

AGREEMENT BETWEEN THE TAMWORTH EMPLOYEES
ASSOCIATION AND TAMWORTH SCHOOL BOARD FOR THE
PERIOD JULY 1, 2020 THROUGH JUNE 30, 2023

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ARTICLE I
RECOGNITION

The Tamworth School Board recognizes the Tamworth Education Association for the purposes of collective bargaining as the exclusive representative of a unit consisting of all certified, professional employees of Tamworth School District who do not serve primarily administrative functions.

ARTICLE II
NEGOTIATIONS PROCEDURE

The Association and the Board agree to enter into collective negotiations in accordance with New Hampshire RSA 273-A.

The parties shall meet at reasonable times and places to negotiate in a good-faith effort to reach agreement on matters raised by either party which are negotiable under RSA 273-A.

Each party agrees to make a good-faith effort to provide such non-confidential information in its possession as is reasonably requested and necessary for the intelligent development of proposals. The Board is required to release to the general public only such information as is required by law and only in a form that is convenient for the Board.

Any agreement reached shall be reduced to writing and be signed by the Board and the Association.

If agreement is not reached, either party may call impasse resolution, utilizing the procedure set forth hereunder.

A. If an impasse is declared, a mediator, mutually agreeable to both parties, may be selected from a list provided by the American Arbitration Association or provided by each party. If after ten (10) days from the receipt of the list the parties have been unable to reach agreement on the selection of a mediator, a mediator shall be appointed by the American Arbitration Association. If agreeable to both parties, this step may be bypassed.

B. If either party so chooses or if mediation does not result in agreement, a neutral party chosen by the parties may be selected from a list provided by the American Arbitration Association for the purpose of fact finding; and if after ten (10) days from the receipt of this list the parties have been unable to reach agreement on the selection, a neutral party shall be appointed by the American Arbitration Association.

C. The neutral party shall divide the issues into cost and non-cost items. On non-cost items, the neutral party shall make no findings. On cost items, the neutral party shall be limited to the issues still in dispute. When more than one cost item is submitted, the neutral party shall compute the total cost of each party's last offer and then provide the recommendations best supported by comparability, equity, cost of living, the community's ability to pay, and such other meaningful criteria.

All findings of facts and recommendations may be made public ten (10) days after receipt of these by the parties.

D. If either negotiating team rejects the neutral party's recommendations on cost items, those recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.

E. If either the full membership of the employee organization or the Board of the public employer rejects the neutral party's recommendations, those findings and recommendations shall be submitted to the legislative body of the town, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.

The costs for the services of the mediator and/or neutral party, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by both parties.

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

Time extensions for any of the procedures for impasse resolution occur with mutual agreement by both parties.

ARTICLE III DEFINITION

The term "direct economic benefits" shall mean benefits provided the employee such as group health insurance, authorized leaves of absence, and the number of working days provided in a contract.

ARTICLE IV
RECORDS

Such records as the Board deems necessary for the proper administration of the school system shall be kept on each employee.

All records will be kept in one file at the School Administrative Unit No. 13 office, with the exception of duplicate copies of teacher evaluations kept in the principal's office.

Upon written request, each teacher shall have the right to review, at a time mutually convenient, the contents of his/her file in the School Administrative Unit No. 13 central office, excepting, however, any confidential letters of reference. There will be no additional files or records kept about teacher performance except that the principal may keep a log of conversations with the teacher relative to the teacher's performance. At the teacher's request, a witness of his/her choice may accompany the teacher in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files. The teacher may use the copy machine in the business office, and pay base machine cost per copy, of such contents and records as concerns his/her work or himself/herself.

A teacher shall have the right to respond in writing within seven working days after notification of any complaints filed in his/her personnel file, and the answers shall be attached to the complaint and reviewed by the superintendent of schools or his/her designated representative.

ARTICLE V
PAY DEDUCTIONS

Payroll deductions, in addition to those required by law, are possible under the following conditions:

- A. Upon proper written authorization from the employee, the District agrees to deduct from the wages of the employee a sum certified as Association dues, which sum is to be deducted in equal amounts over ten (10) pay periods beginning with the first pay period in October.
- B. The purchase of tax sheltered annuities is possible for all full-time teachers. Each participant authorizes the School District to withhold the premiums for the annuity from his/her salary.
- C. Teachers electing payroll deductions for a School Board approved credit union shall notify the business office on the form provided for the necessary payroll authorization. The business office will transmit credit union deductions monthly to the authorized credit union.

ARTICLE VI
HEALTH BENEFITS

A. Medical Insurance – The Board will provide a single, two- person, or family health insurance plan to teachers regularly working .80 FTE or more weekly. The plan will be selected by the employee from the Consumer Driven Health Plan Suite (CDHP) offered by the NH School Health Care Coalition. During the length of this agreement the school district will pay 90.0% of the insurance premium on a single, two person, or family plan. The CDHP is designed to avoid/minimize the Affordable Care Act (ACA) excise tax. If at any point the Tamworth School District provided health care plan exceeds the ACA Premium threshold, thus triggering the excise tax, then the parties agree to reopen negotiations on the subject of the payment of the excise tax. Enrollment in the plan is available on the plan's anniversary date, July 1 each year or within 30 days of an employee's qualifying change of status. An eligible employee, either a new employee or one who chose to have the insurance during the previous school year, who declines medical insurance will receive a stipend of \$3,500.00. The eligible employee will continue to receive this stipend for every subsequent year they elect to decline the medical insurance.

B. Dental Insurance – The Board will provide dental insurance at the single membership plan rate. Additional coverage of two-person or family membership may be purchased by the employee. The coverage will be Delta Dental or equivalent/comparable, subject to the approval of both parties. Teachers shall have the option of paying the difference between a single coverage and two-person or family coverage through payroll deduction or reimbursed from the Health Care Reimbursement Account. Any deductible the employee must meet may be reimbursed from the Health Care Reimbursement Account, but must be within the reimbursement limit.

C. Health Care Reimbursement Account – The Board will sponsor a Health Care Reimbursement Account that may be used to reimburse any professional medical/dental/vision expense incurred by the employee and/or their family which will not be reimbursed by any other source. The teacher may contribute up to the maximum amount allowed by law on a before-tax basis.

D. Dependent Care Reimbursement Account – The board will establish a dependent care reimbursement account for teachers who desire to take advantage of this tax reducing incentive. The teacher may contribute up to the maximum amount allowed by law on a before-tax basis.

E. Long Term Disability – The board will provide long term disability coverage to all teachers who work 30 hours or more per week. This coverage will commence on the 91st day of disability and continue until the employee returns to work or reaches the age of 65.

F. Changes in Health Benefits - Any change in a health insurance carrier will be at the

recommendation of a committee consisting of TEA, board representatives, and the superintendent of schools.

ARTICLE VII
PROFESSIONAL COMPENSATION

A. The basic salaries of teachers are covered by this agreement and are set forth in Appendices I, II, and III. Adjustments to the salary will result in increases by 1.7% of the previous year's step 1, for steps 1-3, and 1.7% of the previous year's step 4 for steps 4 and above. A new "Omega" step has been added which is an increase of 2.5% of the previous year's top step for each track.

B. The teacher work year shall be no more than 180 + 5 days. Two of these days shall be the days immediately prior to the opening of school in August/September unless those days are a Saturday, Sunday, or holiday. These days will be used for the teacher to prepare his/her classroom and to fulfill responsibilities pursuant to the opening of school (i.e. staff meetings). Two of these days during the school year will be used for professional growth. One of these days shall be the day immediately following the last day of school for students. Workshop days are contracted work days. An appropriate alternative may be utilized in place of the workshop if agreed to by the principal.

C. Teachers shall be paid biweekly in 26 or 22 payments. The first payment shall be no later than the second Friday upon starting the new school year. Teachers paid in 26 payments shall receive the balance of salary in a lump sum on the last payment in June.

D. Newly-hired members of the bargaining unit may be placed on a higher step than step 1. Public School teaching experience at K-8 grade levels outside the school district shall be granted at full credit. Other pertinent experience may be granted full or partial credit by the superintendent.

E. Once teachers are on schedule, they will proceed annually to the next step in the assigned track until maximum is reached or until they qualify for another track. When they qualify for another track, they proceed to the next track and also advance one step (assuming they are not at maximum when they move on the new track). If teachers expect to qualify for another track for the coming school year, they must notify the superintendent by November 1 of the year preceding that in which this qualification will occur. Once teachers reach the top step of their schedule, they will remain at the top step.

F. The school board reserves the right, on recommendation of the superintendent, to hold a teacher on the same step if his/her performance falls below the professional standards of the school district. The teacher shall be notified by the superintendent concerning a recommendation to withhold advancement and the reason for the

recommendation all prior to the recommendation to the school board. The board will make a decision which it will review upon the request of the teacher.

G. Early Retirement

1. Any teacher may submit to the board a request for early retirement. It must be dated, signed, and submitted by November 1 of the employee's proposed final school year of employment. The request will be a notification to the board of intent to early retire, effective on the following June 30th, and will be in the form of a letter of resignation. The letter represents a conditional commitment and is null and void if the board fails to approve the employee early retirement benefits by December 15 of the year submitted.
2. All requests will be considered in order of seniority. The board will approve the request of the employee with most seniority if s/he has taught at least 20 years, with a minimum of 10 of these in Tamworth School District. The board may approve additional requests, even if they have not provided these years of service, in order of seniority.
3. If approved, the district shall provide teachers granted early retirement on the following schedule:
 - a. Teachers aged 55-58 on their last day of school
 - i. 30% of the teacher's last salary annually for a 5-year period, and
 - ii. single health insurance for a 5-year period (based on the board's amount of contribution to a teacher single health insurance in the final year of teaching), or
 - iii. An annual stipend in lieu of insurance consistent with the board's stipend provided to a teacher eligible for single health insurance who opts not to take it.
 - b. Teachers aged 59-63 on their last day of school
 - i. 25% of the teacher's last year salary to age 66, and
 - ii. single health insurance until the retired teacher qualifies for Medicare (based on the board's amount of contribution to a teacher single health insurance in the final year of teaching), or
 - iii. an annual stipend in lieu of insurance consistent with the board's stipend provided to a teacher eligible for single health insurance who opts not to take it.

H. Retirement

In recognition of a teacher's years of service to the district, the board will provide severance pay for retiring teachers. To qualify, a teacher must have a minimum of 10 years service to the district and retire into the New Hampshire Retirement System. Teachers who opt for early retirement or who leave for educational employment elsewhere will not qualify for severance pay. Severance pay will be determined by multiplying the number of years of teaching service to the district times one percent of the district's base teacher salary in the last year of his or her service.

Example:

Base salary for a teacher with a BA degree = \$29,390

Retiring teacher has a Master's degree and 25 years of service

Severance = $25 \times \$293.90 = \$7,347.50$

I. Teachers retiring from the Tamworth School District will be compensated for any unused Sick Leave Days to a maximum of sixty (60) days at the rate of \$30 per a day.

J. Longevity Stipend

Teachers who have completed 10 or more years of service in the Tamworth School District will receive additional compensation once they are in the second year on the top step. Teachers who have taught for 10 years or more will receive an additional \$50 per year of completed service; teachers who have taught 20 years or more will receive \$75 per year of service. This compensation benefit will be phased-out over the three year term of this contract.

Longevity Stipend

<u># Years</u>	<u>Increment</u>	<u>Baseline Stipend</u>	<u>75% FY21</u>	<u>50% FY22</u>	<u>25% FY23</u>	0 thereafter
10	50	500	375.00	250.00	125.00	
11		550	412.50	275.00	137.50	
12		600	450.00	300.00	150.00	
13		650	487.50	325.00	162.50	
14		700	525.00	350.00	175.00	
15		750	562.50	375.00	187.50	
16		800	600.00	400.00	200.00	
17		850	637.50	425.00	212.50	
18		900	675.00	450.00	225.00	
19		950	712.50	475.00	237.50	
20	75	1,500	1,125.00	750.00	375.00	
21		1,575	1,181.25	787.50	393.75	
22		1,650	1,237.50	825.00	412.50	
23		1,725	1,293.75	862.50	431.25	
24		1,800	1,350.00	900.00	450.00	
25		1,875	1,406.25	937.50	468.75	
26		1,950	1,462.50	975.00	487.50	
27		2,025	1,518.75	1,012.50	506.25	
28		2,100	1,575.00	1,050.00	525.00	
29		2,175	1,631.25	1,087.50	543.75	
30		2,250	1,687.50	1,125.00	562.50	
31		2,325	1,743.75	1,162.50	581.25	
32		2,400	1,800.00	1,200.00	600.00	
33		2,475	1,856.25	1,237.50	618.75	
34		2,550	1,912.50	1,275.00	637.50	
35		2,625	1,968.75	1,312.50	656.25	
36		2,700	2,025.00	1,350.00	675.00	
37		2,775	2,081.25	1,387.50	693.75	
38		2,850	2,137.50	1,425.00	712.50	
39		2,925	2,193.75	1,462.50	731.25	
40		3,000	2,250.00	1,500.00	750.00	
41		3,075	2,306.25	1,537.50	768.75	
42		3,150	2,362.50	1,575.00	787.50	
43		3,225	2,418.75	1,612.50	806.25	
44		3,300	2,475.00	1,650.00	825.00	
45		3,375	2,531.25	1,687.50	843.75	
46		3,450	2,587.50	1,725.00	862.50	
47		3,525	2,643.75	1,762.50	881.25	
48		3,600	2,700.00	1,800.00	900.00	
49		3,675	2,756.25	1,837.50	918.75	
50		3,750	2,812.50	1,875.00	937.50	

- K. The Tamworth School District shall pay teachers who are required to work beyond the contractual number of days provided for in this agreement as follows: the daily rate will continue to apply to any bargaining unit member who engages in duties related to their regular assignment. Payment for curriculum development and other committee work and training will be at a rate of \$30.00 per hour.

ARTICLE VIII REDUCTION IN FORCE

This article applies whenever the Tamworth School Board finds it necessary to reduce the number of certified full time and/or part-time positions for reasons of declining enrollment, budget reduction, or change in board-authorized programs. The decision to implement the reduction in force shall be made at the sole discretion of the school board. The school board will make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many positions as possible through attrition.

A. Notice

As soon as reduction in force is seriously contemplated, the superintendent of schools, upon concurrence with the school board, shall first consult with the president of the teachers' association and then all of the teachers that may be affected.

B. Procedures for Determining Teachers Affected by Reduction in Force

When a RIF is used, the administration will recommend to the board which teacher(s) are to lose their positions. The board must act on the recommendation to enact it. To determine the teacher(s) recommended to the board, the administration will use the following procedure:

1. The impacted teacher(s) will be selected from within the classification of the position(s) being eliminated. Classifications are certification areas and highly qualified status.
2. Within each classification, teachers will be reduced in the inverse order of their years of full time service to the district as a member of the bargaining unit. An employee subject to removal may bump a less senior employee provided that they are certified and legally qualified for that position.
3. In the event that affected teachers have the same school year of hire, the administration will recommend retention of those teachers who it feels will be the best teachers for the school system and the students it serves.

In making this determination, the administration will consider academic preparation, professional growth, experience, job performance, and quality of the

match between the individual and the position to which they are likely to be assigned.

C. Recall

Tenured teachers shall have recall rights for two years from the last day of employment with the district.

1. Teachers will be recalled in each classification in the inverse order of their being laid off.
2. In the event that the teacher was employed in another district during the layoff period, all years of service in another district would accrue as years of experience. All benefits to which the teacher was entitled prior to the reduction in force, providing that they are currently in effect for other teachers, will be returned. This includes unused sick days.
3. The board shall give written notice of recall by sending a registered or certified letter to said employee at his/her last known address. Employees must respond to an offer within 10 days from receipt of the offer or be deemed to have waived recall rights, unless an extension is granted, in writing, by the board.

D. This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.

E. A letter will be placed in the file of any member who is reduced indicating that the non-renewal was due to a reduction in force.

ARTICLE IX RESIGNATION

Any teacher wishing to resign shall give thirty (30) days written notice, but not later than 1 August, to the superintendent of schools. The school board will review requests after 1 August based on extenuating circumstances on a case-by-case basis.

ARTICLE X TRAVEL EXPENSE

The board agrees to pay expenses incurred for educational conferences or for trips involving school business. Mileage reimbursement shall be made at a rate the current IRS established reimbursement rate at the time expenses are submitted. The food and lodging reimbursement rate is \$150 per day, which will be reimbursed for expenses documented by receipts. Applications for such expenses must be approved in advance by the superintendent of schools. No loss of pay will result from the granting of approved

activities. The total reimbursement to all employees under this article shall not exceed \$6,500 for each year of this contract.

ARTICLE XI
COURSE REIMBURSEMENT

The district shall reimburse teachers who are in a degree program an amount not to exceed the current credit hour cost of the University of New Hampshire, and in no instance more than the actual cost involved, up to the maximum of eight (8) credit hours in any one school year for any approved course which is taken by a teacher in a degree program in this school system.

Teachers in a non-degree program will be reimbursed the amount not to exceed the current credit hour cost of the University of New Hampshire, and in no instance more than the actual cost involved, up to the maximum of four (4) credit hours in any one school year.

Approved courses shall be interpreted to mean that the superintendent of schools has determined that the course has a meaningful application to the position held by the teacher. If a surplus of funds is remaining at the end of December, applications for additional course work, to be completed by June 1st, beyond the allowed 4 or 8 credit hours will be accepted on a "first-come, first-serve" basis.

To qualify for reimbursement, a teacher must take each course for a grade unless it is only offered on a pass/fail basis.

Teachers will be paid for approved courses:

A. Summer and fall courses costs will be paid upon the superintendent's approval with the understanding that if evidence of a passing grades, that is B or better, is not received by the school board within three (3) months of the completion date, then the course fees will be deducted from the teachers next pay period payment.

B. Winter and spring course work will be paid upon course completion with the understanding that if evidence of a passing grade, that is B or better, is not received by the school board, then the course fees will not be reimbursed.

The total reimbursement to all employees under this article shall not exceed \$18,000 for each year of this contract.

The board will grant a maximum of five (5) professional days per year to teachers to attend workshops and conferences. A maximum of \$750.00 per teacher, per year, will be granted to cover the costs of the workshop(s) or conference(s).

ARTICLE XII
TIME REQUIREMENTS

Each teacher recognizes that he/she has a professional responsibility to provide the best possible opportunity to each student, and that responsibility may carry beyond the normal school day, including availability:

- A. to students and parents on mutually agreeable times,
- B. for attendance at department and other staff meetings designed to provide meaningful professional growth or to clarify school business in general, and
- C. to participate in other school related activities at the request of the administration.
- D. All attempts will be made to provide adequate planning time and duty-free lunch.

Teachers shall be free to act with professional discretion relative to their time of arrival at school and their time of departure; but in use of this discretion, the teachers must comply with the time of the pupil's day as established by the local board. The teacher's day shall normally not exceed one hour beyond the established pupil's day, which will include time before and after the normal pupil's day. Any change in the established pupil's day or year shall not be implemented until negotiated with the association.

The Tamworth Education Association will have advisory input into the creation of the school calendar.

ARTICLE XIII
PERSONAL LEAVES AND ABSENCES

A. Child Bearing and Child Care Leave – Childcare leave to care for a newborn or newly adopted child up to one (1) school year shall be granted by the Board if requested by the employee. Such leave may be terminated by the board prior to its expiration upon written request of the employee, and in the event of maternity, written approval of the physician. At the expiration of the leave granted by the board, the employee must return to duty or lose all right, title, and interest in and to the teaching position. In the absence of return or resignation, the employee will be terminated. Upon returning to service, the employee shall be assigned to the same or similar position as previously held. Upon return from leave, placement on the salary schedule will be at least the same as when the employee took the leave. If the employee has worked at least 92 days, the employee may be advanced one year's salary credit. Any contribution toward health and/or dental insurance which the district pays would be continued during the leave of absence.

B. Personal Illness - Teachers will begin the contract with a credit of twelve (12) days sick leave on their applicable salary rate for the time lost due to personal sickness or accident other than in connection with their employment. The Board agrees to permit the accumulation of sick leave up to a maximum of ninety (90) teaching days, which includes the allowable sick leave for the current year. Sick leave days may be used to attend to an ill family member residing in the household or dependent upon the employee. The principal and/or superintendent may request verification of the use of sick leave in any instance in which he/she has reason to believe that the use of sick leave has not been for a bona fide reason.

Absence due to injury incurred by a teacher in the course of employment shall not be charged against the teacher's sick leave days. The board shall pay to such teacher the difference between his/her salary and benefits received under the Workmen's Compensation Act for the duration of the teacher's individual contract and refers to only the dollar difference payment and not to the terms of the Workmen's Compensation policy, which could extend beyond the terms of the individual teacher's contract.

C. Illness Leave Bank

1. The Board agrees to establish an Illness-Leave Bank to cover employees only in the event of a long-term illness. The Illness Leave Bank shall be administered by a committee composed of three (3) members of the Association appointed by the President of the Association. This committee shall hereinafter be called the Illness Leave Bank Administrative Committee.

2. Each employee wishing to be covered by the Illness Leave Bank shall agree to donate one (1) day of the twelve (12) sick days that he/she is allowed to accrue in a one year period. Membership in the Illness Leave Bank plan is gained by donation of this day. This day shall be deposited in the Illness Leave Bank on the first contracted work day. The donated day will be deducted from the employee's personal accrued illness leave. The association will determine which teachers opt to gain access to the sick leave bank each year and will inform the SAU by the end of the first full week of school.

3. Membership in the Illness Leave Bank plan may begin as soon as a bargaining unit member has sick leave days to contribute. The Illness Leave Bank shall accrue days from year to year and may have an unlimited number during the course of a school year, however it may only carry 160 days across school years.

Example:

- On the first day of school, the bank has 140 days carrying forward.
- 25 teachers each contribute one day, bringing the bank's total to 165 days.

- Only those teachers contributing during that enrollment period may ask to use days from the bank during that school year.
- If the Illness Leave Bank Committee approves the use of 15 days during the school year, the bank will enter the following school year's enrollment period with 140 banked days. (165 – 15 used – 10 lost = 140)
- If the Illness Leave Bank Committee approves the use of 50 days during the school year, the bank will enter the following school year's enrollment period with 115 banked days. (165 – 50 = 115)

4. A member in the Illness Leave Bank plan shall be eligible to request short term or extended benefits from the Illness Leave Bank after an incapacitating illness or disability provided he/she has exhausted all of his/her accrued personal illness leave. Request for Illness Leave Bank benefits must be made in writing to the Administrative Committee. Such requests will be considered for approval on a first come, first served basis. Approval of any and all requests is restricted to no more than the total number of days accrued by member donations to the Illness Leave Bank.

5. The TEA acknowledges that its decisions about individual requests must comply with all laws and with school district policy, especially anti-discrimination policies. The administration and board shall be held harmless by teachers from accusations of discrimination in the distribution of sick days.

6. In the event that the Illness Leave Bank is dissolved at any time, the accumulated days will be distributed to the current depositors in a manner to be decided by the Illness Leave Bank Administrative Committee.

D. Personal/Business Leave - The Board will grant personal leave to teachers up to three (3) days in any one year, such leave not to be cumulative from year to year. Personal leave under this article is intended to indicate the conducting of business or personal affairs which cannot be accomplished with reasonable planning at any other time. Personal days may not be taken the day before or the day after a federal, state or other school holiday period except with permission from the principal or his/her designee. A form will be provided by the administration and filled out by the teacher taking said leave.

E. Funeral and Illness Leave – In the event of a death of a spouse, common-law spouse, life-partner, or (step) child, an employee shall be granted a leave of absence of five (5) school days. In the event of a death of a father, mother, brother, sister, grandparent, mother or father-in-law, sister or brother-in-law, a teacher will be granted a maximum of four (4) school days. In the event of a serious illness of an immediate family member listed above, a teacher may be granted a leave of absence to a maximum of four (4) school days if, in the opinion of the supervising principal,

such a relationship exists. These days of absence will be with pay, but not accumulative.

F. Legal - If it is necessary for a teacher of the school district to serve as a juror, the teacher shall be reimbursed the difference between his/her regular pay and jury pay. If the teacher must appear as a witness in a court of law, the teacher may be awarded time off at the superintendent's sole discretion, with or without pay.

ARTICLE XIV LEAVE OF ABSENCE

A. Leave of absence without pay for a period of up to one (1) year may be granted at the discretion of the board to teachers who have taught three (3) or more years in the Tamworth School District. Purposes of leave may include graduate study or teacher exchange programs.

1. Leave of absence will normally be for one (1) year in length commencing in September. Leave request will be submitted in writing by April 1st for leaves commencing September 1st. Notification of intent to return in September of the following school year (after the leave) must be submitted in writing to the superintendent at the time of application for leave. The applicant will also verify to the superintendent his/her desire to return prior to February 15th.

2. A teacher returning from a leave of absence shall be placed on the step of the salary schedule and in the track column he/she would have attained had he/she remained in the school system, but will not get a step for the leave. Teachers taking such leaves shall retain all accrued benefits which were their entitlement at the time of the leave, but not be entitled to any benefits, normally available to teachers, while on leave. Any contribution to health and dental insurance which the district pays, the teacher may opt to continue by making personal payments at the group rate through the business office.

3. On return from a leave of absence, a teacher will be assigned to the same or similar position as previously held, unless there is a reduction in force.

B. Personal leave for any and all other purposes or reasons, may be granted by the board at its sole discretion.

ARTICLE XV GRIEVANCE PROCEDURE

A. Definition - A grievance means an alleged violation, misinterpretation or misapplication of any provision of this agreement.

B. A grievance to be considered under this procedure must be initiated in writing by the employee or the association within ten (10) working days of its known occurrence. The following matters are excluded from the grievance procedure:

1. Any matter for which a specific method of review is prescribed by law, or by any rule or regulation of the State Board of Education
2. A complaint of a probationary teacher which is caused by his/her not being employed
3. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not required
4. Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

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

No reprisals of any kind will be taken by the district or teachers against any party in interest or other participant in the grievance procedure. Any party in interest may be represented by counsel or by a representative selected by the association.

Procedure:

Step 1 - Any teacher covered by this Agreement who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) school days. An individual teacher may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the teacher so requests; but any resolution of the grievance shall not be inconsistent with the terms of an existing agreement between the parties.

Step 2 - If the teacher is not satisfied with the decision, he/she may appeal the decision to the principal within five (5) school days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a. The nature of the grievance; i.e., the specific provisions of the contract which have been violated or misinterpreted or misapplied.

- b. The injury and the loss which is claimed; i.e., the specific loss to the teacher in pay or professional integrity.
- c. The remedies sought.

The Principal shall investigate the matter and communicate the decision in writing to the grievant within five (5) school days from receipt of the written grievance.

Step 3 - If the teacher is not satisfied with the decision, he/she may appeal his/her grievance to the superintendent in writing within five (5) school days after the receipt of the principal's decision. The superintendent shall meet with the teacher and shall investigate the grievance and render his/her decision in writing within ten (10) school days after the receipt of the appeal to his/her level.

Step 4 - If the decision of the superintendent does not resolve the grievance and if the teacher decides to appeal that decision, the matter shall be submitted to the School Board within five (5) school days after notification of the superintendents' decision. The School Board shall have thirty (30) calendar days to resolve the issue.

Step 5 - If the decision of the Board does not resolve the grievance to the satisfaction of the teacher, and he/she wishes review by a third party, he/she shall notify the Association within fourteen (14) calendar 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 within thirty (30) calendar days of receipt of the Board's decision. Either party will then initiate a request for arbitration under the procedure set forth herein within thirty (30) calendar days of the Association's decision.

ARTICLE XVI
DURATION OF AGREEMENT

This agreement with Appendices I, II, III, is in effect until June 30, 2023.

TAMWORTH EDUCATION ASSOCIATION

By /s/ [Signature]
President, TEA

4/6/20
Date

[Signature]
Witness

4/6/20
Date

TAMWORTH SCHOOL BOARD

By /s/ [Signature]
Chairperson, Tamworth School Board

4/9/20
Date

[Signature]
Witness

4/9/20
Date

SALARY SCHEDULE

2020-2021

	<u>BA</u>	<u>B + 12</u>	<u>B + 24</u>	<u>MA</u>	<u>MA + 15</u>	<u>M + 30</u>
1	39,433	41,389	42,364	43,341	45,287	47,243
2	40,433	42,389	43,364	44,341	46,287	48,243
3	41,433	43,389	44,364	45,341	47,287	49,243
4	50,136	52,208	53,244	54,279	56,231	58,184
5	51,136	53,208	54,244	55,279	57,231	59,184
6	52,136	54,208	55,244	56,279	58,231	60,184
7	53,136	55,208	56,244	57,279	59,231	61,184
8	54,136	56,208	57,244	58,279	60,231	62,184
9	55,136	57,208	58,244	59,279	61,231	63,184
10	56,136	58,208	59,244	60,279	62,231	64,184
11	57,136	59,208	60,244	61,279	63,231	65,184
12	58,136	60,208	61,244	62,279	64,231	66,184
13	59,136	61,208	62,244	63,279	65,231	67,184
14		62,208	63,244	64,279	66,231	68,184
15		63,208	64,244	65,279	67,231	69,184
16		64,208	65,244	66,279	68,231	70,184
17		65,208	66,244	67,279	69,231	71,184
18		66,208	67,244	68,279	70,231	72,184
19				69,279	71,231	73,184
20				70,279	72,231	74,184
21				71,279	73,231	75,184
22						76,184
Omega	59,755	67,713	68,757	72,875	74,842	77,836

SALARY SCHEDULE

2021-2022

	<u>BA</u>	<u>B + 12</u>	<u>B + 24</u>	<u>MA</u>	<u>MA + 15</u>	<u>M + 30</u>
1	40,104	42,092	43,084	44,078	46,057	48,046
2	41,104	43,092	44,084	45,078	47,057	49,046
3	42,104	44,092	45,084	46,078	48,057	50,046
4	50,988	53,095	54,149	55,202	57,187	59,173
5	51,988	54,095	55,149	56,202	58,187	60,173
6	52,988	55,095	56,149	57,202	59,187	61,173
7	53,988	56,095	57,149	58,202	60,187	62,173
8	54,988	57,095	58,149	59,202	61,187	63,173
9	55,988	58,095	59,149	60,202	62,187	64,173
10	56,988	59,095	60,149	61,202	63,187	65,173
11	57,988	60,095	61,149	62,202	64,187	66,173
12	58,988	61,095	62,149	63,202	65,187	67,173
13	59,988	62,095	63,149	64,202	66,187	68,173
14		63,095	64,149	65,202	67,187	69,173
15		64,095	65,149	66,202	68,187	70,173
16		65,095	66,149	67,202	69,187	71,173
17		66,095	67,149	68,202	70,187	72,173
18		67,095	68,149	69,202	71,187	73,173
19				70,202	72,187	74,173
20				71,202	73,187	75,173
21				72,202	74,187	76,173
22						77,173
Omega	61,249	69,405	70,476	74,697	76,713	79,782

SALARY SCHEDULE

2022-2023

	<u>BA</u>	<u>B + 12</u>	<u>B + 24</u>	<u>MA</u>	<u>MA + 15</u>	<u>M + 30</u>
1	40,785	42,808	43,817	44,828	46,840	48,863
2	41,785	43,808	44,817	45,828	47,840	49,863
3	42,785	44,808	45,817	46,828	48,840	50,863
4	51,855	53,998	55,070	56,141	58,159	60,179
5	52,855	54,998	56,070	57,141	59,159	61,179
6	53,855	55,998	57,070	58,141	60,159	62,179
7	54,855	56,998	58,070	59,141	61,159	63,179
8	55,855	57,998	59,070	60,141	62,159	64,179
9	56,855	58,998	60,070	61,141	63,159	65,179
10	57,855	59,998	61,070	62,141	64,159	66,179
11	58,855	60,998	62,070	63,141	65,159	67,179
12	59,855	61,998	63,070	64,141	66,159	68,179
13	60,855	62,998	64,070	65,141	67,159	69,179
14		63,998	65,070	66,141	68,159	70,179
15		64,998	66,070	67,141	69,159	71,179
16		65,998	67,070	68,141	70,159	72,179
17		66,998	68,070	69,141	71,159	73,179
18		67,998	69,070	70,141	72,159	74,179
19				71,141	73,159	75,179
20				72,141	74,159	76,179
21				73,141	75,159	77,179
22						78,179
Omega	62,781	71,140	72,238	76,565	78,631	81,777