AGREEMENT BETWEEN

GROVETON TEACHERS ASSOCIATION

AND

NORTHUMBERLAND SCHOOL BOARD

JULY 1, 2016 - JUNE 30, 2017

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PREAMBLE

Agreement, made **at the regular annual school meeting**, by and between the Northumberland School Board, hereinafter called the "Board" and the Groveton Teachers Association, hereinafter called the "Association."

WITNESSETH:

Whereas, the parties have negotiated and have reached certain understandings which they desire to confirm in this agreement. Therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Groveton Teachers Association of the N.E.A./N.E.A.-N.H. is hereby recognized as the exclusive bargaining representative for the following full-time (more than fifty percent salary schedule credit at appropriate step) professionally certified degree personnel engaged in providing educational services in accordance with the provisions of R.S.A. 273-A for teachers, guidance counselors, librarians, and nurses (hereinafter referred to as unit members). Negotiations may include the terms and conditions of employment pursuant to R.S.A. 273-A. *Nurses will be removed from the bargaining unit at the end of the 2013-2014 contract year.*

There will be a negotiations-contract administration fee of three fourths (3/4) of the Local, State, and National N.E.A. dues per year payable to the Association by each non-association bargaining unit member, the payment of which is not a condition of employment by the Board. The collection of the fee is the sole responsibility of the Association.

During the term of this agreement, the Board agrees not to negotiate with any teacher organization other than the designated unit in regard to any matter subject to negotiation. Provided, however, that this shall not prevent the Board from communicating or consulting with any individual unit member or group of unit members for any purpose the Board deems desirable in the discharge of its responsibilities. Nothing in this agreement is to be construed to preclude the personal appearance before the Board by any unit member on the unit member's behalf provided that it is not in contravention of this agreement.

ARTICLE II - NO DISCRIMINATION

The Association agrees to represent equally all unit members without regard to race, color, creed, age, sex, marital status, handicapping condition, or membership in the Association, except for non-payment of dues, as stated (RSA 273-A.511C).

The Board agrees not to discriminate against a unit member because of race, color, creed, age, sex, marital status, handicapping condition, or membership in the Association.

ARTICLE III - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains its right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them, and that this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.

ARTICLE IV - NEGOTIATION PROCEDURE

Either party wishing to renegotiate this contract as described under Article XIX shall notify the other party on or before September 1 of the last effective year of this contract. The first negotiations meeting will be held prior to the third Wednesday in September. The parties shall agree to enter into negotiations in a good faith effort to reach agreement on those matters concerning terms and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been approved by the voters of the district. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations concerning terms and conditions of employment in accordance with the provisions of this agreement.

If the parties fail to reach agreement on any matters concerning terms and conditions of employment, either party may declare an impasse. The parties shall then follow the procedures of RSA 273-A:12.

ARTICLE V - PROFESSIONAL COMPENSATION

A. The basic salaries of professional unit members covered by this agreement are set forth in Appendix A, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement. ***For the year 2016-2017 the base salary will increase by 1%, and those teachers off schedule will receive a one-time increase of $1,300.***

B. Placement on the salary schedule shall be in accordance with the years of experience, highest degree consistent with assignment, and the number of semester hours earned beyond said degree.

The Association agrees to grant steps for relevant work experience at the rate of one step for every two years of experience outside of teaching up to a maximum of six steps providing the individual has a bachelor's degree or greater. Upon completion of three years of employment and attainment of a teaching certificate, the individual will be granted additional steps for relevant work experience, in excess of the years considered above, for up to an additional eight years non-teaching experience at a rate of one step per two years. The maximum number of steps to be granted is a total of ten steps under this provision. This provision shall apply to existing staff similarly situated at the start of the contract year.

The Superintendent, or his/her designee, will consult with the President of the Association, or his/her designee, on the step placement of any new hire prior to the person being brought before the School Board and a contract begin offered to him/her regarding step placement.

C. The salary schedule is based upon the regular school calendar as set forth in Appendix A, and the normal assignment of such non-teaching duties as, but not limited to, bus duty, recess, lunch, dances, and class activities. For teaching assignments in excess of the regular school calendar and contract, unit members shall be paid their per diem rate as defined in this article.

D. A unit member whose work is adjudged unsatisfactory may be retained at the same salary step for the succeeding year. The unit member shall be so notified in writing by April 15 and given the reasons for withholding same. Before written notice is given, the following administrative action must have occurred: (1) the member must have been notified, in writing, of the specific issues adjudged ***unsatisfactory***, (2) the member must have had at least 10 calendar days to consult with association officials to construct a response, (3) if, after the member's presentation to the evaluator,

the evaluator still believes the issues exist, the member will be presented with a specific plan with clearly defined timelines of member actions to be completed, (4) the member will have 10 calendar days to provide feedback on the plan and its contents. The evaluator will consider the member's input but the evaluator has the final authority to determine the plan and timelines. If the member successfully completes the plan, the member will be reinstated on the appropriate step earned prior to the plan being implemented.

E. Placement on the B+15, B+30, or Masters track is dependent upon final approval of the Superintendent of Schools. All courses and accepted degree programs should be related to the unit member's professional area of work. Placement on the track and the corresponding financial compensation will be done when the superintendent receives the formal documentation of this achievement. This documentation will include such items as transcripts or a compilation of grade reports.

F. The first teacher pay period will be the first regularly scheduled pay period after the first teacher workday as scheduled on the SAU calendar. The District will no longer offer a double pay in the month of December. Each payment shall include a listing of all deductions for that pay period.

G. A unit member in the Northumberland School District will receive, in addition to the unit member's regular contractual remuneration according to Appendix A of this agreement, an additional $15,000 during the final one, two or three years of service upon written notification to the Superintendent of Schools of the unit member's intent to retire. At the unit member's option, the total amount of the $15,000 may be taken in the final year of service or it may be divided into two $7,500 payments in each of the final two years of employment, or into three $5,000 payments in the final three years of service. *The notification shall take place no later than November 1st during the school year in which the unit member intends to retire. Notwithstanding any other provisions in the Agreement, the amounts payable under retirement shall be reduced by such amount necessary to prevent the School District from being assessed y the New Hampshire Retirement System under RSA 100-A:16 III-a or other similar statutes or regulations.* For unit members who choose to spread the payment over two or three years, the notice must be provided no later than November 1st during the school year in which the first payment will be made. Payments will be provided within 60 calendar days of the last day of school. The notification to the Superintendent of Schools of the intended retirement date will be final and binding upon the unit member. A unit member who intends to

take advantage of this section must first meet the following qualifications:

1. The unit member must have accrued a minimum of ten (10) years of full-time teaching experience in the Northumberland School District by date of retirement, and:

2. Either of the following criteria must apply by the date of retirement:

   a. The unit member must have fifteen (15) years total full-time teaching experience, or:

   b. The unit member must reach fifty-five (55) years of age.

If a unit member chooses to withdraw his/her retirement request, he/she must do so no later than May 1st of the school year that they gave notice, if they planned to receive the lump sum payment. If they chose divided payments, the request must be approved before any payments are made. The Board reserves the right to deny any request. This provision to sunset permanently at the end of the 2015-2016 contract year, except for the following employees who will be grandfathered under Section G of 2011-2013 contract language: Evan Hammond, Michael Foster, Mindy Johnson, Tim Brooks, Sharon Atkinson, Tamera Murray, Kathie Westby-Gibson, Tim Haskins, and Patricia Styles.

H. The District will provide a sick day buyback for bargaining members who have accumulated more than 100 days. The employee will be reimbursed for sick days that they have accumulated above the 100 day carry forward at the rate of $50.00 per day. The payment will be after the end of the school year.

ARTICLE VI - INSURANCE PROVISIONS

A. The Northumberland School District shall pay the full cost of a HMO plan or its substantial equivalent, agreeable to both parties, up to a premium contribution cap as follows:

1. Family - $20,000; 2-Person - $15,000; Single - $7,500

2. Any cost increase above the district contribution to be borne by the employee.

This premium contribution cap to remain in effect until a successor agreement is reached.

B. The sum of up to $500 for a single plan and $1,000 for a 2-person and family plans per insured employee will be made available for health insurance deductible reimbursement per contract year.

C. In the event that a unit member, absent because of illness or injury, has exhausted sick leave accrual, the unit member's salary will be discontinued, but the insurance coverage contained herein shall continue throughout the balance of the contract year as defined in this article.

D. Any returning eligible staff member who chooses to move down a plan from family to two person, two person to single, or family to single will receive a 50% reimbursement of the savings in the plan change.

E. Any member who chooses may buy up to a higher health plan if available.

F. The District shall provide a Life, Accidental Death, and Disability Policy as follows:

Basic death benefit - Equal to base salary (this will be a convertible policy.)
Until age 70 (reduced 50 percent)
Accidental death and dismemberment (double basic)
Disability - 2/3 weekly gross salary
Day of first payment - 31st calendar day of disability
Maximum period - 52 weeks (after 70th birthday-13 weeks)
No simultaneous payments for sick leave and disability insurance; use of sick leave payments will be suspended as of the commencement of disability pay eligibility.

G. The District shall establish an IRS IRC Section 125 account, which may be used up to the Internal Revenue Service maximum.

H. Any unit member who is eligible for health insurance and who

declines to take it, shall receive a reimbursement payment of $4,500 for a single/two-person plan and $6,000 for a family plan, provided their spouse is not an employee of the District and receives health insurance coverage, in which case they would not be eligible for the payment.

I. If the health insurance premium exceeds a 15% increase from the previous year's premium, the remaining year of this multi-year agreement will reopen for negotiations.

ARTICLE VII - SEVERANCE

A. Upon reduction in force or retirement of a unit member who has worked for eight (8) or more years in the district, the district shall pay $50.00 for each unused sick day to a maximum of ninety (90) days.

Eligible teachers will receive these monies with the last paycheck in June, provided they have notified the Superintendent in writing of their request for severance pay prior to May 31.

B. Any bargaining unit member who resigns from a signed individual contract after August 1st of a contract year shall pay a separation fee of $300 to the district, unless the fee is waived in writing by the Northumberland School Board. Said fee will be refunded if a certified replacement is found and hired by the District within 30 days of the resignation. Payment of this fee shall assure the resigning unit member that the resignation shall be accepted by the Board. The separation fee shall be paid in full with the submission of the letter of resignation.

ARTICLE VIII - COURSE REIMBURSEMENT

A. The sum of up to $12,000.00 will be made available for course or workshop reimbursement to unit members under the pro-visions of this article.

The district shall reimburse each unit member up to 3/4 of the per credit charge at the UNH in-state rate toward tuition for the first course, each approved course successfully completed at an accredited college or university. No unit member should expect reimbursement for more than one course until May 1st. However, after that time any unexpended money maybe used for multiple class reimbursement. If there is enough money left, all people who have a second course will be reimbursed based on the above formula, then those with a third course, etc. If there is not enough money to full pay for all the courses at that level, then the remaining amount will be evenly divided by the teachers involved. An approved course should be in the unit member's major field (or part of a degree program within the unit member's major field), required for certification, or aligned with district goals. The maximum credits outside the major teaching area, required for certification, or aligned with district goals allowable in any one school year shall be limited to six (6) credits of the twelve. The district shall reimburse each unit member for the workshop fee.

To be eligible for tuition or workshop reimbursement, courses and workshops must be approved by the Superintendent in advance of the unit member's registration. When a grant or aid is received from a source other than the district, that sum shall be subtracted from the district's reimbursement.

Courses or workshops taken during the summer session will be reimbursed during the thirty (30) day period following the opening of school in September. Courses and workshops completed between September 1 and May 31 will be reimbursed upon proof of completion. The unit member must be teaching in the district during the reimbursement period to be eligible for reimbursement. Reimbursement will be made within thirty (30) working days upon submission of proof of successful completion of the course or workshop; except that no unit member shall be reimbursed for a second course until all those eligible for a first reimbursement have received payment.

Reports will be made to the Association President on a monthly basis advising them of the balances.

B. The district shall pay the cost of registration, tuition, and other reasonable expenses incurred in connection with

any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a unit member is requested in writing by the administration to take when requests are made for reasons other than inadequate performance. The absence of such requests does not relieve professional unit members of their obligations to remain knowledgeable about content and methods relative to their assignment.

C. In order to provide for equitable distribution of funds, money for reimbursement will be set aside when the Superintendent approves the courses to be taken. The District will provide payment for approved courses when presented with a purchase order from the offering institution with the understanding that the employee requesting this prepayment option must also execute a salary reduction agreement at the time of the request for course approval and provide evidence of a passing grade within thirty (30) days of the completion of the course either in the form of a transcript or a letter on the school's stationary. Failure to comply with these requirements will result in the implementation of the salary reduction agreement. In no case can this be later than June 15th so that accounts can be closed out for the fiscal year. If the employee withdraws from the class, he/she must give notice to the District within 15 days. The employee will be responsible for any money not recovered from the offering institution because of withdrawal.

ARTICLE IX - LEAVES OF ABSENCE

A. Sick Leave - A unit member shall be entitled to use accumulated sick leave, with pay at the rate of one one-hundred-eighty-third (1/183) of the unit member's annual salary, for illness or physical disability.

Each full-time unit member will accumulate sick leave in accordance with the following:

All full-time unit members shall receive *thirteen(13)* days at the start of the school year. A maximum of one hundred (100) days accumulation may be carried forward to the next school year.

A maximum of five (5) days of the unit member's accumulative sick days per year (not accruable) may be used for the care of their own sick children, spouse, or parents. Any additional days needed beyond 5 to be requested in writing to the Superintendent, who may grant authorization of additional days on an individual basis.

Disability, as related to pregnancy, childbirth, and complications arising therefrom, shall be treated as sick leave under the terms of this agreement.

Each unit member will receive with the first paycheck in October the number of accumulated sick leave days as of July 1 of the previous school year.

In the event that a unit member must use sick leave in excess of three (3) consecutive days, the unit member must submit to the Superintendent's office documentation from a doctor's office, clinic, or other medical facility stating the reason for the absence.

B. Personal Leave - Three (3) days *of the thirteen (13) sick days detailed in Section A* will be available annually for personal, legal, or business matters which must be conducted during school hours. Personal leave may not be used to extend a regularly scheduled school holiday or vacation period. Application to the Principal for personal leave should be made at least two (2) days before taking such leave, except in the case of emergency. It will not be necessary for the unit member to state the reason for using personal leave; however, if the leave is used the day before or after a regularly scheduled vacation, the Principal may request an explanation for the emergency nature of the leave. *Personal leave is non-accumulative, but any unused personal days at the end of the year will be carried forward as sick days.*

C. Death in the Immediate Family - *Five (5) days shall be granted to any unit member* in the event of death of a member of a unit member's immediate family (parent, wife, husband, son, daughter, brother, sister, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandparent-in-law, grandchildren, aunt, and uncle). *Any additional days needed beyond five (5) to be requested in writing to the Superintendent, who may grant authorization of additional days on an individual basis.*

D. Temporary Leave - Temporary leave with pay for the purpose of visiting other schools or other educational activities directly related to the improvement of education within the school district may be granted by the Superintendent.

E. Absences - For all absences other than those specifically authorized in advance by the Superintendent or for which provision is made in A, B, C, or D above, a deduction will be made for each day of absence at the rate of 1/183 of the unit member's salary. The unit member will be notified of any such deductions, when the deduction will be withheld, and the reason for the deduction.

ARTICLE X - LEAVES WITHOUT PAY

The Board will consider requests for leaves of absence, without pay or benefits, submitted by unit members in writing, who have completed at least one (1) year of service in the Northumberland School District, stating the reason therefore at least thirty (30) days in advance of the date the leave is to become effective. Such requests shall be submitted to the Superintendent of Schools via the Principal for review and determination by the Board. The decision of the Board shall be communicated to the unit member in writing. All leaves which are granted shall be in writing specifying beginning and termination dates of said leave. The right to grant or deny such requests is at the sole discretion of the Board.

A. Additional Background:
A leave of absence of up to one (1) year may be granted to any unit member, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; or cultural, travel, or work programs related to the unit member's professional responsibilities; provided that the unit member states in writing the unit member's intention to return to the school system.

B. Study:
A leave of absence of up to one (1) year may be granted to any unit member, upon application, for the purpose of engaging in study at an accredited college or university.

C. Military:
Time necessary for unit members called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Military leave shall be granted to any professional unit member who is drafted or is scheduled to be drafted and wishes to enlist in any branch of the armed forces of the U.S. up to a maximum of one (1) enlistment; and, furthermore, the unit member shall receive all rights and benefits which generally accrue to any professional unit member provided said unit member continues to have valid certification. The unit member shall have up to ninety (90) days after release from active duty to notify the Board of the unit member's intention to return to the system the following school year.

D. Health:
In those instances where certified by a physician a unit member is unable to perform assignments due to health reasons, a health leave may, after one (1) year of service, be granted up to a maximum of one (1) year plus the unfinished year.

E. Public Service:
Leaves without pay may be granted to serve in elected public office. Leaves shall be granted for the length of the term of office.

F. Family Illness:
A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the unit member's family.

G. Childrearing Leave:
Childrearing leave of one (1) year may be granted for the purpose of caring for minor members within the unit member's household. A second year extension may be requested if made prior to February 15th of the child-rearing year. Use of this leave shall include care for a unit member's natural children, adopted children, foster children, and guardianship. The unit member shall request such leave of the Superintendent at least sixty (60) days prior to the estimated day of the leave's commencement. If the leave is granted, the unit member shall give the Superintendent thirty (30) days written notice of the date on which the leave will begin.

H. General Provisions:
Upon return from any leave, a unit member shall be assigned to the same position if available or, if not, to at least an equivalent position. A unit member on a leave of absence without pay shall not be denied the opportunity to substitute in the school district by reason of the fact that the unit member is on leave of absence. Upon return from such leave of absence all rights and benefits shall accrue to the unit member as if the unit member were actively employed during the time of the leave of absence, except that credit for the purpose of advancement on the salary schedule is limited to A.

Unit members on leave under the above provisions of this article shall be issued a letter of confirmation stating the type and duration of such leave. Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Board.

ARTICLE XI - ASSOCIATION RIGHTS

A. The Board agrees that the individual unit member shall have full freedom of association, self-organization, and the designation of representatives of the unit member's own choosing to negotiate the terms and conditions of the unit member's employment and that the unit member shall be free from interference, restraint, or coercion by the Board or its agents in the designation of such representatives or in self organization or in other concerted activities for the purpose of collective bargaining.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings when such use does not conflict with pre-scheduled activities, provided that the Association observe the established rules governing the use of the building by groups.

C. No unit member shall be required to appear before the Board or the Superintendent unless the unit member has been given prior notice of the reason for such meeting or interview. If the issue is disciplinary in nature, the unit member shall receive prior written notice. The unit member shall be entitled to have a representative of the Association to advise and represent the unit member during such interview if the unit member so desires.

D. The school district shall make available a copy of current School Board policies to the Association and supply any changes as they occur.

ARTICLE XII - REDUCTION IN FORCE

If it becomes necessary to decrease the number of continuing contract teachers who are full-time due to, but not limited to, changes in the pupil population, curriculum changes, and/or the budget limitations within the school district, the governing body of the school system may lay off the necessary number of employees, by area of certification. As soon as the Board determines that a reduction in force is necessary, the Superintendent shall notify the President of the Teacher's Association of the Board's determination.

For the purpose of this article, classifications are defined as follows:

- Elementary K-5
- Grades 6-12
  - English or Language Arts
  - Social Studies
  - Mathematics
  - Science
  - Foreign Language
  - Family & Consumer Science
  - Industrial Arts/Technical Education
  - Business/Computers
  - Art
  - Physical Education
  - Music
  - Special Education
  - Guidance
  - Media Specialist (Librarian)

In identifying which teacher(s) to release, the administration and the Board will consider the following in this order: certification, experience in certified area, degree status, professional development, and the last five years of evaluations. If all the factors are equal, then seniority may be considered in making a final determination. Seniority is defined as the total number of years of continuous employment in the district.

If layoffs occur in the elementary grades or in Special Education positions, the Superintendent may shift the assignments of the remaining elementary teachers to provide the best possible programs. No teacher may be prevented from securing other employment during the period he or she is laid off under this subsection.

There will be no recall rights for terminated employees. However, the administration may consider the application of terminated employees for such positions which may become available in subsequent years, provided the terminated employee(s) submit a reasonable and timely application at the time the position becomes vacant. A previously employed teacher who returns to a teaching position within a three-year period

shall resume employment with prior benefits reinstated only if eligible, at no less than the step occupied when the teacher position previously held was terminated.

ARTICLES XIII - DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its unit members dues for the Groveton Teachers Association, the New Hampshire Education Association, and/or the National Education Association.

B. The Northumberland School District shall not require a payroll deduction authorization other than the "Payroll Office Copy" that is supplied by the NEA-NH/GTA as part of the membership application. The "Payroll Office Copy" will state the amount(s) to be withheld. Those who choose continuing deductions shall be required to submit the appropriate form and the district shall place the form on file.

C. The district will discontinue such deductions for any school year only if notified by the unit member in writing to do so not later than October 1st each school year. The unit members waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the district and all of its officials from any liability thereof.

D. Any association which changes the rate of its membership dues will give the district notice by October 1st of the year of such change.

E. Deductions will be made in fifteen (15) installments beginning with the first check in October or if requested in writing by the member, the total deduction may be made from the final payment in June.

F. Each Association member shall receive with the first paycheck in October an explanation of the code of deductions.

ARTICLE XIV - SAVINGS CLAUSE

If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XV - TEACHER EVALUATION

Unit members shall be evaluated according to the approved School Board policy on staff evaluations. The forms and procedures in use at the beginning of the school year will remain in effect throughout the year. Before forms or procedures for evaluation are changed and approved by the Board, the Groveton Teachers' Association will be asked for its input before any evaluation procedures are changed. However, the Board will have final decision in any changes.

ARTICLE XVI - SPECIAL ASSIGNMENTS

A. Substitutes - The Board agrees to endeavor to maintain an adequate list of substitutes for unit members. Once a unit member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute. The use of regular unit members as substitutes shall be avoided whenever possible. In the event regular unit members covered by this agreement are used as substitutes on an emergency and voluntary basis, such unit members shall be compensated on a pro-rated basis for teaching time provided.

ARTICLE XVII - GRIEVANCE PROCEDURE

Definition:

A. "Grievance" shall mean a complaint by one or more unit members that there has been to the unit member or members a personal loss or injury as a result of a violation or misapplication of one or more specific provisions of this agreement. A grievance may be initiated by the Association as an entity if it relates to a violation or misapplication of a provision dealing with Association rights, specifically Article I - Recognition, Article XI - Association Rights, Article XIII - Dues Deduction, Article XIV - Savings Clause, Article XVII - Grievance Procedure, and Article XIX - Duration. The following matters are excluded from grievance:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
2. A complaint of a probationary unit member which arises by reason of the unit member not being re-employed; or
3. A complaint by any certified personnel occasioned by appointment to or lack of retention in, any position for which a continuing contract either is not possible or is not required; or
4. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
5. The evaluation report of a unit member is not subject to the grievance procedure. It is understood that any unit member shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the administration. A grievance to be considered under this procedure must be initiated in writing by the unit member within twenty (20) calendar days of its occurrence.

Procedure:

Step 1: Any unit member who has a grievance shall discuss it first with the Principal (department head or other immediate superior, as applicable) in an attempt to resolve the matter informally at that level. The immediate superior shall communicate a decision to the grievant within five (5) school days.

Step 2: The grievant may appeal the decision to the Principal within five (5) school days after receipt of the decision of the immediate superior. The appeal to the Principal must be made in writing specifying: (a) the nature of the grievance, (b) the nature and extent of the injury or loss claimed, (c) the results of previous discussions of the grievance, (d) the dissatisfaction with decisions previously rendered, (e) the remedy

sought.

The Principal shall attempt to resolve the grievance with the grievant as quickly as possible, but within a period not to exceed five (5) school days from the receipt of the appeal. The Principal shall communicate a decision in writing to the grievant and the immediate superior involved at the previous step of the grievance procedure. If the grievance is settled at Step 2, a copy of the Principal's decision shall be sent to the President of the Association.

Step 3: The Association must approve each grievance before it can be submitted to Step 4.

Step 4: If the grievance has been approved by the Association and has not been resolved to the grievant's satisfaction at Step 2, the unit member may appeal the grievance to the Superintendent in writing within five (5) school days, specifying the information required in (a) through (e), Step 2.

The Superintendent shall review the facts in the case and the decisions rendered at previous steps in the grievance procedure and shall, within ten (10) school days of receipt of the appeal to this level, meet with the grievant and communicate a decision in writing to the grievant and to the administrators involved at the previous steps of the grievance procedure. If the grievance is settled at Step 4, a copy of the Superintendent's decision shall be sent to the President of the Association.

Step 5: If the grievance is not resolved to the grievant's satisfaction at Step 4, the unit member may request a review by the Board. Such request must be made within five (5) school days after receipt of the Superintendent's decision at Step 4, and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and, at its option, may, or at the request of the grievant shall, hold a hearing with the grievant. Within twenty (20) school days of the receipt of the appeal, or within twenty (20) school days after the date of the hearing, if held, whichever comes later, the Board shall render a decision in writing and forward copies of the decision to the grievant and to the administrators involved at the previous steps of the grievance procedure and the President of the Association.

Step 6: If the grievance is not resolved to the grievant's satisfaction at Step 5, he may submit the issue to arbitration. Arbitration shall be binding. The scope of the arbitrator's decision is to the contract only. 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 arbitrator. If no agreement is reached within five (5) calendar 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 submitted 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 the arbitrator and shall consider nothing else. The arbitrator shall be bound by and must comply with all the terms of this agreement. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The decision of the arbitrator shall be final and binding.

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 costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. A unit member may be represented at all stages of the grievance procedure by himself/herself or, after Step 2, at the unit member's option, may also have a representative of the Association present to represent himself/herself.

The Board and the Association shall assure that all persons involved in the processing of a grievance shall not be restrained, coerced, or otherwise interfered with in the exercising of their rights under the grievance procedure.

ARTICLE XVIII - SCHOOL DAY AND YEAR

A. The unit member's day shall begin ten (10) minutes before the entrance bell and end twenty-five (25) minutes after the dismissal bell unless the unit member has assigned duties or other professional responsibilities.

B. Elementary school unit members shall have a fifteen (15) minute planning and preparation period exclusive of their twenty-five (25) minute lunch period. Every effort shall be made to provide an additional fifteen (15) minutes of planning and preparation time whenever possible.

1. During days of inclement weather, the assigned duty unit members and aides will be responsible for monitoring students.

2. The number of personnel assigned to any given duty will not be increased without mutual agreement by the Board and the Association.

C. For the duration if this agreement, all individual contracts will be for one hundred eighty-four (184)days. Four(4) days will be in-service days, with one (1) to occur the day prior to the start of school and the other three (3) to occur during the school year.

ARTICLE XIX - JOINT LABOR MANAGEMENT COMMITTEE

The parties agree to form a Joint Labor Management Committee to explore a performance-based pay system.

The Joint Labor-Management Committee (JLMC) shall consist of eight (8) members: the Superintendent of Schools, Business Manager, two (2) members appointed by the School Board, and four (4) appointed by the Association President. Any recommendations of the JLMC will be subject to negotiation and ratification by the respective constituent bodies.

ARTICLE XX - DURATION

This agreement shall cover the period of **July 1, 2016,** to **June 30, 2017.**

Chairperson

Chairperson

Groveton Teachers Association

Date Signed 4/29/16

Northumberland School Board

Date Signed

APPENDIX A

NORTHUMBERLAND SCHOOL DISTRICT

SALARY SCHEDULE
2016-2017

Steps	BA	BA+15	BA+30	MA OR BA+45
1	30,395	31,220	32,045	32,870
2	31,395	32,220	33,045	33,870
3	32,395	33,220	34,045	34,870
4	33,395	34,220	35,045	35,870
5	34,395	35,220	36,045	36,870
6	35,395	36,220	37,045	37,870
7	36,395	37,220	38,045	38,870
8	37,395	38,220	39,045	39,870
9	38,395	39,220	40,045	40,870
10	39,395	40,220	41,045	41,870
11	40,395	41,220	42,045	42,870
12	41,395	42,220	43,045	43,870
13	42,395	43,220	44,045	44,870
14	45,504	46,329	47,154	47,979
15	48,958	49,783	50,608	51,433

Increments: Down $1000 Across $825

Base Increase of $301 (1%)
Step Increase of $1,000
14 & 15 No Increase - Closing Gap
OS Increase of $1,300

APPENDIX B

NORTHUMBERLAND SCHOOL DISTRICT

GRIEVANCE RECORD

(For Use At Steps 2, 3, 4, & 5)

Grievance No.

Name of Grievant: _____ Date Filed:

Home Address: _____ Telephone No.

Building: _____ Assignment:

Name of Principal: _____ School Telephone No.

Date of alleged violation or misapplication:

Article of the Agreement allegedly violated:

Statement of the grievance:

Nature and extent of the injury or loss involved:

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered:

Remedy sought:

_____

Signature - Assoc. Rep. present Signature - Grievant

Disposition by: _____ Principal

Superintendent

Date answered:

Principal/Superintendent of Schools

Grievance settled on the basis of Principal's/Superintendent's answer: _____ (Grievant)