

Master Agreement

Between

**Prospect Mountain Teachers'
Association**

and

Prospect Mountain School Board

*Effective: July 1, 2015
Through
June 30, 2017*

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PROSPECT MOUNTAIN HIGH SCHOOL

OVERVIEW

This agreement is entered into in order to foster harmonious, open, and cooperative relations between the Prospect Mountain School Board and those persons represented by the Prospect Mountain Teachers' Association.

It is the further purpose of this agreement to assure the orderly operation of Prospect Mountain High School and to provide conditions of employment that shall include:

- a) Proper facilities and equipment for students and teachers alike,
- b) Avoidance of discriminatory treatment, coercion, reprisal against or interference with teachers in the performance of their duties.

ARTICLE I RECOGNITION AND DEFINITIONS

1.1 RECOGNITION:

The Prospect Mountain School Board (hereinafter called the "Board") recognizes the Prospect Mountain Teachers' Association, affiliated with NEA/NH, (hereinafter called the "Association") as the exclusive representative, in accordance with RSA 273-A, for all full-time and part-time teachers, library media generalist, occupational therapists, curriculum leaders and department chairs of the Prospect Mountain High School, excluding all others including but not limited to, principal, assistant principal, guidance counselor, nurse, secretaries, paraprofessionals, custodians, and school lunch personnel. The Association will represent equally all those for whom it has been so certified as the representative without discrimination or without regard to membership in the Association.

Nothing contained herein shall be construed to deny any individual's rights guaranteed them under applicable State and/or Federal laws.

1.2 DEFINITIONS:

As used in this agreement the term "Teachers" shall refer to all those certified to be represented by the Association in accordance with RSA 273-A. The term "Board" shall refer to the Prospect Mountain School Board.

The term "Association" shall refer to the Prospect Mountain Teachers' Association, affiliated with NEA/NH.

The term "Parties" shall refer to the Board and the Association.

The term "Principal" shall refer to the Principal of the Prospect Mountain High School.

The term "Association Representative" shall refer to the duly designated representative of the Association.

Teachers who are employed less than full-time shall have all benefits prorated based on their full time equivalent percentage.

ARTICLE II WORKING CONDITIONS

2.1 WORKING CONDITIONS:

2.1.1 Teachers will ordinarily be expected to report twenty (20) minutes before the A.M. warning bell and they will remain thirty (30) minutes beyond the school day, except whenever additional time is required to carry out their professional obligations. Unless notified by 10:00 A.M. by the Principal, teachers may leave after the buses have left on Fridays and the day preceding a holiday. As professionals, teachers will devote the time necessary to accomplish their duties. Said duties may include evening events which pertain to subject/grade assignment. The Association agrees that an employees' day is not necessarily coterminous with that of the pupil.

2.1.2 As part of their professional responsibilities, teachers may be required to remain after the dismissal of students for a period of time, generally not to exceed one hour after students are dismissed, to attend departmental, school, staff meetings, or conferences with the administration. Every consideration will be given to limit the number of scheduled meetings to four (4) per month. Teachers will be notified except in emergency situations of such meetings and the general subject matter at least forty-eight (48) hours in advance of the meeting.

2.1.3 Teachers are expected to obligate the time needed to carry out their professional obligations to the students and parents. This obligation shall include the following three scheduled evening events Graduation, Academic Fair, and Open House. However, a twenty-four (24) hour notice will be required of a parent, whenever practicable, in order to schedule an appointment after school with a teacher. For 2015-2016 and 2016-17 school years, the school calendar shall consist of a maximum of one hundred eighty two (182) instructional days plus three (3) days to be determined by the building principal.

2.1.4 In preparation for presenting a proposed school calendar to the Board for approval, the Superintendent, or designee, will meet with a designated representative of the Association in order to have input from the professional staff. The Association acknowledges that the final responsibility for determining the school calendar rests with the Board.

2.1.5 Schedule Committee

A joint committee shall form for the purpose of researching options to modify the master schedule. The joint committee shall be comprised of five (5) members of the Association, the principal, guidance director, two board members (one from Alton, one from Barnstead), and the superintendent. The Association and the Board reserve the right to substitute any of their team at their discretion. The committee shall be prepared to present their findings and recommendations to the Board and the Association by November 15, 2015. This is a non-compensated committee.

2.1.6 Teachers shall have a minimum of three school days following the closing of the first three academic terms before they are required to submit their grades.

2.2 LUNCH AND PREPARATION

2.2.1 Except in emergency situations, teachers shall have a duty-free, uninterrupted lunch period of at least thirty (30) minutes for lunch each day.

2.2.2 All fulltime teachers shall have two 50 minute uninterrupted preparation periods per school day for three quarters of the school year. All full time teachers shall have a least one 50 minute uninterrupted preparation period per school day for the remaining quarter of the school year.

ARTICLE III TRANSFERS, ASSIGNMENTS, REASSIGNMENTS, LAYOFFS AND RE-EMPLOYMENT

3.1 Information regarding vacancies will be posted in the teachers' room when the vacancies occur.

3.2 Teachers who desire a change in employment position for the next school year shall file a written statement with the Principal no later than ten working days after their signed contract has been submitted for the following school year and/or after the posting of an available position. Said statement shall include the position, grade and/or subject to which the teacher requests reassignment, in order of preference. In making his/her recommendation, the Superintendent shall consider among other factors deemed relevant, the teacher's qualifications and system wide balance of experience and inexperience. The final decision pertaining to a teacher's assignment shall be that of the Board, upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the teacher involved.

3.3 In the event of a change of assignment, every effort shall be made to so inform the teacher before the end of the school year, but in no case later than August 1. In the event of a change of assignment and upon the request of the teacher, a consultation with the Superintendent or his/her designee shall be held.

3.4.1 LAY-OFFS:

If the Board determines it necessary to decrease the number of teachers or eliminate any position, the Board may lay off the necessary number of teachers within the affected departments or subject areas within a department, if applicable, as follows:

- 1) The Board will first attempt to reduce the necessary positions through retirements or resignations;
- 2) The Board will next layoff those teachers who are not certified or are not Highly Qualified Teachers;
- 3) If it is still necessary to reduce additional positions, the Board will layoff teachers in the inverse order of their seniority.

When determining seniority, years at both Prospect Mountain High School and Alton Central will be counted ("District Service"). No teacher may be prevented from securing other employment during the period the teacher is laid off under this Article.

If teaching positions become available within eighteen (18) months of a layoff, laid off teachers shall be recalled in the inverse order of their being laid off provided the teacher is certified and highly qualified to teach the available position. If two or more teachers have the same date of hire, the date the signed contract of employment was received in the Superintendent's Office shall determine seniority.

Recall rights shall be limited as follows:

- A. They shall exist for eighteen (18) months following the date of layoff;
- B. The laid off teacher must notify the SAU office of any change in address;
- C. The laid off teacher must inform the SAU office of any change in his/her areas of certification;
- D. A teacher who is provided notice of recall shall have ten (10) days to notify the SAU office of the teacher's acceptance of the position. If the teacher does not respond within said ten (10) days, the teacher will lose all rights to recall.

A teacher who is recalled within eighteen (18) months of layoff shall be credited with his/her previous years of service.

3.4.2 RE-EMPLOYMENT:

In the subsequent event of expanded or additional programs, those persons who have been laid off will be given the opportunity to be rehired for the reopened positions, provided they are certified for the position available.

ARTICLE IV CERTIFICATION, SUBSTITUTES AND PROFESSIONAL IMPROVEMENT

4.1 CERTIFICATION:

Teachers shall be certified by the New Hampshire Department of Education or granted a waiver by the State Department of Education. Teachers shall be assigned on a full time basis to teach only in those areas for which they are certified.

4.2 SUBSTITUTES:

Every effort shall be made to provide substitute teachers for all classroom teachers when they are absent from school. Only in emergency situations will teachers be asked to serve as substitutes. If a teacher does substitute for another staff member, he/she will be reimbursed 1/7 of the current substitute pay for each period covered.

4.3 PROFESSIONAL IMPROVEMENT:

4.3.1 The Board agrees to pay an amount not less than \$2,000.00 for each teacher for professional improvement. The Board will pay, in advance, the full tuition costs and laboratory fees to a maximum of \$2,000.00 per teacher per year for courses, workshops, seminars approved in advance by the Superintendent or his designee. The professional development year shall be July 1 to June 30.

The Board will only pay lodging/travel expenses for conferences/workshops that require traveling fifty (50) miles or more from the teacher's residence. The Board will reimburse mileage to and from conferences/workshops at the standard IRS rate.

4.3.2 All courses, which it is the intent of the teacher to use for salary incrementation, shall be submitted to the Superintendent for approval. The Board shall be under no obligation to grant salary credit for any course that has not been approved.

4.3.3 Approvable courses shall be graduate-level courses and shall be either subject matter or professional education courses, which relate to the teacher's assignment or undergraduate courses in technology for the purpose of professional improvement. Courses presented for approval should have a specific description. Official transcripts or credentials from the institution at which courses were taken indicating successful completion must be presented for salary track movement.

For those applying for the Master's Degree Schedule, it will be necessary only to submit to the Superintendent certification from an approved institute to the awarding of the degree. An approved institution shall mean one, which is, approved either by the Regional

Association of Colleges and Secondary Schools and/or by the State Board of Higher Education. Salary track movement will be allowed only once per fiscal year. The salary increase will become effective at the start of the following contract year.

4.3.4 If a teacher does not complete the course or fails to make a grade of (B) or better, he/she will have the amount that was paid in advance, deducted from his/her last check. Written authorization will be given to the Board to deduct the difference from the teacher's last paycheck.

4.3.5 Courses/workshops approved and begun prior to June 30 must be paid with professional development funds remaining from the current school year's allotment. Courses/workshops approved and begun after July 1 must be paid from that school year's allotment. It is mutually understood that if a teacher uses funds from July 1 to the start of school, that teacher will remain at Prospect Mountain High School through completion of the school year. If the teacher seeks to be released from the contract, the Board reserves the right to hold the teacher to the signed contract until reimbursement has been made for funds paid in advance.

4.3.6 All funds not encumbered by June 30 of the contract year will be returned to the school district.

4.3.7 The Superintendent or his designee shall, in the first instance, exercise judgment under the provisions of this section and said judgment shall be subject to direct appeal to the Board. The Board's judgment shall be final and not subject to the grievance procedure of this agreement.

4.3.8 Teachers may use professional development monies to pay for recertification costs and fees.

ARTICLE V EVALUATIONS AND TEACHERS' FILES

5.1 EVALUATIONS:

5.1.1 The purpose of observations and evaluations is to help the teacher, thus all observations and evaluations shall be made in accordance with the evaluation procedure established by the Board with input from the Teachers Association. All observations of teachers for the purpose of evaluation shall be conducted in person and with the full knowledge of the teacher. The teacher shall have the right to append remarks to the formal report within two (2) days of its receipt and any and all such remarks shall be included in the teacher's file. No evaluation report shall be included in the teacher's file, be sent to the central administration, or otherwise acted upon without the teacher having been given an opportunity to review such evaluation.

5.2 TEACHER'S FILES:

5.2.1 No material referring to a teacher's conduct, service, character or personality shall be placed in the files unless such teacher is knowledgeable of the material and is given a dated copy.

5.2.2 Upon request, teachers shall be given access to their individual files with reasonable notice during regular business hours. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in their individual file at the expense of the teacher. No material will be removed prior to the teacher's inspection of their individual file. Material will be removed from the files and destroyed by mutual consent of the teacher and the person responsible for the information, or when a teacher's claim that it is inaccurate, untrue, or unproven is sustained, pursuant to the grievance procedure. Teachers shall have the right to attach an explanation or rebuttal to any material that they believe is unfavorable to them.

5.3 EMPLOYMENT:

Preparation and years of experience for newly employed or re-instated teachers shall be computed by the Superintendent and the Board for placement on the salary schedule. Candidates for new employment will be shown a current salary schedule prior to employment. The district shall provide the Association president or designee a copy of a "Personnel Information Sheet" for each new hire by September 30 of each school year.

5.4 TRANSPORTING CHILDREN:

Teachers will not, except under emergency situations, be expected to transport children with the exception of teachers having the duty of transporting students as part of their normal assignment.

5.5 NOTICES AND ANNOUNCEMENTS:

All official school notices and announcements will be posted on a designated bulletin board or distributed to each individual teacher in the building.

5.6 DISCIPLINARY ACTION:

5.6.1 No teacher will be suspended, disciplined, officially reprimanded, reduced in rank or compensation without just cause. Non-renewal and discharge of teachers shall be in accordance with prevailing State Educational Statutes.

5.6.2 Both parties shall have the right to representation at every formal stage of any disciplinary proceeding or action.

5.6.3 Nothing in this contract shall be construed to deprive a teacher, the Association, or the Board of their rights under the law.

ARTICLE VI LEAVE PROVISIONS WITH PAY

Teachers will be entitled to temporary leaves of absences from school with full pay as herein set forth:

6.1 SICK LEAVE:

Sick leave will accumulate at the rate of 1.5 days per calendar month, September through June, cumulative to one hundred ten (110) days. Any accumulation of sick leave days, which present Alton teachers have at the effective day of this agreement, shall be retained.

6.1.1 The employee will provide satisfactory evidence of illness when absence under the sick leave provision of this contract exceeds five (5) consecutive workdays. It shall be the right of the Superintendent to require verification of illness. No action shall lie against the Superintendent, at law or by virtue of grievance, for the Superintendent's exercise of such right.

6.2 EMERGENCY DAYS:

Up to two (2) emergency days during a school year for uncontrollable emergency situations, subject to the approval of the Superintendent or his designee.

6.3 PERSONAL DAYS:

Up to three (3) days personal leave during a school year at the recommendation of the principal and approval of the Superintendent or his designee. Such requests shall be submitted in writing at least one (1) week in advance. Personal leave will be limited to legal matters, business transactions, or personal household or family matters that require the teacher to be absent during the school hours. The teacher will not be required to give specific reasons when requesting personal leave; however, in using personal leave, the teacher assures the Board that the reason for which personal leave is being taken cannot be accommodated on a non-school day. The granting of personal leave during the first two and last two weeks of the school year and immediately preceding and following vacations

or holidays will be considered only under emergency circumstances with reasons submitted to the Superintendent.

6.4 PROFESSIONAL LEAVE:

Absence with full pay will be allowed for three (3) days leave approved in advance by the Superintendent or his designee for educational meetings and conferences or for trips involving school business. All requests for such absences will be made in writing at least one (1) week in advance, when practicable, to the principal and if recommended, will be submitted to the Superintendent for approval. The number of absences allowable for professional leave is a value judgment on the part of the Superintendent or Principal and is not subject to appeal, but is subject to budget limitations.

6.5 SICK LEAVE BANK

6.5.1 The Board agrees to establish a sick leave bank to cover teachers starting the second consecutive year of teaching at Prospect Mountain High School in the event of long-term illness. The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the President, hereinafter called the Administrative Committee. Each member shall serve for one (1) year and until a successor shall be appointed. The Administrative Committee shall meet as needed. A majority of the members shall constitute a quorum and a majority vote of those present and voting shall decide all questions. Each teacher starting the second consecutive year of teaching at Prospect Mountain High School wishing to be covered agrees in writing to donate one (1) or two (2) days each year from the fifteen (15) that are allowed to accrue in a one-year period to be deposited in said bank; such days to be deducted from the teacher's accumulated sick leave. Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period and days contributed to the bank shall not accrue in excess of one hundred (100) days. A member shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided the member has exhausted all accrued sick leave. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and Approval by said Committee, the Committee shall forward its recommendation to the Superintendent. Upon recommendation of the Superintendent and approval of the Board, a member may be granted up to twenty-five (25) days in addition to regular sick leave. During such additional sick leave, any and all benefits normally provided a teacher shall continue.

6.5.2 Guidelines for application by a member to the sick leave bank shall be determined by the Administrative Committee and published by said Committee.

6.6 SABBATICAL LEAVE:

Upon successful completion of six years of experience at Prospect Mountain High School, a teacher may apply for a year's leave of absence with one-half the pay of a first year teacher with a BA or BS Degree and no teaching experience and no credits beyond the BA Degree. Such leave will be granted only if the teacher can prepare a work product that can be used to confer some substantive educational benefit to the student body or to the school system. An outline of the proposed work product must be submitted to the superintendent for approval prior to the granting of the sabbatical.

A teacher who has qualified for a sabbatical, must apply to the Board -- through the Superintendent of Schools -- before December 1st of the school year preceding the proposed sabbatical. If a sabbatical is granted, and in return for such leave, the teacher must agree in writing to return to Prospect Mountain High School for one year of service in an assignment comparable to the one held prior to the sabbatical. The written agreement between the teacher and the Board will include the foregoing conditions as well as a provision for liquidated damages in twice the amount of the sabbatical pay if the teacher requests a release from the one-year post-sabbatical provision.

6.7 BEREAVEMENT LEAVE:

Employees shall be eligible for up to five (5) days of paid bereavement leave in the event of each death of an immediate family member as follows: spouse, significant other, children, parents or parents in kind, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sister.

6.8 The Association will be granted two professional days that will be used to attend the NEA/NH Delegate Assembly.

6.9 LEAVE BUY BACK:

For the purpose of determining total accumulated leave, annual unused personal days will be counted. The Board agrees to reimburse teachers who have accumulated over the maximum of one hundred ten (110) days at rates as follows :

\$125.00 per day for teachers who have accumulated fifteen to eighteen days by June 30th of that school year.

\$115.00 per day for teachers who have accumulated eleven to fourteen days by June 30th of that school year.

\$100.00 per day for teachers who have accumulated one to ten days by June 30th of that school year.

Donations to the sick bank are excluded from buy-back plan.

EFFECTIVE JUNE 30, 2015

1. The Board shall be required to budget \$40,000 annually to fund this benefit.
2. In the event that the amount of funds budgeted is less than the amount eligible to be paid; each teacher will receive an adjusted, prorated share of the fund.

ARTICLE VII LEAVE PROVISIONS WITHOUT PAY

7.1 PARENT LEAVE:

7.1.1 Upon arrival of a child (either natural or adopted), either parent employed as a teacher may request an unpaid leave of absence, subject to the approval of the Board.

7.1.2 Upon return from such previously approved leave by the Board, the teacher shall be returned to a position for which the teacher is certified.

7.2 LEAVE OF ABSENCE:

Unpaid leaves of absence for purposes other than educational enrichment may be granted for up to one (1) year upon recommendation of the Superintendent and approval of the Board. A teacher who is on leave of absence for more than one-half of the school year, will not advance on the salary schedule the following year.

ARTICLE VIII GRIEVANCE PROCEDURES

8.1 DEFINITIONS:

8.1.1 An aggrieved person is the person making the complaint. A person of his/her choosing or a duly designated representative of the Association may represent the employee. The Association representative shall have the right to be present at any formal grievance hearing, even if the employee has his/her own representative.

8.1.2 A party in interest is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

8.1.3 Grievance or Complaint means an alleged violation, misinterpretation or misapplication of any article of this agreement.

8.1.4 The time limits of this article shall refer to school days except in a case where they would be beyond the end of the school year; in such a case, a school day shall be defined as Monday through Friday excluding national holidays.

8.2 *INFORMAL STEPS:*

8.2.1 The usual procedure for an employee with a grievance is to discuss the matter in a conference with the principal. It is expected that most grievances will be satisfactorily resolved through this procedure.

8.2.2 A grievance is waived and will not be considered if not initiated, at the informal level, within twenty (20) school days from when the employee should have reasonably known of the occurrence.

8.2.3 It is understood that the parties involved and witnesses will be guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to processing a grievance.

8.3 *FORMAL STEPS:*

8.3.1 STEP 1: If a grievance persists after a conference with the principal, the aggrieved person may, within ten (10) school days, reduce the grievance to writing stating the specific violations of the contract, and submit it to the principal who will consider the evidence provided by the aggrieved and prescribe any corrective action, if necessary, within ten (10) school days. The decision of the principal shall be in writing.

8.3.2 STEP 2: If the grievance is not resolved in Step 1, the aggrieved, within ten (10) school days, may appeal to the Superintendent of Schools, in writing and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above and the grounds upon which the appeal is based. The Superintendent or his designated representative shall communicate his decision in writing to the aggrieved employee within ten (10) school days after receipt of the grievance. Upon receipt of the grievance, either party may request a meeting, which shall be scheduled within the ten (10) school days. When the Association at this step does not represent the employee, the Superintendent shall furnish the Association with a copy of the appeal from Step 1 together

with a notice of the date of the meeting. In such cases, the Association may be present and state its view whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement.

8.3.3 STEP 3: If the grievance is not resolved at Step 2, the aggrieved employee and/or his/her representative on his/her behalf, may appeal to the School Board in writing within ten (10) school days, and such writing shall set forth specifically the act or conditions on which the grievance was based in the second step above and on the grounds upon which the appeal is based.

8.3.4 The Board will consider the appeal in a non – public session at the next scheduled Board meeting or no longer than 31 days after a Board meeting that fails to reach a quorum after receipt of the appeal. If the Board determines necessary, the grievant (s), Association representatives and Administration may be asked to attend the non-public session. The Board shall issue its decision, in writing, within ten (10) school days of the non-public session.

8.3.4.1 Be in executive session of the Board with only interested parties present unless the aggrieved teacher requests an open meeting.

8.3.4.2 Give all interested parties the opportunity to be represented by a person of their choosing, to present sworn testimony, to present witnesses and documentary evidence, to cross-examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices, and request shall be reasonably furnished to all opposing parties and either party shall have the right, at its own expense, to have a verbatim transcript.

8.3.5 Failure at any of the above steps of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal to the next step of this procedure.

8.3.6 Failure at any of the above levels of this 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 that level.

8.3.7 The Board shall render a decision in writing within twenty (20) school days after the hearing has been concluded. The action of the Board shall be final except as State or federal law provides subsequent action.

ARTICLE IX ASSOCIATION PRIVILEGES

9.1 PRIVILEGES:

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 activities or the exercise of individual rights under RSA 273-A.

9.2 DUES DEDUCTION:

Deduction shall be made in nearly equal amounts for twenty-six (26) pay periods, beginning with the first pay period. Deductions will be made for and only after authorization of the teacher; said authorization having been delivered in hand to the Superintendent of Schools not later than the August 20th preceding the authorized deduction. New teachers will have until the end of the second week in September to submit their dues deduction authorizations. Dues deducted shall be remitted monthly to the Association's Treasurer. When a teacher terminates prior to completion of the contract, the remainder of the dues will be deducted from the final paycheck. The Association agrees to hold the Board harmless as a result of this provision.

The Association agrees to hold the Board harmless from any responsibility to obtain dues deduction authorizations or to be responsible for the payment of any dues other than those withheld in accordance with state and federal law.

9.3 PRINTING AND DISTRIBUTION OF THE AGREEMENT:

The Board will pay the costs of reproducing this agreement. The Association agrees to distribute copies of this agreement to members of the bargaining unit, and the Board agrees to distribute copies of this agreement to the administrative and supervisory personnel in the district.

9.4 THE PROSPECT MOUNTAIN SCHOOL BOARD POLICY MANUAL:

The Board shall provide the Association with a current and updated copy of the completed policy manual annually. All policies shall be applied and enforced fairly and equitably.

9.5 USE OF FACILITIES:

9.5.1 Before the opening of school, during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas in the school building for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with and approved by the principal forty-eight (48) hours in advance.

9.5.2 The Association agrees to pay any additional custodial and related costs to the district should any be involved as a result of such meetings.

9.5.3 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on designated bulletin boards with the advance verbal approval of the principal. The Association may use employee mailboxes for communication to all teachers with the advance knowledge of the principal. The Association may request of the principal from time to time the opportunity at faculty meetings to present announcements and with the principal's advance verbal approval may make such announcement there at.

ARTICLE X COMPENSATION

10.1 PURPOSES OF A SALARY SCHEDULE:

10.1.1 To provide management with an effective tool for administering an equitable employee compensation plan.

10.1.2 To provide labor with information on how management will administer employee compensation.

10.1.3 To provide management and labor with a basis for good faith bargaining on one aspect of employee compensation.

10.2 UNDERLYING PRINCIPLES OF A SALARY SCHEDULE:

10.2.1 Should provide a basis for hiring new employees based on training and experience directly related to the proposed teaching assignment, and district needs.

10.2.2 To provide a basis for equitable changes in compensation based on (a) further training and (b) increased experience.

10.2.3 Should provide a basis for improved instruction through financial incentive to employees to improve and extend their professional skills.

10.3 BASIC STRUCTURE OF A SALARY SCHEDULE:

10.3.1 TRACK MOVEMENT

Upon attainment of the necessary credits from graduate-level courses, an employee shall provide the central office with the necessary proof and the employee's salary shall be adjusted effective at the start of the following contract year.

10.4 PLACEMENT

Prospect Mountain teachers shall be entitled to all graduate level credits earned for the purpose of salary track placement: i.e., teachers with a BA+20 or BS+20 credits shall be placed on Track 2. Those with a BA+40 or BS+40 credits or those with a MA or MS degree shall be placed on Track 3. Those with a MA+30 or MS+30 credits or CAGS shall be placed on Track 4.

10.5 SALARY SCHEDULE

1. Teachers will increase one step each year for the contract years 2015-2016 and 2016-2017.
2. Teachers that are behind their correct step will increase up to an additional two steps for the 2015-2016 year until their step is equivalent to their experience. The first additional step increase will occur on the 14th pay, the second additional step will occur concurrent with the 26th pay. The schedule of additional step increases is attached to a Memorandum of Agreement executed herewith.
3. Teachers that are behind their correct step will increase up to an additional two steps for the 2016-2017 year until their step is equivalent to their experience. The first additional step increase will occur on the 14th pay, the second additional step will occur concurrent with the 26th pay. The schedule of additional step increases is attached to a Memorandum of Agreement executed herewith.
4. If a teacher chooses to utilize the 22 pay period option as indicated in Article 10.9 the step increases will occur on the 11th and 22nd pay.
5. Teachers that are at the top step of his/her track for the 2015-2016 year and/or the 2016-2017 year shall receive an additional amount added to his/her base pay as set forth in a separate Memorandum of Agreement, which has been executed herewith.

2015/2016 Salary Schedule				
	1	2	3	4
1	\$ 35,858	\$ 37,295	\$ 40,163	\$ 43,031
2	\$ 37,443	\$ 38,864	\$ 41,725	\$ 44,608
3	\$ 39,025	\$ 40,436	\$ 43,285	\$ 46,185
4	\$ 40,610	\$ 42,009	\$ 44,850	\$ 48,194
5	\$ 42,192	\$ 43,583	\$ 46,411	\$ 49,340
6	\$ 43,777	\$ 45,153	\$ 47,973	\$ 50,920
7	\$ 45,362	\$ 46,726	\$ 49,536	\$ 52,497
8	\$ 46,944	\$ 48,299	\$ 51,099	\$ 54,074
9	\$ 48,528	\$ 49,870	\$ 52,660	\$ 55,653
10	\$ 50,113	\$ 51,445	\$ 54,223	\$ 57,231
11	\$ 51,697	\$ 53,016	\$ 55,786	\$ 58,807
12	\$ 53,280	\$ 54,587	\$ 57,347	\$ 60,387
13	\$ 55,051	\$ 56,161	\$ 58,909	\$ 61,964
14	\$ 55,051	\$ 57,949	\$ 60,473	\$ 63,542
15	\$ 55,051	\$ 57,949	\$ 62,294	\$ 65,119
16	\$ 55,051	\$ 57,949	\$ 62,294	\$ 67,003

2016/2017 Salary Schedule				
	1	2	3	4
1	\$ 35,858	\$ 37,295	\$ 40,163	\$ 43,031
2	\$ 37,443	\$ 38,864	\$ 41,725	\$ 44,608
3	\$ 39,025	\$ 40,436	\$ 43,285	\$ 46,185
4	\$ 40,610	\$ 42,009	\$ 44,850	\$ 48,194
5	\$ 42,192	\$ 43,583	\$ 46,411	\$ 49,340
6	\$ 43,777	\$ 45,153	\$ 47,973	\$ 50,920
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14	\$ 55,051	\$ 57,949	\$ 60,473	\$ 63,542
15	\$ 55,051	\$ 57,949	\$ 62,294	\$ 65,119
16	\$ 55,051	\$ 57,949	\$ 62,294	\$ 67,003

10.5.1 LONGEVITY STIPEND

Teachers who have served at Prospect Mountain High School and Alton Central School as certified high school teachers for 11 years or more shall receive non-cumulative longevity compensation, to be paid in two equal installments: the first pay period in December and the last pay period in June according to the following schedule:

Years of Service 11-15	\$500
Years of Service 16-20	\$750
Years of Service 21-25	\$1,000
Years of Service 26-30	\$1,250
Years of Service 31-35	\$1,500
Years of Service 36+	\$1,750

10.6. SAU COMMITTEE COMPENSATION

Teachers will receive 3.75% of the BA base salary for each assignment to a Board-approved Prospect Mountain High School committee. The Association will be provided a list of current approved committees at the start of each school year and whenever a new committee is approved. Committee assignments are voluntary.

The stipend will be paid in two equal payments in December and May, by the 18th of the month or the second payroll of the month, whichever comes first.

10.7 CRITICAL SHORTAGE ADJUSTMENT - NEW PERSONNEL:

The Board's needs for personnel may occur in areas in which there is a critical shortage of candidates; critical shortage will be determined by the Board taking into account the following factors:

- a) Knowledge and experience of Administration about filling vacancies in the specific area;
- b) Critical shortages declared by the New Hampshire State Commissioner of Education;
- c) Length of time expended by the Administration in trying to fill the vacancy, and
- d) The lateness of the date in relationship to the opening date of the next school year.

No person employed under the provisions of this section will be hired at a salary rate greater than a continuing member of the staff who is qualified to teach in the area of the shortage and who has been notified in writing of the vacancy.

10.8 LOYALTY-LONGEVITY RETIREMENT BONUS

10.8.1 The Board will recognize loyal and long teaching service to the Prospect Mountain High School through payment of a retirement bonus based on the following:

ITEM	Minimum Benefit	Maximum Benefit
a) Minimum age attained	60	60
b) Years in teaching	20	20
c) Years in Alton & Prospect Mt. H.S.	10	20
d) Percent Employed	50%	100%

The maximum benefit is \$8,000 for teachers who were employed as high school teachers at Alton Central School during the 2003-2004 school year and who have taught full time for twenty (20) years at Alton Central School and Prospect Mountain High School. The benefit for those with less service at Alton Central School and Prospect Mountain High School will be as follows:

Percent of years at Alton Central School and/or Prospect Mountain High School times percent of fulltime, times \$8,000.

10.8.2 The retiring teacher must have notified the Board in writing, by November 15 of the last individual teacher contract year, of intent to retire at the end of that individual teacher contract year.

10.9 METHOD AND TIME OF SALARY PAYMENT:

The annual salary of a teacher shall be computed and paid on the basis of twenty-six (26) bi-weekly installments or twenty-two (22) bi-weekly installments commencing on the first Friday after school opens. A teacher terminating prior to the completion of the contract shall have his/her salary prorated on the basis of (185) days.

10.10 HEALTH INSURANCE:

The Board will offer the HMO Plan single, two person, or family plan with the following co-pays for teachers who qualify and become members of the plan. The teacher through payroll deduction will pay the co-pay. Section 125 Accounts will be made available at the employee's option.

<u>Year</u>	<u>Single Plan</u>	<u>Two-Person Plan</u>	<u>Family Plan</u>
2015-2016	13%	13%	13%
2016-2017	14%	14%	14%

Teachers who elect a POS plan shall pay the difference in premium cost through payroll deduction.

10.11 HEALTH INSURANCE BUY BACK

The Board agrees to pay **\$1,000** to any teacher who does not elect to participate in School Care, Plan One upon evidence of a certificate of insurance. The buyback shall be paid in two equal payments in December and May, by the 18th of the month or the second payroll of the month whichever comes first. The buyback may be paid to the employee or to a Tax Sheltered Annuity for the benefit of the employee, at the employee's option.

10.12 HEALTH INSURANCE: Dental

The Board will pay one hundred (100%) per cent of the complete cost of Delta Dental, Option IA, single person coverage. The Board will pay ninety-five (95%) per cent of two-person coverage and ninety (90%) per cent for family coverage, for all teachers who qualify and become members of the plan. The teacher will pay the remaining percentage through payroll deduction.

ARTICLE XI AGREEMENT CHANGES

11.1 This agreement may not be altered, changed, added to, deleted from or modified without the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE XII SAVINGS CLAUSE

12.1 If any article or part of this agreement is held to be invalid by operation of law, the remainder of the agreement shall not be affected thereby and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XIII DURATION

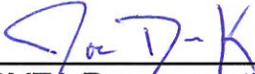
13.1 The provisions of this agreement will be effective **July 1, 2015**, and will remain in full force and effect until **June 30, 2017**.

If the parties are unable to reach agreement on a subsequent contract effective July 1, 2017, then the doctrine of "Status Quo" shall govern the parties' relationship. Status Quo shall be defined as per the Supreme Court decision of 1995. (Appeal of the Alton School District, 140 NH 1995).

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS

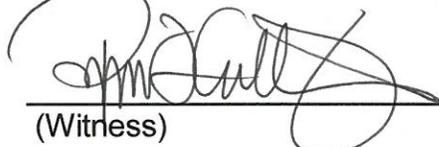
THIS 31st DAY OF March, 2015

PROSPECT MT. TEACHERS' ASSOCIATION PROSPECT MT. SCHOOL BOARD


PMTA Representative


Prospect Mt. School Board Rep.


(Witness)


(Witness)

3/31/2015
(Date)

3/31/2015
(Date)

MEMORANDUM OF AGREEMENT

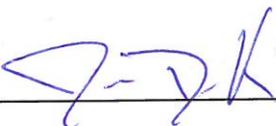
Now come the Prospect Mountain Teachers' Association and the Prospect Mountain School Board and hereby enter into the following Memorandum of Agreement:

1. The parties have simultaneously entered into a Collective Bargaining Agreement for the time period from July 1, 2015 through June 30, 2017.
2. As set forth in Article 10.5, the teachers identified below, and who remain in the employ of the District at the start of each school year, shall have \$500.00, or a prorated amount, added to his/her base pay in the 2015-2016 year and an additional \$750.00, or a prorated amount, added to his/her base pay in the 2016-2017 year, as follows:

	<u>2016</u>	<u>2017</u>
John Anderson	N/A	\$750.00
Mark Anthony	\$500.00	\$750.00
Robert Ciotti	\$500.00	\$750.00
Melisa Connors	\$500.00	\$750.00
Troy Corriveau	N/A	\$750.00
Kae Cunningham	N/A	\$750.00
Michael Folan	\$500.00	\$750.00
Brian Hikel	\$500.00	\$750.00
Paul Hitchings (0.58)	\$290.00	\$435.00
Scott Hutchins	\$500.00	\$750.00
Kimberly Kelliher	\$500.00	\$750.00
Patricia Kenneally	N/A	\$750.00
Anthony Limanni	\$500.00	\$750.00
Peter Long	\$500.00	\$750.00
Chris MacStravic	\$250.00	\$750.00
Mark Marceau	\$500.00	\$750.00
Corey Roux (0.48)	\$240.00 <i>500-</i>	\$360.00
Jane Smith	\$500.00	\$750.00
Vicky Sweezy	N/A	\$750.00

3. As set forth in Article 10.5, teachers identified on the attached spreadsheet shall receive one or more additional step increases in the 2015-2016 year and in the 2016-2017 year until their step is equal to their experience.

Prospect Mountain Teachers Association

By: 

Date: 3/31/2015

Prospect Mountain School Board

By: 

Date: 3/31/2015

Name	Years exp for 2014-15 School year			2016					2017				
	Track	Step	Beginning of year	1/2 Yr	End of Yr	Step Placement at the end of 2015-2016 School Year	Beginning of year	1/2 year	End of Year	Step at the end of 2016-2017 School Year			
Anderson, John	3	11	1	1	1	14	1	1	top	16			
Anthony, Mark	4	16	top			16				16			
Baker, Douglas	4	12	1	1	on step	14	1	on step		15			
Beidleman, Kimberly	3	1	1	1	on step	3	1	on step		4			
Bingham, Mark	3	6	1	1	1	9	1	1	1	12			
Bolduc, Jamie	3	8	1	1	1	11	1	1	1	14			
Bragdon, Angela	1	4	1	1	1	7	1	1	on step	9			
Bravar, Samantha	3	7	1	1	1	10	1	1	1	13			
Caruso, Andrea	4	8	1	1	1	11	1	1	1	14			
Ciotti, Robert	1	16	top			16				16			
Connors, Melissa	3	15	1	top		16				16			
Corniveau, Troy	4	13	1	1	1	16	top			16			
Cunningham, Kae	3	11	1	1	1	14	1	1	top	16			
Derrick, Joseph	3	6	1	1	1	9	1	1	1	12			
Donovan, Chris	3	1	1	on step		2	1	on step		3			
Folan, Mike	4	16	top			16				16			
Fortier, Richard	3	4	1	on step		5	1	on step		6			
Fraser, Catherine	4	7	1	1	1	10	1	1	1	13			
Geraghty, Olivia	3	1	1	on step		2	1	on step		3			
Hikel, Brian	1	14	1	1	top	16				16			
Hitchings, Paul	4	16	top			16	top			16			
Hussey, Caitlin	3	4	1	on step		5	1	on step		6			
Hutchins, Scott	1	16	top			16	top			16			

Kelliher, Kim	20	3	15	1	top		16			16
Kennelly, Patricia	17	3	12	1	1	1	15	top		16
King, Kate	11	1	6	1	1	1	9	1	1	12
Lafreniere, Luke	5	1	1	1	1	1	4	1	1	7
Limanni, Tony	29	4	16	top			16	top		16
Long, Peter	17	1	12	1	1	1	15	1	top	16
MacStravic, Christopher	18	3	13	1	1	1	16	top		16
Marceau, Mark	22	1	16	top			16	top		16
Robidas, Jesse	11	1	6	1	1	1	9	1	1	12
Roux, Corey	18	1	14	1	1	top	16			16
Roy, Kayla	3	3	1	1	1	1	4	1	on step	5
Sanderson, Pamela	4	3	1	1	1	1	4	1	1	6
Schmiermund, Megan	11	2	6	1	1	1	9	1	1	12
Smith, Jane	21	2	16	top			16	top		16
Smith, Katherine	4	3	2	1	1	1	5	1	on step	6
Spiller, Michelle	8	3	7	1	1	on step	9	1	on step	10
Stevens, Tom	15	4	10	1	1	1	13	1	1	16
Sweezy, Vicky	17	3	12	1	1	1	15	1	top	16
Thorne, Sarah	11	3	6	1	1	1	9	1	1	12
Troendle, Russ	11	1	6	1	1	1	9	1	1	12
Wolpin, Emily	10	3	10	1	on step		11	1	on step	12
Wrobel, Aeron	3	3	3	1	on step		4	1	on step	5

