COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MOULTONBOROUGH SCHOOL BOARD

AND

THE MOULTONBOROUGH SCHOOLS STAFF ASSOCIATION

****

August 1, 2019

to

July 31, 2022

Preamble

This agreement is made and entered into on 29 March 2019 by and between the Board, acting for the Moultonborough School District, and the Moultonborough Schools 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 Schools 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 Schools Staff Association, affiliated with NEA-NH, is recognized to represent any individual employed under this agreement 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 the final year that this contract is in force, either the Association or Board may, in writing, notify the other party of its desire to negotiate the terms and conditions of a successor 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 Subject to Board policy, the Association shall have the right to use school facilities and equipment, including mailboxes, intranet and internet, email, telephones, copiers, computers, and other electronic devices 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 4th payroll of the school year. If there are new members after the fourth payroll, arrangements will be made for new employee members.

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/coaching 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/ coaching process. In that regard, every effort should be made to encourage frequent administrative observation. It is acknowledged that the more frequently this takes place, the more effective the evaluation/supervision/coaching process will be.

5.1.A Teachers will receive feedback annually from a School District administrator through a series of mini-observations. Mini-observations are short (at least 10 minutes), frequent, and unannounced (randomized so as to get a representative sense of all the teacher's classroom work.) They are followed by face-to-face debrief chats and a brief summary sent electronically to the teacher. They will not occur during the first or last week of the school year, and no subsequent observation will occur until a post mini observation conversation has occurred. Observations of teacher performance throughout the year may include the many different contexts in which a teacher works, e.g., team meetings, professional development, parent contact, and other contributions to the school community, all of which factor into the District approved rubric. Rubrics should be used at most three times a year – beginning-of-the-year self-assessment and goal-setting, mid-year check-in (formative only), and end-of-the-year summative, with teacher input in the last two. Any written feedback used in a summative rubric document must be finalized following a post mini-observation meeting/conversation. Any performance issues identified in a contract year should be documented and received by the employee by June 30 of that school year.

Administrators are frequently in classrooms during any given school day; therefore, teachers should know when a classroom visit is a mini-observation. Immediately following a mini-observation, on the day that the mini-observation takes place, the teacher will be notified by email or a follow-up conversation that the visit was a mini-observation. Post mini-observation conversation/communications between administrator and teacher will take place within 5 school days of the observation.

Non-Tenured/Probationary Teachers: School District administration will conduct a minimum of four (4) mini-observations by December 1st. The administrator and teacher will complete and review the District rubric by December 15th. Feedback and recommendations will be given during the December review, which will be documented with the rubric. District administrator will conduct an additional four (4) mini- observations and complete the District rubric by March 31st. Notification of renewal/non-renewal will be by April 15th.

Continuing Contract Teachers in Years 1 and 2 of Certification Cycle: School District administration will conduct a minimum of four (4) mini-observations over the course of the school year. Two (2) mini-observations will occur by January 1st, and two (2) after. Teachers will complete a self-assessment using the District rubric and meet with administration by January 31st.

Continuing Contract Teachers in Year 3 of Certification Cycle: In addition to the observation steps followed in years 1 and 2 of the certification cycle, District administrators will complete a summative evaluation by June 1st using the District approved rubric. The teacher and administrator will meet for feedback and a summative conference.

In the case of a tenured/continuing contract teacher not meeting District competency standards, the teacher will develop plan by January 31st based on the competency standards identified as deficient using the District approved rubric. The plan will be established in collaboration with the teacher and administrator. 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.

Teachers shall have the opportunity to review all mini-observation documentation, mid-year and end-of-the-year rubrics. Such review shall be indicated by the teacher's signature on said document (signature by a teacher many not necessarily indicate agreement.) A teacher who is dissatisfied with the substance of an observation or summary document must meet with her/her administrator 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. 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 principal of the school where the complaint originated, or the superintendent's 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 investigator 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. 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 5 school days of the Superintendent's receipt of the written notice, his/her personnel file in the presence of the superintendent's designee. Teachers are entitled to have a representative of the MSSA accompany them during such a review. Upon request by the teacher, the superintendent's office shall provide one (1) free copy of any requested item. Upon inspection of his or her personnel file, if a teacher disagrees with any information contained in the file, he or she can request that information be removed from the file. If the superintendent and the teacher cannot agree to the removal or correction of information, the superintendent must provide within 10 school days in writing, his or her decision in regards to the teacher's request to remove or correct information.

A teacher dissatisfied with the Superintendent's decision may appeal to the School Board within 10 school days of receiving the Superintendent's decision. The School Board will make a determination within 45 school days of receiving the appeal. If the School Board does not support the removal or correction of the information, the teacher may submit a written statement explaining his or her version of the information with any supporting evidence. This will be kept in the personnel file and be included in any transmittal of the file to a third party.

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 renewal with reservation 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 stating the teacher will be non-renewed following the next year's contract if satisfactory improvement is not noted on previous deficiencies. The teacher will receive confirmation of non-renewal in writing by the Superintendent by April 1 of the teacher's final year of employment with MSD.

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. Any considerations by the school board for reduction in force shall be discussed by the Superintendent and the President of the Teacher's Association and then the teachers in the specific areas in which a position is being considered for elimination 10 school days prior to the first public budget meeting.

   The board will determine which areas to reduce and by how much. Areas are defined as:

   a. Classroom Teachers Grades PK-6
   b. Classroom Teachers Grades 7-12
   c. Unified Arts Teachers PK-12 (art, music, media specialist, physical education, health, family consumer science, technical, technology, and other designated unified arts teachers)
   d. Specialist Teachers Grades PK-12 (guidance counselor, nurse, speech & language therapist, occupational therapist, and content specialists)
   e. Special Education Teachers Grades PK-12

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. When the above factors are relatively equal in regards to the specific position, the least senior employee shall be subject to RIF. 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 two succeeding contractual years (e.g. a teacher who is released June 30 of one school year, shall have recall rights throughout the 2 succeeding school years.) 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.

f. If needed, the district shall pay the employer contribution up to three months beyond the contract of the employee's current health insurance for any member who is released from employment at no fault of his/her own.

Article VII

Teacher Employment

7.1 For the purpose of this Agreement, the period of service shall not exceed one hundred eighty-five days (185).Teaching days shall not exceed 180 days.

Not more than three of the in-service days will be held prior to the first day of school for students. No more than one in-service day will be held the day following the last day of school for students. During two in-service days held prior to the first day of school, teachers shall have one full or two half-days to prepare and plan without scheduled administrative meetings. Additional meeting time may be required of individuals who receive a stipend for additional responsibilities (i.e. department chairs, coaches). Use of in-service days will be determined by the Board with input from MSSA.

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 15 minutes before and 15 minutes after the school day. The school day is defined as 7 hours. Part-time teachers are to work with their building administrator to schedule their time, which will be consecutive blocks to coincide with the hours that students are available for instruction.

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 (this is not tutoring or tier 2 support,) and open house. Additional conferences with administrators or any other requests shall be mutually agreed upon. There will be no more than two faculty meetings per month, each no longer than one hour in duration. In extraordinary circumstances, the administration reserves the right to convene a meeting.

Chaperoning students while attending an overnight curriculum-based trip shall be compensated with $125/night, in addition to their regular salary. Such curriculum-based overnight trips will be clearly defined and approved by the Superintendent and School Board. Co-curricular trips are not considered curriculum-based trips.

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. Teachers may request lunch or recess duties in lieu of other assigned duties.

7.5 An amount of $1600 shall be provided by the school district for graduate courses, professional workshops, approved technology, and professional development activities. Up to $3100 will be provided if used solely for graduate courses. All professional development activities must be approved by the Superintendent. Reimbursement for

professional development activities shall be provided upon submission of receipts documenting the expenditure. Amounts will be prorated accordingly for teachers working less than full-time or less than a full year.

Five Hundred dollars ($500) of the $1600 may be approved for the purchase of technology that is not provided to the teacher by the district and is used to improve student performance, enhance instructional practice, and/or supports a teacher's learning plan. All technology requests will be approved by the building administrator, the Director of Technology, and the superintendent. Any specific type of technology purchase may not be made more often than every three years. Any money towards approved technology will be deducted from the $1600 or the $3100.

Staff who wish to carry over remaining professional development funds to the new fiscal year must make that request in writing by June 1st. Requests for reimbursement of the remaining funds must be submitted for reimbursement no later than September 30th of that new fiscal year.

7.6 The Association agrees to submit to the Administration for its consideration, suggestions for in-service 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 in-service 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.

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 (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.

Teachers will receive the master schedule including class enrollment numbers at least 2 weeks prior to students seeing their schedules whenever reasonably possible.

The intent is to afford all parties the opportunity to identify concerns such as equity of student load as well as potential solutions before students are involved.

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 Schools 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 shall be consulted prior to a recommendation for reassignment being made to the Board. Teachers being asked to teach a class with a new prep will be notified no later than 60 days prior to the beginning of that class whenever reasonably possible.

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, dependents and immediate family members as described in 8.2, 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 by September 10 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.

8.2 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/her designee. 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 Arrival/Parenthood Leave: In regard to matters related to leaves of absence for the purposes of child arrival and parenthood leave, the following categories shall apply:

a. Child Arrival: Per the FMLA and district policy, eligible employees may take up to 12 workweeks of FMLA leave for the birth of a child, to bond with the child within one year of birth, for the placement with the employee of a child for adoption or foster care and to bond with the newly placed child within 1 year of placement. The district will allow an employee to substitute paid leave in lieu of unpaid leave using sick leave and or personal leave. All conditions associated with this leave shall be in accordance with the FMLA, and district rules and regulations, as revised.

b. Parenthood 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. Parenthood leave is available only after the arrival of a child and may be requested to commence beginning the first day after a teacher's child arrival leave ends. All parenthood leave is unpaid.

   To secure a parenthood leave, a teacher must provide written notification to the Superintendent thirty (30) days prior to commencement of the leave. This leave may be modified by the teacher engaged in said leave with two weeks notice.

   A teacher may have up to 12 months unpaid leave.

   Any teacher requesting such a leave will be expected to return to a position for which he/she is qualified.

   It is agreed by the parties if a teacher taking parenthood leave wishes, said teacher may continue hospital and medical insurance coverage under the plan then covering the 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.

   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 parenthood leave after the birth of a 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 child arrival leave period of said teacher. If the teacher agrees, said teacher would be assigned parenthood 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 25 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 2019 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.

Salaries shall be paid based upon 22 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: Extra-curricular Activities: Stipend amounts for extra-curricular activities will be determined on the basis of factors. One factor is equivalent to 10 hours of work above the regular school day. 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 prep time, 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 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.

Activities will be compensated as follows:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Definition	Up to 2.5 factors	Up to 3.5 factors	Up to 4.5 factors	Up to 6.5 factors	Up to 8.5 factors	More than 8.5 factors
Compensation (Y1)	$550	$850	$1100	$1400	$1700	$3100
Compensation (Y2)	$575	$875	$1125	$1425	$1725	$3125
Compensation (Y3)	$600	$900	$1150	$1450	$1750	$3150

Any current extra curricular advisor who is compensated at a level above the threshold given above, shall remain at their current level of compensation so long as they continue in that role.

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).

Summer Curriculum Days: The rate of pay for each additional summer curriculum 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 curriculum days will be based on the preceding school year's salary schedule. These are non-instructional days during the summer on which teachers are not instructing students. The length of a summer curriculum day is 8 hours.

Summer Instructional Days: The rate of each additional summer instructional day will be 185th of the track and step the teacher is on based on the preceding school year's salary schedule. These are instructional days during the summer on which teachers are providing direct instruction to students.

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 complete 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 Retirement:

a. Retirement Stipend: In recognition of service to the Moultonborough School District, a teacher retiring from the Moultonborough School District, who will be eligible for benefits from New Hampshire Retirement System and is at least 55 years of age, 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 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. Sick Days: 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.

c. Teacher will receive a stipend as part of final compensation. Payment shall be made

in July following their retirement in June, prior to the NHRS deadline.

d. For the 2019-20, 2020-21, and 2021-22 school years, a teacher with twenty (20) or more years of service in the Moultonborough School District, upon retirement from employment with the School District, shall be eligible for 100% district-paid health insurance at the level of a single Lumenos plan for two years, or until age 65, whichever comes first. Any difference in cost between the single Lumenos plan and the retiree's desired plan will be the responsibility of the retiree. At the end of eligibility, the retiree may continue coverage at their expense.

10.7 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 For the duration of the current CBA, the District will provide several health insurance plan options through the Health Trust. No changes can be made in options available or insurance carriers without the mutual consent of the Board and the Association.

During the course of this agreement, either party can initiate a joint labor/management committee to examine options to current health insurance plans with the goal of identifying options that offer equal or better coverage at a savings to both the District and the employee. Recommendations will be made to the Board and MSSA negotiations teams and must be ratified by both parties. Any agreement so ratified and approved shall become effective during the term of this agreement at the agreed upon date.

a) Access Blue Site of Service (ABSOS 25/50/3KDED)
The District pays 99% of the premium for single person, two-person, and family plans. The District also pays the first $2000 of the deductible for a single person plan, the first $7200 of the deductible for a two-person plan, and the first $7000 of the deductible for the family plan.

Reimbursement for deductibles will be handled as follows:
1. Explanation of benefits statements are presented to the SAU verifying denial of claims because deductible has not been met.
2. The School District will not reimburse for amounts that exceed the maximum allowable charges or services not covered by the insurer.
3. Disbursements for claims will be made once each month and will be paid to teachers who will be responsible for paying the service provider.

b) Lumenos 2500 with the District contributing to a Health Savings Account (HSA). Employee may also contribute to this HSA. Total contributions should not exceed IRS limits.
The District pays an HSA contribution of $1200 for a single person plan and 95% of the premium; for a 2-person or family plan, the district pays an HSA contribution of $2400 and 90% of the additional 2-person or family premium over and above the single person plan, in addition to the district contribution to the single plan.

c) Access Blue 10IPDED (RX 10/20/30)
The District pays 90% of the premium for a single person plan; 87.5% of the additional cost over and above the cost of the single person plan for two-person or family plans.

The health insurance plan options for years two and three (2017-2019) will be as follows:

d) Access Blue Site of Service (ABSOS 25/50/3KDED)
The District pays 99% of the premium for single person, two-person, and family plans. The District also pays the first $2000 of the deductible for a single person plan, the first $7200 of the deductible for a two-person plan, and the first $7000 of the deductible for the family plan.

Reimbursement for deductibles will be handled as follows:
1. Explanation of benefits statements are presented to the SAU verifying denial of

claims because deductible has not been met.

2. The School District will not reimburse for amounts, which exceed the maximum allowable charges or services not covered by the insurer.
3. Disbursements for claims will be made once each month and will be paid to teachers who will be responsible for paying the service provider.

e) Lumenos 2500 with the District and employee contributing to a Health Savings Account (HSA). Employee may also contribute to this HSA. Total contributions should not exceed IRS limits.
The District pays an HSA contribution of $1200 for a single person plan and 95% of the premium; for a 2-person or family plan, the district pays an HSA contribution of $2400 and 90% of the additional 2-person or family premium over and above the single person plan, in addition to the district contribution to the single plan.

f) Access Blue 10IPDED (RX 10/20/30)
For a single plan, the District pays 90% of the premium; for a 2-person or family plan, the district pays 87.5% of the additional 2-person or family premium over and above the single person plan, in addition to the district contribution to the single plan.

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. Concerning RIFs and retirements, see articles VI & X.

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 To obtain reimbursement of the deductible as described in 11.1, teachers must submit verifiable receipts or Anthem 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. From their salary, teachers may annually designate up to maximum amount allowable under Internal Revenue Code (IRC) §125 for the purpose of paying out of pocket dependent care expenses and out of pocket medical expenses. Individuals may set up two IRC §125 funds, one for medical expenses and one for dependent care expenses. By IRC §125, for a married couple who file separately, each such person's dependent

care contribution may not exceed half of the allowable amount; and for a married couple filing a joint return as well as for single individuals, the dependent care contribution may not exceed the allowable amount. In the case of dependent care funds, current claims cannot exceed current employee contributions.

11.7 A Four Thousand Dollar ($4000) allowance will be allotted to eligible teachers who do not choose to enroll in the School District's health insurance plan paid in two equal installments (November and April). 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.

11.8 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.

11.9 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.

11.10 If a teacher dies while under contract, the surviving spouse and dependents covered at the time of death shall be granted full health insurance under the policy in effect at the time of death, fully paid by the district, for the twelve (12) months immediately succeeding the death of the teacher. Said benefits shall be the same as the District was providing for the decedent.

11.11 <u>Dental Insurance</u>: During the contract year 2000-2001, the Moultonborough School Board shall institute a Dental Plan. For the duration of this contract, the Board shall pay 100% of the cost of the Dental Plan for single person and two-person plan and 75% of the cost for family 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 distributed electronically, within thirty (30) days after the Agreement is signed, to all members covered under the CBA.

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 Schools 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, and remain in full force and effect until July 31, 2022. No later than September 15th of 2022, 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 as of the date and year first written above.

Moultonborough School Board

Moultonborough Schools Staff Association

Appendix A

Moultonborough School District SAU 45

20____ - 20_____

Professional Employees Annual Contract

NAME _____

The School Board of the School District of Moultonborough (hereinafter referred to as the Board) agrees to employ the above listed person (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, 20_____to July 31, 20_____ at an annual salary listed below

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 August _____, 20____.

Position Information

Position: Teacher Amount:

$_____

FTE:

Type: Contract

Salary Sch: Teacher Track ___ Step ___

Total Amount:

$_____

I choose the following payment method which shall remain in force for the duration of the school year

_____22 equal payments

_____21 equal payments with the 22nd pay equivalent to five regular pays (balloon)

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

Employee Date School Board Chair Date

Appendix B

Moultonborough School
District Dues Deduction
Authorization Form

Name:

_____
(Please print)

I hereby authorize the Moultonborough School District to withhold from my salary (20X – 20XX) the following amounts for member ship dues as follows:

_____ $_____ for membership in ***NEA and NEA-New Hampshire***
$_____ for membership in the *Moultonborough Schools Staff Association* ($_____), to consist of 16 deduction of $_____.

_____ $_____ for individuals on Step 1 membership in ***NEA and NEA-New Hampshire***. $_____ for membership in the *Moultonborough Schools Staff Association* ($_____), to consist of 16 deduction of $_____.

_____ $_____ for individuals on Step 2 membership in ***NEA and NEA-New Hampshire***. $_____ for membership in the *Moultonborough Schools Staff Association* ($_____), to consist of 16 deduction of $_____.

_____ $_____ for half-time employee membership in ***NEA and NEA-New Hampshire***. $_____ for membership in the *Moultonborough Schools Staff Association* ($_____), to consist of 16 deduction of $_____.

Signature: _____

Date: _____

Return to _____ at MCS or _____ at MA by Wednesday, September _____, 20_____

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

Year 1 Salary Schedule, 2019 – 2020

	B	B+15	B+36/M	B+51/M+15	B+66/M+30
19-20	Track	Track	Track	Track	Track
Step	1	2	3	4	5
1	37,763	38,883	40,051	41,218	42,418
2	39,340	40,477	41,751	42,950	44,205
3	40,929	42,082	43,465	44,695	46,004
4	42,526	43,696	45,188	46,448	47,814
5	44,128	45,315	46,915	48,207	49,628
6	45,731	46,933	48,645	49,967	51,445
7	47,331	48,548	50,370	51,724	53,256
8	48,923	50,155	52,088	53,472	55,061
9	50,504	51,750	53,794	55,207	56,851
10	52,067	53,327	55,482	56,924	58,623
11	53,811	55,085	57,350	58,820	60,573
12	55,350	56,637	59,010	60,509	62,315
13	56,861	58,159	60,640	62,167	64,025
14	58,339	59,648	62,236	63,789	65,699
15	58,655	59,964	62,835	64,427	66,436
16	59,314	60,623	63,774	65,406	67,513
17	59,579	60,888	64,315	65,985	68,188
18	59,806	61,111	64,815	66,521	68,819
19	59,995	61,298	65,273	67,014	69,406
20	60,146	61,446	65,688	67,464	69,947
21	60,787	62,083	66,588	68,398	70,970
22	60,895	62,185	66,950	68,791	71,450
23	60,971	62,255	67,276	69,147	71,891
24	61,019	62,297	67,567	69,468	72,296
25	61,060	62,313	67,828	69,757	72,666
26	61,099	62,305	68,061	70,018	73,005
27	61,136	62,279	68,272	70,255	73,319
28	61,172	62,238	68,462	70,470	73,611
29	61,206	62,186	68,638	70,672	73,885
30	61,273	62,516	69,234	71,305	74,613
31	61,604	62,845	69,829	71,938	75,339
32	61,934	63,176	70,426	72,571	76,066
33	62,264	63,506	71,022	73,204	76,792
34	62,594	63,836	71,617	73,837	77,518
35	62,924	64,166	72,213	74,470	78,244
36	63,253	64,496	72,808	75,103	78,970
37	63,583	64,826	73,403	75,736	79,696
38	63,912	65,154	73,998	76,368	80,421
39	64,242	65,484	74,594	77,001	81,147
40	64,571	65,814	75,188	77,633	81,872
41	64,901	66,143	75,783	78,265	82,598
42	65,230	66,473	76,378	78,897	83,322
43	65,559	66,802	76,972	79,528	84,047

Appendix D

Year 2 Salary Schedule, 2020 – 2021

20-21	B Track	B+15 Track	B+36/M Track	B+51/M+15 Track	B+66/M+30 Track
Step	1	2	3	4	5
1	38,195	39,247	40,399	41,504	42,651
2	39,791	40,859	42,117	43,251	44,452
3	41,397	42,481	43,846	45,011	46,265
4	43,011	44,109	45,583	46,777	48,085
5	44,627	45,742	47,322	48,546	49,909
6	46,243	47,372	49,061	50,315	51,732
7	47,853	48,996	50,795	52,078	53,549
8	49,454	50,611	52,519	53,832	55,357
9	51,042	52,213	54,229	55,570	57,148
10	52,612	53,796	55,920	57,289	58,920
11	54,358	55,554	57,787	59,183	60,866
12	55,900	57,108	59,447	60,869	62,605
13	57,411	58,630	61,074	62,524	64,309
14	58,888	60,118	62,667	64,141	65,976
15	59,230	60,460	63,276	64,788	66,717
16	59,910	61,140	64,220	65,770	67,792
17	60,201	61,430	64,771	66,357	68,469
18	60,452	61,679	65,281	66,901	69,102
19	60,666	61,890	65,748	67,401	69,691
20	60,842	62,064	66,173	67,858	70,234
21	61,500	62,717	67,074	68,791	71,251
22	61,631	62,844	67,444	69,192	71,734
23	61,731	62,938	67,778	69,555	72,176
24	61,802	63,004	68,079	69,883	72,583
25	61,865	63,044	68,348	70,179	72,955
26	61,925	63,060	68,590	70,447	73,298
27	61,981	63,058	68,810	70,691	73,614
28	62,034	63,040	69,009	70,914	73,908
29	62,084	63,012	69,193	71,123	74,186
30	62,192	63,262	69,792	71,756	74,906
31	62,542	63,711	70,388	72,387	75,625
32	62,892	64,061	70,985	73,019	76,343
33	63,240	64,410	71,581	73,649	77,060
34	63,589	64,758	72,176	74,279	77,777
35	63,937	65,106	72,770	74,908	78,492
36	64,283	65,454	73,364	75,536	79,207
37	64,631	65,801	73,956	76,164	79,921
38	64,977	66,147	74,548	76,790	80,633
39	65,323	66,493	75,140	77,416	81,345
40	65,669	66,839	75,729	78,041	82,055
41	66,014	67,184	76,319	78,665	82,765
42	66,359	67,529	76,908	79,288	83,474
43	66,703	67,874	77,496	79,910	84,182

Appendix D

Year 3 Salary Schedule, 2021 – 2022

21-22	B Track	B+15 Track	B+36/M Track	B+51/M+15 Track	B+66/M+30 Track
Step	1	2	3	4	5
1	38,716	39,719	40,932	42,001	43,136
2	40,324	41,343	42,662	43,761	44,949
3	41,941	42,974	44,402	45,530	46,771
4	43,562	44,610	46,146	47,304	48,599
5	45,185	46,247	47,891	49,078	50,427
6	46,804	47,881	49,634	50,850	52,252
7	48,416	49,506	51,369	52,614	54,069
8	50,017	51,121	53,093	54,366	55,875
9	51,603	52,720	54,800	56,101	57,662
10	53,168	54,297	56,486	57,815	59,428
11	54,906	56,046	58,343	59,698	61,363
12	56,439	57,591	59,994	61,375	63,091
13	57,941	59,104	61,612	63,019	64,783
14	59,408	60,580	63,192	64,624	66,438
15	59,768	60,941	63,809	65,276	67,180
16	60,460	61,633	64,754	66,257	68,249
17	60,768	61,941	65,311	66,849	68,928
18	61,038	62,208	65,827	67,398	69,562
19	61,271	62,438	66,301	67,904	70,153
20	61,465	62,631	66,733	68,367	70,698
21	62,130	63,292	67,630	69,294	71,705
22	62,280	63,437	68,007	69,700	72,189
23	62,397	63,550	68,347	70,068	72,633
24	62,487	63,635	68,655	70,402	73,042
25	62,568	63,694	68,932	70,705	73,417
26	62,643	63,730	69,181	70,979	73,762
27	62,713	63,747	69,408	71,230	74,081
28	62,780	63,749	69,615	71,460	74,379
29	62,844	63,740	69,807	71,675	74,659
30	62,983	64,102	70,403	72,303	75,370
31	63,344	64,462	70,906	72,929	76,078
32	63,704	64,823	71,589	73,554	76,785
33	64,063	65,182	72,180	74,178	77,490
34	64,421	65,541	72,768	74,800	78,193
35	64,778	65,898	73,356	75,420	78,894
36	65,134	66,255	73,943	76,039	79,594
37	65,489	66,610	74,527	76,656	80,292
38	65,844	66,964	75,110	77,272	80,987
39	66,197	67,318	75,692	77,886	81,681
40	66,550	67,671	76,272	78,498	82,373
41	66,901	68,023	76,850	79,109	83,064
42	67,252	68,374	77,428	79,718	83,752
43	67,601	68,724	78,003	80,325	84,439

Appendix E
Health Insurance Options

AGREED UPON	ABSOS25/50/3KDED		
PROPOSAL	Single	Pair	Family
Monthly	$352.82	$705.65	$952.62
Yearly	$4,233.84	$8,467.80	$11,431.44
Total	**$4,233.84**	**$8,467.80**	**$11,431.44**
Dist	**$4,191.50**	**$8,383.12**	**$11,317.13**
Employee	$42.34	$84.68	$114.31
Deductible paid by district	$2,000.00	$7,200.00	$7,000.00
Proposed District Max	**$6,233.84**	**$15,667.80**	**$18,431.44**

AGREED UPON	AB10IPDED - RX 10/20/30		
PROPOSAL	Single	Pair	Family
Monthly	$642.35	$1,284.70	$1,734.34
Yearly	$7,708.20	$15,416.40	$20,812.08
Total	**$7,708.20**	**$15,416.40**	**$20,812.08**
Dist	$6,937.38	$14,356.52	**$19,077.74**
Employee	$770.82	$1,059.88	$1,734.34

AGREED UPON	Humenos 2500		
PROPOSAL	Single	Pair	Family
Monthly	$491.28	$982.55	$1,326.44
Yearly	$5,895.36	$11,790.60	$15,917.28
HSA	$1,200.00	$2,400.00	$2,400.00
Total	$7,095.36	$14,190.60	$18,317.28
Dist	$6,800.59	$13,571.60	$17,285.61
Employee	$294.77	$619.00	$1,031.67