

PROFESSIONAL AGREEMENT
BETWEEN
GOSHEN-LEMPSTER EDUCATION ASSOCIATION
AND
THE GOSHEN-LEMPSTER SCHOOL BOARD

EFFECTIVE DATES
JULY 1, 2010 - JUNE 30, 2013

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GOSHEN-LEMPSTER SCHOOL DISTRICT

PROFESSIONAL AGREEMENT

ARTICLE 1: Purpose and Intent

The purpose of the agreement is to execute a collective bargaining agreement under the provisions of RSA 273-A.

Therefore, the Goshen-Lempster School Board (the Board) and the Goshen-Lempster Education Association/NEA New Hampshire (the "Association") make and enter into this AGREEMENT on July 1, 2009 by and between the Board and the Association.

Pursuant to RSA 273-A, the Board has the authority to reach a mutually satisfactory agreement with the Association as a representative of the District teachers as set forth in ARTICLE 2.

Reference to all state and federal laws is informative and not subject to arbitration.

ARTICLE 2: Recognition

For the purpose of negotiation terms and conditions of employment as defined in NH RSA 273-A, the Association is hereby recognized as the exclusive representative for all full and part-time teachers, as well as the nurse and guidance counselor, employed by Goshen-Lempster School District. It is agreed that said recognition of the Association is valid unless certification is lost under provisions of NH RSA 273-A. The Association agrees to represent equally all personnel covered by this Agreement without regard to membership in the Association.

In the event a position is newly created, the Board and the Association will negotiate to determine if the position will be considered as a member of the Association and therefore be included in negotiations of the "Professional Agreement."

During the term of this Agreement, the Board will not negotiate with any group other than the Association with regard to any matter subject to negotiations as long as the Association is recognized by the Public Employee Labor Relations Board. However, this shall not prevent the Board from communicating or consulting with any individual member of the bargaining unit, or group of members of the bargaining unit, for any purpose the Board shall deem desirable in the discharge of its responsibilities. Furthermore, it shall not preclude any teacher from appearing before the Board on his/her own behalf on matters relating to his/her employment by the Board, providing that it is not in contravention of any article in the agreement.

ARTICLE 3: Association Rights

The Board agrees that the individual teacher shall have full freedom of association, of self-organization, and of the designation of representatives of his/her own choosing to negotiate the terms and conditions of his/her employment. He/she shall be free from interference, restraint, or coercion by the Board or its agents in the designation of such representative or in self-organization or in other concerted activities for the purpose of collective bargaining or grievance procedures.

The Association and its representatives may use the school buildings for Association business without cost. Representatives of the Association and their affiliates shall be permitted to transact Association business on school property, provided that this shall not disrupt the operation of school programs or services or previous obligations made to other organizations nor result in costs to the District.

The Association, upon request, will be given time on the first workday of the school year to present brief reports and announcements.

The Association shall be given an opportunity after faculty meetings to present announcements to members relevant to Association matters.

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on the faculty bulletin boards. The Association may use faculty mailboxes for communications to members of the bargaining unit.

The Association will be entitled to a total of three (3) days of leave per year to participate in Association business. Two workdays notice will be given for use of these Association days.

ARTICLE 4: Teacher Rights

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or age.

It is expected that all contract language governing employee activities and conduct shall be interpreted and applied uniformly to all bargaining unit members.

No member of the bargaining unit shall be required to appear before the Board or its agents for a formal hearing regarding the continuation of that member of the bargaining unit in his/her office, position, employment, or the salary or any increments pertaining thereto unless he/she has been given, at least ten (10) working days in advance, a written notice of the reason for such formal hearing and shall be entitled to have such legal representation as the individual desires to advise and represent him/her. This shall not preclude the right of the Board to place on temporary probation any teacher whose presence in the classroom is determined to be potentially detrimental to the well being of students.

The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided by State and Federal Statutes. No material pertaining to a bargaining unit member's job performance or behavior shall be placed in his/her personnel file unless the bargaining unit member has been given a copy of the material. The bargaining unit member and his/her representative will be allowed access to his/her personnel file. A member of the central office may be present during access to the personnel file. A request to look at the material in a teacher's file needs to be made at least twenty-four hours in advance by said teacher. A teacher may respond, in writing, to material in his/her file and that response shall be attached to the material in question.

ARTICLE 5: Negotiations Procedure

Negotiations procedure will be consistent with NH RSA 273-A. On or before October 1 prior to the expiration of this Agreement, either party may submit to the other written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment.

The Board will provide the Association non-confidential information in its possession for the development of proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

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

Nothing in this Article shall be construed to prohibit the Board and the Association from reaching agreement at any time between the declaration of impasse and the Annual School District Meeting.

If the parties have agreed to all cost items by the budget submission date (as defined in RSA 273-A:1 III), the Board agrees to publicly support those cost items and submit them to the Annual School District Meeting.

ARTICLE 6: Printing and Distribution

Copies of this Agreement shall be printed at the equally shared expense of the Board and the Association within thirty (30) days after the Agreement is signed, and all teachers presently in the system will receive a copy. All incoming teachers will receive said Agreement upon issuance of their first teaching contract.

The Association will receive ten (10) additional copies after each future ratification.

ARTICLE 7: Teacher Contract Days

The teacher contract shall be for one hundred eighty-five (185) days, to include one hundred eighty (180) student days and five (5) additional non-instructional days.

The five (5) non-instructional days shall be scheduled as follows:

Three days prior to the students' first day of school one of which will be planned by administration; two of which will be used for classroom preparation.

One day during contract year planned by administration.

One day after the students' last day of school which will be for closing of classrooms and completion of student records.

A sample copy of the teachers' contract will be attached to the Contract as Appendix E.

The nurse's contract shall be for one hundred eighty-four (184) days to include one hundred eighty (180) student days and four additional non-instructional days with activities to be determined by the administration.

ARTICLE 8: Teaching Hours

The required workday for members of the bargaining unit shall be seven hours. Bargaining unit members shall be given professional discretion regarding arrival and departure times, but will be present at all times during the student day 8:15 to 3:00. Bargaining unit members may also be expected to be available after the regular workday for biweekly faculty and department meetings, pupil placement and IEP meetings, orientation, and open house.

The student day shall be no more than 6 hours and 45 minutes. Teachers will not be required to supervise students before or after the student day. Teachers may use the time before and after the student day for activities such as lesson preparation or meeting with parents, paraprofessionals and colleagues.

All teachers shall be scheduled for a duty free lunch period of thirty (30) minutes.

All teachers shall have a minimum of two hundred (200) minutes of planning time per week, with a daily minimum of thirty (30) minutes. This planning time shall occur during the student day.

ARTICLE 9: Salary Schedule

Salaries shall be paid in accordance with the provisions of the salary schedule contained in Appendix A. Members of the bargaining unit who have completed at least ninety (90) school days of service during the school year and whose performance is satisfactory shall be advanced one (1) step on the appropriate salary track the following year.

Credit for relevant teaching experience outside of the Goshen-Lempster District, providing all other requirements are met, shall be allowed in full on the salary schedule. It is understood by both parties that any expenditures for salaries and benefits will not occur without approval from the School District.

No teacher will be hired by the District and placed on the salary schedule at a step higher than members of the bargaining unit who have equal experience.

The standard teacher's contract shall be for one hundred eighty-five (185) working days scheduled between August 23 and June 30. The School Board and the Association can mutually make exceptions to the starting and ending dates of the contract.

Contract payments will be made in twenty-six (26) bi-weekly installments. The last pay check in June will include the balance of the salary payments for the contract year. Exceptions to this schedule will be made for those members of the bargaining unit under contract for days of employment beyond the one hundred eighty-five (185) day contract or members of the bargaining unit who are not in a tax sheltered annuity program and who elect at the time they sign their contract to be paid in twenty-two (22) bi-weekly installments.

ARTICLE 10: Voluntary Deductions

Upon written authorization from the bargaining unit member, the employer shall deduct dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect through the year unless revoked in writing according to the procedures outlined in the NEA/New Hampshire Constitution and Bylaws. Pursuant to such authorization, the employer shall deduct from each regular salary check such dues, assessments and contributions, beginning with the first (1) of twenty (20) consecutive pay periods and forward all such collections to the Association's treasurer within five (5) business days of deduction.

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of the member and make appropriate remittance within five (5) business days of said deduction for such plans or programs such as annuities, credit union, insurance, and charitable donations up to the maximum number of "slots" the SAU computer will accommodate.

ARTICLE 11: Evaluation

The purpose of evaluation is to improve the quality of instruction, promote professional growth, and assess employee performance.

Teachers new to the school district shall be provided with a copy of the school district's evaluation plan as part of their orientation.

All monitoring or observation of the work of a bargaining unit member shall be conducted openly and in accordance with the current Professional Growth and Performance Plan. Changes to the plan will be subject to ratification by the Association and the Board.

ARTICLE 12: Just Cause

This article will only apply to those bargaining unit members on a continuing contract, and in no way is the intent of this article to take away any rights provided to the Board under RSA 189-A Failure to be Re-nominated or Re-elected.

No teacher shall be discharged, suspended, disciplined, reprimanded, or reduced in rank or compensation without just cause. All information forming the basis for disciplinary action will be made available to the teacher and his/her designee.

The Principal/Superintendent shall fairly and objectively investigate any alleged delinquencies concerning a teacher. If evidence is found, the Principal/Superintendent shall notify the teacher in writing indicating the expected means of correction and indicating a time period for correction.

Upon notification of a forth coming formal reprimand, the teacher shall be entitled to have counsel present (legal, association, and/or lay) when he/she is being formally reprimanded, warned, or disciplined for any infraction of rules of delinquency in professional performance. Administration also has the right to counsel representation (legal and/or lay). "Formal" means written documentation.

ARTICLE 13: Reduction in Force

In the event that the School Board reduces the staff, the following procedures shall be utilized:

1. The Association shall be notified, in writing, of the Board's intent to reduce staff prior to March 31st, and/or in compliance with RSA 189:14-a, **whichever is earlier**.
2. The reduction in force shall be based on seniority within equal certification. If members have the same seniority and certification, all members so affected will participate in a drawing by September 30th of that year to determine permanent placement on the seniority list.
3. The seniority list shall be prepared/updated by the Board and posted in the Goshen-Lempster Cooperative School by September 15th each year. The Association shall verify this list by September 30th. Seniority, for this purpose, is based on the total number of years a bargaining unit member has been continuously employed by the Goshen-Lempster School District as a bargaining unit member, and shall be computed from the date the member signed his/her contract with the Goshen-Lempster School District.
4. Members who have been laid off pursuant to this Article shall have recall rights for three years. Recall shall be in the inverse order of layoffs. It is the responsibility of the member to keep the administration informed of his/her current mailing address and telephone number. It is the responsibility of the administration to notify members, including members RIF'd subject to this paragraph, of vacancies. This notification shall occur by certified mail, return receipt requested. Failure to respond to this notification within ten days of its receipt shall terminate all recall rights for that member.
5. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated and all leave days accumulated, (not to exceed 100), as of the effective date of layoff, and so long as they are subject to recall pursuant to this Article. If, during this period, the bargaining unit member takes a non-bargaining unit position within the district, it will not jeopardize their RIF rights provided herein.
6. Teachers under contract obligation to another school district at the time of recall may be bypassed if unable to be released from such contract without loss of seniority. Such action shall not in any way affect the bargaining unit member's rights as guaranteed under this agreement.

ARTICLE 14: Grievance Procedure

A. Purpose: It is the policy of the Board and the Association that a sincere effort be made to resolve all problems informally if possible. However, both parties recognize that the formal grievance procedure must be available without any fear of discrimination because of its use.

B. Definitions:

1. A “grievance” is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. A “teacher” is any person in the unit covered by this Agreement.
3. An “aggrieved party” is the teacher, group of teachers, or Association who submit a grievance or on whose behalf it is submitted.

C. Submission of Grievance:

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the grievant’s immediate supervisor. The grievant shall inform the supervisor that he/she is pursuing the informal stage of the grievance procedure.
2. Each grievance shall be submitted in writing on the form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the persons responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it was based.
4. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievance to the building principal.

The Association may submit any grievance that involves a group or class of teachers.

D. Grievance Procedure:

1. The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools. Such submission shall be made within five (5) school days of the determination made at this stage. If no response is received within five (5) school days after the submission of a grievance, the aggrieved may submit a copy of the grievance to the Superintendent of Schools within five (5) school days.
2. The Superintendent or his/her designated representative shall upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties written statement of his/her position with respect to it no later than ten (10) school days after it is received by him/her. If the aggrieved party is not satisfied with the response of the Superintendent, he/she may submit a written appeal to the School Board within ten (10) school days after it is received by him/her.
3. The School Board or its designated committee shall meet with the aggrieved Party within fifteen (15) school days to attempt to resolve the matter. The Board shall communicate its decision in writing within ten (10) school days of the meeting.
4. In the event the aggrieved party is not satisfied with the decision of the School Board with respect to a grievance, it may, within ten (10) school days after receiving the statement, refer the grievance to binding arbitration. The following procedure shall be used to secure the services of an arbitrator:
 - a. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within five (5) school days, the American Arbitration Association will be notified and requested to submit a roster of persons qualified to function as an arbitrator.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

- d. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, or delete from, or modify in any way any of the provisions of the Agreement. The arbitrator may award a “make whole recommendation” but may apply no penalty payments. The arbitrator shall have no power to make any award involving “cost items” beyond those appropriated by the School District.
- e. The Board, the aggrieved, and the Association shall receive copies of the arbitrator’s report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator’s hearing.
- f. The finding of the arbitrator shall be final and binding.
- g. The costs for the services of the arbitrator including per diem expenses, if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring the same.

E. Rights of Teachers to Representation:

An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her own option, by the Association or by no more than two representatives selected or approved by the Association.

When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the grievance to the superintendent or any higher level, be notified by the Superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

The Board and the Association shall insure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance.

A. Note Taking:

The Administration reserves the right to have a note taker present and/or to be able to record any and all hearings that occur.

B. Records:

All documents, communications and records dealing with the processing of the grievance may be filed provided, however, that such documents, communications, or records shall not be forwarded to any prospective employer of the grievant. A copy of such grievance (s) shall, upon request, be given to the employee.

ARTICLE 15: Leave for Illness or Disability

There will be fifteen (15) leave days per year. The fifteen (15) days are not differentiated as to illness, death in the family, or other extreme emergencies. Of the fifteen (15) days only four (4) may be used as personal days and for these at least twenty-four (24) hours notice shall be given. Leave days can accumulate to one hundred (100). No bargaining unit member shall be allowed more than one personal day prior to or immediately following a long weekend or vacation, one time per year per person. The administration may request a doctor's note from a bargaining unit member who uses five (5) or more consecutive sick days.

Sick Bank

Bargaining unit members who are in need of additional sick leave beyond their accumulated days may request that the Superintendent allow donations of days from fellow bargaining unit members for their use. Decisions for this provision shall be made on a case by case basis.

ARTICLE 16: Maternity Leave

Maternity leave will be governed by Article 15, Leave for Illness or Disability, subject to the following provisions: disability caused by childbirth, miscarriage, abortion, or other medical conditions related to childbirth and evolved there from, may be treated as a temporary disability if the member so desires, for the purpose of taking leave. Days used for this purpose shall be charged to personal illness.

When foreseeable pregnant bargaining unit members must give thirty (30) days advance notice to the principal of the need to leave. In the event of unforeseen circumstances, bargaining unit members must give notice as soon as practicable.

After the birth of the child and upon proper notification, leave for personal illness may continue up to a maximum of twelve (12) weeks, or longer if the member is unable to return to work according to a written statement from the attending physician.

A temporary leave of absence, without pay, may be granted before and/or after leave for personal illness at the request of the member.

There shall be no loss of previously earned benefits as the result of leave under this article. A bargaining unit member on unpaid maternity leave shall retain negotiated insurance benefits. If a unit member does not return to the District following maternity leave he/she shall be responsible for reimbursing the District for the District's cost of said negotiated insurance benefits.

The provisions of the FMLA apply to both male and female members of the bargaining unit.

ARTICLE 17: Unpaid Leave of Absence

A. Academic Study, Foreign Exchange Program or Vocational Program

A leave of absence of one (1) year may be granted by the Goshen-Lempster School Board to any teacher upon the recommendation of the superintendent for the purpose of academic study at an accredited college or university, participating in a foreign exchange teaching program, or a work/training program related to his/her teaching area. Upon return from such leave for academic study or training, the teacher shall be placed on the salary schedule at the step which he/she was entitled before leave was granted. Upon return from leave for teaching in a foreign exchange program, the teacher will be placed on the salary schedule at the step which he/she would be on if he/she had taught in the District that year.

B. Health:

1. Upon request and with a physician's recommendation, subject to the same notification requirements specified in Article 16, a bargaining unit member shall be granted an unpaid health leave of up to a maximum of one (1) year and forty-five (45) days. The Board has the right to request a second opinion by a physician of the bargaining unit member's choosing at the Board's expense.
2. After three (3) years service health leave of up to one (1) year may be granted for purpose of caring for a spouse, son, daughter, or parent of the bargaining unit member.

C. Military Service:

Leaves shall be granted to serve in required military service. Such leaves shall be granted annually and renewed annually for the length of the term of service.

D. Child-Rearing:

A leave of absence of up to one (1) year may be granted to any member for the purpose of child-rearing, subject to the proper notice provisions contained in Article 16.

E. Discretionary Leave:

1. The School Board may, at their discretion, extend any unpaid leave that has been granted to a member.
2. Other requests for leaves of absence for special reasons may be granted at the sole discretion of the Board upon the recommendation of the superintendent.

F. General Provisions:

1. Return from leave shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the School Board. A member returning shall be assigned to a position for which he/she is certified. Should the same position no longer exist, the Reduction in Force procedure (Article 13) will be followed. If a member has had an extracurricular assignment prior to the leave of absence, the same assignment or a similar one, if available, shall be made upon the member's return.
2. A member on unpaid leave shall not be denied the opportunity to substitute in the School District by reason of the fact that he/she is on a leave of absence.
3. Members on unpaid leave of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by paying the full cost of such benefits.
4. Earned benefits shall be retained after all unpaid leaves of absences.
5. Any member who accepts a full-time position of employment shall have broken loyalty to the district and termination procedures shall begin.

ARTICLE 18: Sabbatical Leave

The Board recognizes the concept and common practices of sabbatical leaves. The potential long-term value to the District and the Individual Teacher is also acknowledged and understood.

For a sabbatical to be a practical reality for a teacher, significant funding and continuation of benefits are prerequisites.

The Board wishes to support the concept of Sabbatical Leave and would seek to achieve the eventual realization of such a program beginning with a process of information to the District.

ARTICLE 19: Staff Development and Professional Improvement

The SAU 71 Staff Development Master Plan requires that all members of the bargaining unit shall complete the minimum requirements of the Staff Development Master Plan of approved in-service activity during every three year period.

Members of the bargaining unit will notify the superintendent's office by September 30th if they are planning to take any college courses during the next fiscal year by filling out and submitting the approved Staff Development Intent Reimbursement Form. The superintendent shall notify all new and or recalled teachers that they have a 30 day window of opportunity to apply for such reimbursement, the 30 day period beginning with their first work day. The superintendent will indicate acceptance of the planned application for reimbursement by signing the application and returning a copy thereof to the bargaining unit member.

The Board will reimburse individual members of the bargaining unit for expenses incurred for such approved staff and/or professional development activities subject to these limitations:

One hundred (100%) percent reimbursement will be limited to:

A. The cost of tuition at the prevailing New Hampshire resident rate for one, three (3) credit graduate course at Plymouth State University or one, four (4) credit course at Keene State College plus mandatory fees, but excluding lodging, meals, and travel.

OR B. Conference and workshop fees, not to exceed the cost of tuition at the prevailing New Hampshire resident rate for one, three (3) credit graduate course at Plymouth State University or one, four (4) credit course at Keene State College plus mandatory fees, but excluding lodging, meals, and travel.

Reimbursement under this Article shall not exceed a total of \$10,000.00 which shall be distributed on a first-come basis determined by the date of submission of the Staff Development Intent Reimbursement Form.

Reimbursement depends on satisfactory completion of the course, and on submission to the Superintendent of receipt of payment for said coursework or conference/workshop fees. Reimbursement shall occur no later than forty-five (45) days after the reimbursement request.

Bargaining unit members may choose not to fulfill their intent to take college courses without penalty from the Board or Superintendent.

ARTICLE 20: Extracurricular Activities

Teachers may accept assignments to lead after school extracurricular student activities such as sports and clubs sponsored by the Goshen-Lempster School District.

The parties understand that acceptance of an extracurricular assignment by a teacher is voluntary. The assignment will be equivalent to appointment for the school year of the designated period the activity will run.

Resignation from an extracurricular assignment will not affect the employee's individual teaching contract.

Compensation for extracurricular activities will be in accordance with the salary schedule as it appears in Appendix B. Extracurricular activities funding will be included in the Annual Goshen-Lempster Cooperative School Budget.

ARTICLE 21: Insurance Benefits

The Board shall make payment of insurance premiums for each employee to assure coverage for the full twelve (12) month period commencing September 1st and ending August 31st. Bargaining unit members must sign up for the coverage prior to September 1st or have completed a full year's contract.

Members entitled to benefits may choose to receive a \$2,000.00 payment in lieu of the contract's health insurance provided that they submit proof of health insurance coverage outside of the district and provided that the district is made aware of this choice in writing.

In the event that a bargaining unit member, absent because of illness or injury, exhausts sick leave accrual, the benefits enumerated below shall continue until the end of the contract year upon physician's verification.

A. Health Insurance:

The District shall provide a choice of the four health insurance plans from the New Hampshire Municipal Association Anthem enumerated below to all bargaining unit members working 75% of full-time or more beginning with the first year of employment with the District. Members may choose individual, two person or family coverage. Members and the District shall be responsible for payment of the following percentages of monthly premiums.

Blue Choice Three Tier (BC3T10-R\$3/15M\$1)

	<u>Member</u>	<u>District</u>
Single	0%	100%
Two Person	17%	83%
Family	17%	83%

Matthew Thornton HMO (MTB5-R\$3/15M\$1)

	<u>Member</u>	<u>District</u>
Single	0%	100%
Two Person	15%	85%
Family	15%	85%

Blue Choice Two Tier POS (BC2T10-R\$3/15M\$1)

	<u>Member</u>	<u>District</u>
Single	0%	100%
Two Person	20%	80%
Family	20%	80%

Consumer Driven Health Plan (CDHP)

	<u>Member</u>	<u>District</u>
Single	0%	100%
Two Person	10%	90%
Family	10%	90%

Employees working between 50-74% of full-time shall receive a \$500.00 contribution from the District to an FSA after their first four weeks of employment. This amount shall be available to the employee on January 1st of each year beginning in 2010. An employee who becomes qualified after January 1st of any year shall receive a pro-rated contribution. The parties shall continue to investigate the possibility of making this contribution in an alternative, mutually satisfactory, manner.

B. Dental Insurance

The Goshen-Lempster Cooperative School District will provide for Northeast Delta Dental Coverage or its equivalent, paying 100% for Coverage A and 60% for Coverage B.

C. Life Insurance

The Goshen-Lempster Cooperative School District shall pay 100% of the premium payments for Group Term Life Insurance with the death benefit being the employee's salary rounded to the nearest thousand dollars.

D. Long-Term Disability Insurance

The Goshen-Lempster Cooperative School District shall pay 100% of the premium payments for Long Term Disability Income with a monthly benefit of 66-2/3%, of salary, with an elimination period of either accumulated sick days, or ninety (90) consecutive calendar days whichever is greater.

ARTICLE 22: Management Rights

If the legislative body rejects any part of the submission, or while accepting the submission takes any action which would result in a modification of the terms of the cost item submitted to it, either party may reopen negotiations on all or part of the entire agreement.

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be reopened on any items, whether contained in this Agreement or not, nor will negotiations be reopened on the impact of any permissible management action during the life of this Agreement. The operation of the schools and the direction of the staff are vested exclusively in the School Board.

ARTICLE 23: Savings Clause

If any provision of this Agreement or any application of this Agreement is held to be contrary to law by any court or Board of competent jurisdiction or if compliance with or enforcement of any portion should be restrained by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations to bring such part(s) of the Agreement, held to be invalid, into compliance with the edicts set by the court.

ARTICLE 24: Retirement Benefit

The Goshen-Lempster School District will financially support payment of a Retirement Benefit.

The number of teachers who can retire in one fiscal year will be two, unless the GLSB decides to allow more than two. In the event that more than two teachers apply, the GLSB will use seniority with the GLSD as the determining factor.

To be eligible for this retirement benefit, the teacher must:

1. Be at least fifty-five (55) years old at the date of retirement.
2. Have completed a minimum of ten (10) years of service in the GLSD at the date of retirement; and
3. Provide written notice to the GLSB of the intent to retire by November 1 of the school year preceding the final school year before retirement.

The retirement benefit is comprised of parts A and B:

- A. Unused Sick Leave: Any teacher who is retiring shall receive two thirds (2/3) of the current substitute teacher pay per day for all unused sick leave up to one hundred (100) days. This would be paid as one cash payment at the official date of retirement.
- B. Salary Stipend: A salary stipend equal to 33 1/3% of the retiree's final year salary will be calculated and paid to the employee as part of their salary and regular pay schedule during their final school year. This stipend can be paid into a tax deferred annuity at the choice of the teacher.
- C. In no event shall the combined retirement benefit exceed the amount which would result in the District being assessed any cost of the benefit pursuant to N.H. RSA 100-A:16, III-a (d).

ARTICLE 25: Duration

This Agreement shall be effective July 1, 2010 through June 30, 2013.

GOSHEN-LEMPSTER
EDUCATION ASSOCIATION

GOSHEN-LEMPSTER
SCHOOL BOARD

By: _____

By: _____

Date: _____
Chairperson, Negotiations Committee

Date: _____
Chairperson, Negotiations Committee

By: _____

By: _____

Date: _____
Association President

Date: _____
Chairperson, School Board

APPENDIX B

EXTRACURRICULAR SALARY SCHEDULE

Coordinator	\$500.00
Head Coach	\$500.00 (for each sport)
Ass't Coach	\$300.00
Yearbook Advisor	\$750.00
Drama	\$750.00
Student Council Advisor	\$750.00

Persons to fill these positions must be appointed each year. The Board may choose to add additional extracurricular activities and the salaries for these positions will be mutually agreed upon by the Board and the GLEA.

APPENDIX C

GRIEVANCE ADJUSTMENT FORM A

COMPLAINT BY THE AGGRIEVED PERSON: (A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.)

NAME OF COMPLAINANT

DATE OF FILING

HOME ADDRESS

HOME TELEPHONE NUMBER

POSITION HELD

SCHOOL

PRINCIPAL

STATEMENT OF GRIEVANCE:

PROVISION OF PROFESSIONAL AGREEMENT VIOLATED:

ACTION REQUESTED:

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM B

DECISION OF THE PRINCIPAL: (To be completed within five (5) school days after the receipt of the written grievance.)

COMPLAINANT

DATE OF FILING

SCHOOL

PRINCIPAL

DECISION OF THE PRINCIPAL AND REASON THEREOF:

DATE OF THE DECISION: _____

Signature of Administration

GRIEVANT'S RESPONSE: (To be completed by Aggrieved within five (5) school days of decision and sent to Association's Grievance Chairman.)

_____ I ACCEPT THE ABOVE DECISION.

_____ I HEREBY REFER THE ABOVE DECISION TO THE SUPERINTENDENT OF SCHOOLS.

DATE OF RESPONSE: _____

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM C

DECISION OF THE SUPERINTENDENT: (To be completed within ten (10) school days after the receipt of the written grievance.)

COMPLAINANT

DATE OF FILING GRIEVANCE

SCHOOL

PRINCIPAL

DECISION OF THE SUPERINTENDENT AND REASON THEREFORE:

DATE OF DECISION: _____

Signature of Superintendent

GRIEVANT'S RESPONSE: (To be completed by Aggrieved within ten (10) school days of decision and sent to Association's Grievance Chairman.)

_____ I ACCEPT THE ABOVE DECISION.

_____ I HEREBY REFER THE ABOVE DECISION TO THE ASSOCIATION'S
GRIEVANCE COMMITTEE FOR REFERRAL TO THE SCHOOL BOARD.

DATE OF RESPONSE: _____

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM D

DECISION OF THE SCHOOL BOARD: (To be completed within ten (10) school days of the meeting.)

AGGRIEVED PERSON

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

SCHOOL

PRINCIPAL

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

DATE OF DECISION: _____

Signature of School Board Representative

AGGRIEVED PERSONS RESPONSE: (To be completed by Aggrieved within ten (10) school days of receipt of decision and sent to the School Board and The Association's Grievance Chairman.)

_____ I (DO) (DO NOT) ACCEPT THE ABOVE DECISION.

DATE OF RESPONSE: _____

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM E

GRIEVANCE COMMITTEE REVIEW: (To be completed by Association Grievance Committee Chairman within ten (10) school days of referral.)

GRIEVANT

DATE OF FILING GRIEVANCE: _____

CHAIRMAN OF GRIEVANCE COMMITTEE

DATE REFERRAL RECEIVED BY GRIEVANCE COMMITTEE: _____

DECISION OF THE GRIEVANCE COMMITTEE AND REASONS THEREFORE:

_____ THE GRIEVANCE COMMITTEE HAS RECOMMENDED NOT TO SUBMIT
THE GRIEVANCE TO ARBITRATION.

_____ THE GRIEVANCE COMMITTEE HAS RECOMMENDED THAT THE
GRIEVANCE SHOULD BE SUBMITTED TO ARBITRATION.

Date of Opinion: _____

Signature of Grievance Committee Chairman

APPENDIX D
Goshen-Lempster Cooperative School District
Teacher Contract

AGREEMENT made this ___day of____, by and between Goshen-Lempster Cooperative School District, hereinafter called the District, and _____, of _____ hereinafter called the Teacher.

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. The District shall employ the Teacher for the school year beginning on August 22, 2009 following the date of this agreement, and ending on the following June 30TH. at an annual salary of \$.___ payable in 22 or 26 biweekly installments commencing on August , 2009, less any deductions required by Federal or State law, proper deductions for loss of time, and other deductions agreed to by the parties and authorized in writing by the Teacher.
2. The Teacher shall work for the District for said period and shall conform to and carry out all public school laws and all lawful rules and regulations relative to the conduct of the schools and teachers, which may be adopted by the School Board or the State Board of Education (RSA 189:15 and 186:5).
3. The Teacher is assigned to the following position(s):

Such position shall include those duties of a non-instructional nature as are customarily incident thereto.

The right is reserved to the District to make such changes in the Teacher's assignment as unforeseen conditions may require for the best interest of the school system, except that in no event shall the Teacher be assigned to a position for which he is not qualified or certified by the State Department of Education to occupy. The salary quoted herein is the entire compensation of the Teacher for all services to be performed under this agreement.

4. The employment of the Teacher hereunder shall not be valid unless the Teacher holds at the beginning of the school year an appropriate credential issued by the State Department of Education for the position for which (s)he has been employed. This contract shall become null and void if the Teacher fails to maintain such teaching credential in full force and effect throughout the school year.
5. The salary quoted herein is for the school year of not more than 185 school and other professional - workdays.
6. This contract may be terminated by the District prior to its expiration date, if the Teacher is lawfully dismissed in accordance with RSA 189:13, or is lawfully removed in accordance with RSA 189:31 and 32, and in case of such termination the District shall be obligated to pay the Teacher his/her compensation for service rendered up to the effective date of termination, but shall not be otherwise liable to the Teacher.
7. This contract may be terminated by mutual consent at any time.
8. The Teacher and the District shall be bound by the public school statutes of New Hampshire now in force or hereafter enacted, and by all applicable administrative rules and regulations adopted thereunder having the effect of the law.

IN WITNESS WHEREOF the parties hereto have executed this contract.

By: _____
For the School Board Teacher Date

APPENDIX E

Please return your requests to the office by September 30th
Goshen-Lempster Cooperative School

**BUDGET REQUEST FOR TUITION REIMBURSEMENT FOR COLLEGE COURSES,
WORKSHOPS, AND SEMINARS**

Name: _____

School Year: _____

College Course 2213 - 240

___ I hereby request approval of the following course for tuition reimbursement:

Name or Subject of Course: _____

Institution: _____

Semester: _____

Number of Credits: _____

Workshop/Seminar 2213 - 320

___ I hereby request approval of the following workshop(s)/Seminar(s):

Name or Subject of Workshop/Seminar: _____

Institution: _____

Date(s): _____

Staff Signature and Date

Superintendent Signature and Date*

* Superintendent will return a signed copy to staff member

APPENDIX A

Salary Schedule
Contract Year 2009-10

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	\$30,871	\$31,704	\$32,560	\$33,439	\$34,342	\$35,269
1	\$31,704	\$32,560	\$33,439	\$34,342	\$35,269	\$36,222
2	\$32,560	\$33,439	\$34,342	\$35,269	\$36,222	\$37,200
3	\$33,439	\$34,342	\$35,269	\$36,222	\$37,200	\$38,204
4	\$34,342	\$35,269	\$36,222	\$37,200	\$38,204	\$39,236
5	\$35,269	\$36,222	\$37,200	\$38,204	\$39,236	\$40,295
6	\$36,222	\$37,200	\$38,204	\$39,236	\$40,295	\$41,383
7	\$37,200	\$38,204	\$39,236	\$40,295	\$41,383	\$42,500
8	\$38,204	\$39,236	\$40,295	\$41,383	\$42,500	\$43,648
9	\$39,236	\$40,295	\$41,383	\$42,500	\$43,648	\$44,826
10	\$40,295	\$41,383	\$42,500	\$43,648	\$44,826	\$46,037
11	\$41,383	\$42,500	\$43,648	\$44,826	\$46,037	\$47,279
12	\$42,500	\$43,648	\$44,826	\$46,037	\$47,279	\$48,556
13		\$44,826	\$46,037	\$47,279	\$48,556	\$49,867
14		\$46,037	\$47,279	\$48,556	\$49,867	\$51,213
15			\$48,556	\$49,867	\$51,213	\$52,596
16			\$49,867	\$51,213	\$52,596	\$54,016
17				\$52,596	\$54,016	\$55,475
18					\$55,475	\$56,973
19					\$56,973	\$58,511
20						\$60,091
21						\$61,713

Salary Schedule
Contract Year 2010-11

increase = 1.00%
index = 0.027

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	\$31,179	\$32,021	\$32,886	\$33,774	\$34,686	\$35,622
1	\$32,021	\$32,886	\$33,774	\$34,686	\$35,622	\$36,584
2	\$32,886	\$33,774	\$34,686	\$35,622	\$36,584	\$37,572
3	\$33,774	\$34,686	\$35,622	\$36,584	\$37,572	\$38,586
4	\$34,686	\$35,622	\$36,584	\$37,572	\$38,586	\$39,628
5	\$35,622	\$36,584	\$37,572	\$38,586	\$39,628	\$40,698
6	\$36,584	\$37,572	\$38,586	\$39,628	\$40,698	\$41,797
7	\$37,572	\$38,586	\$39,628	\$40,698	\$41,797	\$42,925
8	\$38,586	\$39,628	\$40,698	\$41,797	\$42,925	\$44,084
9	\$39,628	\$40,698	\$41,797	\$42,925	\$44,084	\$45,274
10	\$40,698	\$41,797	\$42,925	\$44,084	\$45,274	\$46,497
11	\$41,797	\$42,925	\$44,084	\$45,274	\$46,497	\$47,752
12	\$42,925	\$44,084	\$45,274	\$46,497	\$47,752	\$49,042
13		\$45,274	\$46,497	\$47,752	\$49,042	\$50,366
14		\$46,497	\$47,752	\$49,042	\$50,366	\$51,726
15			\$49,042	\$50,366	\$51,726	\$53,122
16			\$50,366	\$51,726	\$53,122	\$54,556
17				\$53,122	\$54,556	\$56,030
18					\$56,030	\$57,542
19					\$57,542	\$59,096
20						\$60,692
21						\$62,330

Payment for days worked beyond the contract year shall be made on a pro-rata basis using the formula:
salary divided by 185 times the number of days beyond contract.

Salary Schedule
Contract Year 2011-12

increase = 2.00%
index = 0.027

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	\$31,803	\$32,662	\$33,543	\$34,449	\$35,379	\$36,335
1	\$32,662	\$33,543	\$34,449	\$35,379	\$36,335	\$37,316
2	\$33,543	\$34,449	\$35,379	\$36,335	\$37,316	\$38,323
3	\$34,449	\$35,379	\$36,335	\$37,316	\$38,323	\$39,358
4	\$35,379	\$36,335	\$37,316	\$38,323	\$39,358	\$40,420
5	\$36,335	\$37,316	\$38,323	\$39,358	\$40,420	\$41,512
6	\$37,316	\$38,323	\$39,358	\$40,420	\$41,512	\$42,633
7	\$38,323	\$39,358	\$40,420	\$41,512	\$42,633	\$43,784
8	\$39,358	\$40,420	\$41,512	\$42,633	\$43,784	\$44,966
9	\$40,420	\$41,512	\$42,633	\$43,784	\$44,966	\$46,180
10	\$41,512	\$42,633	\$43,784	\$44,966	\$46,180	\$47,427
11	\$42,633	\$43,784	\$44,966	\$46,180	\$47,427	\$48,707
12	\$43,784	\$44,966	\$46,180	\$47,427	\$48,707	\$50,022
13		\$46,180	\$47,427	\$48,707	\$50,022	\$51,373
14		\$47,427	\$48,707	\$50,022	\$51,373	\$52,760
15			\$50,022	\$51,373	\$52,760	\$54,185
16			\$51,373	\$52,760	\$54,185	\$55,648
17				\$54,185	\$55,648	\$57,150
18					\$57,150	\$58,693
19					\$58,693	\$60,278
20						\$61,905
21						\$63,577

Salary Schedule
Contract Year 2012-13

increase = 3.00%
index = 0.027

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	\$32,757	\$33,641	\$34,550	\$35,483	\$36,441	\$37,425
1	\$33,641	\$34,550	\$35,483	\$36,441	\$37,425	\$38,435
2	\$34,550	\$35,483	\$36,441	\$37,425	\$38,435	\$39,473
3	\$35,483	\$36,441	\$37,425	\$38,435	\$39,473	\$40,539
4	\$36,441	\$37,425	\$38,435	\$39,473	\$40,539	\$41,633
5	\$37,425	\$38,435	\$39,473	\$40,539	\$41,633	\$42,757
6	\$38,435	\$39,473	\$40,539	\$41,633	\$42,757	\$43,912
7	\$39,473	\$40,539	\$41,633	\$42,757	\$43,912	\$45,097
8	\$40,539	\$41,633	\$42,757	\$43,912	\$45,097	\$46,315
9	\$41,633	\$42,757	\$43,912	\$45,097	\$46,315	\$47,565
10	\$42,757	\$43,912	\$45,097	\$46,315	\$47,565	\$48,850
11	\$43,912	\$45,097	\$46,315	\$47,565	\$48,850	\$50,169
12	\$45,097	\$46,315	\$47,565	\$48,850	\$50,169	\$51,523
13		\$47,565	\$48,850	\$50,169	\$51,523	\$52,914
14		\$48,850	\$50,169	\$51,523	\$52,914	\$54,343
15			\$51,523	\$52,914	\$54,343	\$55,810
16			\$52,914	\$54,343	\$55,810	\$57,317
17				\$55,810	\$57,317	\$58,865
18					\$58,865	\$60,454
19					\$60,454	\$62,086
20						\$63,763
21						\$65,484