

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MOULTONBOROUGH SCHOOL BOARD

AND

THE MOULTONBOROUGH SCHOOL
STAFF ASSOCIATION

August 1, 2010
to
July 31, 2012

Preamble

This agreement is made and entered into on April 13, 2010 by and between the Board, acting for the Moultonborough School District, and the Moultonborough School Staff Association, NEA-NH.

Definitions

The term "Board" as used in this agreement means the Board of Education for the Moultonborough School District.

The term "Association" as used in this agreement means the Moultonborough School Staff Association.

The term "Teacher" as used in this agreement means a person employed by the Board and who is a member of the bargaining unit certified by the Public Employee Labor Relations Board during the term of this agreement.

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Article I

Recognition

- 1.1 The Moultonborough School Staff Association, affiliated with NEA-NH, is recognized to represent teachers, school nurses, counselors, reading specialists, special education teachers, curriculum coordinators, and media specialists employed by the District, and working at least half-time.

Article II

Scope of Agreement

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

Article III

Negotiations

- 3.1 No later than October 1 of each year that this contract is in force, either the Association or Board may, in writing, notify the other party by certified mail, return receipt requested, of its desire to terminate or modify the terms and conditions of this Agreement. If proper notice is given, the parties shall, no later than October fifteenth (15th) meet, confer and negotiate in accordance with New Hampshire RSA 273-A. The parties shall meet at reasonable times and places to negotiate in a good faith effort to reach agreement on all negotiable matters raised by either party. During such negotiations, the Association and the Board shall present relevant data, exchange points of view, and make proposals and counter proposals.

Further, any matter relating to this contract may be discussed by the agreeing parties at mutually convenient times. By mutual consent, any items may be changed. In the absence of mutual consent, this document will remain in force for the term specified.

- 3.2 The negotiating committee of the Board and the negotiating committee of the Association shall have authority to reach a complete agreement, subject to the ratification by the Board and the qualified voting members of the Association covered by this agreement.

Article IV

Association Rights

- 4.1 The Board agrees that all employees shall have full freedom of association and self organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association or participation in any of its legal activities or the exercise of their individual rights under RSA 273-A.
- 4.2 The Association shall have the right to use school buildings for meetings. The administration may deny use of the building or a portion of the building because of scheduling or because of interference with the process of education.
- 4.3 The Association shall be permitted to transact Association business on school property but will not interfere with the educational process.
- 4.4 The Association shall have the right to use school facilities and equipment, including mailboxes, telephones, typewriters, mimeographing machines, and other duplicating equipment, when such equipment is not otherwise in use.
- 4.5 The Association shall reimburse the District for phone charges, paper or any expenses incurred through Association use of facilities or equipment. Damage, occurring through Association use of equipment, shall be repaired at Association expense.
- 4.6 Upon receipt of written authorization by the teacher, the Board shall provide for the deduction of professional association dues and the forwarding of such deductions to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith. The Association is responsible for submitting all deductions information at one time by the 3rd payroll of the school year. If there are new members after the third payroll, arrangements will be made for new employees.
- 4.7 Not more than four (4) teachers engaged during the school day in the conduct of negotiations under this Agreement shall be released from regular duties without loss of pay.

Not more than two (2) teachers engaged during the school day in the filing or processing grievances under this agreement shall be released from regular duties without loss of pay.

Article V

Teacher Evaluation

5.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction. The evaluation/supervision process will be used to foster positive outcomes and professional growth and to identify competency standards in need of improvement. Further, the parties recognize the desirability of building strong collegial relationships in the evaluation/supervision process. In that regard, every effort should be made to encourage frequent administrative observation, both formal (documented) and informal (undocumented). It is acknowledged that the more frequently this takes place, the more effective the evaluation/supervision process will be.

5.1.A The teachers will be annually evaluated by a school district administrator. Said evaluation may consist of both formal classroom observations each of which will be documented by the administration and a copy of said documentation received by the teacher. Informal observations of teacher performance may be made throughout the year and in the many different contexts in which a teacher works. Informal observations will need to be documented by letter or memo citing the competency standard in which a deficiency appears to exist or on the observation form incorporated in policy GCN-R and countersigned by the teacher if they will be referenced as deficiencies and left unchecked in the annual summary evaluation.

Each teacher will annually receive a summary evaluation as described in Board policy GCN-R. Said evaluation will be based on formal and informal observations as well as upon goals which shall have been established by the teacher in collaboration with the administration. These goals must be in written form, signed by the teacher and the Administrator, and have been reviewed by the teacher in a time frame which allows adequate time for a teacher to address said goals. The teacher shall have the opportunity to review all observation and summative evaluation documents. Such review shall be indicated by the teacher's signature on said document (signature by a teacher may not necessarily indicate agreement). A teacher who is dissatisfied with the substance of an observation or summary evaluation must meet with his/her evaluator in an effort to resolve this disagreement. Should the teacher remain dissatisfied, then the teacher is free to use the grievance procedure outlined in the master agreement in order to address issues relating to the substance of goals, observations or evaluations.

5.2 The observation of the work performance of a teacher will be conducted openly.

5.3 A teacher shall be given a copy of any evaluation document prepared by his/her evaluators before any conference held to discuss it. If the teacher is dissatisfied/disagrees with this evaluation document, he/she may request an additional conference. Thereafter, the teacher shall sign the document. Such signature shall indicate only that the document has been read by the teacher and in no way indicates agreement with the contents thereof. In the event that the teacher feels the evaluation was incomplete or unjust, he/she may request a second observation by another Moultonborough School District administrator. Any objections the teacher may have

about the evaluation process shall be put into writing and attached to all copies of the evaluation.

- 5.4 Complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a teacher shall be promptly investigated by the building principal or the assistant principal as his designee. The teacher shall be given the opportunity to meet with the person(s) making the complaint and hear the complaint in the presence of the building principal or assistant principal in an effort to resolve the complaint at its lowest possible level. Should the complaining party choose to pursue the complaint to the Superintendent's level, the teacher shall acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to a copy to be reviewed by the Superintendent. Such signature will in no way indicate agreement with the contents thereof. Should the complaining party pursue the complaint to the Superintendent or any higher level, the teacher shall be guaranteed the right of representation by a representative of the Association at any meeting involving the complaint. The Superintendent shall make a judgment as to whether or not a complaint has sufficient substance to justify its placement in a teacher's personnel file except that teachers may appeal this decision to the School Board.
- 5.5 The parties recognize and agree that, subject to the provision of this Article, teacher evaluation is a supervisory function. Each year the administration will provide teachers with a copy of school board regulations outlining the evaluation/supervision process.
- 5.6 Teachers shall have the right to make and affix appropriate responses to any material contained in their personnel file and such response shall be made a part of said teacher's file.
- 5.7 Upon written request to the Superintendent, each teacher shall have the right to review, within two (2) weeks of the Superintendent's receipt of the written request, at a mutually convenient time, the contents of his/her personnel file excepting, however, any confidential references. The review shall be made in the presence of the administrator responsible for the safekeeping of such files. Teachers shall be entitled to have a representative of the Association accompany them during such a review. Reproductions of such material may be made by hand or copy machine, if available. If a copy machine is available, one copy will be provided of each requested item. The Board shall be held harmless from any and all claims in connection with permission granted to any teacher under this section. Once each year, a teacher shall have the right to request removal of these documents and/or other materials in the file which he/she feels may be obsolete or otherwise inappropriate to retain. Removal of such documents and/or materials may be requested of the Superintendent in writing. The Superintendent shall make a written determination of such a request within 14 days. A teacher dissatisfied with the Superintendent's decision may appeal to the School Board within 30 days of receiving the Superintendent's decision. The School Board will make a determination within 60 days of receiving the appeal.
- 5.8 No tenured/continuing contract teacher shall be suspended, reprimanded, reduced in rank or compensation, or subjected to any adverse personnel action without just cause. No tenured/continuing contract teacher shall receive an evaluation which results in reprimand, suspension, reduction in rank or compensation without just cause.

Bargaining unit members shall be guaranteed due process and shall have the right to have Association representation at all stages of the actions described above.

In case of non-renewal for a tenured/continuing contract teacher because of unsatisfactory performance, the teacher will receive a written notice from the superintendent of schools by March 20 of a given school year that the teacher's unsatisfactory performance may lead to non-renomination the following school year.

Notwithstanding any other provision of this agreement, the only procedure to be followed in the non-renewal and/or discharge of a teacher certified to be represented by the Association shall be limited to the provisions of RSA 189:13, RSA 189:14-a, and/or any other RSAs pertaining to the non-renewal or discharge of a teacher.

Article VI

Reduction in Force

When the Moultonborough School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reduction, change in or consolidation of board-authorized programs, or for any other reason determined necessary or desirable by the School Board, the following reduction in force policy will be implemented.

6.1 Notice:

- a. As soon as reduction in force is seriously contemplated, the Superintendent of Schools, upon concurrence with the School Board, shall first consult with the President of the Teacher's Association and then all of the teachers in the specific classifications in which a position is being considered for elimination.

For the purposes of this policy, classifications are defined as follows:

Kindergarten through sixth grade; seventh through twelfth grade. In secondary schools, classifications will be defined by major teaching subject areas. For the secondary school, classifications are further defined according to the courses of study being offered: English, Social Studies, Math, Science, Foreign Language, Business, Home Economics, Art, Physical Education, Industrial Arts, Special Education, Music, Guidance, Media Center.

- b. The decision to implement the reduction in force shall be made at the sole discretion of the School Board.

6.2 Procedures for Determining Reduction in Force:

- a. The School Board will make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many positions as possible through attrition.
- b. If further reductions in staff are necessary, the School Board should retain those teachers who will be the best teachers for the school system and the students it serves. In determining the reduction of staff members, the School Board will consider the following guidelines:
 1. Within each certification category required by the District, non-continuing contract staff members will be the first to be reduced. These staff members will be reduced based on the following factors: certification, academic preparation, professional growth, job performance, experience in certified area and/or job classification and ability.
 2. If after terminating all non-continuing contract staff it remains necessary to terminate continuing contract staff, the school board shall consider the following factors: certification, academic preparation, professional growth, job performance, experience in certified area and/or job classification and ability.

Seniority will be given weight in making the final determination. Seniority is defined as the total number of years continuously employed in this school district.

- c. Non-continuing contract teachers shall have no recall rights if terminated due to reduction in force. A continuing contract teacher whose position has been identified to be eliminated, shall have the right to be offered a contract for the following school year for a position for which the teacher is qualified, provided that a position becomes vacant anytime during the following school year (e.g. a teacher who is released June 30 of one school year, shall have recall rights throughout the entire succeeding school year). There will be no other obligation on the part of the School Board to offer a position to a teacher who has been reduced in force.
- d. Any transfer, assignments, or reassignments resulting from or involved with a reduction in force will be made by the Superintendent, after concurrence with the School Board. The Superintendent will then consult with the President of the Teacher's Association, and then all affected teachers. A good faith effort will be made to accommodate reasonable requests these parties may have about the changes in assignments.
- e. This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.

Article VII

Teacher Employment

- 7.1 For the purpose of this Agreement, the period of service shall not be more than one hundred eighty-five days (185), as set forth in the individual contract between the Board and teacher, to be allocated as follows:

180 teaching days
5 inservice days

Two of the inservice days will be held prior to the first day of school for students, two will be held during the school year, and the fifth inservice day will be the day following the last day of school for students. As per the two inservice days held prior to the first day of school, meetings scheduled by administration will consume no more than 6 hours of the total time for the two days. Additional meeting time may be required of individuals who receive a stipend for additional responsibilities (i.e. department chairs, unit leaders, coaches, etc.).

- 7.2 The Association agrees to submit to the Board for its consideration suggestions for the school calendar on or before January fifteenth (15) of the preceding year. The Board shall consider the suggestions of the Association when establishing the school calendar. Once the Board has passed a school calendar at a public meeting, any later changes shall be made only after seeking consultation with the Association. It is understood that the Board, at its sole discretion, shall determine the School District calendar.
- 7.3 Teachers will be in their learning areas for their first teaching responsibility prior to students' entering their learning areas.

Teachers are expected to be in the building and available during the school day. Any exception must be approved by the Administration.

Teachers are expected to carry out their professional duties, which shall include but not be limited to, assigned duties, faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with Administration as required.

- 7.4 At Moultonborough Central School, the administration will provide teachers with a 30 minute duty free lunch daily. No teacher will be assigned lunch or recess duties. Each teacher may be assigned two duties per week before or after lunch/recess (i.e. Unit A recess, a.m. and p.m. bus duty). If a Unit (A, B or C) chooses to conduct its weekly unit meeting during lunch/recess time, then it would be in lieu of one duty/free lunch weekly. Teachers may request lunch or recess duties in lieu of other assigned duties.
- 7.5 An amount of One Thousand Four Hundred dollars (\$1,400) shall be provided by the School District for graduate courses, professional workshops, and professional development activities that are approved by the Superintendent of Schools. If a teacher submits receipts and transcripts for two graduate courses taken during one year, then the professional development allotment will be up to \$1600. The Superintendent may approve requests made by teachers provided that these requests

are reasonably related to the teacher's job role in the School District. Areas determined by the Superintendent to be outside a teacher's job role shall not be funded and may not be counted for salary track advancement. Explorations for the purpose of broadening a teacher's educational background may be supported by the Superintendent provided these are of limited extent and cannot be construed to constitute a new job direction. Amounts shall be available to teachers for any activities or materials that are approved by the Superintendent according to the above outlined criteria. Examples of areas that may be funded under this provision would include:

Graduate level and Undergraduate level courses (undergraduate level courses would not be counted for advancement on the salary schedule unless approved for such advancement by the Superintendent of Schools), workshops, conferences, conventions, professional memberships (excluding those related to bargaining unit activities), journals, software, hardware and other materials approved by the Superintendent of Schools. In regard to computer and other technological purchases, the School District shall not reimburse teachers for personal computer supplies such as printer ribbons, paper, and other materials that might be consumed in the use of computers. Also included under this provision would be reimbursement for any and all reasonable expenses connected with the pursuit of the above mentioned activities. Said expenses to be approved by the Superintendent of Schools.

Seven Hundred dollars (\$700) of the allotment of \$1400 may be used for the purchase of a computer, computer hardware or computer peripherals deemed appropriate by the teacher for use in achieving school district or classroom goals as set forth in a professional development plan. Any specific kind of computer hardware purchase or peripherals may not be made more often than every three years.

The allotment of professional development dollars per staff member shall be available on a yearly cycle beginning on July 1st and ending June 30th. Funds for professional development may be carried over to the months of July and August only for the purpose of reimbursement for the costs associated with workshops, courses, and other staff development activities. All Form B's requesting either the expenditure of funds prior to June 30th, or the encumbrance of funds to be carried over and expended in July and August, must be submitted to a teacher's administrative supervisor no later than June 1.

Staff development funds that are carried over shall not be used for the purchase of equipment and other materials. For workshop and course activities, a teacher may take remaining professional development funds from the year ending June 30 and expend these for activities completed during July and August. However, as of September 1st of each year, no staff member may have an unencumbered balance of more than \$1400 remaining for professional development activities. Furthermore, all reimbursements for professional development activities under Article 7.5 will be made available only after the activity is complete and appropriate receipts are filed with properly completed Form B's.

Staff members who receive professional development funds during summer months for the succeeding school year, but who do not fulfill their contract obligations for the year, will be required to fully reimburse the school district.

7.6 The Association agrees to submit to the Administration for its consideration, suggestions for inservice programs on or before April fifteenth (15) of the preceding year. The Administration and Board shall consider the suggestions of the Association, but the Board shall have the right to establish the inservice program and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures under this agreement.

7.7 Full-time teachers will be provided with a minimum of five (5) planning periods or a total of 225 minutes of planning time per week. By mutual agreement between a teacher and his/her supervising administrator, the requirement for planning time may be waived.

- a. At the Central School, a minimum of 225 minutes of planning time will be based on contiguous blocks of time of at least 30 minutes duration. Each teacher will have at least one planning period per day.
- b. At the Academy, full-time teachers will be given six assignments in an eight period day (one instructional assignment is equal to one 45 minute period).

Teachers with instructional teaching assignments that are comprised of eighty five or more students, per semester, will have no more than four preparations and five instructional responsibilities plus one study hall or one learning lab.

A teacher supervising a learning lab will assist students asking for help on class work and/or assignments and work with students seeking assistance to better understand course competencies. He/she will not be required to develop curriculum, prepare lesson plans, assign grades or provide direct instruction to students participating in the learning lab.

Teachers with instructional teaching assignments that are comprised of sixty to eighty-four students, per semester, will have no more than four preparations and six instructional responsibilities.

Teachers with teaching assignments that are comprised of less than sixty students, per semester, may be required to assume up to five preparations and six instructional responsibilities.

- c. By mutual consent between a teacher and the Administration, requirements under the provisions of Article 7.7 may be waived.

7.8 Notices of vacancies, both full and part-time, including Administrative and extra-curricular, will be posted on the official bulletin in each school building and sent to the Association as soon as the vacancy is established by the Board. Such notices shall contain the date of posting, a description of the position, name and location to whom the application is to be returned and date by which the application is to be returned. When a part-time teaching position within the District is being expanded to full-time, said position shall be posted as a vacancy in the same manner and with the same information. Upon mutual agreement between the Moultonborough School Board and the Moultonborough School Staff Association, this provision may be waived.

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than requested date for contract returns. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

Teachers who are being considered for reassignment or transfer shall be consulted prior to a recommendation for reassignment or transfer being made to the Board.

Article VIII

Leaves of Absence

8.0 All provisions of the Family Medical Leave Act contrary to provisions under Article VIII will supersede Article VIII where the Family Medical Leave Act provisions are more favorable to the employee.

8.1 Sick Leave:

- a. Sick leave shall be confined to the personal illness or medical or dental care of a teacher, excluding work connected disability covered by N.H. Worker's Compensation laws.
- b. Teachers will begin each contract year with a credit of fifteen (15) sick leave days in addition to the accumulated sick leave days at their applicable salary rate. Teachers shall be entitled to accumulation of sick leave up to a maximum of one hundred twenty(120) days to carry over to the next contract year. There may be times when a teacher begins the school year with 135 sick days, 120 accumulated, plus 15 credited to start the school year
- c. A doctor's certificate may be required.
- d. Teachers shall be given a written accounting of their accumulated sick leave at the beginning of each school year.

The School District, in cooperation with teachers wishing to do so, agrees to create annually a bank to provide additional sick leave benefits to participating teachers who require sick leave beyond the amount of their accrued sick days. Each teacher who contributes one or two of their sick days to the sick leave bank annually will be a participating member for that school year. The School District will distribute at the beginning of each school year a form which must be returned to the SAU Office no later than September 15 in order for a given teacher to participate in the sick leave bank for that school year.

At the beginning of each school year, the District will temporarily contribute 30 days to the sick leave bank. As of September 16th annually, the total number of days available in the sick leave bank for a given school year will be equal to the cumulative number of days contributed by all teachers participating in the current contract year. The 30 days temporarily contributed by the District will be removed from the sick leave bank on September 16.

The total number of days in the annual sick leave bank will revert to zero on June 30 of each year. If none of the total contributed days in a given school year are used as benefit days, then each participating teacher who ended the contract year with fewer than 30 total sick days will be credited with the one or two sick days he/she contributed at the beginning of the contract year.

Eligibility:

1. Only teachers who have contributed to the bank in the current contract year shall be eligible for benefit.
2. Teacher on leave necessitated by childbearing disability shall not be eligible for benefit from this bank except that special requests for eligibility may be considered by the Executive Committee when childbirth results in circumstances which extend the term of disability beyond the usual and customary period.
3. The use of the bank by any contributing member must be approved by the Executive Committee.
4. The main criterion for approval of benefit will be the need for sick leave beyond a teacher's accrued sick leave for reasons of major or catastrophic health problems.
5. No benefit will be provided beyond June 30 of the school year in which the sick leave occurred.

Application for Benefit:

A teacher who has contributed to the bank may apply for the benefit by making such a request in writing to the Superintendent of Schools. The Superintendent will convene a meeting of the Executive Committee, made up of two teachers who are bank members and two School Board Members. The Superintendent shall be a non-voting member. A decision will be rendered within 30 days of the Superintendent receiving such request.

- 8.1.b Teachers will begin each contract year with a credit of fifteen (15) sick leave days in addition to the accumulated sick leave days at their applicable salary rate. Teachers shall be entitled to accumulation of sick leave up to a maximum of one hundred twenty (120) days to carry over to the next contract year. There may be times when a teacher begins the school year with 135 sick days, 120 accumulated plus 15 credited to start the school year.
- 8.2 **Illness or Death in the Immediate Family:** A maximum of five (5) days with pay per year of the fifteen (15) annual sick leave may be used for absence due to illness or death in the immediate family. Immediate family, as used in this section and all other sections of this Agreement, shall mean mother, father, sister, brother, grandparent, grandchild, legal guardian, spouse, children and legal wards of the employee and the same relatives of the employee's spouse. Exception and/or extension with or without pay shall be at the discretion of the Board, and such action by the Board shall not be subject to the grievance procedures of this Agreement.
- 8.3 **Personal Leave:** A maximum of three (3) personal days per year with pay (non-cumulative) may be used to conduct important affairs which cannot be accomplished at any other time. Leave under this section shall require permission from the Superintendent or his designee and exclude such things as social affairs, pleasure trips and recreation. To be eligible for personal leave under this section, written requests shall (except in an emergency) be presented to the Superintendent or his designee at least twenty-four (24) hours prior to any such leave. These days may be taken without disclosure of reason as long as all other criteria are complied with. Undisclosed personal days may not be taken the day before or the day after a federal, state or other

school holiday period. It is expressly understood by all parties that personal leave days are not vacation days and should be used by an employee only as a last resort. No more than three (3) teachers shall be granted an undisclosed personal day on any one day. Said requests will be considered on a first come, first served basis.

- 8.4 Professional Leave: Absence with pay may be allowed for professional leave approved in advance by the Superintendent. All requests for such absence will be made in writing, when possible, at least one (1) week in advance to the Principal, and if recommended, will be submitted to the Superintendent for approval. The administration will grant each teaching staff member a minimum of three professional development days annually upon request. Administration also has the authority to grant additional professional development days if so requested by a member of the teaching staff. Furthermore, administration may request members of the teaching staff to participate in specific professional development opportunities (i.e. conferences, workshops, etc.). In such cases, administrative professional days will be granted, and will not be credited against the teacher's minimum number of three professional days annually.
- 8.5 Military Leave:
- a. Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
 - b. An employee called to serve not more than fourteen (14) days annual training tour of duty with the National Guard or Armed Forces Reserves when school is in session will be paid the difference between his pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.
- 8.6 Jury Duty: An employee called as a juror will be paid the difference between the fee he receives for such service and the amount of earnings lost by him for reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the Superintendent.
- 8.7 Worker's Compensation: An employee who is absent due to a work-connected illness or accident (Worker's Compensation) shall receive his/her net difference between Worker's Compensation payments and his/her full pay at his/her applicable salary rate, and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Worker's Compensation Laws of the State of New Hampshire. Amounts paid by the Board under the provision of this section shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Worker's Compensation claim.
- 8.8 Sabbatical Leave: Upon recommendation by the Superintendent of Schools, sabbatical leave may be granted to members of the teaching staff by the Board, subject to the following conditions:
- a. The teacher has completed at least seven (7) consecutive full years of service to the Moultonborough School District.

- b. All sabbatical leaves shall be for a full school year, (i.e. August 1 through July 31) and the teachers will be paid by the Board at fifty percent (50%) of the salary rate which they would have received if they had remained on active duty. Teachers will be given credit toward salary increments while on sabbatical leave.
- c. The teacher must be enrolled for full-time study in the United States at any regionally accredited graduate school, or at a foreign school approved by the Superintendent. All courses of study shall be related to the teacher's assignment.
- d. Requests for sabbatical leave on a basis other than the criteria established above may be given consideration, and nothing contained herein shall prohibit the Board from granting such leaves.
- e. Requests for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the Superintendent, no later than November 15 of the year preceding the school year for which the sabbatical leave is requested.

The Superintendent shall inform each applicant in writing of the action to be recommended on the request for sabbatical leave no later than January 15 of the school year preceding the school year for which the sabbatical is requested. The Board shall notify the teacher by April 15 of its intent relative to the request for sabbatical leave.

- f. Each teacher must agree to return to service in the Moultonborough public schools immediately upon termination of sabbatical leave and to continue in such service for a period of at least two (2) years, unless medical disability makes this impossible, or there is mutual agreement between the Board and the teacher to the contrary. A signed statement in the format of a promissory note shall stipulate that failure of the teacher to provide such service shall result in the obligation to reimburse the Moultonborough School District for a proportional part of the salary to that teacher during sabbatical leave, determined by the fraction of the two years not served following the leave.
- g. A complete and detailed outline of work and/or study to be performed during the time of leave shall be provided in the request for leave.
- h. Approval of leave shall specify the work and/or study to be performed, and failure to abide by the terms and conditions of such approval shall automatically result in pro rata adjustment or cancellation of salary, or reimbursement to the Board of all or part of salary paid to date.
- i. A teacher shall not accrue sick leave during the year of sabbatical, but shall retain all accumulated sick leave earned at the completion of the school year prior to the sabbatical leave.
- j. A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the Board upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and/or the Superintendent, shall be furnished by the individual during the leave period.

- k. No more than one (1) teacher may be granted a sabbatical leave for a given school year, and a teacher shall be eligible for only one (1) sabbatical leave from the District.
- l. Upon returning from sabbatical leave, the teacher will be assigned to a position for which he/she is qualified.
- m. A teacher on sabbatical leave shall be eligible to participate in group insurance programs provided to teachers under Article XI of the Agreement. The right to continue participation in such group insurance programs will terminate if the teacher does not return to employment pursuant to this section 8.8 or if the carrier does not allow such coverage.
- n. Granting of sabbatical leave shall be at the discretion of the Board and such action by the Board shall not be subject to the grievance procedures of this Agreement.

8.9 Other Leaves: Leaves for any and all other reason(s) paid or not paid, shall be granted at the discretion of the Board, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

8.10 Child Bearing/Rearing Leave: In regard to matters related to leaves of absence for the purposes of child bearing and child rearing, the following categories shall apply:

a. Child Bearing Disability: This leave (actually sick time) shall apply to the period of time that a teacher is medically disabled due to the birth of a child. To secure a child bearing disability, a teacher who is pregnant must notify the Superintendent of Schools in writing ninety (90) days before they go on leave. Notification must specify the approximate date upon which the disability is expected to begin and delineate the type of leave(s) requested (i.e. child bearing and/or child rearing.) When medically possible, at least two (2) weeks prior to the commencement of the disability period, the teacher must provide the Superintendent with written notification from the teacher's physician stating that she is unable to work and specifying the expected period of this disability. The Superintendent may at his/her discretion request that a physician, named and paid for by the School District, conduct an examination of the teacher to provide a second opinion. If the second opinion is in conflict with the teacher's physician's opinion, the School District's physician shall prevail. During the period specified by the physician, paid sick leave will be granted for contract days missed, up to the amount of accrued sick time of the teacher. If a teacher's disability exceeds accrued sick time, unpaid leave will be granted until the disability period is over or eight (8) weeks after the birth of the child, whichever comes first. Beyond this time, a teacher may either resign or make a written request of the Board for an extension of leave. Extension of sick leave is at the sole discretion of the School Board.

b. Child Rearing Leave: This leave shall apply to an unpaid period of time requested by a teacher for the purpose of rearing a newly arrived child. During this period of time, a teacher need not be medically disabled. Child rearing leave is available only after the arrival of a child and may be requested to commence beginning the first day after a teacher's disability period ends, or

immediately after the arrival of an adopted child. All child rearing leave is unpaid.

Child rearing leave is available only to teachers who have taught in Moultonborough at least three (3) full consecutive years. To secure a child rearing leave, a teacher who is anticipating the arrival of a child must provide written notification to the Superintendent within ninety (90) days of the determination of pregnancy. Requests for leaves will not be accepted in any other time period. In the case of adoption, the Superintendent must be notified in writing within seven (7) days of the notification of the adopting parents that a child is to be received. Said notification must include the approximate time period of the child rearing leave.

If the child rearing leave begins prior to January 1 of a given school year, then said leave will extend to the end of that school year and will not extend into the next academic school year. If the child rearing leave begins after January 1 of a given school year, then the leave shall be for the remainder of the school year and may continue for the entirety of the next school year. The decision as to whether or not the leave will continue for the entirety of the next school year must be made by the teacher at the time the child rearing leave is requested.

Any teacher requesting such a leave will be expected to return to a position for which he/she is qualified no later than the first contract day of the next school year after their leave ends. Earlier return shall be at the discretion of the Superintendent.

It is agreed by the parties if a teacher taking child rearing leave wishes, said teacher may continue hospital and medical insurance coverage under the plan then covering other School District employee, if permitted by the insurance carrier. Said teacher must:

1. Provide the Superintendent with written notification of his/her intention to continue under said insurance plan and;
2. Agree to pay the full cost of such insurance coverage on a monthly basis beginning one month in advance.

Days absent on leave shall not be counted to determine if a teacher has taught "one or more" or "three or more" years as set forth in New Hampshire RSA 189:14a, and nothing in this section shall be construed to exclude or in any way limit the Board's or the Superintendent's right under RSA Chapter 189 or any other provision of the Revised Statutes Annotated.

- c. In the event a teacher elects to take childrearing leave after the birth of her child, and the birth of this child occurs during the first six weeks of school, then the School Board may elect to pay said teacher full salary and benefits for a period not to exceed eight (8) weeks during the childbearing period of said teacher. If the teacher agrees, said teacher would be assigned childrearing leave effective the first day of the contract year.

Article IX

Grievance Procedure

- 9.1 Definition: A grievance means an alleged violation, misinterpretation, or misapplication with respect to one or more teachers of any provision of this agreement. An “aggrieved teacher” is a person (or persons) who has suffered a loss as a result of the alleged violation, misinterpretation or misapplication. The term “Days” when used in this article shall mean school days and Monday through Friday, excluding holidays, during June, July and August.
- 9.2 Purpose: The parties acknowledge that it is desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix C Grievance Report Form) and referred to the following formal grievance procedure. A grievance to be considered under this procedure must be initiated in writing within 20 days as defined in Article 9.1 above of the date of its occurrence or from the time the teacher should have known of its occurrence. Failure to initiate a grievance within this time will make the grievance null and void.
- 9.3 Right of Representation: A teacher covered by this agreement shall, under this Article IX, have the right to have not more than two (2) representatives present at all levels of the grievance procedure, subject to his/her request for such representation.
- 9.4 Formal Procedure: The grievance shall state the specific alleged violation, misinterpretation, or misapplication with proper reference to the contract agreement and the relief sought. It shall also set forth names, dates, and other related facts which will provide a sound basis for a complete understanding of any such grievance.

Level A: Within five (5) days of receipt of a formal grievance, the building principal shall meet with the aggrieved teacher. Within five (5) days following any such meeting, the principal shall give his/her answer to the grievant in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of an answer given at this level.

Level B: Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his answer to the grievant in writing within five (5) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level, the grievance may be referred to Level C.

Level C: Within thirty (30) days of a grievance being referred to this level, the School Board will meet with the participants of Level A and examine the facts of the grievance. Any new factual evidence to be presented at Level C will be provided both parties of Level B within 10 days of appeal to Level C. Participants in Level C may include the Superintendent and representatives of the grievant. The Board shall give its answer in writing within ten (10) days from the time of the above hearing.

Level D: If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the Association determines the matter should be arbitrated, it shall in writing so advise the Board within five (5) days from the receipt of the answer at Level C. If the matter is referred to arbitration, the parties shall request the American Arbitration Association to submit a roster of at least five persons qualified to function as an arbitrator. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decisions shall not be binding on either party, but shall be advisory only. The parties agree to share equally in the compensation and expenses of the arbitrator.

- 9.5 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B. The Principal will be notified of this action.
- 9.6 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at this level.
- 9.7 The parties agree that employees covered by this agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).
- 9.8 Grievances shall not be made a part of a teacher's personnel file or used in making employment references.

Article X

Compensation

10.1 Effective on the first official contract day of 2007-2008, employees who are then currently employed and who are reemployed by the Board shall receive compensation as determined by the salary schedule documented in Appendix D, except that no individual shall receive less than a total 9% increase over the three year term of the agreement.

Salaries shall be paid based upon 21 or 26 installments beginning with the first regular school district payroll of the school year and every two weeks thereafter until the close of school when in the case of 26 pays one final check equal to five regular pays will be disbursed. A list of payroll dates for the school year will be published with the first salary payment of the school year.

10.2 Extra-curricular Activities: Stipend amounts for extra-curricular activities will be determined on the basis of factors. One factor is equivalent to one weekly student meeting for one quarter or one monthly student meeting for the full year. A teacher may apply to the building principal to conduct an extra-curricular activity. For each proposed activity, the application form will specify the number of meetings per week, the anticipated number of student participants, and the number of quarters the activity will meet. The principal will determine whether or not a proposed activity is approved, and if so, the number of factors to be assigned the proposed activity. The stipend for one factor will be \$175. The School Board will determine annually the total funds available to support the District's extra-curricular activities. Extra-curricular activity contracts will be issued for all approved activities at both MCS and MA.

The following list of extra-curricular activities at MCS and MA would qualify for application under the provisions of this article. The lists are not all inclusive, and teachers are encouraged to submit applications for other proposed activities:

- | | | |
|------|--------------------------|----------------------------|
| MCS: | Astronomy Club | Art Club |
| | Walking Club | Science Club |
| | MCS Yearbook | Student Council |
| | Outing Club | Select Chorus |
| | Rad Ropes Jump Rope Club | Grand Club |
| | After School Gymnastics | After School Computer Club |
| MA: | Art Club | Odyssey of the Mind |
| | Choral/Piano Accompanist | Latin Club |
| | Color Guard | Granite State Challenge |
| | Choral Enhancement | French Club |

The number of factors for each of the following activities has been determined by using the same factor definition as above:

<u>Activity</u>	<u># of Factors</u>
Freshman Class Advisor (1 or 2)	1
Sophomore Class Advisor (1 or 2)	1
Jr. Class Advisor (2)	2
Cross Country Skiing (MCS)	3
King-Pine Jr. Skiing	4.5
Drama (MCS)	4.5
Jr. High Math Team	4.5
Sr. High Math Team	4.5
Middle School Student Council	7.5
Sr. High Student Council	7.5
Sr. Class Advisor (2)	8
Drama Technical Assistant	8
National Honor Society	8
Musical	12
Band Director	12
Yearbook	17
Drama	34

An advisor for a given extra-curricular activity will receive a longevity rate of 5% of the stipend per year of previous experience; this amount shall not exceed \$25 for each year of previous experience. The maximum longevity stipend will be \$500 per activity.

- 10.3 The salary of employees covered by this Agreement shall be prorated at one/one-hundred-eighty-fifth (1/185) for the number of designated days of employment between the official opening day of school and the official closing day of school of any such year.

Upon mutual agreement between the School District and teachers, a teacher may agree to work additional contract days (beyond 185). The rate of pay for each additional day will be 185th of the track the teacher is on, up to a maximum of Step 5. [i.e. a teacher on Track 3 (Masters), Step 3 would be paid at a rate of 185th of the Step 3 for Track 3; a teacher on Track 3 (Masters), Step 7 would be paid at a rate of 185th of the Step 5 Salary for Track 3]. The daily rate of pay for summer days will be based on the preceding school year's salary schedule.

- 10.4 All courses credited to salary track advancement must receive prior approval by the Superintendent of Schools. Said course must be graduate level courses from approved colleges and universities that are reasonably related to the teacher's job role in the School District. In exceptional circumstances, undergraduate level courses may be approved by the Superintendent for salary track advancement. Teachers who complete all requirements to advance from one educational level to the next educational level on or before August 31st shall receive compensation in accordance with the provisions in 10.1 set forth in this Article, provided they notify the Superintendent in writing no later than November 1st of the prior school year that they anticipate advancing from one educational level to the next and, upon completion of all requirements, they notify the Superintendent in writing not later than September 15 of any contractual year that they have completed all requirements to advance to the next educational level.

- 10.5 To provide for unusual circumstances, the Association may petition the Superintendent to ask the School Board to place individual teachers in a higher salary track on the salary schedule. Such placement shall be predicated on substantial educational experiences other than graduate study. The School Board may initiate and implement the placement of individuals on a higher salary track or step, provided that such action has been discussed with the Association and agreement has been reached. Such placement will be at the discretion of the School Board.
- 10.6 Additional compensation of \$50.00 per year in the Moultonborough School District beginning with the 1980-1981 school year will be provided to those teachers who have taught in Moultonborough ten (10) full years (no credit will be given for years before 1980 or for years teaching outside of Moultonborough); \$75 per year will be provided after teaching fifteen (15) full years, and \$100 per year will be provided after teaching twenty (20) full years in the Moultonborough School District. In order to be eligible for this compensation, teachers must notify the Superintendent in writing no later than November 1st of the prior school year that they anticipate receiving this compensation.
- 10.7 Retirement:
- a. Retirement Incentive: In recognition of service to the Moultonborough School District, a teacher with at least twenty-five (25) years of teaching experience, who has at least ten (10) years of service to the Moultonborough School District, who is at least 55 years of age, and who is eligible for early or normal retirement under the New Hampshire Retirement System, shall be eligible upon retirement from the District, for a retirement stipend equal to 30% of their last year's salary. The last year salary paid shall mean the amount paid for services specified in the teacher's individual contract as per the Collective Bargaining Agreement. It does not include any additional amount earned for extra duty assignments, extra-curricular or athletic activities, or other compensation received.

The limit of the number of eligible teachers in any single year shall be five (5). In the event that more than the five apply, then the plan shall be limited to the five most senior applicants. Seniority shall first be determined by the sum of age and years of service to the District. If two or more eligible teachers have the same total sum of age and years of service to the District, then the one with the most years of service to the District will be considered the most senior. If the years of service are the same, then the one with the earliest birth date will be considered the most senior. The School Board may, at its discretion, approve additional applications for the plan.

In order to be eligible for this stipend, by November 1 of the year at the end of which they intend to retire, a teacher must submit in writing to the School Board a letter stating that he/she will retire at the end of the school year. The retirement stipend will be paid in accordance with section (d) of this article.

- b. Retirement Stipend: This stipend is available to teachers who are determined not to be eligible in a given year for the Retirement Incentive described in 10.7(a) above. In recognition of service to the Moultonborough School District, a teacher retiring from the Moultonborough School District, who will be receiving benefits from New Hampshire Retirement System immediately after retiring, will receive a stipend in addition to their last year's salary equal to \$450 per year of experience in the Moultonborough School District beginning with the 1980-1981 school year.

In order to be eligible for this stipend, by December 1 of the year at the end of which they intend to retire, a teacher must submit in writing to the School Board a letter stating that he/she will retire at the end of the school year. The retirement stipend will be paid in accordance with section (d) of this article.

- c. Sick Days: This stipend is available to teachers who are determined not to be eligible in a given year for the Retirement Incentive described in 10.7a above. Whenever a teacher with ten (10) or more years of service in the Moultonborough School District retires from employment with the School District, the teacher shall be compensated for all accumulated sick days. Such compensation shall be equal to 45% of the substitute teacher compensation rate for the duration of this contract and until amended in future contracts.
- d. The teacher may opt to receive the stipend:
 - 1. As part of final compensation for retirement benefit purposes, up to the maximum amount allowable under NHRS rules without penalty. Payment shall be made in July following their retirement in June, prior to the NHRS deadline, and the remainder in a single payment in the pay period following the NHRS deadline, OR
 - 2. Toward the cost of post retirement health and or dental insurance premiums as selected by the teacher until the funds are exhausted or until the teacher reaches age 65. At age 65, the District would no longer provide this as a benefit option. Any balance of funds remaining at age 65 will be paid directly to the teacher as a stipend.

10.8 Mileage: For a given school year (August 1 to July 31), mileage reimbursement for travel on district business or for professional development will be based upon and paid at the Internal Revenue Service tax deductible standard rate as of August 1. Mileage reimbursement for a teacher will be reimbursed out of the teacher's individual professional development allotment. Travel on district business by administrative request will be reimbursed from district funds.

Article XI

Insurance

- 11.1 During the 2010-2012 contract years, the District will provide four health insurance plan options through the Local Government Center. No changes can be made in options available or insurance carriers without the mutual consent of the Board and the Association.

The four health insurance plan options will be:

- a) Blue Cross/Blue Shield Plan \$1,000 Deductible Comprehensive Program (C1000MC-RX10/20/30) with Moultonborough School District self-insurance (further described in provisions 11.5 and 11.7 below),
- b) Blue Cross/Blue Shield Plan \$1,000 Deductible Comprehensive Program (C1000MC-RX10/20/30) with no Moultonborough School District self-insurance coverage,
- c) Matthew Thornton MT10IPDED, and
- d) Lumenos 2500 with the District and employee contributing to a Health Savings Account.

The District will contribute toward the cost of each of these plan options as follows:

- a) Option a) above: 2010-2011 – 90% of the premium and self-insurance cost for single, 2 person and family plans. 2011-2012 – 90% of the premium for single plan; 87.5% of the additional 2 person or family premium cost over and above the single person plan; 90% of the self-insurance cost for 2-person and family plans.
- b) Option b) above: 95% of the premium for single plan; 90% of the additional 2-person or family premium cost over and above the single person plan.
- c) Option c) above: 2010-2011 - 90% of the premium for single plan, 2 person plan or family plan; 2011-2012 - 90% of the premium for single plan; 87.5% of the additional 2 person or family premium cost over and above the single person plan.
- d) Option d) above: 95% of the premium and Health Savings Account contribution (\$700) for single plans; 90% of the additional 2-person or family premium and Health Savings Account for 2-person (\$1,800) and family plans (\$2,000).

Newly employed teachers shall be eligible for benefits under Article XI beginning on September 1 if hired prior to the beginning of a school year, or on the first day of the month following the teacher's first day of employment if a teacher is hired in the middle of a school year. All Health insurance coverage under Article XI shall terminate on the first day of the month following a teacher's last day of employment by the District, except that teachers who are terminating with the District, who have completed a full contract year in June, shall be eligible for insurance benefits under Article XI through July 31st.

- 11.2 Teachers may select single, two (2) person, or family coverage.
- 11.3 An employee must enroll as a subscriber under the provisions of Section 11.2 above in order to be eligible for benefits or contributions set forth herein.

- 11.4 Part-time employees shall be eligible to participate in the District's Health Insurance plan, but the District shall pay only a prorated share of the premium based upon the time worked in relation to full-time (i.e. for half-time employees, the District will pay 50% of the premium) except that bargaining unit members working half-time or more will be eligible for full payment of single person coverage. The difference between the actual cost to the Board to provide the coverage selected by a part-time employee under Section 11.2 above will be payroll deducted from an appropriate payroll period(s) by the Board.
- 11.5 A five-hundred (\$500) allowance will be allotted to teachers who are enrolled in Option a) in 11.1, the Blue Cross/Blue Shield Plan \$1,000 Deductible Comprehensive Program (C1000MC-RX10/20/30) with Moultonborough School District self-insurance. Teachers who enroll in this plan option on September 1 will receive a pro-rated allowance for the remaining months of the plan year. Teachers who are hired, or enter the plan, in the middle of a school year, will be eligible for a prorated allowance for the remaining months of the plan year. This amount may be used to cover all types of 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.
- 11.6 To the degree it is allowable under Section 125 of the Income Tax Code, teachers will be allowed to designate up to \$5,000 of their salary to be deducted for the purpose of paying out of pocket medical 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 per individual or \$5,000 per couple. In the case of dependent care funds, current claims cannot exceed current employee contributions. Once designated, unused money may not be reclaimed by teachers (tax code requirement).
- 11.7 The School District will reimburse teachers who are enrolled in Option a) in 11.1, the Blue Cross/Blue Shield Plan \$1,000 Deductible Comprehensive Program (C1000MC-RX10/20/30) with Moultonborough School District self-insurance for all costs of medical expenses incurred beyond the \$1,000 deductible amount providing that the following requirements are met:
1. Blue Cross/Blue Shield statements are presented to the SAU business office verifying the denial of claims totaling \$1,000 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 coinsurance costs.
 2. The School District will not reimburse for amounts which exceed the maximum allowable charges of New Hampshire Blue Cross/Blue Shield.
 3. The School District will not reimburse for services not covered by the Blue Cross/Blue Shield plan (e.g. cosmetic surgery, etc.).

4. Claims filed by teachers to the SAU office must be accompanied by Blue Cross statements. Disbursements for these claims will be made once each month and will be paid to teachers who will be responsible for paying the service provider.

11.8 A One Thousand Dollar (\$1,000) allowance will be allotted to eligible teachers who do not choose to enroll in the School District's health insurance plan. This amount 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 to the SAU business office. Disbursements for these reimbursements will be made once each month and will be paid to the teacher, who will be responsible for paying the service provider. A teacher desiring to enroll in the District's health insurance plan during this twelve-month period, may do so only if there is a qualifying event (as referenced in the Moultonborough School District's Integrated Flexible Benefits Plan Adoption Agreement). In the absence of a qualifying event, teachers will have the opportunity to rejoin the plan by June 15 preceding their July 1 subscription. For teachers rejoining the plan, there will be no change in status regarding Section 125 monies established during the preceding January.

After the School District has its annual audit, and the amount available to be transferred to the health Insurance Trust is determined, teachers receiving benefits under the District's health insurance program will be entitled to an additional Section 125 health allotment (beyond the \$500 allotted) of an amount equal to one-third (1/3) of the health insurance surplus available, divided by the total number of School District employee participants. This additional amount will be available beginning January 1 following the audit of the previous fiscal year.

11.9 The District will allocate up to a total (for all teachers) of \$10,000 per year to be distributed to teachers' tax deferred annuity accounts. For a teacher to receive this benefit:

1. A teacher must have (or create) an annuity plan in existence with payroll deductions made by the School District's business office by August 1 of each year.
2. A teacher must make a declaration by August 1 of the amount of his/her salary reduction to the annuity plan.
3. The teacher must maintain at least the amount declared in #2 above as a deduction throughout the school's fiscal year (May add more but not less).
4. The teacher must use one of the annuity plans established for payroll deduction in the School District as of August 1, 1995.

The District will determine the distribution of the \$10,000 benefit by dividing \$10,000 by the total amount declared by all teachers. The quotient will be the amount of distribution each teacher receives per dollar of annuity reduced from their salary.

11.10 The School District will provide each teacher employed by the District under the provisions of this master agreement with a \$20,000 term Life, Accidental Death and Dismemberment Insurance Policy.

11.11 If a teacher dies while under contract, the surviving spouse shall be granted full health insurance for the eighteen (18) months immediately succeeding the death of the teacher. Said benefits shall be the same as the District is providing for all regular employees.

11.12 Dental Insurance:

During the contract year 2000-2001, the Moultonborough School Board shall institute a Dental Plan. During the contract years 2010-2012 the Board shall pay 100% of the cost of the Dental Plan for single person and two person coverage.

Article XII

Miscellaneous Provisions

- 12.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.2 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.
- 12.3 Any individual contract (see Appendix A) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.
- 12.4 Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed, and 50 copies shall be presented to the Association for their distribution.

Article XIII

Notice Under Agreement

- 13.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Moultonborough School Board Chairperson, P.O. Box 419, Moultonborough, New Hampshire 03254.
- 13.2 Whenever written notice to the Moultonborough Teachers Association is provided for in this Agreement, such notice shall be addressed to the President of the Moultonborough School Staff Association at his/her then current address.
- 13.3 Either party, by written notice, may change the address at which future notices to it shall be given.

Article XIV

Duration

- 14.1.a All language and benefit provisions of this Agreement will be in effect as of August 1, 2010 and remain in full force and effect until July 31, 2012. No later than September 15th of 2011, the MSSA and the School Board will convene negotiations to determine provisions of a successor agreement.

Article XV

Signature Page

In witness WHEREOF the parties have executed this Agreement on this 13th day of April 2010, as of the date and year first written above.

Moultonborough School District

Moultonborough School Staff Association

By: _____
Mark Borrin, Chairperson

By: _____
Judy Kimball, President

Appendix A

YEAR ____ / TRACK ____

SCHOOL ADMINISTRATIVE UNIT NO. 45
PROFESSIONAL EMPLOYEE'S ANNUAL CONTRACT

The School Board of the School District of Moultonborough (hereinafter referred to as the Board) agrees to employ _____ (to whom the term Professional Employee hereinafter refers), who hereby agrees to serve as a Teacher in the public schools of said District from August 1, 2003 to July 31, 2004 at an annual salary of \$00,000, paid in 26 installments commencing on August 29, 2003.

1. The Professional Employee agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of the schools.
2. It is mutually agreed:
 - a. That the employment year is not to be in excess of 185 days devoted to school and educational work.
 - b. That the Professional Employee is qualified and certified by the State Board of Education to occupy the position for which he/she is being hired.
 - c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189, 13, 31, 32 and amendments, and this contract shall become void, subject to appeal, if the Professional Employee is removed by the Superintendent or if the Professional Employee's certificate, license or permit is revoked by the Commissioner of Education.
 - d. That the contract is void unless the Professional Employee holds a valid credential for the position for which he/she has been employed.
 - e. That the District may, without liability, terminate this contract prior to its expiration date if the Professional Employee fails to satisfactorily fulfill the staff development policies of the School Administrative Unit at any time throughout the school year.
 - f. That, except as provided in "c", "d", and "e", this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - g. That the District and the Professional Employee agree to be bound by all present and subsequent legislation made by the New Hampshire legislature, and all administrative rulings having the effect of law.
 - h. That the Professional Employee shall deliver an executed copy of this contract to the Superintendent's office no later than _____.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands.

Moultonborough School District

BY: _____
School Board Chairperson

BY: _____
Professional Employee

(The employment of Professional Employee should always be by written contract. This form should be used and executed in duplicate for use of the School Board and Professional Employee, and both shall be originals.)

Appendix B

Moultonborough School District
Dues Deduction Authorization Form

Name: _____
(Please print)

I hereby authorize the Moultonborough School District to withhold from my salary the following amounts for membership dues as follows:

_____ For membership in the Moultonborough School Staff Association, the sum of \$40.00 for the _____ school year,

and (check one)

_____ \$_____ for membership in NEA and NEA-New Hampshire (to consist of 15 deductions of \$_____ each).

_____ \$_____ for Associate membership in the MSSA (to consist of 15 deductions of \$_____ each).

_____ \$_____ for membership in NEA and NEA-New Hampshire (to consist of 15 deductions of \$_____ each).

Signature: _____

Date: _____

Appendix C

Grievance Report Form

Grievance No. _____ School District _____

To: _____
Name of Principal

Complete in triplicate with copies to:

- 1. Principal
- 2. Superintendent
- 3. Association

School: _____

Name of Grievant: _____

Date Filed: _____



Level A

Date of Grievance: _____

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

2. Relief Sought: _____

Signature

Date

3. Answer given by Principal: _____

Signature

Date

4. Position of Grievant: _____

Signature

Date

Level B

Date received by Superintendent: _____

Answer given by Superintendent: _____

Signature Date

Position of Grievant: _____

Signature Date



Level C

Date received by Board: _____

Answer given by Board: _____

Signature Date

Position of Grievant: _____

Signature Date



Level D

Date submitted to Advisory Arbitration: _____

Disposition of Arbitrator: _____

Signature Date

Appendix D

Moultonborough School District - 2010-2011 Salary Schedule

	Bachelor Track 1	B+15 Track 2	B+36/M Track 3	B+51/M+15 Track 4	B+66/M+30 Track 5
Step 1	34,333	35,533	36,733	37,733	39,011
Step 2	35,633	36,863	38,113	39,113	40,491
Step 3	36,993	38,193	39,493	40,493	41,971
Step 4	38,323	39,523	40,873	41,873	43,451
Step 5	39,653	40,853	42,253	43,253	44,931
Step 6	40,983	42,183	43,633	44,633	46,411
Step 7	42,313	43,513	45,013	46,013	47,891
Step 8	43,643	44,843	46,393	47,393	49,371
Step 9	44,973	46,173	47,773	48,773	50,851
Step 10	46,303	47,503	49,153	50,153	52,331
Step 11	47,633	48,833	50,533	51,533	53,811
Step 12	48,963	50,163	51,913	52,913	55,291
Step 13	50,293	51,493	53,293	54,293	56,771
Step 14	51,623	52,823	54,673	55,673	58,251
Off Step	250	250	550	600	700

Moultonborough School District - 2011-2012 Salary Schedule

	Bachelor Track 1	B+15 Track 2	B+36/M Track 3	B+51/M+15 Track 4	B+66/M+30 Track 5
Step 1	34,951	36,151	37,351	38,351	39,629
Step 2	36,281	37,501	38,731	39,731	41,109
Step 3	37,611	38,851	40,111	41,111	42,589
Step 4	38,941	40,201	41,491	42,491	44,069
Step 5	40,271	41,551	42,871	43,871	45,549
Step 6	41,601	42,901	44,251	45,251	47,029
Step 7	42,931	44,251	45,631	46,631	48,509
Step 8	44,261	45,601	47,011	48,011	49,989
Step 9	45,591	46,951	48,391	49,391	51,469
Step 10	46,921	48,301	49,771	50,771	52,949
Step 11	48,251	49,651	51,151	52,151	54,429
Step 12	49,581	51,001	52,531	53,531	55,909
Step 13	50,911	52,351	53,911	54,911	57,389
Step 14	52,241	53,701	55,291	56,291	58,869
Off Step	250	250	550	600	700

Article XV

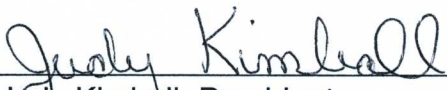
Signature Page

In witness WHEREOF the parties have executed this Agreement on this 13th day of April 2010, as of the date and year first written above.

Moultonborough School District

Moultonborough School Staff Association

By: 
Mark Borrin, Chairperson

By: 
Judy Kimball, President