbatical prorated for the period of the absence. A teacher whose employment in the District is supported by Federal funds will be eligible for funding of only the District portion of his/her salary. A teacher who obtains a stipend for his/her sabbatical under a Federal grant will be eligible for District funding for 50% of his/her salary up to a total of 100% of his/her annual salary, counting the Federal grant. The teacher applicant for a paid sabbatical leave must guarantee to the Board in writing that, in the event the leave is granted, he/she agrees to remain in the employment of the district for at least one (1) school year following his/her return from leave. All benefits to which a teacher was entitled at the time of leave including sick leave, seniority and other benefits shall be restored upon return from leave. Teachers may keep health and dental insurance benefits in force while on leave by reimbursing the district for 50% of the cost of these benefits. Payment for said health insurance coverage shall be made to the superintendent's office thirty (30) days prior to the health premium due date.
- (C) The Board reserves the right to limit the number of leaves granted in any one (1) year.
- (D) The Board reserves the right to review and either grant or deny such sabbatical leave requests. The Board and administration realize their responsibility to share reasons for their approval or denial of such requests and would notify the applicant in writing of the reasons for said decision. The decision rendered would not be made for arbitrary or capricious reasons.

9.13 Childrearing or Parenthood Leave: Childrearing and Parenthood Leave will be granted without pay for up to one year, at the discretion of the Board, for either natural or adoptive parents. Written request for such leave must be made to the Superintendent at least ninety (90) days prior to the beginning of such leave and it shall include the anticipated date the teacher plans to return to work. This leave will not be denied for unfounded reasons. All benefits to which the teacher was entitled at the time of the leave, including sick leave and seniority, shall be restored to the teacher upon his/her return from leave. For the initial 12 weeks of the leave (as stipulated by the Family & Medical Leave Act), the District will maintain the teacher's health and dental insurance benefits on the same terms as when employed. Teachers may keep health and dental insurance benefits in force while on leave beyond 12 weeks by reimbursing the School District for the whole cost of these benefits. Payment for said health insurance coverage shall be made to the Superintendent's Office thirty (30) days prior to the health premium due date. (Maternity or Childbearing Leave remains as a benefit covered under 9.2 above -- the Sick Leave section of this Article.)

9.14 Any short and long term leaves of absence for any reason not specifically covered in this Article IX may be granted and paid or not paid at the discretion of the Board. Leaves granted under this Section 9.14 shall provide guaranteed re-employment.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definition: A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of this Agreement. An “aggrieved teacher” is the person or persons making the claim. All time limits specified in this Article X shall mean school days, except during the summer recess when they shall be Monday - Friday excluding holidays.

10.2 Purpose: The parties acknowledge that it is more desirable for an employee 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 (see Appendix E attached hereto) and referred to the following formal grievance procedure.

10.3 Right of Representation: The right of representation by an Association Representative shall be limited to the grievance procedure and the collective bargaining process as set forth in RSA 273A:11, Section 1, Paragraph A.

10.4 Formal Procedure: The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. The grievance must be submitted in writing within 100 days of said violation or condition. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of any such grievance.

LEVEL A: Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved teacher. Within five (5) days following any 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 Level B within five (5) days of the receipt of an answer given at 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 within five (5) days from receipt

of the answer rendered at this level the grievance may be referred to Level C.

LEVEL C: Within ten (10) days of a grievance being referred to this level, the School Board will meet with the participants of Level A and the Superintendent to examine the facts of the grievance. The School Board shall give its answer within ten (10) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level, the grievance may be referred to arbitration as set forth herein.

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, then the parties shall apply to the American Arbitration Association or the New Hampshire Public Employee Labor Relations Board (PELRB) to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall not be binding on either party, but shall be advisory only. The parties agree to share equally in the compensation and expense of the arbitrator. In any event, the decision of the Board shall, after full compliance with this Article X, be final.

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

10.6 Upon selection and certification by the Association, the Board shall recognize an association grievance committee.

10.7 Grievance(s) of a general nature or involving the Superintendent may be submitted by the Association to Level B.

10.8 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

10.9 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 to proceed to the next level.

Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

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

10.11 All documents, communications and records dealing with the processing of a grievance shall not be forwarded to any prospective employer of the grievant, nor shall documents be revealed or the grievances be alluded to in any communications between the administration and said prospective employer.

10.12 All documents and information relative to grievances shall not be put in the personnel file of any teacher but rather placed in a separate file maintained for this purpose.

ARTICLE XI

RETIREMENT INCENTIVE PLAN

Employees who meet the requirements described in this Article may receive either the retirement incentive under Section 11.1 or the sick day buyback under Section 11.2, whichever is greater. No employee may receive both the retirement incentive and sick day buyback.

11.1

11.1.1 Minimum Experience Required: Employees with at least ten (10) years of service in Gilmanton who are at least fifty-five (55) years old and who are eligible for early retirement under the New Hampshire Retirement System shall be eligible for the following retirement incentive program.

11.1.2 Notice of Intent: Notice of one's intention to retire under this plan must be submitted in writing to the Superintendent of Schools no later than January 1 of the last full year of full time employment. Notice of retirement will be considered a commitment on the part of the employee and unless a significant change occurs on the part of the employee, it cannot be retracted without School District authorization. A significant change will be dealt with on a case by case basis by the School Board without being arbitrary or capricious to the affected individual.

11.1.3 Formula for Implementation: The incentive payment shall be determined by the following formula: $35\% \times$ Last Salary

11.1.4 Definitions:

Age: Actual age in years as of September 1 of the calendar year in which the employee retires (i.e. the September following retirement). Years of credit based on number of contracts executed for active teaching.

Last Salary: Shall mean the amount earned in the last full school year of Gilmanton employment. This is the annual salary as defined under New Hampshire State Teacher's Retirement System.

Annual Salary: Means the amount paid for the services specified in the contract which involve a teaching, administrative, or supervisory function. It does not include amount paid for extra duty assignments, terminal pay, or longevity.

Maximum Last Salary: When utilizing the Formula for Implementation shall not exceed respective degree column

and step of the teacher's salary schedule.

Insurance Benefits: Each employee shall be eligible to receive single-person coverage under the health and dental insurance benefits offered by the District until the employee attains Medicare eligibility, with a maximum District contribution equal to fifty-five percent (55%) of the annual cost of single person coverage under the School Care POS Plan.

11.1.5 The limit of the number eligible for early retirement in any single year will be two (2). In the event that more than two apply, the plan shall be limited to the two most senior applicants. Seniority shall be determined first by age, then by years of service in the Gilmanton School District, then by birth date. The School Board may, at its discretion, approve additional applications for the plan.

11.1.6 Upon retirement, a teacher under sixty (60) years of age with twenty (20) or more years of continuous service to the District shall receive the current daily substitute rate of compensation for such unused sick days.

11.2 Sick Day Buyback

11.2.1 Upon retirement, a teacher age sixty (60) and over with twenty (20) or more years of continuous service to the District shall receive the equivalent of his/her daily rate of compensation (last salary/185) for each sick day left in that individual's sick day account.

11.3 Payment Dates and Limitation

Notwithstanding any other provision in this Agreement, the retirement incentive or sick leave buyback will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in July following the date of retirement, and shall equal the maximum portion of the retirement incentive or sick leave buyback that will not result in the School District being assessed by the New Hampshire Retirement System under RSA 100-A:16III-a. The second lump sum payment shall be due and payable at least 121 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the retirement incentive or sick leave buyback that was not paid in the first lump sum.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

12.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system 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, sex, sexual orientation, age, national origin, domicile, marital status, membership and/or activity in the Association. The Gilmanton Board is committed to repelling any form of discrimination.

12.3 Sick Leave Bank

- a.) The Board agrees to allow the GEA to maintain a sick leave bank to cover members of the bargaining unit in the event of a catastrophic illness. All employees covered by this Agreement will participate in the sick bank.
- b.) The donated sick days will be deposited at the start of the school year.
- c.) Employees shall contribute one (1) sick leave day per employee per school year until the sick bank reaches at least ninety (90) days. If the sick bank goes below ninety (90) days, all members will contribute a day the following school year. No more than ninety (90) sick bank days can be used in any one school year.
- d.) If the bank gets depleted in one year, it will remain depleted for that year.
- e.) A member will become eligible to request extended benefits from the sick leave bank for catastrophic illness or disability to the employee or a member of the employee's immediate family, provided he/she has exhausted all of his/her accrued sick leave.
- f.) Upon presentation of medical evidence of catastrophic illness or disability to the Committee, an employee may be granted up to fifteen (15) additional days of sick leave. Should the employee still be sick or disabled after this time, he/she may request an additional fifteen (15) days for a maximum of thirty (30) days.
- g.) No one shall be entitled to receive sick leave and disability benefits at the same time.

- h.) The sick bank will be administered by two elected members from the bargaining unit, one member from administration appointed by the Superintendent, a School Board member, and the school nurse. A majority vote shall decide whether to grant the days or not.
- i.) All decisions of the sick bank committee will be final and binding and will not be grievable.
- j.) The School District will maintain sick bank records and provide the sick bank committee with an annual report by October 30 each year.

ARTICLE XIII

FINAL RESOLUTION

13.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XIV

DURATION OF AGREEMENT

14.1 This Agreement, with attached revisals of Article A-I, shall continue in full force and effect until midnight of June 30th of the year 2017, and thereafter until a new contract is agreed upon by both parties. It has been mutually understood and agreed upon by both the representatives of the Gilmanton School Board and the Gilmanton Education Association that Article XIV Duration of Agreement does not constitute an evergreen clause.

14.2 Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representatives of the Gilmanton School Board and the Gilmanton Education Association.

IN WITNESS THEREOF the parties have executed this Agreement on this April 8, 2014, to the date and year first written above.

GILMANTON SCHOOL BOARD

BY: [Signature]

Chairperson

Date 4-8-14

GILMANTON EDUCATION ASSOCIATION

BY: [Signature]

Christine Johnson, GEA Co-President

BY: [Signature]

Amy Small, GEA Co-President

APPENDIX A

2014/15				
Step	BA	BA+15	BA+36/MA	MA+30
1	\$34,165	\$35,361	\$37,306	\$39,451
2	\$35,190	\$36,422	\$38,425	\$40,634
3	\$36,246	\$37,514	\$39,578	\$41,853
4	\$37,333	\$38,640	\$40,765	\$43,109
5	\$38,453	\$39,799	\$41,988	\$44,402
6	\$39,607	\$40,993	\$43,247	\$45,734
7	\$40,795	\$42,223	\$44,545	\$47,106
8	\$42,019	\$43,489	\$45,881	\$48,519
9	\$43,279	\$44,794	\$47,258	\$49,975
10	\$44,578	\$46,138	\$48,675	\$51,474
11	\$45,915	\$47,522	\$50,136	\$53,018
12	\$47,292	\$48,948	\$51,640	\$54,609
13		\$50,416	\$53,189	\$56,247
14		\$51,928	\$54,785	\$57,935
15		\$53,486	\$56,428	\$59,673
16		\$55,572	\$58,121	\$61,463

2015/16				
Step	BA	BA+15	BA+36/MA	MA+30
1	\$34,165	\$35,600	\$37,380	\$39,529
2	\$35,190	\$36,668	\$38,501	\$40,715
3	\$36,246	\$37,768	\$39,656	\$41,937
4	\$37,333	\$38,901	\$40,846	\$43,195
5	\$38,453	\$40,068	\$42,071	\$44,491
6	\$39,607	\$41,270	\$43,334	\$45,825
7	\$40,795	\$42,508	\$44,634	\$47,200
8	\$42,019	\$43,783	\$45,973	\$48,616
9	\$43,279	\$45,097	\$47,352	\$50,074
10	\$44,578	\$46,450	\$48,772	\$51,577
11	\$45,915	\$47,843	\$50,235	\$53,124
12	\$48,211	\$49,279	\$51,743	\$54,718
13		\$50,757	\$53,295	\$56,359
14		\$52,280	\$54,894	\$58,050
15		\$53,848	\$56,540	\$59,792
16		\$56,540	\$59,368	\$62,781

2016/17				
Step	BA	BA+15	BA+36/MA	MA+30
1	\$34,660	\$36,151	\$37,958	\$40,141
2	\$35,700	\$37,235	\$39,097	\$41,345
3	\$36,771	\$38,352	\$40,270	\$42,586
4	\$37,874	\$39,503	\$41,478	\$43,863
5	\$39,011	\$40,688	\$42,722	\$45,179
6	\$40,181	\$41,909	\$44,004	\$46,534
7	\$41,386	\$43,166	\$45,324	\$47,930
8	\$42,628	\$44,461	\$46,684	\$49,368
9	\$43,907	\$45,795	\$48,084	\$50,849
10	\$45,224	\$47,169	\$49,527	\$52,375
11	\$46,581	\$48,584	\$51,013	\$53,946
12	\$49,026	\$50,041	\$52,543	\$55,564
13		\$51,542	\$54,120	\$57,231
14		\$53,089	\$55,743	\$58,948
15		\$54,681	\$57,415	\$60,717
16		\$57,552	\$60,430	\$63,904

APPENDIX B
CO-CURRICULAR STIPENDS

<u>ACTIVITY</u>	<u>STIPEND</u>
<u>Athletics</u>	
Girl's Basketball (grades 5 & 6)	\$1000
Girl's Basketball (grades 7 & 8)	\$1000
Boy's Basketball (grades 5 & 6)	\$1000
Boy's Basketball (grades 7 & 8)	\$1000
Soccer (grades 7 & 8) Boys	\$1000
Soccer (grades 7 & 8) Girls	\$1000
Soccer (grades 5 & 6) Co-ed	\$1000
Soccer Assistant	\$ 600
Volleyball	\$1000
Baseball	\$1000
Softball	\$1000
Spring Track -	2@ \$1000 ea.
 <u>Enrichment</u>	
Math Olympiad	\$ 900
8th Grade Advisor –	2 @ \$1300 ea.
Young Inventors	2 @ \$ 900 ea.
Yearbook Advisor	\$ 900
School Newspaper –	2 @ \$ 900 ea.
Student Leadership Team	\$ 900
Drama –	2@ \$1000 ea.
Spanish	\$ 900
Wee Deliver	\$ 250
Chorus Accompanist	\$ 480
Destination Imagination	2 @ \$900 ea.

APPENDIX C
OFFICE OF THE GILMANTON SCHOOL BOARD
TEACHER'S CONTRACT

ARTICLE OF AGREEMENT made this _____ day of _____,
20__, by and between the Gilmanton School Board, party of the first part, and
_____, party of the second part, witnessed:

1. That the party of the first part agrees to and does hereby employ said party of the second part to teacher for a school year not to exceed one hundred eighty-five (185) school days, inclusive of the time spent in service of the District as set forth in Section 7.1 of Article VII of the Master Agreement, beginning August twenty-fifth (25th) at an annual salary of \$ _____, payable in biweekly installments. Installments desired: Circle One: 21, 26, or 20-1.

2. Said party of the second part declares that he holds a New Hampshire certificate, license, or permit to teach from the Commissioner of Education, and agrees to conform to and carry out all lawful regulations which may be prescribed relative to the conduct of the school.

3. It is mutually agreed:

A. That the party of the first part may, without liability to itself or the District, terminate this contract in accordance with the New Hampshire statues governing suspension, dismissal or non-renewal.

B. That, except as given (A), this contract may not be terminated at any time prior to its expiration without the consent of both parties, and any request for its termination, except for urgent personal need, shall be by written notice of at least four (4) weeks.

APPENDIX D
GILMANTON SCHOOL DISTRICT
DUES DEDUCTION AUTHORIZATION FORM

NAME: _____

“I hereby authorize the Gilmanton School District to withhold from my salary the sum of \$_____ for membership dues as follows:

For membership in the Gilmanton Education Association, the sum of

\$_____ per year;

For membership in the NEA-NH the sum of \$_____ per year;

For membership in the National Education Association, the sum of

\$_____ per year.

The sums thus to be deducted can be remitted as follows:

A. Member may elect to pay dues in full to the Association.

B. Member may elect to have dues deducted from salary in equal deductions throughout contract year through last pay period in May. The number of deductions shall be mutually agreed upon by the GEA and the Business Administrator by June of the previous school year.

The above sums are hereby remitted by me to the Gilmanton Teachers of the Gilmanton Education Association and are to be remitted by the Gilmanton School District to the Treasurer of the Association and have done so the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on the appropriate agreed upon scheduled basis those funds which have been properly authorized and deducted.

It is further agreed upon that if I leave employment early that the district shall deduct outstanding dues which are due the Association from my last check.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and Association giving thirty (30) days prior notice to the end of the current school year of my desire to revoke same.

APPENDIX E
GRIEVANCE REPORT FORM

Grievance No. _____

Gilmanton School District

TO: _____

Complete in triplicate with:

(Name of Principal)

- copies to: 1. Principal
2. Superintendent
3. Association

SCHOOL:

NAME OF GRIEVANT:

DATE FILED:

LEVEL A

Date of Grievance: _____

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

2. Relief Sought: _____

Signature

Date

Answer given by Principal: _____

Signature

Date

Position of Grievant: _____

Signature Date

LEVEL B

Date Received by Superintendent: _____

Answer given by Superintendent: _____

Signature Date

Position of Grievant: _____

LEVEL C

Date Receive by School Board: _____

Answer by School Board: _____

Position of Grievant: _____

LEVEL D

Date Submitted to Arbitrator: _____

Disposition by Arbitrator: _____