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Preamble

The School Board of the Inter-Lakes School District and the Inter-Lakes Educational Association agree that the educational welfare of the children of the District is paramount in the operation of the schools.

The School Board and the Association recognize their responsibility towards each other, to the administration and to the community to communicate in good faith to reach agreement, which is mutually satisfactory.

The Agreement recognizes that teaching is a specialized profession with requirements that must be met to obtain certification, and that the interests of the professional employees and the School Board are both dedicated to the highest quality education in the District. Because of this fact, we willingly cooperate to obtain the best conditions possible to achieve this mutual goal.

All personnel concerned with this Agreement must remember that their value to the Inter-Lakes School District stems both directly and indirectly from their ability to contribute effectively to the total educational climate of the District.

1. Jurisdiction and Authority of the School Board

The School Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of their professional employees; (c) to hire, promote, transfer, assign and retain professional employees in positions within the school district and to suspend, demote, discharge, withhold all salary increases at the highest step or increment wage increases, whichever applies, or take any other disciplinary action against the professional employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any or the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve professional employees from duties because of lack of work or for other legitimate reason; (g) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (h) to determine the methods, means and personnel by which operations are to be conducted.

The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term “law” as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.

2. Association Rights

2.1 A copy of all policies passed by the Inter-Lakes School Board shall be sent to the President of the Inter-Lakes Education Association, and to all professional staff in the system, or to all professional staff in a building, or to all in a particular subject area, whichever shall apply.

3. Definition of Agreement

- 3.1** This Agreement has been mutually agreed to by the Inter-Lakes School Board and the Inter-Lakes Education Association (ILEA). It is subject to modification or change, by agreement of the parties, except the School Board reserves the right of such modification of this agreement that is clearly dependent upon adequate funds as voted by the School District. In such cases, either party may re-open negotiations as provided by RSA 273:A-3(II)(b).
- 3.2** A copy of this Agreement will be given to each professional employee at the same time and in the same manner as is the individual professional employee's written contract. A copy of the Agreement shall be made available to persons offered an individual contract with the Inter-Lakes School District.
- 3.3** The cost of printing and distributing the copies of the Agreement will be shared equally by the parties. 140 copies will be printed initially. Copies will be provided to each professional staff member, administrator, and member of the School Board. The remaining copies will be divided between the parties. Additional copies can be obtained at the expense of the requesting party.

4. Peaceful Resolution

- 4.1** The Association and the School Board agree that any difference between the parties on matters relative to this Agreement shall be settled by the means herein provided. The Association, in consideration of the Agreement and its terms and conditions, shall not engage in or condone any strike, work stoppage, or other concerted refusal to perform any job-related assignment, nor shall the School Board sponsor any lockouts. For purposes of this article, voluntary tasks shall not be considered job-related assignments.

5. Recognition

5.1 For purpose of negotiations, the School Board recognizes the Inter-Lakes Education Association (as certified by the PELRB of the State of New Hampshire) as the representative of all full and part-time, regularly appointed professional employees.

5.2 The Association agrees to represent equally all in the unit as designated above without discrimination.

6. Definitions

6.1 The term "School Board", as used in this Agreement, means School Board of the Inter-Lakes School District.

6.2 The term "school", as used in this Agreement, means any work location or functional division maintained by the School Board where instruction is offered to the children enrolled in the Inter-Lakes School District.

6.3 The term "Administrator", as used in this Agreement, means the responsible contracted supervisor of certified staff members in each respective school.

6.4 The term "professional employee", as used in this Agreement, means contracted professional by the School Board included in the unit defined in the Recognition Article of this Agreement.

6.5 The term "Association", as used in this Agreement, means the Inter-Lakes Education Association, affiliated with NEA-NH/NEA.

6.6 The term "Immediate Family", as used in this Agreement, means grandparents, parents, siblings, children, spouse, and the same relation of the spouse, a person who has formerly acted as a parent to the professional employee or the professional employee's spouse, a legally recognized partner, or any other member of the family unit for whom the professional employee is acting in place of a parent and is living in the household of the professional employee.

6.7 The term "days", as used in this Agreement, means school days, except after the student school year (summer recess) when they shall be Monday through Friday, excluding holidays.

7. Contract

- 7.1** All professional employees will be employed in the Inter-Lakes School District by a standardized written contract between them and the School Board.
- 7.2** Engagement by contract will be the sole prerogative of the School Board on nomination by the Superintendent of Schools.
- 7.3** Contracts will be prepared and offered the professional employees within fifteen (15) days after the District School Meeting. All contracts must be returned to the Superintendent not later than fifteen (15) days after being offered. The contract shall state the date by which the contract must be returned. Return of a signed contract indicates acceptance of the offered position and the conditions appertaining thereto. An unsigned or unreturned contract indicates that the position is refused and the professional employee does not intend to return. Extension of the fifteen (15) day period will only be granted under unusual circumstances and only at the discretion of the Superintendent.
- 7.4** Termination of employment during the contractual year, will be by mutual agreement, or in case of dispute by legal means presently existing to adjudicate such disputes. The pertinent regulations concerning dismissal are contained in the current New Hampshire Statutes Annotated Relating to Public Schools.
- 7.5** The basic contract will call for 188 days of service for the 2008/09 school year, 189 days of service for the 2009/10 school year, and 190 days of service for the 2010/11 school year between the starting day of the school calendar and June 30. If contracts are written wherein the length of service demanded or expected, is more than 188 days of service for the 2008/09 school year, 189 days of service for the 2009/10 school year, and 190 days of service for the 2010/11 school year, then compensation shall be granted for such extra days and will be computed for each individual professional employee on a per diem basis in accordance with their position on the schedule. The contract will state the number of days expected.
- 7.6** Each contract will indicate the step on the schedule that the contract covers.

8. Work Day/Work Load

Professional employees agree to be on duty and to work the hours required to accomplish their total teaching assignment and responsibility. Because of basic differences in school-related responsibilities, it is impossible to keep the teaching day on a completely equal schedule. In fairness, however, to pupils, parents, and professional employees, and in the interest of some uniformity, the following shall be observed.

Full-time professional employees shall report to their school buildings at least thirty (30) minutes before the opening of the pupil's regular (6½-hour) school day in the morning and shall remain for thirty (30) minutes after the close of the pupil's regular school day. Part-time professional employees shall report to their buildings at least thirty (30) minutes before their assigned teaching time and remain at least thirty (30) minutes following his or her assignment.

Part-time and full-time employment* shall be defined as follows:

At the elementary level: 50% = 3½ hours per day, or 2½ days or 17½ hours per week.

Specialists: 50% = 17½ hours per week or 2½ days.

At the high school, based upon a full-time professional employee teaching six (6) classes over the course of the year, the following percentages will be used for determining the pro-rated workload:

$$6/6 = 100\%$$

$$5/6 = 83.3\%$$

$$4/6 = 66.7\%$$

$$3/6 = 50\%$$

$$2/6 = 33.3\%$$

$$1/6 = 16.7\%$$

** Eligibility for benefits for part-time professional employees will be determined by averaging teaching time over the school year. Those employed 50% or more shall be entitled to all job and fringe benefits.*

Full and part-time professional employees are required to attend District parent/teacher conference days appropriate to their assignment. On the second District parent/teacher conference day only, students will attend school for one-half (½) day. Parent conferences will be scheduled from 1:00 to 7:00 p.m. on the same day.

It is understood and accepted that professional employee attendance at school-affiliated evening meetings is desirable and beneficial.

Except for illness or other emergencies, professional employees will be required to attend such evening sessions as: open-house, parent/teacher conferences, and any other evening session where parents visit classrooms and/or confer with professional employees.

9. School Calendar

- 9.1** The Superintendent shall meet and confer with the Association regarding the ensuing year's school calendar and any mid-year changes in the calendar. Individual professional employees may make recommendations to the building principal(s) for the ensuing year's school calendar. The principal(s) in turn will make the professional employee's recommendation known to the Superintendent.
- 9.2** The School Board will make the final determination as to setting the ensuing year's calendar and any mid-year changes in any school calendar. The number of professional employee days for returning professional employees shall not exceed 188 days for the 2008/09 school year, 189 days for the 2009/10 school year, and 190 days for the 2010/11 school year.
- 9.3** In the event days must be made up due to inclement weather or other possibilities, the Superintendent will consult with the Association about possible dates to meet state requirements. The School Board will make the final determination.
- 9.4** The days in excess of the one-hundred-eighty (180) day instructional year for all professional employees shall be known as "in-service days".

- 9.5** Staff who are new to the District or returning after an absence of one of more years are required to attend one "orientation day" prior to the regular calendar. The first "in-service day" for staff will be no earlier than 12 calendar days before Labor Day.
- 9.6** Time during in-service days will be utilized for administrative matters, professional learning, parent/teacher conferences, mid-year semester break for on-site professional employee use, at least one (1) classroom preparation day prior to the opening of school, and one (1) closing day following the final student day of the school year. One (1) day will be considered a double work day; the first half of the day will be for in-service activities. The second half will be for parent/teacher conferences which will be scheduled from 1:00 to 7:00 p.m. This day will count as two days.
- 9.7** There may be one "in-service day" following the final student day of the school year.

10. Compensation

- 10.1** Compensation shall be made by check and the professional employee shall have the option, at the beginning of the school year only, of receiving such compensation in (a) Twenty-one (21) payments spaced at two-week intervals, September through June; (b) Twenty (20) payments spaced in two-week intervals based on twenty-six (26) payment increments with the balance due and payable as the 21st payment.
- 10.2** In so far as possible, compensation for the basic salary will be evenly divided among the payments and all monies to be withheld by law shall be equal to all others. Exceptions may be as follows:
- 10.2.1** Odd cents in the division will be credited to the first or last check due.
- 10.2.2** Extra compensation for additional duties will be paid in a lump sum at the end of the season or activity. Compensation for year-long duties will be paid in two (2) equal payments, one in December and the other in June.

- 10.3** It is agreed that, upon written authorization of an Association member, the School Board shall deduct an amount to provide payment of dues to NEA-NH/NEA from the regular salary check of that professional employee. Deductions shall be in equal amounts for pay periods between October 1 and May 30. The amounts so deducted pursuant to such authorization of the professional employee shall be promptly remitted directly to the Association Treasurer. If so indicated on the authorization form, said deduction shall be continuous from year to year until the professional employee notifies the Central Business Office otherwise.
- 10.3.1** The Association agrees and accepts the insertion of a save harmless clause for all authorized Association dues. Said clause will read as follows: "The Association shall indemnify and save the Inter-Lakes School District and the School Board harmless against and from any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken, or not taken, by the School Board for the purpose of complying with this request."
- 10.4** Final compensation shall be determined by the salary divided by the number of contracted days in the school calendar as referenced in Article 9.
- 10.5** The School Board will reimburse all school professional employees who are authorized to travel between schools or to other job sites as part of their teaching assignments at the current state rate. The District will not reimburse professional employees for travel to and from school each day.
- 10.6** Upon written request, direct deposit of a professional employee's entire pay check shall be made to a bank account specified by the professional employee. Said account must be maintained in whichever bank is selected by the School Board Treasurer as the depository for the School District's funds. Should the Treasurer transfer the School District's funds to a different bank, professional employees desiring to continue direct deposit will be required to maintain an account in said bank.

11. Basic Salary Schedule

- 11.1** The accepted standard of professional preparation for employment shall be a Bachelor's Degree or its equivalent.
- 11.2** When a professional employee obtains an advanced degree which will affect his/her placement on the salary scale during the current school year, he/she should immediately notify the Superintendent by presenting a copy of his/her transcript recording the new degree status as officially granted by a college or university. A salary adjustment due to this new degree status after the start of a school year will begin on the first day of the month.
- 11.3** An individual must show evidence of completion of the appropriate number of credits or degree attained prior to placement on the corresponding track on the salary schedule.
- 11.4** Placement on the salary schedule of experienced professional employees entering the District shall be based on degree status and years of teaching experience before entering this District. These factors shall be assessed by the Superintendent and School Board and this shall serve as the basis for placing an incoming professional employee on an appropriate step on the Salary Scale.
- 11.5** No incoming professional employee will be placed on the scale at a higher salary than that of a professional employee presently in the system with equivalent training and experience.
- 11.6** The salary schedule covering the professional employees of the Inter-Lakes School District will be determined by the Basic Salary Schedule provided in Appendix A.
- 11.7** Longevity: 1.55% of base pay
- Longevity shall be paid to professional employees beyond the maximum step of the Basic Salary Schedule (Appendix A) at the percentage rate indicated above multiplied by the appropriate step on the appropriate Longevity Schedule. The Longevity Schedules are reflected in Appendix B. This amount will be paid to professional employees divided over the pay periods September to June.

12. Salary Schedules

The schedules are attached hereto.

- APPENDIX A - Basic Salary Schedule
- APPENDIX B - Longevity Stipend Schedule
- APPENDIX C - Co-Curricular Salary Schedule

13. Co-Curricular Positions

13.1 Salaries for co-curricular positions will be determined by years of experience in the field as per the Co-Curricular Salary Schedule in the appendix, and according to the following:

<u>Level</u>	<u>Percentage of BA Step 1 Salary</u>
I	11.0%
II	9.5%
III	7.5%
IV	5.5%
V	4.0%
VI	3.0%

After eight (8) years of experience in an activity, the salary shall increase at a rate of \$25.00 per year up to a maximum of \$250.00.

13.2 Any and all co-curricular activities will be offered at the sole discretion of the School Board upon the recommendation of the Superintendent of Schools.

13.3 All co-curricular positions will be advertised (posted) within the schools for a period of ten (10) school days prior to seeking non-school professional employees to fill a specific position.

13.3.1 Vacancies that occur during the summer and must be filled prior to the opening of school shall be posted on the District’s website. Individuals may also submit letters of interest for specific positions to the appropriate building principal in advance of the summer break.

13.4 Any co-curricular position newly created during the term of this Agreement shall be placed on the Co-Curricular Salary Schedule by the School Board until mutual agreement is reached.

14. Department Heads and Lead Teacher Schedule

14.1 Department Heads will be paid 2% of their annual salary plus 1% for each additional full time person in that department.

14.2 Lead Teachers will be paid 5% of their annual salary.

14.3 The School Board shall determine the number of department heads and lead teachers and shall appoint individuals on an annual basis as recommended by the Superintendent.

14.4 The Superintendent will consult with the building principals prior to making an annual recommendation to the School Board.

15. Employment Conditions

15.1 The School Board agrees to meet and confer with the Association with regard to developing guidelines for teacher-pupil ratios and class size.

15.2 Classroom professional employees at the secondary level shall continue to have an uninterrupted 90-minute planning period daily, and elementary classroom professional employees shall have an uninterrupted 50-minute planning period daily.

15.2.1 At the elementary level, all specials (art, music, physical education, etc.) will be scheduled once per week at the same time for a single grade to allow for a common/team planning period.

15.2.2 Except in an emergency, administrators will gain mutual agreement from faculty at least a day prior to encumbering a professional employee's planning time.

15.3 The following shall apply except in case of emergency: there shall be only one building staff meeting and one department meeting each month. There may be one additional building staff meeting each month. Such meetings shall not last more than sixty-five (65) minutes. The agenda shall be provided at least one day in advance. Building staff meetings shall be the first Tuesday of each month, second Tuesday for grade/department meetings. If the one additional building staff meeting is held, it shall be on the third Tuesday of the month. Anyone who is unable to attend shall notify the Building Principal, who may excuse the staff member. Minutes of all such meetings will be placed in a file open to staff.

15.3.1 Twice during the school year, and in lieu of two building staff meetings, the administration may schedule School Board-funded, after-school, in-service training activities. Attendance is required at these activities. Each activity shall not exceed two-and-a-half hours in length. If circumstances warrant, these training sessions shall not be restricted to the third Tuesday of the month. Such in-service training (workshops and seminars) will be announced at least twenty (20) days in advance so to ensure professional employee attendance.

15.4 If a professional employee's budget request is not approved at any level, the professional employee shall be entitled to reasons for the non-approval and given an opportunity to appeal through the chain of command, to the Superintendent, before the budget is finalized. This provision shall not be subject to the grievance or arbitration procedures set forth in this Agreement.

15.5 Unless by mutual agreement, professional employees shall have a duty-free, uninterrupted lunch period.

16. Leaves

16.1 Sick Leave

16.1.1 Leaves of absence for personal illness or immediate family illness will be allowed at full pay for fifteen (15) working days per year.

Individual professional employees will accrue unused sick leave at a maximum rate of fifteen (15) days per year and will carry forward, for their use, an accrued balance from one school year to the next. The balance will not exceed ninety-five (95) days. A professional employee's annual sick leave allotment of fifteen (15) days will be added to their accrued balance at the start of each school year, the sum not to exceed one hundred ten (110) days.

Professional employees may use no more than fifteen (15) sick leave days for illness in the immediate family per school year. Under extenuating circumstances, additional paid leave of absence for immediate family illness may be granted by the School Board, not to exceed the total number of days accrued.

It shall be the responsibility of the professional employee to furnish proof of illness requiring more than three (3) consecutive days of leave, if requested by the Superintendent.

16.1.2 Maternity related disability, prior to and after the birth of a child, and as certified by a physician, will be treated like any other personal illness.

16.1.3 Sick leave benefits cannot be used during a leave of absence.

16.1.4 A sick leave pool will be established. Professional employees may enroll in the pool each year by donating at least one day and up to three days. Enrollment in the pool must take place prior to September 30th each year. The sick leave pool may accrue up to 300 days and the pool will be carried forward from year to year maintaining the cap at 300 days. A joint committee, to be known as the Sick Leave Bank Committee, will oversee established criteria, notify all members of the criteria, and determine whether requests for withdrawal from the sick leave bank will be granted. The committee will consist of four members, two from the Association and two from the administration. Once decisions of this committee are made, a report of the proceedings will be provided to the Superintendent within five (5) days. The decisions of the committee are final and not grievable.

16.1.5 Annual written notification of accumulated individual sick leave, as of September 1st of the current school year, shall be given to all professional employees by September 15th of the same year.

16.2 Bereavement Leave

16.2.1 Leave up to five (5) days at full pay shall be granted for death in the immediate family of the professional employee. This benefit would apply as many times in a school year as required.

16.2.2 One (1) bereavement day at full pay will be granted annually for a death outside the immediate family.

16.2.3 If requested, additional bereavement leave without pay may be approved by the Superintendent.

16.3 Personal Leave

16.3.1 Personal leave up to three (3) days per school year shall be submitted to the building principal for approval. The first day of such leave will be at full pay; the second and third days of such leave will be deducted from sick leave.

16.3.2 No personal leaves will be allowed for vacation or recreational purposes or to avoid traveling on weekends or holidays.

16.3.3 Personal leave will be granted only upon three (3) days' advance notice in writing, save in justified emergencies.

16.4 Professional Leave

16.4.1 Each professional employee may be allowed, by approval of the administration, five (5) days per year for activities related to District or school needs and identified in the Professional Development Master Plan. Individual recertification will be considered a district need. Approval will be given only if such an activity is clearly and constructively pertinent to the professional employee's educational duties in this District. Full salary will be granted during the absence. These days shall not be accumulative.

16.5 Military Leave

16.5.1 Military personnel who are in reserve status and who are called to active duty in any of the United States' military services which cannot be postponed or deferred, such as Reserve Duty, Special Emergency Duty, etc., will be compensated for such absence from their contract duty to the District to the extent that the District will pay during a ten (10) day period, the difference between their per diem contract salary and their per diem military pay. Such compensation shall be made only after one (1) year of experience in the District. The intent is that such professional employee be assured of the equivalent of his/her per diem salary for a ten (10) day period per calendar year when the military salary is less than his/her teaching salary.

16.6 Jury Duty Leave

16.6.1 Any professional employee of the District called to serve as a juror will continue to receive their contracted salary in addition to jury pay.

16.7 Sabbatical Leave

16.7.1 All regularly employed professional personnel, who have taught at least six (6) years in the Inter-Lakes School District, may, upon recommendation of the principal and with the approval of the School Board, be granted a Sabbatical Leave for professional activities, which the professional employee expects to pursue in furthering his/her professional competence.

16.7.2 The leave, if granted, shall be for one (1) school year and will require advance study, research, or other professional activities, or any combination thereof. Such activities must support and reinforce District and/or school needs.

16.7.3 A proposed program or written statement of purposes and objectives must be filed at the time of application.

16.7.4 No more than five percent (5%) of the professional employees in the system will be granted this leave in any contract year.

- 16.7.5** Requests for this leave must be received by the Superintendent in writing no later than December 1 and action must be taken by the School Board on all requests no later than March 30.
- 16.7.6** The professional employee will be paid one-half of the gross annual salary during the period of absence and upon return will advance on the salary schedule in the usual manner, as if performing his/her regular duties. Compensation shall be paid in full at the beginning of the leave.
- 16.7.7** Professional employees on leave shall be entitled to all salary increments and other benefits in force during their leave, as if they had been fulfilling their normal school assignment.
- 16.7.8** Candidates for Sabbatical Leave are required to guarantee three (3) subsequent years of service to the District. A refund of leave salary must be made to the District if a candidate fails to return. Each professional employee on Sabbatical Leave shall issue a promissory note at the current rate of interest which shall become due if the professional employee does not return and shall be paid off within three (3) years. If the professional employee resigns or retires before completing three years, the balance is due at the time of resignation. Upon returning to his/her position, the professional employee shall be expected to demonstrate evidence of benefits gained by this leave and shall share these benefits with colleagues and students in the appropriate educational environment.
- 16.7.9** If the professional employee on sabbatical does not comply with any of the conditions of the leave, the right to such leave and/or right to return shall be denied.

16.8 Parenthood Leave

- 16.8.1** A child-rearing leave of absence without pay for a period of up to one year shall be granted by the School Board upon request of the professional employee. In order to preserve the continuity of instruction, the leave time shall begin and end at a time mutually agreed upon between the School Board and the professional employee. Extended child-rearing leave may be granted at the discretion of the School Board. Upon application by the

professional employee, this leave may be terminated at the discretion of the School Board.

16.8.2 The professional employee may continue personal payment, through the business office, for health insurance benefits after the benefits in the Family Medical Leave Act (FMLA) have expired.

16.8.3 Upon return to service, the professional employee shall be granted the total number of sick leave days accumulated prior to the leave.

16.8.4 Placement on the salary schedule, upon return from this leave, will be at the least the same as when the professional employee took leave. If the professional employee has worked at least ½ of the school year, advancement on the salary schedule will be entitled.

16.9 Absence

16.9.1 Professional employees who are on at least the fourth (4) year of their contract with the District, may request a leave of absence without pay for one (1) school year. A written request must be submitted to the Superintendent no later than February 1. The School Board will act on the request no later than March 30. During the leave of absence, the professional employee may continue health insurance payments through the business office.

16.9.2 Leave of absence without pay for extenuating circumstances may be granted at the discretion of the School Board.

17. Substitute Professional Employees

17.1 Efforts will be made to provide substitutes for all professional employees who are absent from school.

17.2 The use of regular professional employees as substitutes shall be avoided whenever possible.

17.3 Efforts will be made to secure substitutes fully certified to teach in the subject areas in which there is an opening.

17.4 Efforts will be made to secure substitute for paraprofessionals who are absent.

18. Retirement Incentives

A maximum of three professional employees who have reached the age of 55 and who have worked for 10 years within the Inter-Lakes School District will be eligible in their final year of employment for retirement incentives equal to 50 percent of the retiree's highest earned salary in the District. Payment will be determined by the age of the retiree on June 30 of the final year of employment.

18.1 Notice of retirement must be submitted to the Superintendent by December 1, of the school year prior to the final year of employment.

18.2 The School Board may waive the December 1 notice requirement or release the individual from his/her retirement commitment in case of an emergency or hardship. It may also increase the maximum number of eligible retirees in any given year.

18.3 In the event of more than three applicants, determination of the three eligible professional employees shall be made first, on the basis of who is oldest, and second, on the basis of longest length of service in the district. The School Board will notify all applicants by December 30.

18.4 Payment of benefit will be made as a lump sum in time to be considered as part of the final year's compensation as defined by the New Hampshire Retirement System.

18.5 If, by June 30, 2004, the plan is not saving the District money, the parties agree to reopen negotiations for the sole purpose of reevaluating the plan's effectiveness.

19. Insurance

19.1 Liability insurance protecting professional employees against suits resulting from accidents to students, and Workers' Compensation will be in effect and the

premium paid by the District. Pay for each day of sick leave that is covered by Workers' Compensation will be the difference between the regular net per diem salary and the amount paid by insurance with the same fractional part to be deducted from the professional employee's accumulated sick leave.

19.2 Through August 24, 2005, the Inter-Lakes School District agrees to pay 100% of a single, 96% of a two-person, or 93% of a family membership for Blue Cross/Blue Shield Comprehensive 1000. Each year, beginning August 25, 2005, the Inter-Lakes School District agrees to pay 90% of a single, 90% of a two-person, or 90% of a family membership for Blue Cross/Blue Shield Comprehensive 1000. Professional employee contribution to premiums shall be paid through payroll deduction in equal installments based on twenty-one (21) pay periods. Professional employees shall have the options of pre-tax payment.

19.2.1 A professional employee must enroll as a subscriber under the provisions of Section 19.2 in order to be eligible for benefits or contributions set forth therein.

19.2.2 Part-Time Professional Employees

- a. Through August 24, 2005 any professional employee hired for a position of 50% or more shall be eligible for the Inter-Lakes School District Health Plan. Part-time professional employees* who teach less than 50 percent will be eligible for benefits paid by the District at that same percentage as their employment. *(Footnote on page 7 applies.)
- b. Beginning on August 24, 2005, any professional employee who is hired by the District prior to July 1, 2005 shall be grandfathered to be eligible for the benefits described in paragraph a. above. Beginning August 25, 2005, any professional employee who is hired by the District on or after July 1, 2005 who teaches less than 100%-time* will be eligible for benefits paid by the District at the same percentage as their employment. *(Eligibility for benefits for part-time professional employees will be determined by averaging teaching time over the school year. Otherwise, the footnote on page 7 shall not apply).

19.2.3 Through August 24, 2005 only, the District agrees to provide each professional employee who is enrolled in the Health Plan a five-hundred dollar (\$500.00) allowance. This allowance may be used to cover medical expenses as described in IRS Publication 502. The accounting period for this allotment shall be from January 1 to December 31. To obtain reimbursement under this provision, teachers must submit verifiable receipts or Blue Cross/Blue Shield statements to the SAU Business Office. Disbursements for these claims will be made once each month and will be paid to the teacher who will be responsible for paying the service provider. Beginning August 25, 2005, the District shall provide no allowance to professional employees under this section.

19.2.4 The Inter-Lakes School District agrees to reimburse professional employees who subscribe to the District's Health Plan for all medical expenses incurred beyond the \$1,000.00 deductible providing the following requirements have been met:

- a. Blue Cross/Blue Shield statements are presented to the SAU Business Office verifying the denial of claims totaling \$1,000.00 with coding indicating that the reason for denial is failure of the subscriber to meet the required deductible, or that the subscriber is responsible for co-insurance costs.
- b. The Inter-Lakes School District will not reimburse for amounts which exceed the maximum allowable benefit of New Hampshire Blue Cross/Blue Shield to nonparticipating providers.
- c. Claims filed by professional employees to the SAU Business Office must be accompanied by Blue Cross/Blue Shield statements.

Disbursements for these claims will be made once each month and will be paid to professional employees who will be responsible for paying the provider.

19.2.5 An eight hundred fifty-dollar (\$850.00) allowance will be allotted to eligible professional employees who do not choose to enroll in the Inter-Lakes School District's Health Insurance Plan. Part-time professional

employees who teach less than 50% will be eligible for opt-out, prorated according to their teaching assignment. In order to be eligible for this, the professional employee must inform the Superintendent's Office, in writing, no later than December 15th. This amount may be used to cover medical expenses as described in IRS Publication 502 for any dependents that are included in this professional employee's Federal Tax Return. The accounting period for this allotment shall be from January 1 to December 31. To obtain reimbursement under this provision, professional employees must submit verifiable receipts to the SAU Business Office. Disbursement for these reimbursements will be made once each month and will be paid to the professional employee, who will be responsible for paying the provider. A professional employee desiring to enroll in the Inter-Lakes School District's Health Insurance Plan during this twelve month period, may do so only if there is a qualifying event (as referenced in the Inter-Lakes School District's Integrated Flexible Benefits Plan Adoption Agreement). In absence of a qualifying event, professional employees will have the opportunity to rejoin the plan on January 1 of each year. Professional employees must notify the Business Office, in writing by December 15, of their intent to rejoin the plan on January 1. For professional employees rejoining the plan, there will be no change in status regarding Section 125 monies.

19.2.6 To the degree allowable under Section 125 of the Internal Revenue Service Code, professional employees will be allowed to designate up to \$5,000.00 of their salary to be deducted for the purpose of paying out-of-pocket medical expenses and dependent care expenses. Individuals may set up two Section 125 funds, one for medical and one for dependent care. By Section 125 code, a dependent care fund may not exceed \$2,500.00 per individual or \$5,000.00 per couple. The medical fund is limited by the District to \$5,000.00. In the case of dependent care funds, current claims cannot exceed current professional employee contributions. Once designated, unused money may not be reclaimed by professional employees (tax code requirement).

19.3 Retiree Health Insurance

19.3.1 Eligibility

- a. Professional employees who both were employed and had completed 10 years of service to the District as of July 1, 2005, shall be eligible for the benefits set forth in Section 19.3.2, provided that they meet the requirements set forth in Section 19.3.2.
- b. Professional employees who were employed but had not completed 10 years of service to the District as of July 1, 2005, shall be eligible for the benefits set forth in Section 19.3.2 until such time as they reach Medicare eligibility age, provided that they meet the requirements set forth in Section 19.3.2.
- c. Professional employees who were not employed by the District as of July 1, 2005, shall not be eligible for any benefits under Section 19.3.2.

19.3.2 Benefits

- a. The District shall pay the same percentage for eligible retirees that it paid for active professional employees as of the time of retirement toward the cost of all the provisions detailed in Article 19.2 (or Medicare/MediComp plan when the retiree is eligible) at the single or two-person level and shall reimburse eligible retirees as detailed in Article 19.2.4, for any professional employee who retires from the District after September 1, 1988, provided: such retiree has reached age 55 at the time, has ten (10) or more years of service to the District, is employed by the District at the time of retirement, and does not opt for medical insurance through any other employer; or

b. The District shall pay the same percentage for eligible retirees that it paid for active professional employees as of the time of retirement toward the cost of all the provisions detailed in Article 19.2 (or Medicare/MediComp plan when the retiree is eligible) at the single or two-person level and shall reimburse eligible retirees as detailed in Article 19.2.4, for any professional employee who retires from the District after September 1, 1988 at any age due to medical disability provided the retiree has ten (10) years of service to the District. Should retirees' medical insurance be funded by the State Retirement System, this provision shall be revoked, except as necessary to maintain the same level of coverage.

19.4 A \$10,000 term life and accidental death insurance policy will be provided by the District for each professional employee.

19.5 Effective September 1, 1989, the District will pay 90% of the single, two-person, or family coverage cost of Delta Dental Plan XII. Professional employees electing for single, two-person or family dental coverage must execute a payroll deduction authorization for their respective 10% contribution to the cost of this coverage.

19.6 Determination of insurance carriers will be at the sole discretion of the District.

20. Professional Standards

20.1 Professional employees will maintain their proficiency and certification in accordance with certification regulations and directives issued by the State Board of Education.

20.2 No professional employee shall be engaged or continue in employment who shall fail to meet the above provisions of this School Board Professional Employees Agreement as stated in Article 20, Section 20.1.

- 20.3** All personnel are expected to conduct themselves in a professional and ethical (as referenced in School Board Personnel Policy 4154) manner in their contact with pupils, parents, their peers, and the administration and the School Board.
- 20.4** It is expected, throughout the life of this Agreement and during the normal school year, the School Board will authorize committees comprised of professional employees, administrators, School Board members and others if need be, to study a specific problem or concern, e.g., curriculum study, textbook selection. Staffing of such committees will be done on the basis of volunteers and will not be compensated.
- 20.4.1** All professional staff are expected to serve on the school re-evaluation and accreditation committees. Attendance at such reevaluation and accreditation committee meetings or work assigned for such committees before and after student hours will be limited to three (3) hours a month. When additional time is needed during a month, the professional employee will seek approval for compensation from the administration. Additional time spent on committee meetings or work assigned to the committee member shall be compensated at an hourly rate of 13.3% of the professional employee's per diem salary. The professional employee shall be responsible for submitting the appropriate form to the central business office within thirty (30) days of the committee meeting to be eligible for reimbursement under this article. Extenuating circumstances will be reviewed by the School Board.
- 20.4.2** Such committees may schedule meeting times that are mutually agreeable to the committee members, so long as such meetings do not interfere with scheduled student classes and are approved by the supervising principal(s).
- 20.4.3** Expenses for the purpose of completing a committee's work may be approved in advance by the Superintendent. Committee members shall receive additional compensation for this service if such services are performed during the summer vacation.

20.5 The District's Recertification Plan, which is a section of the District's Professional Development Master Plan, shall be a plan which is developed by the cooperative efforts of the administration and professional staff and approved by the School Board. All future modifications to this Master Plan during its life span must also be developed cooperatively and have the approval of the School Board. The professional employee representatives to the District's Professional Development Committee will be elected, at the building level, from the entire staff in elections conducted by the Association.

21. Professional Improvement

21.1 The School Board shall provide each professional employee up to \$1,200 for coursework or \$750 for other professional improvement activities. In the event that the coursework costs less than \$750, the difference between the course cost and \$750 may be used by the professional employee for additional professional improvement activities.

21.2 Applications will be processed by the building principal as received. The principal may request that the professional employee explain how the activity is relevant to his or her own employment in the school district. Final determination as to whether the activity is eligible for payment or reimbursement rests with the principal. All professional improvement requests must be submitted for approval by May 22nd.

21.2.1 Upon successful completion of an activity, proof of payment and any additional expenses, where allowed, must be submitted to the principal within thirty (30) days of receipt of the grade and/or proof of successful attendance. Exceptions to the timelines may be granted by the administration.

21.3 The District shall reimburse the professional employee for the activity within thirty (30) calendar days after the professional employee submits the documentation required by Section 21.2.1.

21.3.1 Reimbursement shall be made only for courses in which the professional employee receives a grade of B (3.0) or better.

21.4 After May 22nd, unencumbered professional improvement funds may be authorized by the administration for additional professional employee professional improvement. Individual professional employees may request an additional sum of money.

22. Professional Employee Protection and Student Discipline

22.1 Assistance in Assault Cases

22.1.1 Professional employees will immediately report all cases of assault sustained by them in connection with their employment to their principal and commit the incident in writing within forty-eight (48) hours, except in extenuating circumstances. The Superintendent or his representative shall acknowledge to the professional employee receipt of such report within 48 hours whenever practical or as soon thereafter as possible. The professional employee's report will then be forwarded to the Inter-Lakes School Board.

22.1.2 The attorney for the School Board shall advise the professional employee of his rights and shall provide such information in writing, obtain for the professional employee relevant information concerning the incident in the possession of the administration, police or other agencies involved, accompany the professional employee in court appearances and advise the professional employee in investigations by police or other legally conducted investigations.

22.2 Legal Counsel

The School Board agrees to provide legal counsel to professional employees in any civil action or criminal proceedings arising out of any disciplinary action taken against any pupil of the school district while in the discharge of duties within the scope of his employment. The professional employee must, however, within ten (10) days of service of summons, complaint, or other legal paper deliver the original or a copy to the School Board.

22.3 Compensation for Lost Time and Destruction of Personal Property

22.3.1 If such an assault (as in 22.1) on a professional employee results in lost time, the professional employee shall be paid in full and such paid absence shall not be deducted from any accumulated sick leave to which such professional employee is entitled under this Agreement.

22.3.2 If a staff member suffers loss or destruction of personal belongings while in the line of duty (e.g., to stop a disturbance, is assaulted by a student, or while attempting to prevent the destruction of district property, such as fire), the School Board will assume the reasonable cost of the replacement or repair of such item(s) provided such loss, damage, or destruction was not due to the professional employee's negligence or otherwise covered by Worker's Compensation or insurance benefits provided by the District. The professional employee must report the incident and loss to the building principal in writing within forty-eight (48) hours, or as soon as possible after the incident occurred. In no event, shall a professional employee seek duplicate compensation from both the District and a private insurer.

22.4 Student Discipline

The administration will meet and confer with the Association to review/develop rules and regulations for student discipline. Final authority for the development of such rules and regulations rests with the School Board. Such rules and regulations shall be distributed to students, professional employees and parents at or near the beginning of the school year.

23. Professional Employee Evaluations

23.1 The evaluation program is to be used to assist professional employees in the performance of their duties and as a means of guiding and counseling for continued improvement in the educational standards of the School District and maintenance of a competent professional staff. The preparation of annual evaluations is the responsibility of the supervising principals and/or other appropriate administrators. Evaluations will be reviewed by the Superintendent and by the School Board prior to March 30 in accordance with the Professional Employee Evaluation Levels (PEEL) referenced in 23.2 and found in Appendix

D.

23.1.1 Joint Committee on Evaluation

The parties agree to continue a Joint Committee on Evaluation. The School Board and the Association shall each appoint five (5) members, including a facilitator, to the committee. The charge of the committee is to restructure content, format, and process of the evaluation of the professional staff and to consider and to make recommendations for improvements. Prior to ratification of any committee recommendations, all existing evaluation language will remain unchanged.

23.1.2 Approval Process

Changes in procedures, content or format for such evaluations shall be negotiated between the School Board and the Association. When the committee recommends changes in format, content or procedure for evaluation, these changes will be subject to approval by both negotiation teams. Both the Association and the Inter-Lakes School Board have thirty (30) days to ratify committee recommendations.

23.2 Evaluations will be done using the Professional Employee Evaluation Rubrics (PEER), Professional Employee Evaluation Levels (PEEL), Professional Employee Evaluation Form (PEEF), Professional Employee Evaluation Handbook (PEEH), and Professional Employee Evaluation Glossary (PEEG) that are in Appendix D.

23.3 During the first three weeks of school, an administrator shall orient professional employees new to the District regarding evaluation procedures.

23.4 An evaluation will represent a composite of the professional employee's total job performances, including observation by administration and while performing daily job-related responsibilities since the last evaluation.

- 23.5** Whenever a professional employee is rated unsatisfactory on the PEEF, an explanation shall be provided, and shall have been preceded by assistance, when possible, as spelled out elsewhere in this Agreement.
- 23.6** A professional employee shall be given a copy of any evaluation report prepared by his/her evaluators at least one day before any conferences held to discuss it.
- 23.7** All professional employees are to be formally observed in their job assignment prior to receiving their evaluation. Each formal classroom observation shall be scheduled with the professional employee for a minimum of thirty (30) minutes or the duration of the activity or lesson. All formal classroom observations of the performance of a professional employee shall be conducted openly and with full knowledge of the professional employee.
- 23.8** No professional employee shall receive adverse comments from any administrator in the presence of the pupils, except in extraordinary situations requiring immediate action.
- 23.9** A formal classroom observation report shall be given to the professional employee as soon as possible after each formal observation. A post-conference between the administrator and the professional employee shall occur after each formal classroom observation to discuss the observation. A copy of the formal observation report, signed by the professional employee and administrator, shall be submitted to the Superintendent within seven (7) school days after the conference. The professional employee's signature shall indicate only that the report has been read by the professional employee and shall not be interpreted to indicate agreement with the contents. No professional employee shall be required to sign a blank or incomplete observation report form.
- 23.10** All other observations of the professional employee's work performance, which are to be made part of his/her file, will be made known to the professional employee in a timely manner. No written report shall be submitted to the Superintendent, placed in the professional employee's file, or otherwise acted upon without a prior conference with the professional employee.
- 23.11** The Administration shall offer direct assistance including specific

recommendations to help the professional employee improve if performance has shown need for improvement. A reasonable time for improvement will be given.

23.12 If the professional employee disagrees with any evaluation or observation report, such disagreement may be so indicated in writing within seven (7) school days of receipt of the evaluation, and upon request, a written statement of disagreement shall be placed in the professional employee's personnel file and attached to the relevant documents.

23.13 Complaints

Those job-related complaints regarding a professional employee made to any member of the administration by any parent, student, or other person who may be used in evaluating the professional employee shall be promptly investigated. Professional employees shall be given an opportunity to meet personally and respond to and/or rebut those complaints which, if substantiated as a result of the investigation, may become a part of their file.

23.13.1 The professional employee shall acknowledge that he/she has had the opportunity to review such complaint by signing the copy to be filed, with the understanding that such signature indicates only that the report has been read by the professional employee and shall not be interpreted to indicate agreement with the contents.

23.13.2 The professional employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed and initialed by the Superintendent and attached the file copy.

23.14 Personnel Files

Each professional employee shall be entitled to knowledge of, and access to, his/her personnel file and have the right to reproduce materials in that file.

23.15 Professional employees shall receive a copy of any materials placed in their personnel file except routine materials such as payroll or insurance forms and will indicate receipt by returning a signed copy to the Superintendent's office within five (5) days. If a signed copy is not returned, the school district will contact the professional employee to verify receipt of such material. If the document remains unsigned, the material shall be filed unsigned. The professional employee's

signature shall indicate only that the report has been read and shall not be interpreted to indicate agreement with the contents.

23.16 A professional employee may submit to the Superintendent a written statement regarding any material placed in the professional employee's personnel file, together with any materials supporting the written statement. The written statement and supporting materials shall be maintained as part of the professional employee's personnel file.

23.17 No materials may be removed from the personnel file of any professional employee without the written consent of the Superintendent and the professional employee.

24. Professional Employee Discipline

24.1 A professional employee shall be entitled to have a representative of the Association present during any meeting that may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the professional employee until such representative of the Association is present. If disciplinary action is likely to occur at a given meeting, the professional employee shall be advised immediately of said possibility.

24.2 No professional employee shall be discharged or disciplined without just cause.

25. Reduction in Force

25.1 If it is necessary to reduce the number of professional employees employed by the District for legitimate reasons such as a substantial decrease in student enrollment or reduced funding, the School Board may lay off or reduce professional employees. The School Board will make every reasonable effort to minimize the effect of reduction in force on professional employees by absorbing as many positions as possible through attrition (retirements, resignations, refusals to contract, or leaves of absence). The School Board, in determining which professional employees shall be laid off or reduced to part time, will take the following into equal consideration: the job performances of each individual, as

established through a review of the written Professional Employee Evaluation; areas of certification; specialized area(s) of training needed for the continuation of District instructional programs; seniority in the District; and level of educational attainment.

- 25.2** Seniority shall be determined only by the number of years as a duly-certified professional employee of the Inter-Lakes School District.
- 25.3** The School Board and the Association shall collaboratively create and maintain a database that lists each professional employee's area(s) of certification, specialized area(s) of training, seniority in the District, and level of educational attainment. This database will be updated annually. The administration will create and distribute an annual list of specialized areas of training needed for the continuation or implementation of District instructional programs. This list will be developed annually by June 1st for the upcoming school year.
- 25.4** Professional employees who are laid off or reduced shall be reinstated in inverse order of their being laid off or reduced for any vacancy for which they carry the appropriate certification. Reinstatement shall not result in a loss of credit for previous years of experience both within the District and elsewhere. Rights to reinstatement shall be in effect for three years and ninety days from the last day of employment within the District.
- 25.5** No new or substitute appointments may be made while there are laid off or reduced professional employees who are qualified and certified to fill any vacancy and willing to accept the available assignment.
- 25.6** Seniority for years of part-time employment shall be pro-rated and cumulative. There shall be no seniority among temporary professional employees.
- 25.7** The Association shall be notified and the School Board shall give written notice of recall by sending a registered or certified letter to said professional employee, at his/her last known address. If a professional employee fails to sign and return a contract within the specified time frame, said professional employee shall be considered as a voluntary resignation, thereby terminating the individual's professional employee contract and any other employment relationship with the School Board.

26. Transfer, Assignment, Reassignment

26.1 For the purpose of this article, transfer shall be defined as moving a professional employee from one school, grade or position to another or, at the elementary level, moving a professional employee from one grade to another.

26.2 All open positions will be posted in all school buildings and on the District website as soon as they become available.

26.2.1 As a result of the posting, volunteers may apply. The Superintendent shall consider all volunteers before making any involuntary transfers.

26.3 Professional employees who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent no later than May 1. The Superintendent shall retain such request on file for a full calendar year after such a request is made. Such statement shall include the grade and/or subject to which the professional employee desires to be assigned, in order of preference and reason for change. All requests will be acknowledged in writing. Seniority, the individual's qualifications and system-wide balance of experience and inexperience, as well as the desire of the professional employee, shall be considered. The final decision pertaining to assignments rests with the Superintendent of Schools.

26.4 If the Superintendent decides to transfer a professional employee:

- a. The professional employee will be given as much prior notice as possible in writing.
- b. The professional employee may, within ten (10) school days of receipt of such notice, request in writing a meeting with the Superintendent.

- c. Within ten (10) school days of receipt of such request, the Superintendent and/or his designee shall meet with the professional employee. The professional employee may be accompanied by a representative of the Association or other chosen representative.
- d. At that meeting, the professional employee will be given the reason for the transfer, and the transfer will be discussed.
- e. A good faith effort shall be made to consider the wishes of the professional employee.
- f. Within ten (10) school days of such meeting, the Superintendent shall notify the professional employee involved and the School Board of his/her decision.

26.5 As soon as practicable, and no later than the last two weeks of school, the appropriate administrator shall notify individual staff of their tentative assignments for the ensuing year.

26.6 In order to assure that pupils are taught by professional employees working within their areas of competence, professional employees will not generally be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

26.7 Notice of all open certified positions in the Inter-Lakes School District shall be posted in the schools and on the district website. The posting notice shall set forth the qualifications for the position. Individuals interested in applying for the position shall do so in the manner prescribed in the notice, within five (5) days, after the date of the notice. No permanent appointment to a position shall be made, until five (5) days after notice has been issued. Any professional employee who applies for a position will:

- a. Receive notice of receipt of his/her application.
- b. Receive notice of the decision on his/her application.

27. Grievance Procedures

- 27.1** Definition: A "grievance" shall mean an alleged violation, misinterpretation or misapplication with respect to one or more professional employees of any provision of the collective bargaining agreement. See RSA 273-A:1(V).
- 27.2** Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare and/or working conditions of the professional employees. Both parties agree that these procedures will be kept informal and confidential at any level of the procedure.
- 27.3** A grievance to be considered under this procedure must be initiated by the professional employee, the Association or the School Board within ten (10) school days of its known occurrence. The professional employee will present the grievance to the administrator whose action is the subject of the grievance during non-instructional time with the objective of resolving the matter informally. If the grievance is not resolved through this informal process, the professional employee may proceed to Level 1 by submitting the grievance in writing to the Administrator within ten (10) school days of the informal meeting. The Administrator shall provide a copy to the Association building representative.
- 27.4** Procedure: If a grievance concerns another professional employee, that professional employee must be notified in writing that action is being taken. After the informal meeting, all grievances and decisions on all levels must be in writing. It is understood that all professional employees shall, at the discretion of the School Board, with full salary during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the School Board until such grievance and any effect thereof shall have been fully determined. Should a grievance extend beyond the school year, the procedure shall continue as prescribed. It is the intent of the parties to proceed to resolution of grievances in an expeditious manner.

- 27.4.1** Grievances submitted by the Association shall be filed at the appropriate level. Grievances initiated by the School Board, or its designee, shall be submitted in writing to the President of the Association. The Association shall advise the School Board of its position in writing within ten (10) school days. Disputes not resolved in this manner shall be submitted directly to Level Four.
- 27.5** The grievant may be represented at all levels of the grievance procedure, at his/her option, by himself/herself or by his/her chosen representative, or by a representative selected by the Association. The Association shall have the right to be present and participate at all levels of the grievance procedure and shall receive a copy of all decisions rendered.
- 27.6** Level One: The Administrator shall respond in writing to all parties involved within five (5) days of receipt of the written grievance.
- 27.7** Level Two: If the grievance is not resolved at Level One, it must be submitted in writing within five (5) days to the Superintendent. The Superintendent, the aggrieved professional employee and/or his/her chosen representative shall meet within a reasonable time in an attempt to resolve the matter and the Superintendent shall render his/her decision, in writing, to the aggrieved and the Association within ten (10) days.
- 27.8** Level Three: If the grievance is not resolved at Level Two, the professional employee shall have the right to file said grievance with the Secretary of the School Board within five (5) days of the decision rendered in Level Two. The School Board shall conduct a grievance meeting within a reasonable time in an attempt to resolve the matter, and the School Board shall render its decision, in writing, to the aggrieved professional employee and the Association within ten (10) days.
- 27.9** Level Four: If not resolved at Level Three, the grievance may be submitted to binding arbitration or to the New Hampshire Courts. The aggrieved, through an election of forum, must choose (in writing) either arbitration or the Courts (and in doing so is then precluded from attempting to follow the second route also). If the grievance is submitted to arbitration, the following procedure shall apply. The

School Board shall be notified in writing within ten (10) days after the date of its decision that the grievance is being submitted for arbitration. The following procedure shall be used to secure the services of an arbitrator:

27.9.1 The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days, the Public Employee Labor Relations Board (PELRB) will be notified and requested to submit a roster of persons qualified to function as arbitrator.

27.9.2 If the parties are unable to determine within ten (10) days of receipt of the list, a mutually satisfactory arbitrator, the PELRB may be requested by either party to designate an arbitrator.

27.9.3 The arbitrator shall limit him/herself to the issues submitted to him/her. The arbitrator shall be bound by and must comply with all of 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 binding.

27.9.4 The School 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.

27.9.5 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 School Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

27.10 All interested parties shall have the right to be represented by counsel of their own choosing, to present such witnesses and documentary evidence as may be pertinent, and to cross examine witnesses offered by other parties.

27.11 All parties shall be afforded the opportunity for oral arguments and shall be permitted to file written briefs. Copies of all briefs, notices and requests, shall be furnished to the opposing parties.

27.12 Any and all deadlines set forth in this Article may be extended by mutual agreement of the parties. Any step of the grievance process may be waived by mutual agreement of the parties. The grievance shall be considered resolved if one of the parties involved has not responded before the time period for appealing has passed.

27.13 Documents, communications, or records concerning the processing of a grievance shall not be placed in a professional employee's personnel file, except as mutually agreed by the parties; nor forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. There shall be no retaliation in any form taken against a professional employee for filing a grievance.

28. Miscellaneous

28.1 Tuition Free for Non-Resident Professional Employee Children

Non-resident professional employees may enroll their children tuition free in the District in accordance with School Board policies, e.g., School Board policy #5118, Non-Resident Admission. This provision is not grievable.

29. Entire Agreement Clause

29.1 This Agreement supersedes all previous Agreements, based on alleged past practices, between the School Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing.

Appendix A

Inter-Lakes Salary Schedule

Step	2008-2009			2009-2010			2010-2011		
	BA	MA	MA+30	BA	MA	MA+30	BA	MA	MA+30
1	33,531	37,883	40,059	34,637	39,133	41,381	35,780	40,424	42,746
2	35,707	40,059	42,235	36,885	41,381	43,629	38,102	42,746	45,069
3	37,883	42,235	44,411	39,133	43,629	45,877	40,424	45,069	47,391
4	40,059	44,411	46,587	41,381	45,877	48,125	42,746	47,391	49,713
5	42,235	46,587	48,763	43,629	48,125	50,373	45,069	49,713	52,035
6	44,411	48,763	50,940	45,877	50,373	52,621	47,391	52,035	54,357
7	46,587	50,940	53,116	48,125	52,621	54,869	49,713	54,357	56,679
8	48,763	53,116	55,292	50,373	54,869	57,116	52,035	56,679	59,001
9	50,940	55,292	57,468	52,621	57,116	59,364	54,357	59,001	61,323
10	53,116	57,468	59,644	54,869	59,364	61,612	56,679	61,323	63,646

Appendix B

Inter-Lakes Longevity Schedule

Step	2008-2009			2009-2010			2010-2011		
	BA	MA	MA+30	BA	MA	MA+30	BA	MA	MA+30
11	53,635	57,988	60,164	55,405	59,901	62,149	57,234	61,878	64,200
12	54,155	58,507	60,684	55,942	60,438	62,686	57,788	62,433	64,755
13	54,675	59,027	61,203	56,479	60,975	63,223	58,343	62,987	65,309
14	55,195	59,547	61,723	57,016	61,512	63,760	58,898	63,542	65,864
15	55,714	60,067	62,243	57,553	62,049	64,297	59,452	64,096	66,418
16	56,234	60,586	62,762	58,090	62,586	64,834	60,007	64,651	66,973
17	56,754	61,106	63,282	58,627	63,123	65,370	60,561	65,206	67,528
18	57,273	61,626	63,802	59,163	63,659	65,907	61,116	65,760	68,082
19	57,793	62,145	64,322	59,700	64,196	66,444	61,670	66,315	68,637
20	58,313	62,665	64,841	60,237	64,733	66,981	62,225	66,869	69,191
21	58,833	63,185	65,361	60,774	65,270	67,518	62,780	67,424	69,746
22	59,352	63,705	65,881	61,311	65,807	68,055	63,334	67,979	70,301
23	59,872	64,224	66,400	61,848	66,344	68,592	63,889	68,533	70,855
24	60,392	64,744	66,920	62,385	66,881	69,129	64,443	69,088	71,410
25	60,912	65,264	67,440	62,922	67,417	69,665	64,998	69,642	71,964
26	61,431	65,784	67,960	63,458	67,954	70,202	65,553	70,197	72,519
27	61,951	66,303	68,479	63,995	68,491	70,739	66,107	70,751	73,074
28	62,471	66,823	68,999	64,532	69,028	71,276	66,662	71,306	73,628
29	62,990	67,343	69,519	65,069	69,565	71,813	67,216	71,861	74,183
30	63,510	67,862	70,039	65,606	70,102	72,350	67,771	72,415	74,737
31	64,030	68,382	70,558	66,143	70,639	72,887	68,326	72,970	75,292
32	64,550	68,902	71,078	66,680	71,176	73,424	68,880	73,524	75,847
33	65,069	69,422	71,598	67,217	71,712	73,960	69,435	74,079	76,401
34	65,589	69,941	72,117	67,753	72,249	74,497	69,989	74,634	76,956
35	66,109	70,461	72,637	68,290	72,786	75,034	70,544	75,188	77,510
36	66,628	70,981	73,157	68,827	73,323	75,571	71,099	75,743	78,065
37	67,148	71,500	73,677	69,364	73,860	76,108	71,653	76,297	78,619
38	67,668	72,020	74,196	69,901	74,397	76,645	72,208	76,852	79,174
39	68,188	72,540	74,716	70,438	74,934	77,182	72,762	77,407	79,729
40	68,707	73,060	75,236	70,975	75,471	77,719	73,317	77,961	80,283
41	69,227	73,579	75,755	71,512	76,007	78,255	73,871	78,516	80,838
42	69,747	74,099	76,275	72,048	76,544	78,792	74,426	79,070	81,392
43	70,267	74,619	76,795	72,585	77,081	79,329	74,981	79,625	81,947
44	70,786	75,139	77,315	73,122	77,618	79,866	75,535	80,179	82,502
45	N/A	N/A	N/A	73,659	78,155	80,403	76,090	80,734	83,056
46	N/A	N/A	N/A	N/A	N/A	N/A	76,644	81,289	83,611

Appendix C

Co-Curricular Salary Schedule

Level/Description	% of BA Step	Salary 2008-2009	Salary 2009-2010	Salary 2010-2011
Level I	11%	3,688	3,810	3,936
High School Band, Varsity Basketball, High School Chorus, High School Theatre, High School Yearbook				
Level II	9.5%	3,185	3,291	3,399
Varsity Baseball, JV Basketball, Varsity Cross Country, Varsity Ski Coach Alpine and Nordic, Varsity Soccer, Varsity Softball, Varsity Track, Varsity Volleyball				
Level III	7.5%	2,515	2,598	2,684
JV Baseball, Varsity Golf, High School Math Team, High School Newspaper, Senior Class Advisor, JV Soccer, JV Softball, High School Spirit, Varsity Tennis, JV Volleyball				
Level IV	5.5%	1,844	1,905	1,968
MT Baseball, MT Basketball, Freshman Basketball, MT Cross Country, Destination Imagination Team, MT Drama Coach, MT Golf, National Honor Society, Outing Club, MT Ski Coach Alpine and Nordic, MT Soccer, MT Softball, MT Spirit, High School Student Government, MT Track, Freshman Volleyball, MT Volleyball				
Level V	4.0%	1,341	1,385	1,431
MT/Elementary Band, Elementary & SCS Chorus, High School Floor Hockey				
Level VI	3.0%	1,006	1,039	1,073
High School & MT Art Club, Drama Coach (4 th Grade Play), Drama Coach (SCS), FBLA Advisor, MT Floor Hockey, Freshmen-Sophomore-Junior Class Advisors, Math Club 6, Math Club 7/8, SCS 5/6 Newspaper, MT Student Council, SCS Student Council, MT Yearbook, Student Council 5/6				

Appendix D

Professional Employee Evaluation Rating Scale/Rubric (PEER)

Appendix D

Professional Employee Evaluation Rating Scale/Rubric (PEER)

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Professional Employee Evaluation Rating Scale/Rubric (PEER)

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Professional Employee Evaluation Rating Scale/Rubric (PEER)

Appendix D

Professional Employee Evaluation Levels (PEEL)

The criteria for the evaluation levels are applied to each single evaluation and are not to be used cumulatively. The following levels are used for observation and evaluation:

- Level 1 – professional employees will be observed and evaluated every year.
- Level 2 – professional employees will be observed and evaluated once every two years.
- Level 3 – professional employees will be observed and evaluation once every three years.
- Non-tenured – professional employees will be observed twice (2) a year and evaluated every year.
- Focused Assistance – professional employees will be observed as frequently as determined by the administrator and will be evaluated every year.

LEVEL 1 – A professional employee previously on Focused Assistance or previously Non-Tenured will be placed on Level 1 by meeting the following criteria:

- No UNSATISFACTORY scores
- No more than three (3) BASIC scores
- No more than two (2) BASIC scores in any one domain

LEVEL 2 – A professional employee will be placed on Level 2 by having no UNSATISFACTORY scores and meeting the following criteria for each of the past two evaluations:

- All scores of ACCOMPLISHED or
- At least two (2) DISTINGUISHED scores and no more than two (2) BASIC scores

LEVEL 3 – A professional employee will be placed on Level 3 by meeting the following criteria for each of the past two (2) evaluations:

- No UNSATISFACTORY scores
- No BASIC scores
- At least five (5) DISTINGUISHED scores

Grandfathering Guidelines

Upon ratification, professional employees will be placed on an evaluation level as determined below by their 2001-2002 evaluation and their years of experience:

- Non-Tenure: Any non-tenured professional employee.
- LEVEL 1: Tenured professional employee who meets the Level 1 PEER requirements.
- LEVEL 2: Tenured professional employee who has a minimum 3 years experience and meets the Level 2 PEER requirements. The professional employee shall be observed and evaluated once within this initial two-year period and then every other year thereafter.
- LEVEL 3: Tenured professional employee who has a minimum 6 years experience and meets the Level 3 PEER requirements. The professional employee shall be observed and evaluated once within this initial three-year period and then every third year thereafter.
- As of July 1, 2002, professional employees new to the district shall be observed every year for three (3) years and then placed on the Evaluation Level appropriate with the years of experience and PEER scores as listed above.

The principals shall give the professional employees, placed on Levels 2 and 3, the opportunity to state their preference for the year of the initial observation and evaluation. Preferences will be granted based upon seniority in the district. Any professional employee scoring at least one BASIC in the 01-02 school year evaluation, may request an observation/evaluation for the 02-03 school year.

Appendix D
Professional Employee Evaluation Form (PEEF)

Appendix D

Professional Employee Evaluation Glossary (PEEG)

Curriculum

Written document as defined by the Inter-Lakes School District and/or state or national standard.

Content

Area of specialization (i.e. English, Social Studies) or the vehicle through which curriculum is developed.

High-Level Learning

As per Bloom's Taxonomy (included in this packet)

School and District Resources

Personnel and materials available to assist in teaching learning. Examples include: guidance counselors, nurses, special education staff, behavior specialists, administrators, librarians, professional development collections, iBooks and other technology, the World Wide Web, audio visual materials, software.

Involves Students in Thinking About Their Own Learning

Engaging students in a systematic review of their own performance for the purpose of improving that performance or comparing oneself against established criteria. There is evidence that students contribute to the development of the criteria and standards.

Reflects on Teaching

Professional employees constantly raise the question, "Why do I teach as I do and what difference does it make in the learning of my students?"

School Community

Elements are relationship with colleagues, service to the school and participation in school and district projects.

Collaboration

Professional employees working together as a community of professionals toward a common vision of teaching and learning that transcends individual classrooms, grade levels, and departments. Examples of collaboration include formal and informal meetings of professional employees to examine student work together, to share effective classroom practices, or to observe and critique each other's teaching.

Appropriate

What is appropriate should be evaluated from the perspective of an objective, reasonable person. That is, would a reasonable person under similar circumstances deem the action appropriate.

Professionalism

Consists of appropriate appearance, demeanor, self-control and ethical behavior.

Agreement

- A. The School Board and the Association agree that this Agreement and its provisions shall take effect on August 25, 2008, and shall remain in effect until midnight, August 24, 2011.
- B. The parties agree that negotiations for a new Agreement shall take place in accordance with RSA 273-A and that negotiations shall take place prior to the termination of this Agreement.

Inter-Lakes Education Association:

Date _____

Inter-Lakes School Board:

Date _____

