

AGREEMENT

Between

KEARSARGE REGIONAL SCHOOL BOARD

and the

KEARSARGE REGIONAL EDUCATION ASSOCIATION

2016-2019

(Ratified by KREA and KRSD, November 2015)

Approved by the Voters on March 8, 2016

Effective July 1, 2016

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KEARSARGE REGIONAL SCHOOL DISTRICT - TEACHERS' AGREEMENT
2016-2019

1 **Article I. RECOGNITION**

2 A. For the purpose of collective negotiation, the Kearsarge Regional School Board (the
3 Board) recognizes the Kearsarge Regional Education Association (the Association) as
4 the bargaining representative of all:

- 5 1. Teachers
- 6 2. Department Coordinators
- 7 3. Guidance Counselors
- 8 4. Reading Specialists/Diagnosticians
- 9 5. Nurses
- 10 6. Media Specialists/Generalists
- 11 7. Speech/Language Pathologists
- 12 8. Social Workers
- 13 9. School Psychologists/Psychiatrists
- 14 10. School to Work Coordinators
- 15 11. Occupational Therapists
- 16 12. Technology Integration Specialist

17 B. Definition

- 18 1. A part-time employee is an individual whose assigned duties require him/her to be
19 regularly present at school for less than the usual full school week or day.
- 20 2. It is agreed that part-time employees shall be entitled to the same benefits as other
21 employees prorated in accordance with contract time. This provision will not apply if it
22 is contrary to the regulations of benefit providers.
- 23 3. Part-time non-continuing staff is not covered by any RIF provision under Article
24 VII.
- 25 4. At the sole discretion of the administration, part-time staff (less than 0.80 FTE) may
26 be assigned to either a greater or lesser percentage of work (percent Full-Time

27 Equivalent) than that amount assigned in their current year’s contract without activating
28 any provision of RIF under Article VII.

29 5. Any teacher less than 0.8 FTE is required to attend meetings and obligations on a
30 prorated basis to be arranged with the building administrator. It shall be the obligation
31 of the teacher to obtain all information from meetings that were not attended.

32 C. The above listed persons covered by this Agreement shall be referred to as “teachers” in
33 this Agreement. The Association and the Board agree to enter into negotiations in
34 accordance with RSA 273-A. All bargaining unit members are professionals and will
35 fulfill the duties and responsibilities of their positions.

36
37 **Article II. NEGOTIATION PROCEDURE**

38 A. Initiation of Negotiations

39 Either party desiring to bargain shall serve written notice of its intention to the other party
40 at least 120 days before the budget submission date, in accordance with RSA 273-A.

41 Negotiations shall begin no later than ninety (90) days before the budget submission date.

42 B. Scope of Negotiations

43 During negotiations, the Board and the Association may present relevant data,
44 exchange points of view, and make proposals and counterproposals. The Board and the
45 Association will, upon request, make available to one another for inspection all
46 pertinent non-confidential records, dates, and information used in developing proposals.

47 Either party may, if it so desires, utilize the services of outside consultants and may call
48 upon professional and lay representatives to assist in the negotiations.

49 C. Form of Agreement

50 The parties may by mutual agreement pass over mediation and go directly to fact-
51 finding. Any agreement reached shall be reduced to writing and be signed by the Board
52 and by the Association.

53 D. Matter for Negotiations

54 It is agreed that terms and conditions of employment shall not be changed or
55 implemented without prior negotiations as required by RSA 273-A: 1 XI as interpreted
56 and applied by the decisions of the Public Employee Labor Relations Board and the
57 New Hampshire Supreme Court.

58 **Article III. TEMPORARY LEAVES OF ABSENCE**

59 A. Sick Leave

60 1. Each teacher who is under full-time contract for a full professional year shall be
61 granted fifteen (15) days of sick leave per year. Sick leave shall be cumulative to one
62 hundred five (105) days. At no time will a teacher carry over more than one hundred
63 five (105) days of available leave. These sick leave days may be used for:

- 64 a) Personal illness or injury
- 65 b) Illness or injury in the immediate family
- 66 c) Bereavement related to the death of a parent, spouse, child, sibling or
67 other as approved by the Superintendent.

68 2. The Association and the Board recognize that sick leave is to be taken only for
69 purposes listed in this Article III A. Sick leave is not intended to represent a form of
70 payment to a teacher or teachers, nor to grant any rights to be absent from school for
71 purposes other than as set forth in this Article III A. The provisions in this Article and
72 Article IV are in addition to the FMLA.

73 3. Sick leave should be prorated in accordance with contract time.

74 B. Emergency Leave

75 Teachers shall have up to three (3) days non-cumulative emergency leave with full pay
76 each school year. Where possible, notification that an emergency leave day will be
77 taken will be given to their building Principal or his/her designee as soon as possible
78 prior to taking such leave, but in no event later than five (5) school days after taking
79 that leave. Emergency leave is not intended to be used for the purpose of extending a
80 weekend or a vacation period. Failure to give such notification will result in such leave
81 being treated as sick leave under Article III A. Emergency leave shall be used only for:

- 82 a) Circumstances beyond the control of the teacher.
- 83 b) Personal affairs which cannot be accomplished at any other time.
- 84 c) Duties as an official of a governmental agency.

85 C. Professional Leave

86 All staff members shall be allowed two (2) professional days for attending conferences,
87 workshops, or educational meetings as approved by their Principal. Additional days
88 may be granted or required by the building Principal and the Superintendent.

89 D. Disciplinary Action

90 In the event a teacher takes leave, which is not authorized by this Article III A or III B,
91 the teacher will be subject to disciplinary action. The Superintendent shall hold a
92 hearing with the teacher. The teacher is expected to present evidence supporting the
93 appropriate use of the leave. If that hearing results in a finding that unauthorized leave
94 was taken, a written finding specifying the facts of the breach will be issued and there
95 shall be an automatic deduction from that teacher's salary at the rate of 1/94th of the
96 annual salary paid to said teacher for each such unauthorized leave day found to have
97 been taken.

98 E. Other Leaves

99 Leaves for other reasons not listed in this agreement, paid or not paid, shall be granted
100 at the sole discretion of the Superintendent or designee. Extended other leave requests
101 of over ten work days shall be subject to School Board approval. An "other leave"
102 when possible, shall be requested 30 days in advance in writing to the Superintendent.
103

104 **Article IV. EXTENDED LEAVES OF ABSENCE**

105 A. Child-rearing Leave

106 1. Child-rearing leave shall be granted to any teacher who requests it provided that
107 she/he is expecting or adopting a child. Such leave must be requested in writing by the
108 teacher at least ninety (90) days prior to the anticipated birth or adoption date. The
109 request shall specify the anticipated date such leave will begin and the date of return to
110 full-time teaching. The return date shall be the first day of a term or other mutually
111 agreed upon date. This leave will be without salary, but the district will contribute 50%
112 of the premium cost for the health care plans in Article XI F and XI G and 100% of XI
113 H and XI I (Life Insurance and Long Term Disability). The teacher's monthly portion
114 of the premium shall be contributed monthly in advance, failing which the teacher risks
115 termination of the plans for failure to pay to the insurer the full premium due. The
116 portion of a leave taken during the contract year by a teacher due to disability resulting
117 from pregnancy, miscarriage, or childbirth shall be charged to his/her available sick
118 leave.

119 2. The child-rearing leave of absence shall not exceed one calendar (1) year, unless the

120 Superintendent grants up to an additional year of child-rearing leave. A teacher taking
121 child-rearing leave shall return and shall resume his/her duties no later than the
122 beginning of the next school quarter following nine months after the birth or adoption
123 for which the leave is taken. The teacher may, by mutual agreement with the
124 Superintendent of Schools, return to full-time employment prior to the conclusion of
125 the leave, providing the teacher notifies the Superintendent at least sixty (60) days prior
126 to the start of the quarter for which he/she will return to teaching. A teacher on child-
127 rearing leave will be subject to the same terms relating to termination and reduction in
128 force as apply to all other teachers under this Agreement. Whenever possible the
129 teacher will return to the same position or a similar position unless a request is made for
130 a different position and is agreed upon between the teacher and Superintendent. An
131 approved child-rearing leave in excess of one (1) calendar year, unless approved by the
132 Superintendent, shall constitute a break in service.

133 B. Sabbatical Leave

134 1. Sabbatical leaves are granted at the discretion of the School Board and are designed
135 to encourage the improvement of instruction, supervision and administration in the
136 Kearsarge Regional School District. Any full-time teacher may apply for a sabbatical
137 leave during or after his/her seventh year of continuous service in the Kearsarge
138 Regional School District. Under exceptional circumstances, the Board may waive the
139 seven-year (7) requirement. The teacher must present a detailed sabbatical leave
140 proposal for approval by the School Board upon recommendation of the Superintendent
141 of Schools. This proposal must be submitted to the Superintendent prior to January 1
142 of the school year preceding the sabbatical leave. Applicants will be notified of
143 decisions prior to May 1.

144 2. A Sabbatical Leave Committee will be established as needed and consist of two (2)
145 Board members, two (2) administrators and three (3) teachers – one (1) from each level
146 -- high school, middle school and elementary school -- which will make
147 recommendations to the Superintendent concerning the sabbatical leave proposals.

148 3. Sabbatical leaves will be available only for full-time study or research programs,
149 which offer potential benefit both to the individual teacher and to the school system.

150 Travel will not be approved except when necessary and incidental to a study program.

151 Not more than two (2) full-time teachers will be granted a leave during a school year.
152 4. For a full-year sabbatical, the teacher will receive one-half of the annual salary
153 he/she would receive in his/her position in Kearsarge Regional School District. For a
154 half school-year sabbatical, the teacher will receive the full salary he/she would have
155 received during this period. A half-year sabbatical will be approved only if satisfactory
156 arrangements can be made to cover a teacher's responsibilities during a partial year's
157 absence.
158 5. During the sabbatical the teacher will receive the benefits listed in Article XI A, E,
159 G, H and L and the credit allowance offered to a teacher in active service pursuant to
160 Article V B. A teacher will receive credit on the salary schedule for the sabbatical
161 leave.
162 6. The teacher will return to the Kearsarge Regional School District for a minimum of
163 two (2) years following the sabbatical. If he/she terminates his/her employment before
164 the end of the two-year (2) period, he/she must repay on a prorated basis within a five-
165 year (5) period the amount of the sabbatical leave compensation.
166 7. Whenever possible the teacher will return to the same position or a similar position
167 unless the teacher makes a request for a different position and it is agreed upon between
168 the teacher and Superintendent.

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170 **Article V. PROFESSIONAL DEVELOPMENT**
171 A. Each teacher is required to participate in the School Administrative Unit Professional
172 Development Plan. It is the teacher's responsibility to maintain a current teaching
173 credential and to notify the Superintendent by October 15th of any anticipated change in
174 degree status for the next year.
175 B. The School Board will allow up to 1% of the total compensation as shown in Article XI
176 Section A1, to be used for District Approved Graduate programs (Master's, Certificate
177 of Advanced Graduate Studies and Doctoral degrees), course, conference, and
178 workshop registration(s). The amount so determined will be allocated 50% to support
179 of District Approved Graduate programs and 50% to other course, conference and
180 workshop registration(s) subject to the Grandfather Clause below.
181 C. District-Approved Graduate Degree Programs

- 182 1. Approval for a District Approved Graduate program shall be subject to the
183 availability of funds. Priority shall be given to those seeking a degree in an area that
184 meets the district's needs. Approval is the exclusive responsibility of the
185 Superintendent.
- 186 2. Reimbursement will be in the form of an interest free loan, which shall become due
187 and payable if the teacher leaves the district voluntarily or for disciplinary reasons.
188 Fifty percent of the loan shall be forgiven at the end of four years of teaching service to
189 the district following graduation from the program and the remainder shall be forgiven
190 five years after graduation.
- 191 3. Each teacher may receive up to the per credit cost of the UNH state university
192 system or the cost of tuition, whichever is the lesser, up to a maximum of twelve (12)
193 credits per year toward the cost of summer school courses and up to a maximum of four
194 (4) credits per school semester for courses to meet the above requirements or to assist
195 him/her in obtaining credits for a master's degree. This provision will not be met if the
196 teacher is recompensed in some other way such as scholarships, grants, etc. Teachers
197 desiring to qualify for more than twelve (12) credits per summer must receive approval
198 from the Superintendent.
- 199 4. All courses must be related to the teacher's professional development plan. Money
200 for reimbursement will be set aside when the Superintendent approves the courses to be
201 taken. The District will provide payment for approved courses when presented with a
202 purchase order from the offering institution with the understanding that the teacher
203 requesting this prepayment option must also execute a salary reduction agreement at the
204 time of the request for graduate course approval and provide written evidence of a
205 passing grade (B or better) within thirty (30) calendar days of the completion of the
206 course either in the form of a transcript or letter on the school's stationery. In no case
207 can this be later than June 10 so that accounts can be closed for the fiscal year. If the
208 teacher withdraws from the class, he/she must give written notice to the District within
209 fifteen (15) calendar days. The teacher will be responsible for any money not
210 recovered from the offering institution because of withdrawal. Failure to comply with
211 these requirements will result in the implementation of the salary reduction agreement.
212 Teachers who are pursuing an advanced degree must take at least one (1) course every

213 semester until the degree is reached. If a semester is going to be missed, the teacher
214 must inform the Superintendent in writing at least forty-five (45) calendar days before
215 the beginning of the semester so that monies may be reallocated. If a teacher misses
216 more than one (1) semester, he/she will need to reapply for inclusion in the Graduate
217 program unless granted permission by the Superintendent.

218 5. Other Courses and Workshops: Money for course(s), conference(s), workshop(s)
219 and related expenses including reasonable travel & lodging will be divided equally
220 among teachers who are not participating in the District Approved Graduate program.
221 Any unexpended funds available on June 1 of the contract year become available to any
222 teacher not part of the Approved Graduate Program. Available funds can be applied for
223 five business days prior to June 1 for reimbursement of courses, conferences, and
224 workshops only, exclusive of related expenses. Applications for reimbursement will be
225 considered only when all of the instructions for filing the application have been
226 followed completely.

227 Available funds on June 1st, will first be disbursed to all applicants up to an amount of
228 \$300.00 for each applicant (noted as round 1). After honoring the first group of requests
229 that have a request balance, the remaining funds will be distributed in accordance with
230 samples below.

231 For recipient's who request and receive over \$3,000.00, the teacher will be required to
232 hold a two year commitment to the district in the years following the amount paid
233 (example, a teacher is reimbursed \$5,000 in fiscal year 2016-2017, the commitment of
234 work for the district must be for FY 2017-2018 and FY 2018-2019 or repay 50% of the
235 total amount granted upon leaving the district (example, the same teacher listed above
236 leaves the district during FY 2018-2019 that teacher must repay the district \$2,500).

237 Any reimbursement shall be for courses or workshops related to the teacher's
238 professional development plan and shall be subject to the approval of the Principal and
239 Superintendent.

240 Any remaining amounts after all disbursement have been made will be available for use
241 by the KRSD Professional Development Committee to address the KRSD professional
242 development goals. These funds have to be expended or encumbered in the current
243 fiscal year.

- 244 **SAMPLE 1 – Remaining funds available to reimburse all requests at 100%**
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- All request paid in full and/or up to the \$300 reimbursement
 - Balance remaining enough to cover remaining balances
 - Funds available for the KRSD Professional Development Committee to address the KRSD professional development goals.

Name	Date Received	Amount Requested	Amount Paid Round 1	Remaining Balance	Remaining Balance Minus Round 1 Payment	Running Remaining Balance
				\$ 34,319.00	\$ 33,269.00	
				Round 1 Payment		Round 2 Payment
Teacher 1	5/29/2013	\$ 500.00	\$ 300.00	\$ 34,019.00	\$ 200.00	\$ 33,069.00
Teacher 2	5/29/2013	\$ 1,500.00	\$ 300.00	\$ 33,719.00	\$ 1,200.00	\$ 31,869.00
Teacher 3	5/29/2013	\$ 100.00	\$ 100.00	\$ 33,619.00	\$ -	\$ 31,869.00
Teacher 4	5/29/2013	\$ 700.00	\$ 300.00	\$ 33,319.00	\$ 400.00	\$ 31,469.00
Teacher 5	5/29/2013	\$ 50.00	\$ 50.00	\$ 33,269.00	\$ -	\$ 31,469.00
		\$ 2,850.00	\$ 1,050.00		\$ 1,800.00	

Funds available for use by the KRSD Professional Development Committee

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- 250 **SAMPLE 2 – Not enough funds to cover initial \$300**
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- Not enough remaining to cover the initial \$300 reimbursement
 - We calculate the percentage “short” by
 - adding up all request up to \$300 = initial round 1
 - take the remaining balance of available funds divided by initial round 1 total
 - This gives the percentage to apply to all requests against the initial round 1 total

Name	Date Received	Amount Requested	Amount Paid Round 1	Remaining Balance	Amount Less then Round 1 Requests	Remaining Balance (\$900) divided by Requests (\$1,050) = 85.71429%	Running Remaining Balance
				\$ 900.00		85.71429%	
				Initial Round 1		Round 1 Payment	
Teacher 1	5/29/2013	\$ 500.00	\$ 300.00	\$ 257.14	{= 300.00 x 85.71429%}		\$ 642.86
Teacher 2	5/29/2013	\$ 1,500.00	\$ 300.00	\$ 257.14	{= 300.00 x 85.71429%}		\$ 385.71
Teacher 3	5/29/2013	\$ 100.00	\$ 100.00	\$ 85.71	{= 100.00 x 85.71429%}		\$ 300.00
Teacher 4	5/29/2013	\$ 700.00	\$ 300.00	\$ 257.14	{= 300.00 x 85.71429%}		\$ 42.86
Teacher 5	5/29/2013	\$ 50.00	\$ 50.00	\$ 42.86	{= 50.00 x 85.71429%}		\$ 0.00
		\$ 2,850.00	\$ 1,050.00	\$ 900.00			

Amount Paid equals Remaining Balance

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- 258 **SAMPLE 3-Remaining funds after initial \$300 is not enough to cover balances in full**
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- All request paid in full and/or up to the \$300 reimbursement
 - We calculate the percentage “short” by
 - adding up all remaining balances of initial requests minus round 1 payment = initial round 2
 - take the remaining balance of available funds divided by initial round 2 total
 - This gives the percentage to apply to all requests against the initial round 2 total

Name	Date Received	Amount Requested	Amount Paid Round 1 Up To \$300	Remaining Balance \$ 1,500.00	Remaining Balance after Round 1 Payment	Remaining Request (\$1,800.00) = 25.0000%	Round 2 Payment	
Teacher 1	5/29/2013	\$ 500.00	\$ 300.00	\$ 1,200.00	\$ 200.00	\$ 50.00	{= 200.00 x 25.0000%}	
Teacher 2	5/29/2013	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 1,200.00	\$ 300.00	{= 1,200.00 x 25.0000%}	
Teacher 3	5/29/2013	\$ 100.00	\$ 100.00	\$ 800.00	\$ -	\$ -		
Teacher 4	5/29/2013	\$ 700.00	\$ 300.00	\$ 500.00	\$ 400.00	\$ 100.00	{= 400.00 x 25.0000%}	
Teacher 5	5/29/2013	\$ 50.00	\$ 50.00	\$ 450.00	\$ -	\$ -		
		\$ 2,850.00	\$ 1,050.00		\$ 1,800.00	\$ 450.00		

Remaining Request: \$ 1,800.00
 Amount Paid equals Remaining Balance: \$ 450.00

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271 6. Grandfather Clause: Teachers currently in a District Approved Graduate program as
 272 of the date of the approval of this contract may finish the program in accordance with
 273 the terms previously agreed to and will receive funding priority. Those on the waiting
 274 list as of the adoption of this contract shall follow the procedures outlined in this
 275 Article, Section C4.

276 7. The Superintendent may elect to spend funds for professional development purposes
 277 greater than the 1% referenced above in which case such additional funds are not
 278 subject to the provisions of this Article.

280 **Article VI. GRIEVANCE PROCEDURE**

281 A. A grievance means an alleged violation, misinterpretation, or misapplication of any
 282 provision of this Agreement.

283 B. To be considered under this procedure, a grievance must be initiated in writing and
 284 signed by the teacher or teachers who allege the violation, misinterpretation, or
 285 misapplication within twenty-five (25) school days of its occurrence. If the grievance
 286 is within fifteen (15) school days of the end of the school year, then the teacher or
 287 teachers may file a grievance by September 7 of the following year.

288 C. The School Board, through the Superintendent, may notify the Association of similar

289 grievances. A group grievance must meet the three criteria indicated below:

- 290 1. There must be a common issue
- 291 2. Each of the teachers must be identified by name
- 292 3. There must be mutual agreement by the School Board and the
- 293 Association as to the subject matter of the grievance and the
- 294 appropriateness of the group. The acceptance or rejection of a grievance
- 295 as a group grievance is not subject to grievance.

296 D. The following matters are excluded from the Grievance Procedure:

- 297 1. Any matter for which a specific method of review is prescribed by law,
- 298 or by any rule or regulation of the State Board of Education.
- 299 2. A complaint from a teacher with less than three years experience within
- 300 the district, which is caused by his/her not being re-employed.

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302 E. Procedure

303 1. Any teacher covered by this Agreement who has a grievance shall first discuss it
304 with his/her immediate supervisor in an attempt to resolve the matter mutually at that
305 level. A decision by the immediate supervisor shall be rendered within ten (10) school
306 days. An individual teacher may present an oral grievance to his/her immediate
307 supervisor without the intervention of a counsel or a representative. Until the grievance
308 is reduced to writing, the counsel or representative shall be excluded from a hearing.

309 2. If the teacher is not satisfied with the decision, he/she may appeal the decision to the
310 Principal within ten (10) school days after the receipt of the decision of the immediate
311 supervisor. The appeal shall be in writing, signed by the teacher and must specify:

- 312 a) The nature of the grievance, i.e. the specific provisions of the
- 313 Agreement, which have been violated or misinterpreted or misapplied
- 314 b) The specific injury and loss to the teacher
- 315 c) The remedies sought
- 316 d) The date of the alleged violation, misinterpretation, or misapplication.

317 The Principal shall investigate the matter and communicate the decision in writing to
318 the grievant within ten (10) school days from receipt of the written grievance.

319 3. If the teacher is not satisfied with the Principal's decision, he/she may appeal his/her

320 grievance to the Superintendent in writing within ten (10) school days after the receipt
321 of the Principal's decision. The teacher shall also notify the Association of the
322 grievance at this time. The Superintendent or Assistant Superintendent shall investigate
323 the grievance, hear the grievant if he/she requests it, and render a decision in writing
324 within twenty (20) school days after the receipt of the appeal to the Superintendent
325 level.

326 4. If the teacher is not satisfied with the Superintendent's decision, he/she may appeal
327 his/her grievance to the Board within ten (10) school days after receipt of the
328 Superintendent's decision. The Board shall hold a hearing within twenty (20) school
329 days, at which the grievant shall present his/her grievance, to which the Superintendent
330 shall offer his/her response. The Association and/or District may be represented by an
331 outside party. Should the Association or the District seek representation by an outside
332 party, that entity will notify the other at least five (5) school days before the hearing.
333 The School Board shall make a decision on the issue and so advise the grievant and the
334 Association in writing within twenty (20) school days of that hearing.

335 5. If the decision of the Board does not resolve the grievance and if the teacher
336 through the Association decides to appeal that decision, the matter shall be submitted to
337 Binding Arbitration providing the Association notifies the Superintendent of such a
338 request within twenty (20) school days of the Board's decision.

339 6. Failure to communicate the decision on a grievance within the specified time limits
340 shall permit the grievant to proceed to the next step. Failure in any step of this
341 procedure to appeal a grievance to the next step within the specified time limits shall be
342 deemed a waiver of future appeal of decision and will be considered acceptance of the
343 decision rendered.

344 7. No reprisals of any kind will be taken by the District or teachers against any party in
345 interest.

346 F. Arbitration

347 The following procedure shall be used to secure the services of an arbitrator:

348 1. The parties will attempt to agree upon a mutually satisfactory third
349 party to serve as arbitrator. If no agreement is reached within ten
350 (10) school days following the date the request for arbitration was

- 351 received by the Board, the American Arbitration Association will be
352 notified by either or both parties and requested to submit a roster of
353 persons qualified to function as an arbitrator.
- 354 2. The arbitration shall be administered consistent with current Labor
355 Arbitration Rules of the American Arbitration Association.
- 356 3. If the parties are unable to determine a mutually satisfactory
357 arbitrator within ten (10) school days of receipt, the American
358 Arbitration Association may be requested by either party to
359 designate an arbitrator.
- 360 4. The arbitrator shall limit him/herself to the issues submitted to
361 him/her and shall consider nothing else. He/She shall be bound by
362 and must comply with all of the terms of this agreement. He/She
363 shall have no power to add to, delete from, or modify in any way any
364 of the provisions of this Agreement. The arbitrator may apply no
365 penalty payments.
- 366 5. The Board, the aggrieved, and the Association shall receive copies of
367 the arbitrator's report. This shall be accomplished within thirty (30)
368 school days of the completion of the arbitrator's hearing.
- 369 6. The costs for the services of the arbitrator including per diem
370 expenses, if any, and actual and necessary travel, subsistence
371 expenses and the cost of the hearing room shall be borne equally by
372 the Board and the Association. Any other expenses shall be paid by
373 the party incurring it.

374

375 **Article VII. REDUCTION IN FORCE POLICY**

- 376 A. In the event it becomes necessary in the Board's opinion to reduce the number of
377 teachers due to reasons of economy, program elimination or reduction, declining
378 enrollment in a given grade level, given subject area, or because of the consolidation or
379 elimination of positions or programs, the basis for the decision to terminate a teacher or
380 teachers shall be in accordance with the following:

- 381 1. Reductions will first be accomplished by attrition, such as resignations, retirements

382 or probationary status. Teachers who have yet to obtain continuing contract status
 383 under RSA 189:14-a and any experienced educator who has been placed on a Formal
 384 Assistance Plan (FAP) as outlined in the Supervision and Professional Development
 385 Model who has not shown acceptable progress in six (6) months on the plan will be
 386 included in this pool of probationary teachers and considered for the reduction in force.

387 2. If more reductions are necessary, KRSD teachers who were moved (in the best
 388 interest of KRSD) into a different position that is currently being eliminated will be
 389 offered the opportunity to return to their previous position (or a similar position within
 390 their certification area) as long as they would not otherwise be terminated according to
 391 the criteria defined below.

392 3. All teachers will be classified according to their present assignment and shall be
 393 reduced by the following classifications of grade levels and subject areas.

Grade Level	Subject Area
Grade 6 - 12	Language arts, social studies, math, science, reading, foreign language or other primary assignments
Pre-K - 12	Music, art, special education, library, physical education, health, family and consumer science, information technology, guidance, nurse, speech/language pathologist, school psychologist/psychiatrist, social worker, school-to-work coordinator, occupational therapist, reading specialist, math coach or other primary assignments, including classroom teachers

394

395 4. In making staff reduction decisions among certified staff, from the classifications
 396 above, the Superintendent, in his or her sound discretion, will consider the criteria listed
 397 below, in no particular order:

398 a) Qualifications to teach particular subjects or grades as determined by New
 399 Hampshire Certification Standards.

400 b) Seniority, which is defined as the total number of years continuously
 401 employed in this bargaining unit.

402 c) Academic and professional preparation beyond minimum standards.

403 d) Previous years' professional performance evaluation, excluding the current

- 404 year.
- 405 The Superintendent will provide to each teacher a synopsis of how his/her decision was
- 406 reached which provides information about each ranking listed.
- 407 B. A listing including all teachers, their certifications, years of continuous service from the
- 408 date of last hire (the Date of Hire) with the District, and the Date of Hire will be posted
- 409 in each school by November 1 by the Office of the Superintendent unless otherwise
- 410 mutually agreed to by the Superintendent and Association President.
- 411 C. As soon as reduction in force is seriously contemplated, the Superintendent of Schools
- 412 shall notify the President of the Association and the teachers in the specific
- 413 classifications within which it is contemplated a position will be eliminated. Teachers
- 414 who will be non-renewed as a result of a RIF will be notified in writing no later than
- 415 April 15. The affected teacher(s), along with a KREA representative, may provide the
- 416 Superintendent with information pertaining to the criteria listed in Article VII A4.
- 417 D. Teachers who are RIFed will be placed on a recall list for two (2) years. In order to
- 418 exercise this right, the teacher must indicate in writing within ninety (90) calendar days
- 419 of the notice of RIF, that he/she wishes to be placed on the recall list. Any teacher
- 420 RIFed and indicating a desire for recall will be notified of any teaching vacancy which
- 421 is of a full-time nature and lasting for one (1) year or more. If the RIFed teacher is
- 422 interested in the opportunity, he/she must respond within fourteen (14) calendar days
- 423 from the date the notice of vacancy is sent to him/her. Failure to respond within
- 424 fourteen (14) calendar days from the date of the notice of vacancy is sent will result in
- 425 removal from the recall list.
- 426 E. A teacher indicating an interest in an opportunity will automatically be considered a
- 427 finalist (one of not more than two to three candidates considered by the Superintendent
- 428 for employment) for any position for which he/she is competent and fully qualified.
- 429

430 **Article VIII. MANAGEMENT RIGHTS**

- 431 A. The parties agree that all the rights and responsibilities of the Board which have not
- 432 been specifically provided for in this agreement are retained at the sole discretion of the
- 433 Board or its designee(s), whose right to determine and structure the goals, purposes,
- 434 functions, and policies of the District without being subject to the grievance and

435 arbitration procedures of this agreement shall include, but not be limited to, the
436 following:

- 437 1. The right to direct teachers, to determine qualifications, promotional criteria,
438 hiring criteria, standards for work and to hire, promote, transfer, assign,
439 retain teachers in positions; to suspend, demote, discharge or take other
440 disciplinary actions against a teacher for proper and just cause, subject to the
441 other provisions of this agreement, including grievance and arbitration;
 - 442 2. The right to relieve a teacher from duty because of lack of work or other
443 legitimate reasons;
 - 444 3. The right to take such action as in its judgment it deems necessary to
445 maintain the efficiency of District operations;
 - 446 4. The right to determine the means, methods, budgetary and financial
447 procedures, and personnel by which the operations are to be conducted;
 - 448 5. The right to take such actions as may be necessary to carry out the missions
449 of the District in case of emergencies;
 - 450 6. The right to make rules, regulations and policies not inconsistent with the
451 provisions of this agreement and to require compliance therewith; and
 - 452 7. The right to subcontract.
- 453 B. Nothing in this Agreement shall be construed to limit the right of the Superintendent or
454 other supervisory personnel to direct the teachers, as their judgment requires in any and
455 all emergency situations as he/she deems to be appropriate.
- 456 C. It shall be the right of the Association to present and process grievances of its members
457 whose wages, hours or working conditions are changed in violation of this Agreement
458 as specified in Article VI whenever such grievances exist.

459

460 **Article IX. TEACHER RIGHTS**

- 461 A. The Board agrees that every teacher shall have the right to freely organize and support
462 the Association for the purpose of engaging in collective bargaining or negotiation.
463 The Board will not discriminate against any teacher with respect to hours, wages, or
464 any terms or conditions of employment on the basis of race, creed, color, religion,
465 national origin, gender, sexual orientation, marital status, handicap or age or by reason

466 of his/her membership in the Association or collective negotiations with the Board; or
467 his/her institution of any grievance, complaint or proceeding under this agreement or
468 otherwise brought in good faith with respect to any terms or conditions of employment.

469 B. The teacher or his/her designee (see Appendix D) shall have the right to review the
470 contents of his/her personnel records. Other examinations of a teacher's file(s) shall be
471 limited to the School Board, the Superintendent, the supervising Principal, and such
472 attorney for the Board or other designated, qualified person with a need to know for
473 legitimate Board purposes or supervisory reasons. No material related to a teacher's
474 job performance or behavior, including complaints originating after initial employment,
475 will be placed in his/her personnel file unless the teacher has had an opportunity to
476 review the material. The teacher may submit a written notation regarding any material,
477 and the same shall be attached to the file copy of the material to be placed in his/her
478 file. If the teacher believes the material is inappropriate or in error, he/she may request
479 that the material be corrected or expunged from the file, whichever is appropriate.
480 When a teacher is requested to sign material placed in the file, the signature indicates
481 that he/she has read the material, and the signature shall not be interpreted to mean
482 agreement with the content of the material. Any person reviewing a teacher's file
483 (including that teacher) shall sign and date a sheet attached to the file for this purpose.
484 This review shall take place during an agreed upon time; requests to examine the file
485 need to be made to the Superintendent or his/her designee at least twenty-four (24)
486 hours prior and shall not be unreasonably withheld. The review may be sooner if
487 mutually agreed upon.

488 C. It is the District's intent to hire a substitute whenever a teacher is absent. If a substitute
489 is not available, the building administrator will make every effort to arrange for
490 coverage.

491

492 **Article X. OTHER RIGHTS**

493 A. Association Rights

494 The Association shall have the right upon prior notice to the building principal to use a
495 school building at reasonable times for meetings. The Association and its designated
496 representatives, who shall be specified in writing to the appropriate Principal, shall

497 have the right to use school equipment at reasonable times, when such equipment is not
498 otherwise in use upon terms for reimbursement to be mutually determined by the
499 Association and the Superintendent.

500 B. School Board Rights

501 If a teacher signs a contract for the following school year, he/she will, notwithstanding
502 that fact, be released from that contract if such release is requested by that teacher prior
503 to the last regular school day of the current fiscal year. After that date, the signed
504 contract for the ensuing year will be honored. If, after that date, a teacher desires
505 release from his/her contract, the Board reserves the right to withhold that release until
506 such time as a suitable replacement has been obtained. Teachers resigning after the last
507 regular day of school will be responsible for repayment of any staff development
508 payments made by the District for courses or other benefits provided under Article V B,
509 which courses or other benefits are in effect or become available after the last regular
510 day of the school year, and for all costs incurred by the School District to obtain a
511 replacement, not to exceed \$1,500. This includes but is not limited to: advertising,
512 differential in salary, administrative time, etc. In the event the reason for the failure to
513 give notice prior to the last regular school day of that fiscal year is beyond the control
514 of that teacher, then such repayment shall be limited to \$250.

515

516 **Article XI. COMPENSATION**

517 A. Salary Performance Compensation

518 1. Teachers will be paid in accordance with the salary schedules in Appendix A.
519 Subject to Article XIII (D), teachers in their second and subsequent years of
520 employment in this bargaining unit will advance one step or move to an off-step
521 positions on the salary schedule.

522 B. Salary

523 1. Non-continuing contract teachers will receive automatic steps each year, regardless
524 of performance rating.
525 2. Teachers' performance rating will be based on Domains 1-4.
526 3. Continuing contract teachers whose receive an effective or exemplary rating (top two
527 rating categories) will receive a step increase if not yet on the top step.

- 528 4. Continuing contract teachers who overall rating on the summative evaluation is basic
529 or developing (bottom two rating categories) will not receive a step increase.
530 5. All compensation shall be prorated for teachers who work less than 1.0 full-time
531 equivalent.
532 6. Salaries shall be paid in equal bi-weekly installments. Group goal attainment
533 compensation shall be paid in a lump sum in June.
534 7. The steps outlined in 1-6 do not supercede the provisions in RSA 189:14-a regarding
535 non-renewals.

536 C. Merit

- 537 1. Any teacher who receives a rating of ineffective or basic (bottom two rating
538 categories) will not be eligible to receive the school-wide merit compensation.
539 2. Teachers who receive a rating of effective or exemplary (top two rating categories)
540 will receive a merit compensation check based on Domain 5 school data. Teachers
541 in schools that receive an effective rating (3rd of highest 4) will receive \$500, an
542 exemplary rating (highest of 4) will be \$800.
543 3. If Domain 5 is earned, it will be paid in a lump sum in June, will be taxed as regular
544 income, and will not be cumulative to the next year.

545 D. Salary Schedule

- 546 1. The basic salaries of teachers covered by this agreement are set forth in Appendix A
547 which are attached to and incorporated in this agreement. The Board will make every
548 effort to hire teachers into the District on the salary schedule established under this
549 Article X A1 based upon the degree status, years of experience in teaching, and other
550 relevant criteria, except for special circumstances. These schedules shall remain in
551 effect during the term of this agreement. In the event the Board determines it is
552 necessary to hire off schedule, including the hiring of any certified teacher who does
553 not have a Bachelor's degree, the Superintendent will notify the President of the
554 Kearsarge Regional Education Association, in writing, of that fact.
555 2. Teachers shall be paid bi-weekly. Each teacher shall have the option of salary
556 payments pro-rated on the basis of twenty-two (22) or twenty-six (26) pay periods.
557 Teachers electing pay periods shall have the choice of receiving the balance of salary in
558 a lump sum on the last day of school in June.

- 559 E. Graduate Credit Beyond the Master’s Degree
- 560 1. Additional pay allowance of \$25 per credit hour for those credits earned after the
- 561 attainment of a Master’s Degree will be paid to a maximum of thirty (30) credits. The
- 562 graduate credit must be in accordance with the teacher’s Professional Development
- 563 Plan, except by special arrangements with the Superintendent of Schools.
- 564 2. It is the teacher’s responsibility to notify the Superintendent by October 15 of any
- 565 anticipated change in graduate credit beyond the Master’s Degree for the next year.
- 566 3. Teachers who are in an approved Graduate degree program beyond the Master’s
- 567 Degree are not eligible for the additional pay allowance (per Article XI C1).
- 568 F. Any person changing a track who is at the top of the previous track will be given his/her
- 569 credited years to a maximum of three (3) additional steps.
- 570 G. Additional Days
- 571 Any teacher asked and agreeing or required under the Supervision and Professional
- 572 Development Model to work for the District within his/her certification beyond his/her
- 573 contract will be paid at an hourly rate of the teacher’s annual salary divided by a factor
- 574 of 1,400, up to a maximum of the annual salary at the Master’s track Step 7 divided by
- 575 1,400.
- 576 H. Incentive Teams
- 577 1. The fundamental elements of the Incentive Plan are outlined in Appendix E.
- 578 Appendix E. may be amended by the District Professional Development Committee.
- 579 2. The Incentive Plan provides for a \$2,000/year payment per participant for the
- 580 successful participation on an Incentive Team. Incentive Team participation is
- 581 voluntary. Team Incentive pay is different from and in addition to other compensation
- 582 awards. Teachers on a Formal Assistance Plan will not be eligible to participate on an
- 583 Incentive Team. Those in their first year of employment in the District will not be
- 584 eligible to participate on an Incentive Team.
- 585 3. A pool of funds of \$12,000 is designated to for the Incentive Team Program.
- 586 I. Insurance Clause:
- 587 In accordance with terms and conditions as set forth by the insurance providers, the
- 588 following insurance benefits will be afforded:

589 1. Health Insurance

- 590 a) The District will provide a payment of 95% of the cost of the Yellow Plan
591 (formally known as the School Care “Yellow” CDHP, Consumer Driven
592 Health Plan).
- 593 b) The District reserves the right to offer additional health plan choices as
594 long as the current plan remains in effect.
- 595 c) Married couples both employed by the District will contributed 0%
596 toward the cost of either two-person or family plan. Both spouses must
597 notify the SAU in writing for this election.
- 598 d) Any change to the existing plans in effect on July 1, 2016, must be
599 mutually agreed upon.

600 Teachers who show proof of otherwise being covered by a health insurance plan will
601 receive additional compensation of \$1,400 for opting out of the coverage offered by the
602 District. The School District shall offer this additional compensation option each year
603 of the contract, providing at least forty-six (46) employees participate in the benefit
604 annually. The opt-out payments will be pro-rated and paid with each ordinary
605 paycheck. No more than once every sixty (60) days the District may request of any
606 teacher that has opted out to show proof of continuing coverage in the comparable plan.
607 Any employee who wishes to exercise his/her option must notify the business office in
608 writing thirty (30) days prior to issuance of his/her first paycheck of the school year.
609 This opt-out option is to be offered during the term of this contract and shall sunset on
610 the expiration date of this agreement if employee participation has not resulted in
611 anticipated savings to the District. The District reserves the right to open contract
612 negotiations if Federal or State of New Hampshire health care laws change during the
613 term of this contract.

614 2. Dental Insurance

615 The District shall pay 100% of the Premium towards a Core Flex Plan for
616 each teacher and his/her eligible dependents, in accordance with the district
617 plan with a \$50 deductible option and shall make available a Dental High
618 Flex Plan with the employee paying additional premium costs. In lieu of the
619 above, the District may provide equivalent or greater coverage from another

620 carrier. Should the district be notified of a change in the plan, the District
621 will notify the Association.

622 3. Death Benefit

623 The District will provide group term life insurance through such company or
624 plan as it deems appropriate in the face amount of \$50,000 not to exceed the
625 limit of non-taxable benefit by the I.R.S., payable to the beneficiary
626 designated by the covered teacher. Eligibility will be in accordance with
627 plan documents.

628 4. Long-Term Disability Insurance

629 The District shall provide long-term disability insurance for eligible
630 employees. Ninety (90) days after being disabled, the teacher can apply to
631 receive sixty-six and two-thirds percent ($66 \frac{2}{3} \%$) of their current salary for
632 the length of the approved disability. Teachers collecting disability
633 insurance may not receive sick day compensation. Eligibility will be in
634 accordance with plan documents.

635 J. Flexible Spending Account

636 Teachers may enroll in the Flexible Spending Account during open enrollment. The
637 plan will allow for a \$500 roll-over to the next FSA plan year.

638 K. Mileage Reimbursement

639 Approved mileage will be reimbursed per IRS mileage rate as of September 1 of the
640 preceding school year.

641 L. Early Retirement

642 1. Only full time teachers who have a date of hire prior to December 31, 1992 and who
643 have not had a break in service since December 31, 1992 may submit a written request
644 for early retirement to the Board. This request for early retirement shall be dated and
645 signed by the teacher and submitted by June 30 of the year preceding the year in which
646 the retirement shall commence. The Board shall notify all applicants within ninety (90)
647 days of the deadline.

648 2. All teachers who have taught in the District less than 1.0 FTE up until June 30, 2007
649 will receive credit for those years as Full-Time Equivalent (FTE) years for the purpose
650 of years of service only. This adjustment is for years of service only and not for

651 calculation of benefits. Beginning July 1, 2007 all teachers who work less than 1.0
652 FTE will receive credit for years teaching based upon their contractual proportion of
653 full time and are not considered full time.

654 3. Any full time teacher who applies for early retirement and does not receive early
655 retirement will be placed in chronological order by date of hire in subsequent years.

656 4. For any full time teacher who has been less than full time in the previous five (5)
657 years who qualified for and is granted early retirement, the retirement benefit will be
658 figured as follows: teachers will be paid 30% of the average of the last five (5) year's
659 annual salary multiplied by the FTE average of the last five (5) years annually for a five
660 (5) year period, or until age 65, whichever is shorter.

661 5. For any full time teacher who is granted early retirement and who has taught 1.0
662 FTE for five (5) continuous years prior to applying the salary benefit will be: teachers
663 will be paid 30% of the last year's salary annually for a five (5) year period, or until age
664 65, whichever is shorter.

665 6. Medical coverage will be provided up to a two person Yellow plan, which will be
666 available to the retired teacher from the plan offered by the District. Each teacher is
667 obligated to pay the same co-payment amount as required of active full time teachers. If
668 a teacher has worked less than full time within the last five (5) years the insurance
669 benefit will be paid as follows: the average FTE over the past five (5) years times the
670 District contribution.

671 7. Teachers who receive early retirement may work in the District less than full time or
672 as a temporary employee. The employment will be consistent with the District's policy
673 on contracted services.

674 8. If there are applicants, at least four (4) requests for early retirement per year shall be
675 approved by the School Board. Applicant(s) with the greatest number of FTE years of
676 continuous service shall be given first consideration.

677 9. Any full time teacher who has a date of hire prior to December 31, 1992 will be
678 given the option of early retirement or a \$2,500 annual deposit into a tax-sheltered
679 annuity in accordance with the District plan. Teachers electing the \$2,500 annual
680 deposit option are no longer eligible for any other early retirement benefits as described
681 in this section.

682 M. 1. Once eligible for the benefit, the teacher must make an initial notification to the
683 District in writing by April 15th requesting participation, including the name of the tax
684 sheltered annuity vendor and the account number. Once initial notification has been
685 verified, all subsequent eligible deposits will be automatically applied. It is the
686 teacher's responsibility to notify the District if they choose to change their TSA. Initial
687 deposits will be made within 90 days of verification and all subsequent deposits will be
688 made in June of each fiscal year.

689 2. The District will provide no less than 5 tax sheltered annuity plans (403b), chosen
690 after consultation with KREA. The District may use a retirement plan administrator to
691 manage these vendors. Teachers will have the choice as to which vendor they choose to
692 establish an account with. The plans are subject to relevant IRS regulations.

693 N. Longevity

694 1. Teachers will receive longevity payment for continuous years of service within the
695 District (including the pre-existing Warner and New London Districts) as an
696 acknowledgement of proficiency in their profession.

697 2. Teachers who have had a step increase or step increases withheld will not receive
698 credit for longevity payment for the year or years in which the step increases were
699 withheld. Any teacher who has had more than two step increases withheld will not be
700 eligible for longevity pay.

701 3. Child-rearing, sabbatical leaves, the Family and Medical Leave Act, and long-term
702 disability absences of up to one (1) year, or longer at the discretion of the Board, will
703 not be considered as a break in continuous service.

704 4. Notwithstanding the following, the longevity will be frozen at the 1994-95 levels
705 for all teachers. Teachers who did not receive a longevity payment in 1994-95 will not
706 receive a payment under this Agreement, nor will any longevity payment be increased
707 under this section from the 1994-95 amounts.

708 5. Longevity will be paid according to the following formula:

709	10th to 14th contract	-	\$ 300 per contract year
710	15th to 19th contract	-	\$ 500 per contract year
711	20th to 24th contract	-	\$ 750 per contract year
712	25th and beyond	-	\$1,000 per contract year

- 713 6. Full time teachers hired after January 1, 1993 are eligible to receive the following:
714 a) A full time teacher with fifteen (15) years of continuous service is eligible to
715 receive \$1,000 deposited annually in a tax-sheltered annuity in accordance with
716 the District Plan.
717 b) A full time teacher with twenty (20) years of continuous service is eligible to
718 receive \$2,000 deposited annually in a tax-sheltered annuity in accordance with
719 the District Plan.

720 Once eligible for the benefit, the teacher must make an initial notification to the District
721 in writing by April 15th requesting participation, including the name of the tax
722 sheltered annuity vendor and the account number. Once initial notification has been
723 verified, all subsequent eligible deposits will be automatically applied. It is the
724 teacher's responsibility to notify the District if they choose to change their TSA. Initial
725 deposits will be made within 90 days of verification and all subsequent deposits
726 will be made in June of each fiscal year.

727 O. Co-curricular Activities

- 728 1. Advisors/coaches of co curricular activities shall receive a fixed stipend determined
729 by the negotiated formula as outlined in Appendix C, which is attached to and
730 incorporated in this agreement. The dollar amount will remain fixed for the term of this
731 agreement. The listing of an activity does not constitute a commitment that the position
732 will be filled. If additional positions are added, the rate of pay will be determined by
733 the negotiated formula. This formula and schedule will remain in effect during the term
734 of this agreement.
735 2. To add a position to this schedule, after two (2) years of an organized group being
736 active, the Superintendent, through the building principal, shall be notified by the group's
737 leader that a request is going to be made. The request will be presented in writing to the
738 School Board and Superintendent. The request shall include the necessary information
739 from the bottom on Appendix C. The School Board shall respond in writing with its
740 decision by the second meeting after the presentation. If the School Board denies the
741 request, the Board will include its reasons. Requests for additions to a subsequent budget
742 must be made by October 1 of the year preceding the inclusion in the budget.

743 P. Notwithstanding any other provision in this Agreement, the amount otherwise payable

744 to a teacher shall be reduced by such amount as is necessary to prevent the District
745 from being assessed by the New Hampshire Retirement System under RSA 100-A:16,
746 III-a.

747 Q. Whenever a bargaining unit member is absent from work as a result of an injury arising
748 out of, or during the course of, employment for the KRSB that is compensable under
749 the workers compensation statute and the member receives indemnity benefits in
750 accordance therewith, the District shall reduce the employee's gross wages by the
751 amount received as workers compensation benefits. The absences shall be recorded as
752 "other" paid leave and shall not be deducted from the employee's sick leave. In the
753 event sick leave is deducted during the pendency of a worker's compensation claim,
754 such leave will be returned to the employee in the event the claim is approved.

755

756 **Article XII. APPROPRIATIONS**

757 A. Any agreement reached which requires the expenditure of public funds for its
758 implementation shall not be binding upon the School Board unless and until the
759 necessary appropriations have been made by the voters of the District.

760

761 **Article XIII. TEACHER EVALUATION**

762 A. The purpose of evaluation shall be the assessment and improvement of teacher
763 performance in order to maintain a high quality of education. Both parties agree that
764 teachers' relationships within the school with other teachers, students, the public and
765 school personnel are important.

766 B. The building principal or his or her designee will work with each new teacher to help
767 him/her orient him/herself to the District. The building principal or his or her designee
768 will work with all teachers individually to improve instruction throughout the District.
769 All evaluations will be based on normal evaluation techniques and daily activities.
770 Teachers will cooperate fully in this effort. All evaluations will be conducted by an
771 individual who holds an administrative certification or is in process of getting
772 administrative certification, and has completed the appropriate evaluation and
773 supervision course work. Teachers will be evaluated using the Supervision /Evaluation
774 Model. The Supervision /Evaluation Model does not contradict the terms of the collective

- 775 bargaining agreement and does not change the terms and conditions of employment. Any
776 changes to the Supervision /Evaluation Model must be mutually agreed upon.
- 777 C. Each teacher with fewer than three (3) years' experience in the Kearsarge Regional
778 School District will be evaluated at least two (2) times each year. Thereafter, formal or
779 informal evaluations will be made at least once each year.
- 780 D. The School Board reserves the right to withhold a teacher's pay increase and/or put a
781 teacher on a Formal Assistance Plan if performance deficiencies exist and are
782 communicated to the teacher. The teacher will first be given written notification by
783 his/her direct supervisor, either department head or principal, which will include
784 examples or illustrations of deficiencies, expected corrections, and a reasonable time
785 period in which to make the corrections. If the deficiencies still exist at the end of this
786 time period, then written notice will be given to the teacher by his/her principal that the
787 teacher may have a pay increase withheld and/or be placed on a Formal Assistance Plan.
788 All information forming the basis for withholding a pay increase or being placed on a
789 Formal Assistance Plan will be made available to that teacher.
- 790 E. A teacher who disagrees with an evaluation that results in the withholding of a pay
791 increase or being placed on a Formal Assistance Plan as a result of that evaluation, may
792 submit a written answer to be attached to the file copy of the evaluation. Evaluations may
793 only be grieved under Article VI of this agreement based on alleged procedural violation.
- 794 F. Because of an unfavorable evaluation, if the contract of a continuing teacher is in
795 jeopardy, or there is a possibility of having a pay increase withheld, the teacher will be
796 notified in writing not later than February 1. If the contract of a continuing teacher is not
797 to be renewed, or an increase is to be withheld in whole or in part, the teacher will be
798 notified in writing on or before April 15.

799

800 **Article XIV. JUST CAUSE**

- 801 A. A continuing teacher shall not be warned, disciplined, discharged, or non-renewed
802 without just cause.
- 803 B. Notwithstanding Section A of this Article, any teacher who is determined through the
804 exercise of reasonable care by the administration to constitute a potential danger or
805 threat to the health, safety, or welfare of any student or staff member or is determined

806 to contribute to situations where the District or its teachers would be exposed to legal
807 liability from the teacher's conduct may be relieved of his/her job duties and
808 responsibilities with pay. Except in cases of emergency this would include the initiation
809 of an investigation.

810 C. Any teacher relieved of duties and responsibilities under Section B of this Article is
811 entitled to appeal directly to the School Board in accordance with the grievance
812 procedure provided for in this Agreement. The standard used by the School Board in
813 evaluating the decision of the Administration in the situation is whether or not there are
814 facts and evidence, which should allow a reasonable person under the same
815 circumstances to make the decision that is being reviewed.

816 D. A teacher returned to work after a suspension under this section, and upon finding no
817 wrong doing, shall have all pertinent District files expunged of any material adverse to
818 the teacher's interests and shall not be used in evaluations.

819

820 **Article XV. VACANCIES, TRANSFERS, AND REASSIGNMENTS**

821 A. Notice of teacher vacancies within the District will be posted on KRSD staff email for
822 seven (7) calendar days. Such notices shall contain date of posting and the date until
823 which applications and requests for transfers will be accepted.

824 B. Teachers who desire a change in grade and/or subject assignment or who desire to
825 transfer to another building within the District may file a written statement both
826 electronically and hard copy of such desire with the Superintendent and
827 receiving/leaving building principals no later than the third Friday in March. Such
828 statement shall include the grade and/or subject to which teacher desires to be assigned
829 and the school or schools to which the transfer is desired, in order of preference, and
830 will expire at the beginning of the following school year.

831 C. Under extreme circumstances during the school year, and when the needs of students
832 are in jeopardy due to late resignations, the length of an internal posting can be waived
833 if mutually agreed upon between the Superintendent and the KREA President.

834 D. From July 1 through September 1, notice of teacher vacancies within the District shall
835 be posted on the official KRSD staff email for 2 consecutive business days (including
836 Friday, Monday).

837 **Article XVI. SCHOOL DAY**

838 A. The school day shall be seven and three quarters (7 3/4) hours in duration. Teachers are
839 required to be on site during the school day, unless otherwise authorized by
840 Administration. All teachers shall be provided with a daily duty-free preparation time
841 of one (1) period (a minimum of 40 minutes), and a duty free lunch. If the school day is
842 modified, the preparation time will be adjusted.

843 B. Teachers shall participate in District professional activities consisting of up to four (4)
844 KRSD sponsored sessions per year. These activities will: 1) not exceed two (2) hours
845 in length, 2) end by 5:30pm, and 3) not be scheduled on a Friday, Saturday, Sunday or
846 day before a school holiday. These professional activity dates (including make-up
847 dates) will be scheduled on the approved school calendar by April 1 of the preceding
848 school year. Teachers who are designated for attendance will not participate in other
849 school activities until after the professional activity has been adjourned. If a
850 professional development session is cancelled due to unforeseen circumstances, the
851 Association and Administration will mutually agree to a rescheduled day.

852 C. Choice Time

- 853 1. Teachers shall engage in eight (8) hours of PD “Choice Time” annually, during
854 non-contracted times (i.e., evenings, weekend, vacations, summer).
- 855 2. “Choice Time” must be pre-approved by the teacher’s building administrator.
- 856 3. “Choice Time” must be an accepted PD activity related to an individual, school,
857 or district goal(s).
- 858 4. “Choice Time” will be logged and submitted via form on MLP.

859 D. Staff meetings are held on the first and third Wednesdays of each month during the
860 school year. All teachers are required to attend. There will be no school, Association or
861 District activities scheduled during staff meeting times, except at the discretion of the
862 Superintendent or designee.

863 E. Association meetings are held on the second Wednesday of each month during the
864 school year. There will be no school or District activities scheduled during Association
865 meeting times, except at the discretion of the Association President or designee. The
866 Association President will notify the Superintendent of any exceptions.

867

868 **Article XVII. ALCOHOL AND DRUG-FREE WORKPLACE**

869 The Association and District recognize and support the value of a drug and alcohol free
870 work environment.

871

872 **Article XVIII. CONTRACT YEAR**

873 The contract year is one hundred eighty-eight (188) days: one hundred eighty (180) days
874 of instruction, eight (8) other days of non-instructional activity such as curricular
875 development, advising of students, parental conferences, preparation for the school year,
876 school closure activities, etc.

877 **Article XIX. SAVING CLAUSE**

878 If any article or part of the Agreement is held to be invalid by operation law or by tribunal
879 of competent jurisdiction, or if compliance with or enforcement of any article or part
880 should be restrained by such tribunal, the remainder of the Agreement shall not be affected.

881

882 **Article XX. DURATION**

883 This Agreement will be effective as of July 1, 2016 and remain in full force and effect until
884 June 30, 2019.

885

886 **Article XXI. INTENT**

887 A. This Agreement constitutes the entire Agreement between the parties. During the term
888 of this Agreement, neither party will be obligated to bargain with respect to any subject
889 or matter covered or referred to in this Agreement or with respect to any subject or
890 matter not specifically covered by it. In reaching this Agreement, the parties have
891 considered all matters lawfully subject to collective bargaining. The Board further
892 agrees not to negotiate with any individual, teacher’s group or organization other than
893 the KREA in regard to any matter covered by this Agreement.

894 B. This Agreement may not be modified in whole or in part, by deletion or addition to,
895 except by an instrument in writing duly executed by both parties.

896 C. This Agreement may be reopened upon mutual consent of the Kearsarge Regional
897 Education Association and the Kearsarge Regional School Board

Appendix A

FY 2016/2017 - Schedule				
Step	BA	BA +15	MA	CAGS, DOC
1	\$ 38,519	\$ 39,945	\$ 43,333	\$ 44,760
2	\$ 40,445	\$ 41,869	\$ 45,261	\$ 46,686
3	\$ 42,370	\$ 43,797	\$ 47,186	\$ 48,610
4	\$ 44,297	\$ 45,722	\$ 49,112	\$ 50,536
5	\$ 46,224	\$ 47,647	\$ 51,037	\$ 52,461
6	\$ 48,149	\$ 49,574	\$ 52,963	\$ 54,389
7	\$ 50,074	\$ 51,500	\$ 54,889	\$ 56,315
8	\$ 52,001	\$ 53,426	\$ 56,815	\$ 58,240
9	\$ 53,925	\$ 55,352	\$ 58,741	\$ 60,165
10		\$ 57,277	\$ 60,667	\$ 62,092
11		\$ 59,203	\$ 62,594	\$ 64,018
12		\$ 61,128	\$ 64,519	\$ 65,945
13			\$ 66,444	\$ 67,869
14			\$ 68,370	\$ 69,795
15			\$ 70,296	\$ 71,720
16			\$ 72,221	\$ 73,647
Off Step	\$ 56,111	\$ 63,439	\$ 74,727	\$ 76,178

FY 2017/2018 - Schedule				
Step	BA	BA +15	MA	CAGS, DOC
2	\$ 38,905	\$ 40,345	\$ 43,767	\$ 45,208
2	\$ 40,850	\$ 42,288	\$ 45,714	\$ 47,153
3	\$ 42,794	\$ 44,235	\$ 47,658	\$ 49,097
4	\$ 44,740	\$ 46,180	\$ 49,604	\$ 51,042
5	\$ 46,687	\$ 48,124	\$ 51,548	\$ 52,986
6	\$ 48,631	\$ 50,070	\$ 53,493	\$ 54,933
7	\$ 50,575	\$ 52,015	\$ 55,438	\$ 56,879
8	\$ 52,522	\$ 53,961	\$ 57,384	\$ 58,823
9	\$ 54,465	\$ 55,906	\$ 59,329	\$ 60,767
10		\$ 57,850	\$ 61,274	\$ 62,713
11		\$ 59,796	\$ 63,220	\$ 64,659
12		\$ 61,740	\$ 65,165	\$ 66,605
13			\$ 67,109	\$ 68,548
14			\$ 69,054	\$ 70,493
15			\$ 70,999	\$ 72,438
16			\$ 72,944	\$ 74,384
Off Step	\$ 56,813	\$ 64,232	\$ 75,662	\$ 77,131

FY 2018/2019 - Schedule				
Step	BA	BA +15	MA	CAGS, DOC
1	\$ 39,411	\$ 40,870	\$ 44,336	\$ 45,796
2	\$ 41,382	\$ 42,838	\$ 46,309	\$ 47,766
3	\$ 43,351	\$ 44,811	\$ 48,278	\$ 49,736
4	\$ 45,322	\$ 46,781	\$ 50,249	\$ 51,706
5	\$ 47,294	\$ 48,750	\$ 52,219	\$ 53,675
6	\$ 49,264	\$ 50,721	\$ 54,189	\$ 55,648
7	\$ 51,233	\$ 52,692	\$ 56,159	\$ 57,619
8	\$ 53,205	\$ 54,663	\$ 58,130	\$ 59,588
9	\$ 55,174	\$ 56,633	\$ 60,101	\$ 61,557
10		\$ 58,603	\$ 62,071	\$ 63,529
11		\$ 60,574	\$ 64,042	\$ 65,500
12		\$ 62,543	\$ 66,013	\$ 67,471
13			\$ 67,982	\$ 69,440
14			\$ 69,952	\$ 71,410
15			\$ 71,922	\$ 73,380
16			\$ 73,893	\$ 75,351
Off Step	\$ 57,552	\$ 65,068	\$ 76,646	\$ 78,134

A Nurse with a state certification as a Health Educator may be placed on the teachers' salary schedule at the step that is the nearest dollar equivalent but in no case lower than he/she would have received had he/she remained on the nurses' salary schedule. A nurse with less than a BA/BS in nursing will be paid \$1,500 less than the scheduled step. A nurse with a master's degree in nursing will be paid \$1,500 more than the scheduled step.

Appendix B

Co-Curricular					
High School		Musical Tech Dir	\$1,250.00	Basketball, Girls Intra Asst	\$1,000.00
Art Club	\$1,000.00	National Honor Society	\$1,250.00	Cheerleading, MS	\$2,500.00
Awareness Day	\$2,250.00	Project Climb, Advisor	\$2,750.00	Chorus, MS	\$2,000.00
Band, HS	\$3,000.00	Project Climb, Advisor	\$2,750.00	Cross Country, Coach MS	\$2,500.00
Baseball, JV	\$3,000.00	Project Climb, Advisor	\$2,750.00	Destination Imagination	\$1,750.00
Baseball, V	\$3,500.00	Ski Team, Asst	\$2,500.00	Drama Tech. Director	\$1,250.00
Basketball, B JV	\$3,250.00	Ski, Alpine	\$3,500.00	Drama Stage Director	\$2,250.00
Basketball, B Reserve	\$2,500.00	Ski, Nordic	\$3,500.00	Field Hockey, A MS	\$2,500.00
Basketball, B V	\$4,250.00	Soccer, B JV	\$3,250.00	Field Hockey, B MS	\$2,250.00
Basketball, G JV	\$3,250.00	Soccer, B V	\$3,750.00	Golf Club	\$1,250.00
Basketball, G Reserve	\$2,500.00	Soccer, G V	\$3,750.00	Math Team, MS	\$1,250.00
Basketball, G V	\$4,250.00	Soccer, G JV	\$3,250.00	Musical Stage Director	\$2,250.00
Cheerleading, Fall	\$1,500.00	Softball, JV	\$3,000.00	Musical Tech Director	\$1,250.00
Chorus, Accompanist	\$750.00	Softball, V	\$3,500.00	Newspaper	\$1,000.00
Chorus, HS	\$2,500.00	Spirit, Winter	\$2,750.00	Ski Team Coach 1	\$1,375.00
Class Advisor, Fresh	\$750.00	Student Council Adv.,HS	\$1,500.00	Ski Team Coach 2	\$1,375.00
Class Advisor, Junior	\$1,500.00	Tennis, B	\$3,250.00	Soccer, Boys A MS	\$3,000.00
Class Advisor, Senior	\$2,750.00	Tennis, G	\$3,250.00	Soccer, Boys B MS	\$2,250.00
Class Advisor, Soph	\$750.00	Track and Field	\$4,250.00	Soccer, Boys B MS	\$2,250.00
Cross Country, B	\$3,500.00	Track and Field Asst-1	\$2,750.00	Soccer, Girls A MS	\$3,000.00
Cross Country, G	\$3,500.00	Track and Field Asst-2	\$2,750.00	Soccer, Girls B MS	\$2,500.00
Dance Team	\$2,750.00	Track and Field Asst-3	\$2,750.00	Soccer, Girls B MS	\$2,500.00
Dance Team Assistant	\$1,750.00	Track, Winter	\$2,750.00	Softball, A MS	\$2,500.00
Drama Stage Dir.	\$2,250.00	Wrestling	\$3,750.00	Softball, B MS	\$2,000.00
Drama Tech Dir	\$1,250.00	Wrestling Assistant	1,500.00	Student Council Advisor	\$1,000.00
Earth club	\$750.00	Yearbook, HS	\$2,750.00	Track and Field, A MS	\$2,750.00
Field Hockey JV	\$3,000.00			Track and Field, Asst MS	\$1,500.00
Field Hockey, V	\$3,500.00	Middle School		Track and Field, Asst MS	\$1,500.00
Football, Asst, 1	\$2,750.00	Activity 1	\$1,250.00	Track and Field, Asst MS	\$1,500.00
Football, JV	\$2,750.00	Band, MS	\$2,250.00	Track and Field, B MS	\$2,000.00
Football, V	\$4,000.00	Baseball A	\$2,250.00	Excel	\$1,750.00
Golf, JV	\$2,250.00	Baseball A	\$2,250.00	Excel	\$1,750.00
Golf, V	\$3,250.00	Basketball, Boys A	\$3,250.00	Excel	\$1,750.00
Kung Fu	\$1,500.00	Basketball, Boys B	\$2,500.00	Excel	\$1,750.00
Lacrosse, B JV	\$3,250.00	Basketball, Boys B	\$2,500.00	Excel	\$1,750.00
Lacrosse, B V	\$3,750.00	Basketball, Boys Intra	\$1,500.00	Excel	\$1,750.00
Lacrosse, G JV	\$3,250.00	Basketball, Boys Intra Asst	\$1,000.00	Zone	\$2,500.00
Lacrosse, G V	\$3,750.00	Basketball, Boys Intra Asst	\$1,000.00	Zone	\$2,500.00
Math Intermediate	\$1,250.00	Basketball, Girl's A	\$3,250.00	Zone	\$2,500.00
Swimming	\$2,750.00	Basketball, Girls B	\$2,500.00	Zone	\$2,500.00
Math Team, HS	\$1,250.00	Basketball, Girls B	\$2,500.00	Yearbook, MS	\$2,000.00
Musical Music Dir/Pianist	\$1,750.00	Basketball, Girls Intra	\$1,500.00		
Musical Stage Dir	\$2,250.00	Basketball, Girls Intra Asst	\$1,000.00		

All stipends were derived according to the values in six categories below. The advantage of this system is that there is now a formula that fairly determines compensation for the present and future activities. All stipends are level funded for the term of the contract.

Total original points of 1,021. x 250 = \$255,250 plus an additional 93 base points

Number of Participants		Hours per week in season		Hours outside per week in season	
0 to 10	1	0 to 3	1	0	0
11 to 20	2	4 to 7	2	1 to 10	1
21 to 40	3	8 to 11	3	11 to 20	2
41 to 60	4	12 to 15	4	21 to 30	3
61+	5	16+	5	31 to 40	4
				41+	5
Number of Public Events		Number of paid Assistants		Length of Season/weeks	
0	0	0	0	0 to 4	0
1 to 5	1	1 to 3	1	5 to 9	1
6 to 10	2	4 to 5	2	10 to 14	2
11 to 19	3	6 to 7	3	15 to 19	3
20+	4	8+	4	20+	4

Agreement between Kearsarge Regional School Board
And the Kearsarge Regional Education Association
2016-2019

Appendix C

DESIGNATION FORM TO REVIEW PERSONNEL RECORDS

I designate _____ to be my attorney-in-fact for the purpose of the review of my complete personnel file.

Signed this _____ day of _____, _____.

By: _____ Witness:

Note: Access will be provided within 48 hours from the receipt of this form. The hours referred to include only business days. If copies of materials are required, they will be provided at the standard cost per copy.

Incentive Plan

CRITERIA	EXCELLENCE INDICATORS
Stated Objectives:	<ul style="list-style-type: none"> · specifically limited (no more than 4) · measurable and observable · bounded within a specific time frame · accurately reflects and supports the intended audience · concise and realistic · clearly contributes and relates to SIP goals and efforts
Specific strategies	<ul style="list-style-type: none"> · action statements · completion is clearly identifiable · ambitious (stretches us) and achievable · evidence of contribution toward stated objective · specifically limited (no more than 4) · directly supports local efforts (district)
Desired results:	<ul style="list-style-type: none"> · observable within a specific time frame · measurable (data would provide evidence of achievement) · quantitative and qualitative · identifies process outcome(s) · must relate to objective
Anticipated impact:	<ul style="list-style-type: none"> · contributes to systemic change · responsive to dynamic nature of educational improvement · directly links to local efforts (district) · mobilizes increased resources for education at the local level · students are better prepared for life in some specific ways
Resource Needs:	<ul style="list-style-type: none"> · identifies a variety of resources (not just dollars) · leverages resources within the system · specifically stated · long quarter and short quarter (sustainability)
Time lines/bench marks:	<ul style="list-style-type: none"> · realistic and doable · covers a 1 year period · established milestones · provides for revisions · has identifiable start and end date
Persons responsible:	<ul style="list-style-type: none"> · team members

Appendix E Definitions

Date of Hire: The most recent date hired by the District.

Years of Continuous Service: Years covered by the Collective Bargaining Agreement without a Break in Service.

Break in Service:

A Sabbatical Leave in excess of one (1) school year.

Child Rearing Leave in excess of one (1) year unless approved by the Superintendent.

Child Rearing Leave in excess of two (2) years.

Resignation, termination, not signing a teaching contract by the prescribed date.

Signature Page

IN WITNESS WHEREOF the parties have executed this agreement this 8th day of March, 2016, for the school year 2016-2019

KEARSARGE REGIONAL EDUCATION ASSOCIATION

by 
Committee Chairperson

by 
KREA President

KEARSARGE REGIONAL SCHOOL BOARD

by 
Committee Chairperson

by 
KRSB Chairperson

by 
Superintendent of Schools