

Agreement Between
The Rye School Board

and

The Association of Coastal Teachers/Rye

July 1, 2015

Through

June 30, 2020

Rye School District

48 Post Road
Greenland, New Hampshire 03840-2313

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ARTICLE 1

RECOGNITION AND DEFINITIONS

For the purpose of this Collective Bargaining Agreement (CBA), the Board recognizes the Association of Coastal Teachers/Rye (ACT/Rye) as the exclusive representative of all professional employees of the District. Professional employees shall include any individual employed by the Rye School District, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State of New Hampshire under its regulations governing the certification or licensure of professional school personnel, EXCEPT that the term does not include superintendents, assistant superintendents, curriculum coordinators, directors of pupil services, special education coordinators, building administrators, assistant building administrators, business administrators, or persons employed by the New Hampshire Board of Education. The ACT/Rye agrees to represent equally all such professional employees included in this CBA, designated above, without discrimination and without regard to membership in the Association. 1-1.0

Definitions (as used in this Agreement):

Administration refers to the executive authority and responsibility vested by the Board and the State in the office of the building administrator, special education coordinator, assistant superintendent, curriculum coordinator, director of pupil services, business administrator, and the superintendent of schools. 1-2.0

This Agreement, herein after called the Agreement, is between the Rye School Board, hereinafter called the Board, and the Association of Coastal Teachers/Rye, hereinafter called the Association and refers to the Collective Bargaining Agreement (CBA) as agreed to between the Board and the Association. 1-2.1

The Association means the collective bargaining unit referred to as the Association of Coastal Teachers/Rye also known as ACT/Rye. 1-2.2

Board, means the collective individuals legally referred to as the Rye School Board elected by the residents of the Rye School District. 1-2.3

Building administrator, as used in the Agreement, means the responsible administrative head of her/his respective school. 1-2.4

Contract refers to the individual employment agreement as signed by the teacher as referenced in Appendix "F". 1-2.5

Comment [AF1]: Was listed as Appendix D

Day, shall refer to calendar days, and shall exclude Saturdays, Sundays and legal holidays. 1-2.6

District refers to the Rye School District only. 1-2.7

Employee, means a person employed by the Board, included in the Association defined in Article 1, Section 1-1 of this Agreement. 1-2.8

Faculty representative, means the Association's faculty representative or her/his teacher designee. However, s/he shall be part of the Association defined in Article 1, Section 1-1. 1-2.9

<u>Full time employee</u> refers to a teacher who is employed by the District and meets the requirements of Articles 1.1, Articles 8-2.0 and 8-2.1, and Articles 9-1.0.	1-2.10	Comment [AF2]: Sections changed to Articles
<u>Grievance</u> means an alleged violation, misinterpretation or misapplication with respect to one or more public employees, of any provision of an agreement reached under this chapter as defined by RSA 273-A:1,V.	1-2.11	
<u>Non-teaching duties</u> shall mean duties not related to the direct supervision or instruction of pupils.	1-2.12	
<u>Part time employee</u> refers to a teacher who is employed by the District and meets the requirements of Article 1-1 but not the requirements of Articles 8-2, 8-2.1, or 9-1. Part time teachers shall be entitled to benefits in the same ratio as the time the teacher works compared to a full time teacher as defined in Article 8.	1-2.13	
<u>Primary classroom teacher</u> refers to a grade K through 5 core teacher. These teachers include teachers who are assigned the math, English/language arts, science and/or social studies for a single grade.	1-2.14	
<u>Reduction in Force</u> is when the School District finds it necessary to reduce the total number of certified employees.	1-2.15	
<u>School</u> means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the District.	1-2.16	
<u>School days</u> shall refer to days when school is officially in session as designated on the District's approved calendar. The term school day(s), shall also include all professional development day(s) as designated by the Superintendent of Schools or his/her designee.	1-2.17	
<u>Superintendent of Schools</u> shall refer to the executive administrative head responsible for the education of students in the District.	1-2.18	
<u>Teacher</u> means any State of New Hampshire certified or licensed staff member employed by the Board, included in the Association defined in Article 1-1.0 of this Agreement.	1-2.19	Comment [AF3]: Article and Section merged
<u>Right to Reason</u> (formerly referred to in 2010 Collective Bargaining Agreement as "tenured teacher") shall mean a teacher, as defined by RSA 189:14-a:	1-2.20	
(a) The teacher has taught for five (5) consecutive years or more in any school district in the state and has taught for three (3) consecutive years or more in the teacher's current school district; or		
(b) Before July 1, 2011, the teacher taught for three (3) consecutive years or more in any school district in the state and taught for two (2) consecutive years or more in the teacher's current school district.		
Whenever the singular is used in the Agreement, it is to include the plural.	1-3.0	
All reference to employees in this Agreement is intended to designate both sexes.	1-3.1	
All benefits, except where otherwise noted, shall be prorated directly to the percentage of time worked by the teacher as designated on his/her annual employment contract.	1-3.2	Comment [AF4]: Changed from employee salary agreement to employment contract

ARTICLE 2

NEGOTIATION PROCEDURE

- No later than September 1 of the year preceding the expiration of this Agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good-faith effort to reach agreement on all matters raised by either party concerning salaries, fringe benefits, hours, terms, and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached, which requires the appropriation of public funds for its implementation, shall not be binding upon the Board unless, and until, the necessary appropriations have been made by the voters of the Rye School District. The Board and the Association shall make a good faith effort to secure the funds necessary to implement said agreements. If, as determined by the Board, the amounts voted at the Official School Ballot are insufficient to cover the cost items of a negotiated agreement, or if such cost items are otherwise disapproved at the Deliberative Session, the parties shall, within seven (7) school days of the adjournment of that meeting, reopen negotiations in an effort to reach a revised agreement; which revised agreement does not require expenditures in excess of the amounts budgeted by the district for such purposes for the ensuing year. 2-1.1
- If the reopened negotiations do not result in a revised agreement by April 30th in any given year, the Board shall, by May 15th of that year, issue individual employment contracts. The salaries set forth in such contracts shall be determined by the Board within the amounts budgeted, in accordance with the 2015-2020 CBA salary schedule, and approved by the previous Official School Ballot. 2-1.2
- The parties shall schedule and commence negotiations looking toward an agreement covering a future year or years. Any salary settlement will be effective for the fiscal year in which the school district funds were appropriated. 2-1.3
- The individual salaries may only be changed by mutual agreement or by court order based on a finding that the Board's allocation was an abuse of discretion. 2-1.4
- The Board shall make available to the Association information that the Board is required by law to release to the general public. Either party may, if it so desires, use the services of outside consultants and may call upon professional representatives to assist in negotiations. 2-1.5
- Impasse, mediation, and fact-finding shall be conducted as regulated in RSA 273-A. 2-2.0
- The costs for the services of the mediator and fact-finder, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association. 2-3.0

ARTICLE 3

GRIEVANCE PROCEDURE

A grievance to be considered under this procedure must be initiated by the employee within twenty (20) school days of its occurrence, or within twenty (20) school days of when the employee should have known of its occurrence. All grievances alleged to have occurred during the last two weeks of school must be initiated by July 15th of that year. 3-1.0

All information pertaining to the grievance shall be made available to the teacher and the Association. 3-1.1

If, in the judgment of the parties, a particular grievance shall affect a group of teachers, the Association may join in the processing of the grievance and become a party thereto. 3-1.2

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except after reaching Board level. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. 3-2.0

When a grievance is pending, it is understood that employees shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance, and any effect thereof, shall have been fully determined. 3-2.1

Any employee who has a grievance shall discuss it first with her/his building administrator (or immediate superior, if applicable) in an attempt to resolve the matter at that level. 3-3.0

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) school days, s/he shall set forth her/his grievance in writing to the building administrator specifying: (a) the nature of the grievance and date occurred; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) her/his dissatisfaction with decisions previously rendered. The building administrator shall communicate her/his decision to the employee within ten (10) school days of receipt of the written grievance. 3-4.0

If the decision of the building administrator does not resolve the grievance to the satisfaction of the teacher grievant, s/he shall so notify the Association within ten (10) school days of receipt of the building administrator's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the superintendent within ten (10) school days of receipt of the building administrator's decision and request a review by the superintendent. The appeal must be in writing reciting the matter submitted to the building administrator as specified above, and the teacher's dissatisfactions with the decision previously rendered. 3-5.0

The superintendent shall meet with the teacher to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days, and the superintendent shall communicate her/his decision in writing to the teacher, the building administrator, and the immediate superior within ten (10) school days.	3-5.1
Before a grievance is advanced to the school board, it must be voted on to go forward by the ACT/Rye Executive Committee. If the grievance is not resolved to the employee's satisfaction, s/he, no later than ten (10) school days after receipt of the superintendent's decision, may request a review by the Board. The request will be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the request to the Board. The Board, or a quorum thereof, shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the employee within thirty (30) school days. A decision in writing shall be rendered within ten (10) calendar days of the hearing with the employee.	3-6.0
If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and s/he wishes review by a third party, s/he shall so notify the Association within ten (10) school days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the Board through the superintendent within twenty (20) school days of receipt of the Board's decision. The parties will then initiate arbitration under the procedure set forth herein.	3-7.0
No matter shall be considered a proper subject for arbitration or be subject to the arbitration provision set forth herein, if it pertains to [a] any matter for which a specific method of review is prescribed by law, or [b] any rule or regulation of the New Hampshire Commissioner of Education, or [c] any bylaw of the Board pertaining to its internal organization, or [d] any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or [e] a complaint of a non-tenure teacher which arises by reason of her/his not being re-employed, or [f] a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or not required.	3-7.1
Such request can be honored only if the Association waives the right, if any, in writing of said Association to submit the underlying dispute to any other administrative or judicial tribunal except for the purposes of enforcing the arbitrator's award.	3-7.2
The following procedure shall be used to secure the services of an arbitrator:	3-8.0
The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) school days following the date the request for arbitration was received by the Board, the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.	3-8.1
If the parties are unable to determine, within ten (10) school days of the request for a second	3-8.2

list, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party. 3-8.3

The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. S/he may add nothing to nor subtract anything from the Agreement between the parties. The findings of the arbitrator shall be final and binding. Only the Board and the aggrieved and her/his representative shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing. 3-8.4

Each party shall bear the total cost incurred by itself. 3-9.0

The fees and expenses of the arbitrator are the only costs that will be shared by the two parties and such costs shall be shared equally. 3-9.1

If the parties disagree as to the meaning or interpretation of any of the provisions of this Agreement, either party may utilize the grievance procedure set forth in Article 3 in order to resolve said dispute. 3-10.0

Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance but only that the parties view such action as an expeditious means of resolving said grievance. 3-11.0

All documents, communications, and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications, and records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the employee. 3-12.0

ARTICLE 4

ASSOCIATION RIGHTS

- The Association agrees that any difference between the parties on matters relative to the Agreement shall be settled by the means herein provided. The Association, in consideration of this Agreement and its terms and conditions, shall not, during the terms of this Agreement, engage in or condone any strike, work stoppage, or other concerted refusal to perform any assignment on the part of any employee(s) represented there under. 4-1.0
- If negotiations are resumed due to a budget reduction, the Association will take no action to impair the operation of schools. 4-2.0
- Each teacher shall be entitled to knowledge of and access to District records and reports of competence, personal character, and efficiency maintained in her/his personnel file with reference to evaluation of her/his performance in such school district. No document to which an individual has not been given access shall be utilized against the individual. 4-3.0
- Except as discussed in this section, no document may be taken from a teacher's file without agreement between the teacher and the Superintendent. In the event that the administration removes from the teacher's file materials that it deems to be confidential (i.e. letters of recommendation for original employment) a dated notation shall be placed in the file stating what materials have been removed. 4-3.1
- No information contained in the files of a teacher will be released to an outside person or agency without court order or, prior approval of the employee, except to verify employment, duration of employment, and confirmation of pay step. 4-3.2
- Upon at least one school day's notice, each teacher shall have the right to review and reproduce material in her/his file. 4-3.3
- The teacher shall have the right to respond in writing to any material filed, within one (1) month of the date of the material being referred. Her/his written comments shall be reviewed by the superintendent and attached to the file copy. 4-3.4
- Reproduction of such material may be made by hand, or on a cost-basis by copying machine, if available. The cost of reproduction will be equal to the cost incurred by the school district. 4-3.5
- Dues for the Association of Coastal Teachers/Rye, the NEA/New Hampshire and the National Education Association, will be deducted from the teacher's paycheck as authorized by the teacher in writing. Payments for the local, state, and national dues will be made as deducted from the teacher's payroll. 4-4.0
- Signed forms authorizing such deduction for new members will be submitted to the Superintendent's office by October 8th for teachers. For new teachers that begin after the first day of school, signed authorizations forms must be submitted no later than fifteen (15) days after commencing employment. 4-4.1

<p>It is recognized that the negotiations for, and administration of, the Agreement entails expenses which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Association, such employee will, as a condition of employment by the Board, execute an authorization for the deduction of a “fair share fee” which shall be a sum equivalent to membership dues required to be paid by members of the Association, which sum shall be retained for a scholarship fund. The scholarship shall be given in the name of the Association of Coastal Teachers--Rye. The Association agrees to indemnify and defend the Board, the Rye School District and SAU 50, the town of Rye and any employee, official, agent, representative or attorney of any such entity from any claim arising out of or in any way connected with the “fair share fee.” Fair Share Fees for the Association of Coastal Teachers/Rye will be deducted from the teacher’s paycheck.</p>	4-4.2
<p>Eighteen (18) equal deductions are to be made starting with the second payroll in October.</p>	4-4.3
<p>The Board agrees to make available to the Association a copy of the Board’s agenda and minutes.</p>	4-5.0
<p>The Association shall have the right to place notices, circulars, and other materials in teachers’ mailboxes, district email accounts or an appropriate place, provided that such materials shall not relate to any local, state or national political matter of a non-educational nature, or any partisan political electioneering matter.</p>	4-6.0
<p>The Association shall insure that materials, circulars, and notices being placed in the Teachers’ mailboxes by members of the Association shall be in good taste. The Association shall not be responsible for any actions of individuals acting alone and not with the approval or authority of the Association.</p>	4-6.1
<p>Copies of all such materials will be given to the Building Administrator and the Superintendent, but their approval will not be required.</p>	4-6.2
<p>No tenured teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause in violation of NH State Law. All information forming the basis for disciplinary action will be made available to the teacher and the Association as required by RSA 189:14-a.</p>	4-7.0
<p>No employee shall be denied Association representation, if requested by the employee, at any conference or meeting with an administrator, evaluator, supervisor, school board member, or other person in like position.</p>	4-7.1
<p>There shall be no reprisals taken against any certified employee by reason of her/his membership in the Association, participation in its lawful activities, nor shall reprisals be taken against a teacher as a result of her/his processing of a grievance.</p>	4-7.2
<p>The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting her/his appeal with respect to her/his personal grievance.</p>	4-7.3

It is the Administration's intent to provide a safe and comfortable work environment for all employees.

4-8.0

The Administration agrees to comply with the safety regulations as prescribed by law and school board policy.

4-8.1

ARTICLE 5

BOARD RIGHTS

- The Board agrees that any difference between the parties on matters relative to the Agreement shall be settled by the means herein provided. The Board shall not sponsor any lock outs. 5-1.0
- If negotiations are resumed due to a budget reduction, the Board will take no action to impair the operation of schools. 5-1.1
- The Board is the legal entity endowed with the powers and duties to effectively operate the public schools. 5-2.0
- The Board retains, subject only to the language of this Agreement, all powers, right, and authority vested in it by laws, rules, and regulations including but not limited to: the right to make and amend Board policy, manage and control school properties and facilities, hire, supervise and oversee the Superintendent of Schools and his/her actions and responsibilities, determine, manage, and control the school curriculum, take such action as it deems necessary to maintain efficiency in the operation of the school system, and determine the methods, means, and personnel by which the function of the District will be performed. 5-2.1
- It is mutually agreed that all matters of managerial policy as defined by RSA-273A:1,XI are within the exclusive prerogative of the Board. 5-2.2
- In a bona fide emergency affecting the health, safety, or welfare of the students of the schools, the Board may take whatever action it deems necessary to carry out the mission of the school district in said emergency. 5-2.3
- The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power of or authority of either. 5-2.4
- There shall be no reprisals taken against a school board member and her/his family by reason of her/his membership on the Rye School Board. 5-3.0
- It is the teachers' intent to provide a safe and comfortable learning environment for all students. 5-4.0

ARTICLE 6

TEACHER EVALUATION PROCEDURES

- The parties agree that evaluations will be conducted in the manner outlined in the SAU 50 Plan for Effective Teaching. 6-1.0
- Any subsequent recommendations for changes or modifications to the adopted policy will be reviewed by the SAU 50 Committee on Evaluation. 6-1.1
- A teacher shall be given a copy of any evaluation report prepared by her/his evaluator before or during any conference held to discuss it. If the teacher is dissatisfied with her/his evaluation conference(s), s/he may request additional conference time prior to the evaluation being placed in her/his file. No such report shall be submitted to the superintendent, placed in the teacher's file, or otherwise acted upon, without a prior conference with the teacher. The teacher shall sign each report. Such signature shall indicate only that the report has been read by the teacher, and in no way indicates agreement with the contents, thereof. The teacher may provide written rebuttal or comments to the report. 6-2.0
- Those complaints regarding a teacher, made to any member of the administration by any party, student, or other person, which may be used in any manner in evaluating a teacher, shall be promptly investigated by the administrator. It shall be the responsibility of the administrator to inform the teacher in question, and to obtain this teacher's written opinion of the situation if it appears to be a complaint of such magnitude, as determined by the administrator, that it may eventually be placed in the teacher's file. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of her/his file. 6-3.0
- The teacher shall acknowledge that s/he has had the opportunity to review such complaint by affixing her/his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and her/his answer shall be reviewed by the superintendent or her/his designee and attached to the file copy. No written answers to complaints, administrative evaluations, or letters may be placed in their own personnel files by teachers after ninety (90) calendar days from the incident. 6-3.1
- The superintendent shall inform the Association in writing if any professional employee refuses to sign derogatory or evaluation material that is being placed in her/his file. A copy of the superintendent's communication to the Association shall be attached to the material in question and placed in the employee's file. 6-3.2

ARTICLE 7

TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

- No later than April 15th of each school year, the superintendent shall make available to the Association, and post in all school buildings, a list of all the known, unfilled positions, which s/he expects to fill prior to the opening of school in September. Revisions of the aforementioned list shall be made as of June 10. During July, the revised list will not be posted in the school buildings. However, it shall be forwarded to the Association's president at her/his summer address as filed with the Board. 7-1.0
- For the duration of this Agreement, a Teacher who desires a transfer for the ensuing year must file a written request with the Superintendent before May 1st, if applicable, which shall include grade/subject area of transfer, reason for transfer, and documentation of qualifications for transfer. 7-1.1
- When awarding a position, a Teacher's performance, seniority, and qualifications will be considered. The final decision pertaining to the transfer will be at the sole discretion of the Superintendent of Schools. 7-1.2
- Upon request by the Association, the superintendent shall make available to the Association a system-wide roster showing names and tentative assignments of all personnel. 7-2.0
- In the event of change of assignment, the teacher involved shall be notified at the earliest possible time. However, every effort shall be made to avoid assignment changes after August 1. 7-2.1
- 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. 7-2.2
- In order to ensure that students are taught by teachers working within their area of competence, teachers will not, generally, be assigned outside the scope of their teaching certificates and/or their major or minor fields of study. Teachers may be assigned to a field other than their primary one when the administration deems it necessary. 7-3.0
- Notice of all open certified positions in the Rye School District shall be posted in the schools and sent to the Association. 7-4.0
- Individuals interested in applying for the position shall do so in the manner prescribed in the notice within seven (7) work days after the date of the notice. 7-4.1
- All jobs will be posted within the Rye schools first. Internal Rye school candidates will be reviewed as an applicant before the job is posted elsewhere. No permanent appointment to a position posted shall be made until ten (10) work days after the posting except in the case of an emergency to cover student needs. 7-4.2

ARTICLE 8

TIME REQUIREMENTS

The Association agrees that a teacher's day is not necessarily the same as that of a student, further, that the Board has the right to establish the time of the student's and teacher's day.	8-1.0
In general, teachers shall be free to act with professional discretion relative to their time of arrival at school in the morning or leaving of school in the afternoon. However, it is normally expected that teachers will arrive at school no less than 15 minutes prior to the opening of school and will remain in school no less than 15 minutes after the close of school.	8-2.0
The school day for students will be up to 6.75 hours.	8-2.1
A teacher's workday shall be spent at the school and/or sites as designated by the building administrator and may include classes, study halls, student contact, including advising students, planning, peer coaching, training, meeting in collegial groups, co-curricular, or other activities.	8-3.0
A teacher is expected to be available to: <ul style="list-style-type: none">a. educate all students under her/his supervision in compliance with local and State requirements and procedures;b. attend department and other professional staff meetings;c. promote the District and SAU 50 initiatives by assisting students with their school-related academic, social, physical, and personal needs;d. make necessary arrangements for, and hold, parent conferences;e. make his or her best effort to participate in co-curricular activities.	8-4.0
The Board agrees that each teacher shall, except in an emergency, have a 30-minute duty-free lunch period.	8-5.0
The Board recognizes the desirability of planning periods. Every effort, using available resources, will be made to provide full time teachers with one (1) planning period per day.	8-6.0
A part-time teacher will share classroom as well as duty assignments, planning time and responsibilities in equal proportion to hours worked.	8-7.0

ARTICLE 9

TEACHER WORK YEAR

- The teacher work year shall be one hundred and eighty eight (188) days. 9-1.0
- The equivalent of one (1) full day will be dedicated to classroom preparation prior to the start of school. The date(s) and hours for before school classroom preparation will be determined by the teacher and reported to the Building Administrator. 9-1.1
- The equivalent of one (1) full day will be used for the start of the school year for the Superintendent and/or designee. (aka first day of school for teachers). 9-2.2
- The remainder of the days will be used to support school, district, and SAU initiatives, including grade and content level planning teams to work on curriculum, professional learning committees and other school related initiatives to further student learning to be scheduled at the sole discretion of the Superintendent or designee. 9-2.3
- In the development of or making substantive changes in the school calendar, the Board shall cause the Superintendent of Schools to consult with the Association prior to final determination of the calendar by the Board. 9-3.0
- A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board, or participating in any professional grievance hearing including arbitration, shall be released from regular duties without loss of compensation. The number of teachers released shall not exceed the number of Board negotiators (i.e. if Board has 3, teachers have 3; if the Board has 4, teachers have 4, et cetera.) 9-4.0

ARTICLE 10

SICK LEAVE

- On the first day of school each year, each full-time teacher shall be granted fifteen (15) days leave for personal illness or illness in the immediate family. Total accumulation allowed will be one hundred eighty (180) days. For a teacher hired after July 1, 2002, total accumulation allowed will be one hundred fifty (150) days. It is the teacher's responsibility to keep up-to-date lesson plans for a substitute teacher. Sick leave will not be used for routine appointments that can be scheduled outside of school time. 10-1.0
- Utilization of sick leave for illness in the immediate family shall be limited to the yearly allowance of fifteen (15) days and shall not include utilization of accumulated sick days. Enlargement of the foregoing provision may be made in extenuating circumstances upon the recommendation of the Superintendent of Schools and approval of the Board. 10-2.0
- A sick slip (written statement of a physician attesting to the person's illness) may, after five (5) school days of continuous absence, be required by the Superintendent of Schools to verify entitlement for sick leave benefits. 10-3.0
- Any teacher who has used up his/her sick leave shall be placed on a leave of absence, without pay. This period may be extended by the Board upon recommendation by the Superintendent of Schools. In no event is this provision to be construed to extend beyond the contract year in which such illness occurs. 10-3.1
- All requests for sick leave due to injury will be accompanied by a medical report of that injury. Sick leave compensation will not be paid if an injury results from a position of employment other than in the District. 10-4.0
- A sick leave bank has been established effective September 1, 1981, in the School District. Each teacher in the District shall donate two (2) days of sick leave per year until the bank reaches its maximum. The bank shall be allowed to accumulate up to a maximum of one hundred and twenty (120) days. Any teacher within the District may borrow up to a maximum total of thirty (30) days a year from the sick bank on the following basis: [1] his/her accumulated sick leave has been exhausted, and [2] s/he has been involved in a major operation or a serious and prolonged illness, and [3] the day(s) borrowed shall be paid back by the borrowing teacher at a rate of not less than three (3) days per year. Applications for use of the sick leave bank shall be made to an Association designated committee. The committee, comprised of teachers, shall take into consideration the input of the Administration, decide the disposition of applications, and notify the Building Administrator of their decision. Approved applications for sick leave will be administered by the committee. The sick leave bank shall be evaluated by the committee, which will determine needs for subsequent years. 10-5.0
- By November 1st of each school year, each teacher shall receive from the Superintendent's office a report of sick leave stating the number of sick days accumulated as of June 30th of the previous school year. 10-6.0

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

- Teachers shall be entitled to three (3) days leave with pay per year for the purpose of attending to important and necessary personal matters, which matters could not reasonably be accomplished other than during the time schools are in session. Such leave shall not be used solely to extend vacations and, except in cases of emergency, twenty-four (24) hours advance notice to the building administrator is required for one to be entitled to such leave. 11-1.0
- Professional leave may be granted, with pay, for the purpose of attending conferences, workshops, observing classes in other schools, or other activities which will contribute directly to the teacher's professional growth, provided that such professional leave has the prior approval of the building administrator. 11-2.0
- Two (2) days of funeral leave, with pay, per year shall be granted due to circumstances of death of a relative or close friend. Additional days may be granted by the superintendent. These additional days are not subject to the grievance procedure. 11-3.0
- If a teacher is requested by the superintendent or the principal to attend a function on behalf of the Board or school, such time shall not be charged to the teacher's personal or professional time. 11-4.0

ARTICLE 12

PARENTAL/EXTENDED LEAVE OF ABSENCE

- A teacher shall be granted a leave of absence for the purpose of child rearing after the birth of, or adoption of, a child. Such leave shall commence following the teacher's disability in the event of a birth, or in the event of adoption, upon accepting the child after legal placement. Termination of such leave will coincide with the end of the school year. Upon written request by the teacher, an additional school year shall be granted upon recommendation of the Superintendent and approval of the Board. This request must be submitted to the superintendent not later than February 15th of the year prior to the leave. In no case will a teacher be granted an extended leave that permits absence for more than two (2) school years. Re-employment after the leave will begin at the start of the school year following the expiration of the leave. 12-1.0
- All benefits to which a teacher was entitled at the time of her/his leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon her/his return, and s/he shall be assigned within the scope of her/his certification. 12-2.0
- Teacher on leave under the provisions of this article may continue to be covered under the provisions on Article 16, INSURANCES to the extent permitted by statute. Such coverage is contingent upon said teacher's payment of premiums. Payment is to be made payable to the Rye School District and remitted to the SAU 50 office. 12-3.0
- At the discretion of the board, a teacher may be granted a leave of absence for a period of up to two (2) years. Extensions to such leave shall be left to the discretion of the Board. 12-4.0

ARTICLE 13

SABBATICAL LEAVE

- Sabbatical leave: A teacher may be granted “sabbatical leave” under the following conditions: 13-1.0
- Must have completed seven (7) years of service in the school district, the last four (4) years must have been consecutive. 13-1.1
- Requests for sabbatical leave must be received by the superintendent in writing, on such forms as designated by the Board, no later than January 1, and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested. 13-1.2
- The degree requirements must be completed during the period of sabbatical leave, if the program is for work toward either a Master’s degree or a certificate of advanced graduate specialization. The above policy shall be waived for those persons engaged in a program leading to a doctoral degree. 13-1.3
- Requests for sabbatical leave, on a basis other than the criteria established herein, shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the school district. Upon the recommendation of the superintendent and the approval of the Board, such leave shall be granted. 13-1.4
- Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level, which s/he would have achieved had s/he remained actively employed in the system during the period of her/his absence. The period of sabbatical leave shall be considered continuous service for the purpose of consecutive years of employment accumulated toward retirement compensation. 13-1.5
- Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of services is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equal to the time not served. Remission of the total amount expended by the Board shall be made at the rate of one-half (½) per year for service except in the case of death or total disability of the employee. 13-1.6
- 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 the Administration, shall be furnished by the individual during the leave period. 13-1.7
- A teacher on sabbatical leave shall be paid one-half (½) her/his annual salary for a full year sabbatical or full salary for one-half (½) year sabbatical; however, in no event shall the teacher’s earnings during the period of such sabbatical exceed her/his earnings for the previous 13-1.8

year as adjusted by increment and raise.

Teachers on leave under the provisions of this article may continue to be covered under the provisions of Article 16 INSURANCES. Such coverage is contingent upon said teacher's payment of premiums. Payment is to be made payable to the Rye School District Treasurer and remitted to the SAU #50 office.

13-1.9

ARTICLE 14

RETIREMENT

- For any teacher who has worked a minimum of ten (10) continuous years in the District prior to retirement, and who retires from the District under the New Hampshire Retirement regulations, the District will pay a stipend sum equal to the teacher's years of continuous service in the District multiplied by \$1,000 with a maximum retirement stipend of \$18,000. Part-time employees shall receive pro-rated benefits equivalent to the percentage of time worked. 14-1.0
- The retirement stipend will be paid on or before June 30th of the calendar year in which the teacher retires providing a written notification of pending retirement was received by the Superintendent of Schools on such forms as designated by the Board no later than December 1st of the fiscal year preceding the last year of employment. 14-2.0
- If a teacher should fail to make written notification by December 1st, the Board will stipulate whether the benefit will be paid in the budgetary year the retirement occurs or as soon as funds become available in the next fiscal year. 14-3.0
- The Board may, periodically, offer a retirement incentive package. 14-4.0
- The parties agree that if the Federal or State governments pass legislation that provides incentives for an employer to provide or an employee to participate in an early retirement health insurance program, the parties may reopen the contract to explore this specific issue. 14-5.0
- Notwithstanding any other provision in this Agreement, payment to a Teacher under this section shall be delayed until at least twenty (20) days after the Teacher's retirement in such amount as is necessary to prevent the School District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. 14-6.0

ARTICLE 15

PROFESSIONAL LEARNING ACTIVITIES

- Each teacher who is employed on a 50% contract or greater will be reimbursed up to a maximum of the equivalent of one (1) University of New Hampshire four-credit graduate level course per year at the in-state rate for professional development activities. These funds may be used for courses, conferences, workshops and/or action research as defined in the District's Professional Development Master Plan. The maximum cost to the District shall not exceed \$40,000 (Forty thousand dollars) in each contract year. 15-1.0
- In advance of enrollment, a course/conference/workshop/research must have been approved by the Superintendent of Schools or his/her designee and must support school district goals. 15-2.0
- Educators must receive a minimum of a "B" grade to be reimbursed for the course/class. 15-3.0
- If a course is offered only on a pass/fail basis, the "B" grade requirement in 15-3.0 and 15-4.2 is not applicable. Employees must receive a grade of "pass" for reimbursement. 15-3.1
- The Board agrees to provide advance funding to a teacher for courses, workshops, conferences and/or research related to teaching duties that have the approval of the Superintendent of Schools or his/her designee to a maximum of the equivalent cost of one (1) University of New Hampshire four (4) credit graduate level course at the in-state rate. 15-4.0
- In order to receive advance funding, a teacher agrees to provide appropriate evidence of tuition costs, workshop/conference fees, or research costs. 15-4.1
- Any teacher receiving advance funding will sign a statement of agreement to reimburse the District should the teacher fail to meet the required "B" grade in courses attended. Such monies to be reimbursed may be withheld from salary should this criteria not be met. 15-4.2
- In order to help avoid delays in obtaining reimbursement after course work has been completed, and in lieu of the official grade report, which may not be received in a timely fashion after course completion, the Board agrees to accept a form (see Appendix G) signed by the instructor indicating successful completion of the course. The teacher agrees to provide the Superintendent of School's Office an official grade report when it is received. 15-5.0
- A teacher earning credit and completing courses after June 1st, and/or during the summer, shall be reimbursed in September only if he/she continues in the employment of the District. Reimbursement of courses will be charged against the teacher's allocation in the year in which it is paid. 15-5.1
- Teachers must provide a copy of transcript, or grade report, or in the case of conferences and workshop(s), proof of attendance. 15-6.0
- On a quarterly basis, ACT-Rye shall be granted access to records of the professional development fund's reimbursement, including those funds allocated at the building administrator's discretion. 15-7.0

ARTICLE 16

INSURANCES

The District shall provide the choice of a health maintenance organization HMO [MTB5 3/15/\$1] plan and a consumer driven health plan [CD 2500/5000]. For those teachers on the point of service plan, (BlueChoice), the District will continue to offer this health insurance plan until June 30, 2016, when the plan will be discontinued. 16-1.0

Any teacher hired after July 1, 2015, or not currently on a District health insurance plan, will be only eligible for the consumer driven health insurance plan. 16-1.1

The District shall competitively bid the contract to health insurance providers including, but not limited to, Blue Cross/Blue Shield, Cigna, Harvard Pilgrim, and SchoolCare. Specifications regarding co-pays, deductibles, network providers, and other factors will be as similar as possible to the current insurance plans offered by the District to allow for competitive bidding. 16-2.0

The successful bidder will be chosen by the Board with input from the Association. A committee will be established that includes the Superintendent, two (2) teachers, one (1) school board member and the Business Administrator, to review bids, give input, and give annual feedback. 16-2.1

The District will pay the following percentage of the premium for any individual: 16-3.0

	<u>Plan</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
2015-16:	POS	90%	70%	70%
	HMO	95%	75%	75%
	CD	95%	85%	85%
2016-20:	<u>Plan</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
	HMO	95%	75%	75%
	CD	95%	85%	85%

Health Care Reform Act – Excise Tax on Cadillac Plans. If a provision in Article 16 is deemed to be taxable under the “Cadillac Tax” within the Patient Protection and Affordable Care Act (ACA) or its regulations, either the District or the Association may request in writing that only this article be reopened for renegotiation. If both parties do not reach a consensus within one month the default percentage of this Cadillac Tax will be in the amount of 50% paid by the District and 50% paid by the employee. 16-3.1

As an example, if the employee benefit premium is \$15,000 and the employee’s premium contribution is 10% and the tax threshold amount is \$10,000, the employee’s total contribution will be \$2,500 [\$1,500 (10% of \$15,000) plus \$1,000 (20% of \$5,000)]. 16-3.2

If a teacher, prorated to percentage worked, who had the indemnity plan and had selected the POS or HMO plan by July 1, 2014, the District will annually either deposit into a reimbursable account or give the teacher the difference in cash, the amount based on the chart below. Amount to be paid equally in December and June. The 2014-2015 rate is fixed for the length of the contract. 16-4.0

POS	HMO
Single: \$1,136.90	\$1,520.08
Two-Person: \$1,795.10	\$2,400.08
Family: \$2,423.34	\$3,240.11

Any teacher currently on Plan JY who elects to change directly to the HMO or CD plan for the school year 2015-16 will receive a one-time payment of \$2,000. Amount to be paid equally in December and June. 16-4.1

Any teacher, benefit prorated to percentage worked, electing not to have health insurance, will be given an annual sum of \$2,850, reduced if the teacher works less than the contract year. Amount to be paid equally in December and June. 16-4.2

For a teacher to receive this health insurance payout incentive, the teacher must give written proof annually that he/she has other health insurance in effect and that health insurance must remain in effect for the duration of the fiscal year. 16-4.3

For any teacher selecting the consumer driven health plan; the District will contribute annually into the teacher's health savings account (HSA) 75% of the maximum deductible amount specific to his/her plan (single, two-person or family). The district will provide a debit card system administered by a third party to allow teachers' access to these funds. 16-4.4

The incentive amounts listed in 16-4.2, and 16-5.1 are prorated accordingly to the percentage of time that a teacher works in a given year. This amount is also prorated if a teacher should not work the entire school year. The incentive in 16-4.2 and 16-5.1 will be paid equally in December and June. 16-4.5

The District shall provide the choice of two (2) dental plans (Low Option and High Option) to include two-person or family coverage to a maximum liability of 95% of the actual cost of the premium for the single person Low Option to the District, benefit prorated to percentage worked. 16-5.0

Any teacher, benefit prorated to percentage worked, electing not to have dental insurance will have an annual sum of \$50, benefit reduced if teacher works less than contract year, to be given the equivalent in cash. 16-5.1

The District shall provide life insurance (\$100,000) for each teacher. Spousal and/or 16-6.0

child coverage may be available at teacher's expense.

Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault in the course of his/her employment in the District, and his/her claim is deemed payable under worker's compensation, he/she shall be paid his/her full salary, less the amount of any worker's compensation award made for temporary disability due to such injury for a period not to exceed the school year in which the disability occurred. No part of such absence shall be charged to his/her annual or accumulated leave. Cases extending beyond this period shall be reviewed by the Board. 16-7.0

The District shall provide Long Term Disability (LTD) insurance coverage to a maximum liability of \$100 on the part of the District. 16-8.0

The District will provide for premium conversion as defined under the Internal Revenue Service Code Section 125. The District will be responsible for the associated costs of creating and administering employee reimbursable accounts. The reimbursable accounts available to the employee may include a Health Care Reimbursable Account and/or a Dependent Care Account in accordance with the guidelines and procedures set forth by the Internal Revenue Service. 16-9.0

The Board need not provide coverage as stipulated in Article 16-1.0 and 16-5.0, if the teacher is covered under the same or similar health and/or dental plan. If a teacher is found to have dual coverage, the teacher must reimburse the Board an amount equal to the premiums paid by the Board during this time. 16-10.0

If a teacher should leave the District, the teacher agrees to reimburse the District an amount equal to any benefit(s) that have been extended to the teacher, but not fully earned. 16-11.0

Benefit amounts may be reduced due to age requirements of insurance carrier. The employee will be notified in writing of reduction of benefit. 16-12.0

ARTICLE 17

SALARIES

A teacher shall be placed on the salary schedule at the step appropriate for degree status and creditable years of experience. 17-1.0

A teacher serving more than one-half (½) of a school year (94 days) shall advance one (1) step on the salary schedule for the forthcoming school year. 17-2.0

Teachers classified as part-time must have had worked in excess of 50% of the school days that s/he was contracted for to receive the negotiated increase. 17-2.1

The following formula will be used to determine teacher salary: 17-2.2

- a) For a teacher with 11 or less years of experience in (2015-16, 2016-17, 2017-18) or a teacher with 10 or less years of experience in (2018-19) or a teacher with 9 or less years of experience in (2019-20), the teacher will move one (1) step on the salary schedule if he/she meets the requirements of 17-2.0.
- b) A teacher with greater than 11 years of experience in (2015-16, 2016-17, 2017-18) or a teacher with greater than 10 years of experience in (2018-19) or a teacher with greater than 9 years of experience in (2019-20) will have her/his base salary multiplied by:

2015-16: 2.82 %
2016-17: 2.74 %
2017-18: 2.75 %
2018-19: 2.70 %
2019-20: 2.50 %

Any employee not on the schedule whose base salary compensation is equal to or less than an employee's base salary on the top step of the schedule will receive \$400 more than the bachelor's top step for base pay. 17-2.3

After the adjusted base salary is determined, the stipend for the advanced degree is added. The advanced degree stipends for the following years are: 17-2.4

	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
2015-16:	1,995	3,990	7,979	9,974	11,969	13,964	16,000
2016-17:	2,060	4,119	8,238	10,298	12,358	14,417	16,520
2017-18:	2,127	4,253	8,506	10,633	12,759	14,886	17,057
2018-19:	2,196	4,391	8,783	10,978	13,174	15,370	17,611
2019-20:	2,267	4,534	9,068	11,335	13,602	15,869	18,184

Longevity is then added to the adjusted base salary and advanced degree stipend. Longevity is at the rate of \$125 per year after nine (9) years of teaching in Rye, as a member of the Bargaining Unit, commencing on the tenth (10th) year. 17-2.5

A newly employed Teacher shall be placed on the salary schedule by the Superintendent of Schools (or designee) at a step commensurate with training and experience. 17-2.6

A new Teacher shall not receive a higher salary than any presently employed Teacher with equivalent training and experience. 17-2.7

A new Teacher may be granted up to five (5) years credit for non-teaching work experience by the Superintendent of Schools (or designee). The additional years' credit is not subject to the grievance procedure. 17-2.8

The Board will form a committee that shall include Association representation, to research the feasibility of dedicating funds to be used to grant merit awards for educator performance. Any decision to institute merit awards will be agreed to jointly by the Board and Association. 17-2.9

A part-time teacher shall be paid relative to the existing salary schedule and shall make equivalent progression along the salary schedule, as do the full-time teachers. A part-time teacher shall receive compensation proportionate to the percentage of time worked. 17-3.0

For advancement to a higher teaching stipend (i.e. track), a teacher must notify the Superintendent of Schools in writing prior to the school year in which the advancement shall be paid. If a teacher fails to meet the deadline, s/he may be reimbursed by the end of June of the subsequent school year contingent upon there being a sufficient budget surplus at the end of that school year. Such reimbursement will have priority over any other expenditure of a budget surplus based on originally budgeted line items. 17-4.0

Any college or graduate level credits earned since July 1, 2005 through school-sponsored or building administrator-approved professional development that have not been credited toward any degree may be used for advancement to the B+15, B+30, M+15, M+30 or M+45 level. The Superintendent of Schools may approve any other college credits that were not SAU-sponsored or building administrator-approved professional development if, in his opinion, they are relevant to the teacher's assignment. Credits can only be counted towards advancement to a new degree level – e.g. credits earned prior to advancing to B+30 cannot be used for 17-5.0

advancement to the next track.

A teacher shall be paid biweekly and may elect to be paid under one (1) of three (3) options. The payment option must be declared before February 15th. Changes may be made after that date only with the approval of the Superintendent of Schools for a serious, extenuating circumstances (i.e. a spouse loses a job). 17-6.0

The available salary payment options are as follows:

- 1.) Annual salary divided by twenty-six (26) and paid over twelve (12) months.
- 2.) Annual salary divided by twenty-six (26) and paid over the school year with checks representing the balance payable on the last date in June.
- 3.) Annual salary to be divided into twenty (20) or twenty-one (21) installments in order that the final installment can be made prior to June 30th.

Should a teacher's contract be terminated prior to the expiration date, the teacher must repay to the District any excess moneys, if there are any, received for teaching services not yet rendered on a per diem basis. 17-7.0

The Superintendent of Schools, or designee, will issue a pay calendar prior to the beginning of the school year detailing dates applicable to the above three (3) plans. 17-8.0

ARTICLE 18

REDUCTION IN FORCE

- In the event the Board finds it necessary to reduce the number of teacher(s) in the District, the Board shall give consideration to those teachers who, based upon seniority, performance, and qualifications shall be the best qualified teacher(s) for the assignment and meet with staffing needs of the district. 18-1.0
- Evaluations being equal, seniority will govern. All terminations shall be in accordance with state law. 18-1.1
- Any teacher terminated because of a reduction of force, shall have a letter placed in her/his personnel file stating that said teacher was not offered a new contract because of a reduction in force. Such information shall also be contained in any requests for recommendation. 18-1.2
- In the event of a reduction in force, the building administrator will, for a period of twenty-one (21) months, attempt to notify the reduced in force teacher(s), by certified mail, of any open positions within the district. However, the reduced in force teacher(s) shall send written communication to the building administration on or before February 1st annually, if the teacher(s) wishes to continue to be notified of open positions. Such teacher(s) shall also promptly notify the administration of any changes of address. 18-2.0
- A teacher whose position is reduced in force shall be offered a position in which he or she:
1. holds a current certification endorsement in that assignment area;
 2. is HQT (if applicable) in that assignment area;
 3. has relevant experience; and
 4. has received a recent evaluation rating of effective or better (or equivalent positive rating) on a formal performance evaluation in the area of the recalled position. 18-3.0

ARTICLE 19

CHILDREN OF PROFESSIONAL STAFF

Children of professional staff residing outside of Rye shall be eligible to attend Rye Public Schools (K-8) subject to the following criteria:	19-1.0
1. The staff member shall pay tuition to the District in an amount established by the Rye School Board no later than the April school board meeting prior to the start of the subsequent academic year. For the 2015-16 academic year, the tuition shall be set at \$3,000.	19-1.1
2. A child will only be eligible to attend Rye Schools if the Rye School Board determines, in its sole discretion, that allowing the child to enroll for an academic year shall not increase the District's staffing needs or otherwise significantly increase the District's marginal expenses.	19-1.2
A staff member shall request, in writing, permission to enroll a child no later than May 1 prior to the start of the subsequent academic year.	19-1.3
The staff member shall submit a check in the amount of \$500 with the request. Should a student be offered a position these funds will be applied to the tuition charge for the subsequent year.	19-1.4
Should a student not be offered a position, the funds will be returned to the staff member. Should a position be offered by the District but declined by the staff member, the funds shall be forfeited.	19-1.5
Any student who enrolls but subsequently leaves the district (either voluntarily or involuntarily) prior to February 1 shall receive a prorated refund of tuition based on the number of student days which have transpired. Any student who leaves the district after February 1 shall not be eligible for any refund.	19-2.0
Permission must be sought for each academic year for which enrollment is sought and there is no guarantee that once a student is enrolled for a school year that enrollment will be approved for subsequent years.	19-3.0
A parent requesting renewal for a child shall be given preference over a child who has not previously attended Rye schools if the School Board determines that insufficient space exists to accommodate all requests.	19-3.1
Permission to attend Rye schools may be denied or revoked by the School Board at any time prior to or during the school year if it determines that the student is (or has a history of being) disruptive of the learning environment for any reason including disciplinary incidents, serious or repeated violations of school or district rules and/or procedures, excessive absences or tardiness or if the welfare of the student, other students or staff is or has been compromised or endangered.	19-4.0

The staff member shall be responsible for all travel expenses associated with the child attending a Rye school. 19-5.0

If the child of a staff member becomes eligible for special education and related services, eligibility for enrollment shall be contingent upon the costs of these services being paid by the community of the student's residence or the staff member. 19-6.0

Should a professional staff member leave District employment during the course of an academic year, continued enrollment of the child shall be at the discretion of the School Board. 19-7.0

ARTICLE 20

MISCELLANEOUS PROVISIONS

If any provision of this Agreement, or any application of this Agreement, to any employee or group of employees, shall be found 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 of this Agreement is binding upon the Board and Association including members, and shall be given full force and effect. 20-1.0

The Board agrees not to negotiate with any teachers' group or organization other than the designated Association in regard to any matter subject to negotiation under Article 2, paragraph 2-1, of this Agreement as long as the Association shall represent a majority of the professional employees of said Rye School District. This provision, however, shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in her/his own behalf on matters relating to employment by the Board. 20-2.0

This Agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties. 20-3.0

The Board agrees to provide copies of this Agreement to all teachers employed. 20-4.0

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, or certified mail, at the following addresses: 20-5.0

If from the Association to the Rye School Board:
C/O School Administrative Unit Number 50
48 Post Road
Greenland, New Hampshire 03840;

If from the Rye School Board to the Association:
at the appropriate address as filed with the Board.

The Board agrees to furnish a designated representative in each school building in the district with at least one copy of the Board policies.

No terms or conditions of employment contained within this Agreement may be changed or modified by the individual contract. (See Appendix F.) 20-6.0

Comment [AF5]: Changed from D to F.

ARTICLE 21

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2015, and shall continue in effect until June 30, 2020, subject to either party's right to negotiate a successor agreement as set forth in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon, in writing, by the parties to the Agreement, and, unless such extensions are agreed upon, this contract shall expire on the date indicated herein. Where there is conflict between this Agreement and state law, state law will take effect. 21-1.0

The Board and the Association agree to begin negotiations on the Agreement no later than September 1, 2019. 21-2.0

In witness whereof the parties hereto have caused this Agreement to be signed by their respective president and/or chairperson, attested by their respective secretary and/or clerk. 21-3.0

RYE TEACHERS

RYE SCHOOL BOARD

Witness

Date

Appendix A

SALARY SCHEDULE FOR THE FISCAL YEAR 2015-2016

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
1	44,184	46,178	48,173	52,163	54,158	56,152	58,147	60,184
2	45,509	47,504	49,499	53,488	55,483	57,478	59,473	61,509
3	46,835	48,829	50,824	54,814	56,809	58,803	60,798	62,835
4	48,160	50,155	52,150	56,139	58,134	60,129	62,124	64,160
5	49,486	51,480	53,475	57,465	59,460	61,454	63,449	65,486
6	50,811	52,806	54,801	58,790	60,785	62,780	64,775	66,811
7	52,137	54,131	56,126	60,116	62,111	64,105	66,100	68,137
8	53,904	55,899	57,894	61,883	63,878	65,873	67,868	69,904
9	55,671	57,666	59,661	63,651	65,645	67,640	69,635	71,671
10	57,439	59,434	61,428	65,418	67,413	69,407	71,402	73,439
11	58,985	60,980	62,975	66,964	68,959	70,954	72,949	74,985
12	60,753	62,747	64,742	68,732	70,726	72,721	74,716	76,753

- a. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
1,995	3,990	7,979	9,974	11,969	13,964	16,000

- b. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$125 per year commencing on the tenth (10) year (\$250 for the eleventh year in Rye, etc.)

- c. Teachers who taught in Rye the prior year and have more than eleven (11) years of experience, please see section 17-2.2.

Appendix B

SALARY SCHEDULE FOR THE FISCAL YEAR 2016-2017

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
1	45,332	47,392	49,452	53,571	55,631	57,690	59,750	61,852
2	46,692	48,752	50,812	54,931	56,991	59,050	61,110	63,212
3	48,052	50,112	52,172	56,291	58,350	60,410	62,470	64,572
4	49,412	51,472	53,532	57,651	59,710	61,770	63,830	65,932
5	50,772	52,832	54,892	59,011	61,070	63,130	65,190	67,292
6	52,132	54,192	56,252	60,371	62,430	64,490	66,550	68,652
7	53,492	55,552	57,612	61,731	63,790	65,850	67,910	70,012
8	55,306	57,365	59,425	63,544	65,604	67,663	69,723	71,826
9	57,119	59,178	61,238	65,357	67,417	69,477	71,536	73,639
10	58,932	60,992	63,051	67,171	69,230	71,290	73,349	75,452
11	60,519	62,578	64,638	68,757	70,817	72,877	74,936	77,039
12	62,105	64,165	66,225	70,344	72,404	74,463	76,523	78,625

a. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
2,060	4,119	8,238	10,298	12,358	14,417	16,520

b. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$125 per year commencing on the tenth (10) year (\$250 for the eleventh year in Rye, etc.)

c. Teachers who taught in Rye the prior year and have more than eleven (11) years of experience, please see section 17-2.2.

Appendix C

SALARY SCHEDULE FOR THE FISCAL YEAR 2017-2018

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
1	46,556	48,683	50,810	55,063	57,189	59,316	61,442	63,613
2	47,953	50,080	52,206	56,459	58,586	60,712	62,839	65,010
3	49,350	51,476	53,603	57,856	59,983	62,109	64,236	66,407
4	50,746	52,873	55,000	59,253	61,379	63,506	65,632	67,803
5	52,143	54,270	56,396	60,649	62,776	64,903	67,029	69,200
6	53,540	55,666	57,793	62,046	64,173	66,299	68,426	70,597
7	54,937	57,063	59,190	63,443	65,569	67,696	69,822	71,993
8	56,799	58,925	61,052	65,305	67,432	69,558	71,685	73,856
9	58,661	60,788	62,914	67,167	69,294	71,420	73,547	75,718
10	60,291	62,417	64,544	68,797	70,923	73,050	75,176	77,347
11	61,920	64,047	66,173	70,426	72,553	74,679	76,806	78,977
12	63,782	65,909	68,035	72,289	74,415	76,542	78,668	80,839

a. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
2,127	4,253	8,506	10,633	12,759	14,886	17,057

b. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$125 per year commencing on the tenth (10) year (\$250 for the eleventh year in Rye, etc.)

c. Teachers who taught in Rye the prior year and have more than eleven (11) years of experience, please see section 17-2.2.

Appendix D

SALARY SCHEDULE FOR THE FISCAL YEAR 2018-2019

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
1	47,860	50,056	52,251	56,366	58,838	61,034	62,746	65,471
2	49,296	51,491	53,687	58,078	60,274	62,470	64,665	66,907
3	50,732	52,927	55,123	59,514	61,710	63,906	66,101	68,343
4	52,167	54,363	56,559	60,950	63,146	65,341	67,537	69,779
5	53,603	55,799	57,995	62,386	64,582	66,777	68,973	71,214
6	55,039	57,235	59,430	63,822	66,017	68,213	70,409	72,650
7	56,475	58,670	60,866	65,257	67,453	69,649	71,844	74,086
8	58,150	60,346	62,541	66,933	69,128	71,324	73,520	75,761
9	59,825	62,021	64,216	68,608	70,803	72,999	75,195	77,436
10	61,500	63,696	65,891	70,283	72,478	74,674	76,870	79,111
11	63,414	65,610	67,806	72,197	74,393	76,589	78,784	81,026

d. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
2,196	4,391	8,783	10,978	13,174	15,370	17,611

e. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$125 per year commencing on the tenth (10) year (\$250 for the eleventh year in Rye, etc.)

f. Teachers who taught in Rye the prior year and have more than ten (10) years of experience, please see section 17-2.2.

Appendix E

SALARY SCHEDULE FOR THE FISCAL YEAR 2019-2020

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
1	49,391	51,659	53,926	58,460	60,727	62,994	65,261	67,575
2	50,873	53,140	55,407	59,941	62,208	64,475	66,742	69,057
3	52,355	54,622	56,889	61,423	63,690	65,957	68,224	70,539
4	53,837	56,104	58,371	62,905	65,172	67,439	69,706	72,020
5	55,318	57,586	59,853	64,387	66,654	68,921	71,188	73,502
6	56,800	59,067	61,334	65,868	68,135	70,402	72,669	74,984
7	58,282	60,549	62,816	67,350	69,617	71,884	74,151	76,466
8	60,011	62,278	64,545	69,079	71,346	73,613	75,880	78,194
9	61,739	64,006	66,273	70,807	73,075	75,342	77,609	79,923
10	63,468	65,735	68,002	72,536	74,803	77,070	79,337	81,652

a. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
2,267	4,534	9,068	11,335	13,602	15,869	18,184

b. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$125 per year commencing on the tenth (10) year (\$250 for the eleventh year in Rye, etc.)

c. Teachers who taught in Rye the prior year and have more than nine (9) years of experience, please see section 17-2.2.

APPENDIX F

**RYE SCHOOL DISTRICT
EMPLOYMENT CONTRACT**

1. Preamble. This Employment Contract, hereinafter called the “Contract,” is entered into this XXth day of June, 201X; between the Rye School Board, hereinafter called the “Board”, and XXXXX, hereinafter called the “Teacher”.

2. Employment and Term. The Board agrees to and does employ the Teacher for no more than 188* days for the period July 1, 201X through June 30, 201X inclusive; at the salary of \$XX,XXX.XX to be paid in accordance with Pay Plan XX (X), commencing on _____, 201X, with the last installment to be paid on June 30, 201X.

Comment [AF6]: Changed from 187 to 188.

3. Authority and Responsibility. The Teacher agrees to work for the Board for said period and agrees to conform to and carry out all of the laws and all lawful rules and regulations including adopted Board policies which may be enacted relative to the conduct of schools, employees and/or students and to perform such other co-curricular activities as may be required from time to time by his/her supervisor.

4. Certification. The Teacher shall be required to hold for the life of this Contract a valid certificate in the area of education, properly registered and issued by the State of New Hampshire. The Teacher hereby warrants that he/she is qualified by a certificate, license or permit issued by the State of New Hampshire and is a “highly qualified teacher” in the subject or subjects, which he/she is employed to teach.

5. Resignation. A Teacher who signs a Contract with the Board and gives written notice prior to July 15th of intent to resign will not be released from the Contract until a suitable replacement has been found or forty-five (45) days have expired. After July 15th, a teacher shall be released from the contract by the School Board only for critical personal reasons.

6. Terms and Conditions. All of the terms and conditions of the Collective Bargaining Agreement (CBA) dated July 1, 2015 through June 30, 2020, and any amendments thereto, are incorporated herein by reference and made a part of this Contract.

7. Savings Clause. This Contract is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Any portion of this Contract, declared invalid, under the Laws of the State of New Hampshire or of the United States of America shall not affect the validity of the remainder of the Contract.

8. Signatory Deadline. A Teacher, who fails to sign this Contract in duplicate and return one (1) copy to the Superintendent of Schools within fifteen (15) days from date of issuance, shall be considered to have declined employment.

IN WITNESS WHEREOF the parties have executed this Contract on this XXXXX day of XXXX 201X.

*Shall mean school days defined by the New Hampshire State Board of Education Regulations.

BY:

Superintendent of Schools

Teacher

PERCENT WORKED: XX%

YOE:	<u>XX</u>	
BASE SALARY:		<u>\$X.XX</u>
DEGREE STIPEND:	<u>X</u>	<u>X.XX</u>
LONGEVITY: YRS.	<u>XX</u>	<u>X.XX</u>
TOTAL CONTRACT:		<u>\$X.XX</u>

**RYE SCHOOL DISTRICT
COURSE COMPLETION FORM**

This certifies that _____ has successfully completed the course
(staff member's name)
_____, number _____, and will be awarded a passing grade.

Instructor

Institution

Date

NOTE: In order to receive staff development credit, an official grade report must be submitted.

BENEFIT SUMMARY FOR NEW TEACHERS*

Please read the contract for a more detailed description of each area.

Health Insurance

The District will pay the following percent of the premiums:

	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
<u>Point of Service (POS) 2015-16 Only</u>	90%	70%	70%
<u>HMO</u>	95%	75%	75%
<u>CD</u>	95%	85%	85%

Health Insurance Non-Participation

A teacher, benefit prorated to percentage worked, electing not to have health insurance, will be given an annual sum of \$2,850, reduced if the teacher works less than the contract year.

Dental Insurance

Choice of plans (low option and high option) with three levels: single, two person, or family coverage. District contributes 95% of low option single plan.

Sick Leave

Fifteen (15) days per year for personal illness or immediate family. Personal illness days can accumulate up to 150 days

Personal Leave

Three (3) days per year (do not accumulate)

Funeral Leave

Two (2) days (may be increased by Superintendent of Schools)

Professional Development Days

Granted by Building Administrator (no specific number)

Life Insurance

District pays \$100,000 benefit

Long Term Disability

District pays \$100 towards premium

* Part time teachers shall be entitled to benefits in the same ratio as the time the teacher works compared to a full time teacher as defined in Article 1-2.10.

Note: any teacher selecting the consumer driven health plan; the District will contribute annually into the teacher’s health savings account (HSA) 75% of the maximum deductible amount specific to his/her plan (single, two-person or family).