

TIMBERLANE REGIONAL SCHOOL DISTRICT

AGREEMENT

TIMBERLANE REGIONAL SCHOOL BOARD
and the
TIMBERLANE TEACHERS' ASSOCIATION

2009 - 2012

30 GREENOUGH ROAD, PLAISTOW, NH 03865

THIS AGREEMENT WAS RATIFIED BY THE TIMBERLANE TEACHERS' ASSOCIATION ON DECEMBER 2, 2009 AND BY THE TIMBERLANE REGIONAL SCHOOL BOARD ON DECEMBER 3, 2009.

APPROVED BY THE VOTERS ON MARCH 9, 2010.

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ARTICLE 1 **RECOGNITION**

[1.1] BARGAINING UNIT REPRESENTATIVE

Pursuant to the provisions of 273-A of the New Hampshire Revised Statutes Annotated, the Timberlane Regional School District ("District") recognizes the Timberlane Teachers' Association ("Association"), Local 4796, AFT/NH, AFL-CIO as the exclusive representative of the Bargaining Unit.

[1.2] BARGAINING UNIT DEFINITION

The Bargaining Unit consists of professional employees of the Timberlane Regional School District including school nurses and professional employees whose positions require certification by the State Board of Education as a professional engaged in classroom teaching, to include specialists such as art, music, physical education, industrial arts, guidance counselors, educational strategists, school psychologists, associate school psychologists, speech therapists, occupational therapists, physical therapists, reading consultants, and librarians (media generalists).

[1.3] BARGAINING UNIT EXCLUSION

Superintendents, assistant superintendents, principals, assistant principals, department heads, district coordinators, district directors, business administrators, persons employed by the State Board of Education, or teaching principals, and teachers who are employed for less than a fifty percent (50%) work schedule, are excluded from the negotiation unit and from this definition of professional employees.

[1.4] NEW POSITIONS

In the event the School Board adds new positions to the School District, which are in question as to whether or not they are appropriate to the Bargaining Unit; it shall be resolved by the PELRB.

[1.5] DUTY OF FAIR REPRESENTATION

The Association agrees to equally represent all professional employees in the unit designated above without discrimination and without regard to membership in the Association.

ARTICLE 2 **JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

[2.1] BOARD AUTHORITY

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.

[2.2] RESERVATION OF AUTHORITY

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, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

ARTICLE 3 **NEGOTIATION PROCEDURE**

[3.1] NOTICE OF INTENT TO NEGOTIATE

Should either party desire to negotiate a new schedule of salaries and salary related employee benefits for the school year following expiration of this Agreement, it shall notify the other party at least twelve (12) months prior to expiration, and the parties shall meet within thirty (30) days or sooner after the notification for the purpose of submitting salary and/or employee benefit proposals.

[3.2] COST ITEMS

All cost items shall be submitted to the Timberlane Regional School District Meeting in accordance with RSA 273-A:3Ib. The Board shall make a good faith effort to secure the funds necessary to implement said Agreements. If such funds are not forthcoming, the Board shall consult with the Association, with respect only to the matters affected thereby, in order to determine whether any portion of the provision previously agreed to by the parties, may be implemented. If agreement is not reached by the budget submission date, it is recognized that the Board, in the course of meeting its statutory obligations and responsibilities, must submit to the Timberlane Budget Committee such proposals of an economic nature as appear suitable at the time and under prevailing circumstances.

[3.3] MODIFICATIONS TO THE AGREEMENT

For the duration of this Agreement, the Board agrees not to negotiate with any teachers' group or association other than the designated unit in regard to any matter subject to negotiation under Article 1 of this Agreement. However, this provision 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 his/her own behalf on matters relating to his/her employment by the Board. However, the Board recognizes that this Contract cannot be altered for members of the Bargaining Unit without specific written agreement between the Board and the Association.

ARTICLE 4 **GRIEVANCES**

[4.1] DEFINITION

This article provides for an orderly and sole procedure for the processing of employees and School Board grievances pertaining only to the interpretation or application of express provisions of this Agreement. The Board encourages the Association to pursue issues not grievable under this contract through the regular chain of command. The negotiated grievance procedure may not and shall not cover any matter for which statutory appeals procedures exist. Questions as to the interpretation of published Board policies and regulations, provisions of law, or policies and regulation of appropriate authorities outside the Board shall not be subject to the negotiated grievance procedure regardless of whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated or referenced in this Agreement.

[4.1.1] BUSINESS DAYS

Business Days for purposes of Article 4 shall mean Mondays through Fridays, excluding legal holidays and school vacations other than summer vacation.

[4.2] TIME LIMITS

A grievance to be considered under this procedure must be presented to the second party within ten (10) business days of its occurrence, or within ten (10) business days of when the first party should have reasonably known of its occurrence. Once the grievance is being considered, the failure of the aggrieved party to appeal a decision, or lack of a decision, rendered at a given step in the procedure to the next step within the specified time limit constitutes explicit acceptance of the decision and is a waiver of further appeal of said decision. 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. The time limits specified may, however, be extended by mutual agreement, in writing. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the year, the time limits set forth herein may be reduced by mutual agreement, in writing, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

[4.3] REPRESENTATION

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The employee, by his/her request, may be accompanied by a representative of the Association at any step of the grievance procedure. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined. The following grievance procedure applies to individual employees.

[4.4] INFORMAL PROCEDURE

An employee shall first take up his/her grievance informally with the Principal. The Principal shall meet with the employee and attempt to resolve the grievance. The employee shall notify the Principal that their discussion constitutes the informal procedure of the grievance process. The Principal must render his/her decision within five (5) business days of the meeting.

[4.5] FORMAL PROCEDURE

[4.5.1] Step 1

If the matter is not resolved by written or verbal response to the satisfaction of the employee, he/she shall set forth his/her grievance in writing to the Principal, within three (3) business days, specifying: (a) the nature of the grievance and date occurred; (b) the specific language in this Agreement that allegedly was breached; (c) the nature and extent of the injury, loss, or inconvenience; (d) the results of previous decisions; and (e) his/her dissatisfaction with the

decisions previously rendered. The Principal shall communicate his/her decision to the employee, in writing, within three (3) business days of receipt of the written grievance.

[4.5.2] Step 2

If no satisfactory settlement is reached through the informal procedure, the employee, no later than ten (10) business days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made, in writing, reciting the matter submitted to the Principal, as specified above, and the employee's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee and Principal to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) business days. The Superintendent shall communicate his/her decision, in writing, to the employee and the Principal, within ten (10) business days after the meeting.

[4.5.3] Step 3

If the grievance is not resolved to the employee's satisfaction, s/he may request a review by the School Board, no later than ten (10) business days after receipt of the Superintendent's decision. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the School Board within three (3) business days. The School Board shall review the grievance and shall hold a hearing with the employee, within thirty (30) business days of notification, and render a decision, in writing, within twenty (20) business days of the hearing by the School Board.

If the decision of the School Board does not resolve the grievance and the Association determines that the matter should be reviewed further, it shall, in writing, so advise the Board through the Superintendent within fifteen (15) business days of receipt of the Board's decision. The Association may then initiate a request for arbitration under the procedure set forth in section 4.5.3 herein, within thirty (30) business days of notice.

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 4 in order to resolve said dispute. The moving party will notify the other party of its grievance, in writing, and following the response to the grievance; the moving party may then initiate a request for arbitration.

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 State Commissioner of Education, or (c) any by-law 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-continuing contract teacher as defined by RSA 189:14a which arises by reason of his/her 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 continuing contract status is either not possible or not required.

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.

[4.5.4] Step 4

Procedure for Securing the Services of an Arbitrator - The following procedure will be used to secure the services of an arbitrator:

A request shall be made to the American Arbitration Association (AAA) to submit a roster of persons qualified to function as arbitrators in the dispute in question.

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.

If the parties are unable to determine, within ten (10) business days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The hearing before the arbitrator will be held within thirty (30) calendar days or as soon as possible. The arbitrator shall limit himself/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 School Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

The School Board and the Association shall assure all parties freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their appeal with respect to their personal grievances.

[4.6] COSTS

Each party shall bear the total cost incurred by itself.

All fees or costs paid to the AAA, except for the filing fee of the initiator, if any, are the only costs which will be shared by the two parties and such costs shall be shared equally.

[4.7] EXPEDITIOUS RESOLUTION

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.

The School Board and the employee recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance, in good faith by an employee, will not cast any reflection on his/her standing with the Administration or his/her loyalty and desirability to the District nor will the grievance be considered as a reflection on the Administration or the School Board.

ARTICLE 5 LEAVES OF ABSENCE

[5.1] PERSONAL ABSENCE

Up to three (3) personal days shall be granted to each employee each school year for personal, family, religious or legal business, which requires the employee's absence and cannot be conducted outside school hours. The employee shall not be required to specify the reason for personal days. The employee shall give the building principal at least two (2) calendar days advance notice that a personal day is needed, except in the case of an emergency. The maximum number of personal days which may be used on the same day is two (2) at Atkinson Academy, Danville, Sandown Central and Sandown North Elementary Schools, and three (3) at Pollard Elementary School, and four (4) at the Middle School and High School. Personal days may not be utilized on the contract day before or the contract day after a vacation, holiday or other leave, except in the case of an emergency. A personal day shall not be recreational in nature.

[5.2] SICK LEAVE

[5.2.1] ACCUMULATION

On the first work day of each calendar month, each employee shall be granted paid sick leave due to personal illness at the rate of one and one-half (1.5) days per calendar month to a maximum of fifteen (15) days per year, fifteen (15) of which may be used for family illness. Sick leave days shall accumulate up to one hundred twenty (120) total days. Salary settlements will incorporate the 1.5 days per month concept. Sick leave may be taken in quarter (1/4) day increments.

[5.2.2] EVIDENCE OF DISABILITY OR SICKNESS

The Superintendent may make reasonable demands for satisfactory evidence of a disability or sickness, including a second opinion from a mutually agreed to physician, at District expense, in those cases involving more than five (5) continuous days.

[5.2.3] BENEFITS ON LEAVE

No combined employee benefits (sick leave, disability leave, workers' compensation, or jury duty) will allow a teacher to gain in excess of 100% of existing daily rate of salary. If an employee is eligible to receive workers' compensation, the District's obligation to pay sick leave benefits shall be reduced by the amounts actually received from workers' compensation benefits. The employee's assessed sick leave time will be prorated in accordance with the workers' compensation contribution.

[5.3] DISABILITY BANK

[5.3.1] DEFINITIONS

Disability - A medical condition, physical or mental, which causes one to be unable to perform his/her contractual obligation for a period of twenty (20) contract days or more.

Disability Bank - A pool of paid leave days that may be drawn upon after any and all individually accumulated sick leave days have been exhausted.

[5.3.2] ESTABLISHMENT OF BANK

The bank will be established the first work day of each school year, allowing carry-over from the previous year, if such carry-over exists, so that the pool could reach a maximum of six hundred (600) days. If the carry-over from one year does not drop below four hundred (400) days by September 1, of the next year, members will not be required to contribute one of their individually authorized sick leave days to the pool. If the total number of days in the disability bank pool drops below four hundred (400) days, all members of the full unit with at least one full year of service to the District will contribute one of their individually authorized sick leave days on the first work day of the next school year.

[5.3.3] BOARD OF REVIEW

A Board of Review will be established to determine the assignment of days from the pool. This Board of Review shall only have control over the assignment of extended disability leave benefits from the pool. The Board of Review shall consist of:

- The President of the Timberlane Teachers' Association or his/her designee;
- The Association Building Representative of the employee in question, or a member of the unit chosen by the applicant;
- The Building Principal of the employee in question;
- The Superintendent of Schools or his/her designee;
- The School Board Chairman or his/her designee.

[5.3.4] DISTRIBUTION OF BENEFITS

Members of this unit with at least one year of service to the District may apply for a number of days consistent with a one for one match of their individual sick leave accumulation as of the end of the previous contract year brought forward to the year of the onset of the disability. The combined benefit of accumulated personal sick leave and disability bank leave may not exceed two hundred forty (240) days and may carry over from one contract year to another. Teachers with less than one full year of service in the District will not be required to contribute one of their individual accumulated sick leave days to the disability leave bank. The Board of Review reserves the right to request reapplication and documentation for everyone requesting more than fifty (50) days from the pool. Any benefits will be minus other insurance coverage (i.e. workers' compensation, Social Security, etc.).

[5.3.5] WORKER PROTECTION

The District will allow unit members to be reimbursed up to three (3) sick days from the Sick Bank for injuries that occur at the work site or in the off-site performance of their duties not covered under other benefits.

[5.4] MATERNITY/CHILDBEARING LEAVE

Maternity/Childbearing Leave shall be granted without pay upon proper notification to the Superintendent. The teacher shall request such leave, in writing, at least two (2) months in advance of the expected date of delivery. The request shall include (a) the expected date of termination of employment (b) the estimated date of delivery, and (c) the expected date of return to employment. Return from leave, must coincide with the day on or before the successful post partum examination by the teacher's attending physician. Accumulated sick leave may be used prior to the commencement of an approved child rearing leave for documented disability time. A teacher who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided, any determination relative to her ability to continue or not continue will be based on competent medical evidence. Once the maternity/childbearing leave has expired, the District will provide job placement in the same position or in a similar position in which the employee is certified/licensed.

[5.5] CHILD REARING/PATERNITY/FOSTER AND ADOPTED CHILDREN LEAVES

Child rearing leave of one year shall be granted without pay or other benefits except as stated in the following paragraph to teachers with two (2) years of service with the School District. The teacher shall request such leave, in writing to the Superintendent, two (2) months in advance of the expected date of delivery. The request shall include (a) the expected date of the leave, (b) the expected date of return to employment, and (c) expected delivery date. As much notice as possible of leave for acceptance of foster children or the adoption of children will be given by the employee.

Once the leave has expired, the School District will provide job placement in either the same position or in a similar position or in a position in which the employee is certified. Return from leave must coincide with the start of one of the four (4) quarters of the school calendar. Any change in the date of return shall require prior approval of the Superintendent. Such approval will not be unreasonably denied. In the event unforeseen circumstances occur surrounding the birthing process, said teacher shall be allowed to return to employment at the completion of the recovery/recuperation. Any employee who works two (2) or more complete quarters during one (1) contract year will be eligible for advancement consistent with the next step on the salary schedule for the following year, plus any school improvement pay. Teachers returning from child rearing leave will retain their benefits earned prior to the commencement of their leave. Teachers already enrolled in the District medical program will be continued in that program through the calendar month following the month they begin the approved leave. Beyond this, teachers may elect to continue the group health and life insurance coverage at their own expense during the term of their leave.

[5.6] BEREAVEMENT LEAVE

An employee shall be granted reasonable absences because of death in his/her immediate family with pay, not to exceed four (4) days per bereavement. In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased, the responsibility of the employee for making funeral arrangements and the distance traveled. A fifth day with pay, requested by virtue of distance, may be granted at the discretion of the Superintendent. An employee's immediate family shall be considered as husband, wife, domestic partner who resides in the employee's household, child, stepchild, parent, stepparent, sibling, stepsibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, son-in-law and daughter-in-law. For other persons residing in the same household the employee shall be granted bereavement leave not to exceed four (4) days. An employee shall be granted reasonable absences with pay because of the death of his/her uncles, aunts, first cousins, nieces and nephews, not to exceed two (2) days per bereavement. Additional consideration for bereavement leave shall be granted at the discretion of the Superintendent of Schools in those cases not considered immediate family.

[5.7] SABBATICAL LEAVE

[5.7.1] NUMBER GRANTED

Sabbatical leave for approved full-time study, or for other approved educational activities, will be available to as many as three (3) members of the unit each year, provided the granting of such leave will not, in the opinion of the Superintendent and Board, impair the effectiveness of instruction within the educational system.

[5.7.2] ELIGIBILITY

To be eligible for Sabbatical Leave, a professional employee shall have been employed in a professional capacity by the Timberlane Regional School District for at least seven (7) consecutive years.

[5.7.3] LEAVE OPTIONS

Sabbatical Leave may be granted for one (1) school year at a fifty percent (50%) rate of pay and fifty percent (50%) insurance benefit for the period of absence provided the recipient is enrolled in a full-time approved program as defined by the institution the teacher is attending. Payment for professionals on sabbatical leave will be bi-weekly and distributed in accordance with current payroll procedures. No other salary-related benefits shall be provided during the sabbatical leave.

[5.7.4] APPLICATION PROCEDURE

An eligible professional employee desiring to apply for sabbatical leave shall file a preliminary request for sabbatical leave and a plan for the use of such leave with the Superintendent and the School Board no later than November 15 of the preceding year. A final request for sabbatical leave shall be filed no later than April 30 of the calendar year in which the sabbatical leave is to commence.

[5.7.5] WRITTEN REPORT OF ACTIVITY

Upon completion of the sabbatical leave, the Superintendent and the School Board will require a professional employee to complete a written report describing the manner in which the leave was used and the educational value received.

[5.7.6] REQUIRED SERVICE

Any professional employee to be granted a sabbatical leave shall contract with the Superintendent and School Board that upon the termination of such leave, s/he shall return to service in the Timberlane Regional School District for a minimum period of twice the length of the leave.

[5.7.7] RETURN STATUS

Upon return from full-year sabbatical leave, the professional employee shall:

Be placed at a salary level, on the Salary Schedule, commensurate with the additional year of service and any degree status change.

Be returned to the same position which s/he held at the time his/her leave commenced, if available, or, if not available, to an equivalent position insofar as this is possible.

[5.7.8] PREREQUISITE SERVICE

A second or third sabbatical leave shall not be authorized until the professional employee has served a period of seven (7) consecutive years after returning to service.

[5.8] SERVICE TIME/STEP ADVANCEMENT

Except as may otherwise be expressly provided in this agreement, for purposes of compensation, unpaid leave of more than one-half (1/2) of the school days in the student school year shall not count as an additional year of service.

ARTICLE 6

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

[6.1] LAYOFF/RELEASE

When, in the discretion of the School Board, a reduction in professional certified staff is required, such reduction shall be accomplished as follows:

The schedule for release of personnel shall be by program and/or school.

Probationary personnel shall be released first, unless the layoff means loss of program. Personnel with more than three (3) years of experience (hereinafter called "experienced") with the District shall be released secondly, except that the Board reserves the right to defer to Article 3 when seniority procedures would mean loss or diminishment of program.

The release of experienced staff will consider seniority first, but will defer to the following criteria when seniority procedures would mean loss or diminishment of program:

- a. Certification
- b. Academic preparation
- c. Professional growth
- d. Job performance
- e. Experience in certified area and/or job classification (elementary, secondary, special services)

[6.2] TRANSFERS OR REASSIGNMENTS

In the event the layoff involves the transfer or reassignment of teachers, the change shall be made at the sole determination of the Superintendent.

[6.3] RECALL

Experienced personnel, only, shall be recalled in inverse order of release for new positions which may become available and for which the individual may be qualified and certified in accordance with the above procedure. The recall list shall be maintained for a period not to exceed one (1) year.

[6.3.1] NOTIFICATION OF RELEASE

All correspondence by the Superintendent and teachers shall be by certified mail receipt requested.

[6.3.2] RECALL NOTICE

Teachers shall be responsible for notifying the Superintendent, in writing, of their current address. Recall notice shall be mailed at the time a position(s) become(s) open.

[6.3.3] ACCEPTANCE OF RECALL

Teachers shall have twenty (20) calendar days to respond to any recall notice. Failure to accept recall, in writing, shall terminate the teacher's rights under this Article.

[6.3.4] ACCEPTANCE OF TRANSFERS

In the event the layoffs require transfer, teachers must accept the transfer or forfeit their right to employment.

[6.4] RETENTION OF SENIORITY

Personnel released under this policy and who are recalled within the recall period shall retain all seniority accrued in the District at the time of release and shall retain all rights under the law accruing to their experience.

[6.5] SENIORITY

For the purpose of this Article, the term seniority means continuous, uninterrupted service in major endorsement from the most recent date of hire. Teachers who are promoted to a non-teaching position out of the Bargaining Unit shall retain their seniority for a period of one (1) year if they return to an open teaching position.

[6.6] VACANCIES

Whenever a permanent unit position becomes vacant, said vacancy shall be posted in each school and on the School District website for five (5) days prior to advertising the position publicly. During summer vacation periods, such vacancies shall be posted in the central administration building and on the School District website, and a copy shall be sent to the Association President by U.S. Mail.

**ARTICLE 7
PROFESSIONAL IMPROVEMENT**

[7.1] CONTINUED EDUCATION

Since both parties to this Agreement appreciate the importance of continued training and professional improvement, each professional employee is expected to establish a continuing plan, therefore, which shall be reviewed on a periodic basis. Accordingly, and in support of such programs of self-improvement and development, the Board agrees to provide funds for workshops and to subsidize the cost of approved educational courses for professional employees in accordance with the following provisions.

[7.1.1] COURSE APPROVAL

Any professional employee desiring reimbursement for an educational course shall discuss his/her plans for further study with his/her building principal and obtain the Principal's and the Superintendent's approval prior to enrollment in the course.

[7.1.2] PER CREDIT REIMBURSEMENT

The Board will reimburse a professional employee for tuition for up to twelve (12) credits for approved courses per teacher per year at the rate of \$425 per credit hour.

[7.1.3] REIMBURSEMENT PROCEDURES

Monies will not be approved or encumbered prior to one month before the first class session of a course. The teacher then must present evidence of registration for the class within fourteen (14) days of the first class session or the encumbrance will be made available to other members of the unit on a first come, first serve basis according to the date of application. Reimbursement will be made upon the employee's presentation to the Superintendent of evidence of completion of the course with a grade of "B" or better and a receipt from the Bursar's office indicating tuition charges made. There shall be no reimbursement for a grade of B-.

When a course is approved and commenced in one contract year, but evidence of the grade and tuition charges are present in the next contract year, the reimbursement will be applied against the annual allocation under Section 7.1.4 for the contract year during which the course was approved and commenced.

[7.1.4] ANNUAL ALLOCATIONS

The amount of money available for course reimbursements will be \$95,000.

[7.2] CONFERENCES, INSTITUTES, VISITS, AND WORKSHOPS

Teachers shall be allowed time, within the current approval process, with no loss of pay, to visit other schools, attend workshops, institutes and/or conferences for professional improvement.

[7.2.1] ANNUAL ALLOCATION

The pool of money available to cover the expense of these visits, workshops, institutes and/or conferences will be as follows:

| | |
|-----------|----------|
| 2009-2010 | \$42,500 |
| 2010-2011 | \$42,500 |
| 2011-2012 | \$45,000 |

[7.2.2] ALLOCATION MECHANISM

The pool shall be allocated to each District school on a per-capita basis.

**ARTICLE 8
INSURANCE PROTECTION**

[8.1] HEALTH INSURANCE

[8.1.1] PLAN

A. For the 2009-10 contract year the Board shall offer to an employee a comprehensive schedule of medical insurance benefits as defined by the New Hampshire Municipal Association BlueChoice-New England, BlueChoice-New Hampshire, Matthew Thornton, or a different plan that the parties mutually agree is equivalent. The BlueChoice-New Hampshire plan shall provide for \$10 office visit co-payments and \$50 emergency room visit co-payments.

Beginning with the 2010-11 contract year:

B. The Board shall offer to an employee a comprehensive schedule of medical insurance benefits as defined by the New Hampshire Local Government Center BlueChoice-New England, BlueChoice-New Hampshire, HMOBlue-New England, and Matthew Thornton, or a different plan that the parties mutually agree is equivalent. However, no employee hired on or after July 1, 2010 may access the the BlueChoice-New England plan. All plans shall provide for \$20 office visit co-payments, \$100 emergency room co-payments, and R\$3/15M\$3/7 prescription coverage.

[8.1.2] DISTRICT CONTRIBUTIONS

EFFECTIVE JULY 1, 1997

A. For the 2009-2010 contract year:

[8.1.2.1] MONTHLY PREMIUM CONTRIBUTIONS IF BASE AMOUNT IS NOT EXCEEDED

Effective July 1, 1997, and annually thereafter, as long as the monthly premiums for coverage do not exceed the following base amounts:

- Single Membership Coverage \$199.41 per month
- Two-person Membership Coverage \$388.82 per month
- Family Membership Coverage \$524.91 per month

The District’s contribution to health insurance premiums shall be:

- 90% toward Single Membership Coverage
- 85% toward Two-person Membership Coverage
- 85% toward Family Membership Coverage

[8.1.2.2] MONTHLY PREMIUM CONTRIBUTIONS IF BASE AMOUNT IS EXCEEDED

If on July 1, 1997, or annually thereafter, the premiums for health insurance exceed the base amounts specified in Section 8.1.2.1 above, the District’s contribution to health insurance premiums shall be:

- For single membership coverage, 90% of the base amount specified in Section 8.1.2.1 for the same coverage, or 90% of the prior year’s premium for the same plan and coverage, whichever is greater;
- For two-person membership coverage, 85% of the base amount specified in Section 8.1.2.1 for the same coverage, or 85% of the prior year’s premium for the same plan and coverage, whichever is greater;
- For family membership coverage, 85% of the base amount specified in Section 8.1.2.1 for the same coverage, or 85% of the prior year’s premium for the same plan and coverage, whichever is greater.

PLUS the lesser of:

- Three-fourths of that portion of the difference between the premium and the prior year’s premium for the same plan and coverage which does not exceed 10% of said prior year’s premium and one-half of that portion of the difference which exceeds 10% of said prior year’s premium; or

- Three-fourths of that portion of the difference between the premium and the base amount specified in Section 8.1.2.1 for the same coverage which does not exceed 10% of said base amount and one-half of that portion of the difference which exceeds 10% of said base amount.

B. Beginning with the 2010-11 contract year:

The District's contribution to health insurance premiums shall be:

| | <u>BC-NE</u> | <u>BC-NH</u> | <u>HMO-B-NE</u> | <u>Matthew Thornton</u> |
|----------|--------------|--------------|-----------------|-------------------------|
| Single | 85% | 90% | 85% | 90% |
| 2-Person | 80% | 85% | 80% | 85% |
| Family | 80% | 83% | 80% | 85% |

[8.1.3] MEDICAL INSURANCE BUY-OUT

Each year that an employee elects not to be insured by the plan offered herein by the District, s/he shall receive an annual bonus in the amount of \$500, which shall be paid during each school year for which the employee is not covered by the plan offered by the District. The District shall pay no portion of the premium for any plan not offered by the District. This annual payment will be paid concurrently with the last paycheck issued in June.

[8.2] DENTAL INSURANCE

[8.2.1] PLAN

The Board shall provide to the employee a comprehensive schedule of dental insurance benefits at least equivalent to the Northeast Delta Dental Plan II, as provided by the Northeast Dental prospectus, August 20, 2002.

[8.2.2] DISTRICT CONTRIBUTIONS

District contributions for the term of this Agreement shall be seventy-five percent (75%) towards Single/Two Person/Family Coverage

[8.3] TERM LIFE INSURANCE

A term life insurance policy will be made available to each faculty member who qualifies. The premium for this insurance coverage will be paid by the Timberlane Regional School District as follows: The amount of insurance will be \$40,000 with an employee option to buy an additional \$50,000 worth of insurance at the employee's expense if permitted by the insurer.

[8.4] CONTINUATION OF BENEFITS

Should employment terminate as of the close of school in June, insurance coverage shall remain in effect at District expense according to the terms of sections 8.1, 8.2, and 8.3 above, through August 31 of the school year just completed.

[8.5] INSURANCE COMMITTEE

The Timberlane Regional School Board agrees to establish a committee of teachers, appointed by the Timberlane Teachers' Association, and administrators, appointed by the Superintendent, to review all existing insurance programs and to make recommendations to the Board. The committee will meet at least one year before the expiration of this Agreement.

[8.6] FLEXIBLE SPENDING

The Board shall make flexible spending accounts available to employees in the bargaining unit.

**ARTICLE 9
MISCELLANEOUS**

[9.1] SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employer or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

[9.2] EFFECT OF CHANGES

Nothing in this Agreement which changes pre-existing Board policy, rules, and regulations shall operate retroactively unless expressly so stated.

[9.3] PERSONNEL FILES

[9.3.1] ACCESS

Personnel files of bargaining unit members shall be kept confidential. Access to the file shall be strictly limited to school district personnel with a bona fide need such as members of the Superintendent's staff, Principals, Assistant Principals and their secretaries. Each employee shall have the right, upon request within three (3) business days to review the contents of his/her personnel file, with the exception of references and recommendations provided to the district on a confidential basis, e.g., by universities, persons not connected with the district, former employers, etc.

[9.3.2] RIGHT TO RESPOND

Employees will be given a copy of any and all material that may be used against them in a disciplinary action at the time that it is placed in the file. Explanatory rebuttal statements can be attached to the material housed in the file provided such statement is made within ten (10) working days after the employee receives the material. Any reference to allegations that are investigated and determined to be unfounded shall be removed from an employee's file.

[9.3.3] ANONYMOUS MATERIALS

Allegations about a teacher arising from anonymous letters or materials will be brought to the attention of the teacher who will receive a copy of the material. Should the building Principal deem it necessary the Principal will initiate an investigation. The results of any investigation will be shared with the teacher. Any copies of any materials resulting from a consequent investigation will be given to the teacher. Anonymous materials and the results of any consequent investigation which do not lead to immediate discipline will be placed in the teacher's personnel file, in a sealed envelope. Only in the instance of a disciplinary action brought against the teacher for the same time period referenced by the anonymous material or directly related to specific allegations in the anonymous material may such materials be accessed by persons other than the teacher, his/her representative, the Superintendent and/or the Assistant Superintendent. Rumors that are determined to be unfounded shall not be the cause for disciplining an employee.

[9.3.4] PLACEMENT IN PERSONNEL FILE

All materials placed in the file will be dated and signed by the individual assigning such material to the file with a copy being provided to the employee at the time.

[9.3.5] EXCLUSION OF GRIEVANCES

Grievances shall be kept in a separate grievance file and not placed in a personnel file.

[9.4] DISCIPLINE

[9.4.1] POLICY CHANGES

Copies of all changes in school board, school district and school rules and policies will be placed in the policy books in each school library and will be posted on the District website.

[9.4.2] RIGHT TO REPRESENTATION

An employee who is required to appear before the Board or an administrator concerning a matter for which the employee is subject to discipline may be accompanied by a representative of the Association.

[9.5] COMPLAINTS AGAINST ANOTHER EMPLOYEE

An employee in this bargaining unit who wishes to file a complaint against another employee of the School District shall file the complaint in writing with the building principal, or with the Assistant Superintendent if the complaint is against the building principal. The administrator who receives the complaint shall cause it to be investigated; shall direct the employee against whom the complaint was filed not to retaliate against the complainant; shall determine whether the complaint is founded; and shall take any necessary action in response to the complaint. The complainant will be notified whether the administrator determined the complaint to be founded, and whether action was taken in response to the complaint.

[9.6] JOINT LOSS MANAGEMENT COMMITTEE

The School District will operate a joint loss management committee in accordance with the New Hampshire Workers' Compensation Law. The joint loss management committee shall meet regularly to develop and carry out workplace safety programs, alternative work programs that allow and encourage injured employees to return to work, and programs for continuing education of employers and employees on the subject of workplace safety.

ARTICLE 10 WORK DAYS/YEAR

[10.1] DEFINITION OF SCHOOL DAY AND WORKING HOURS

[10.1.1] LENGTH OF SCHOOL DAY

The length of the school day, on the premises, for teachers, including both classroom and non-classroom time, shall be seven and one-quarter ($7\frac{1}{4}$) hours for teachers grades Pre-K-5 and grades 6-12. The length of the school day for teachers who serve students at both levels (Pre-K-5 and 6-12) in the same day, including classroom and non-classroom time, is not to exceed seven and one-quarter ($7\frac{1}{4}$) hours. The administration reserves the right to stagger the starting time for teachers with reasonable notice to teachers.

[10.1.2] CHANGES TO LENGTH OF DAY

The Board has the right to establish the time of the student day and teacher day. Changes in the length of day shall not be made without meeting and consulting with the Association.

[10.1.3] EXCEPTIONS TO LENGTH OF DAY

The following exceptions shall apply to the above length of school day provision:

[10.1.3.1] EVENING MEETINGS

Teachers may be required to attend up to three (3) evening sessions per year, each session not to exceed three (3) hours, for the purpose of conferences with parents, open houses, concerts, or programs, or other school business. Teachers of art, music, physical education, gifted and talented, special education, and guidance counselors may be required to attend an additional three (3) evening meetings beyond those outlined in section 10.1.3.1, above. Each session is not to exceed three (3) hours.

[10.1.3.2] POSTING OF MEETINGS

Whenever practicable, the administration will post notice of the dates of required evening meetings for each semester by the first Friday of that semester.

[10.1.4] AFTER SCHOOL MEETINGS

Teachers may be required to attend up to twenty (20) faculty or district meetings per school year, provided that there may be no more than two (2) such meetings per month, which may, at the middle and senior level, last sixty (60) minutes and begin within fifteen (15) minutes beyond the student dismissal time, and at the elementary schools (E-5) may begin sixty (60) minutes before the student starting time or begin within fifteen (15) minutes beyond the student dismissal time, not to exceed sixty (60) minutes.

[10.1.5] VOLUNTARY MEETINGS

Any evening session that a teacher voluntarily opts to attend is not to be included in sections 10.1.1, 10.1.2, or 10.1.3, above.

[10.2] DUTY FREE LUNCH

Each teacher in the District will be given at least twenty-two (22) minutes for lunch each day and thirty (30) minutes wherever practical. These lunch times will be uninterrupted by duties, meetings, or other obligations.

[10.3] PLANNING TIME

[10.3.1] ELEMENTARY SCHOOLS

Each teacher of grade Pre-K-5 and the specialists who serve those students will be given at least 225 minutes of preparation time within the student day each 5-day student week. Each day of the week, each teacher will have at least forty (40) continuous minutes each day for preparation time.

[10.3.2] MIDDLE AND SECONDARY SCHOOLS

Teachers of grades 6-12 and the specialists who serve those students will be given at least one (1) class period within the student day, each day, for preparation time.

[10.3.3] INTER-BUILDING ASSIGNMENTS

Teachers who service students at both levels (E-5 and 6-12), or who must travel between buildings in the same day will be given thirty (30) minutes (excluding travel time) for preparation within the student day. Preparation times will be free of duties and student supervision except for emergency situations.

[10.5] NON-TEACHING DUTIES

[10.5.1] DUTIES

Professional employees, other than nurses and employees who work in multiple buildings, will be regularly scheduled on the duty roster to perform duties. Teachers are expected to perform the following duties: bus duty, study hall duty, cafeteria duty, recess duty, and corridor duty, except that:

- a teacher shall not be assigned to cafeteria and/or recess duty more than an average of two (2) times per week during the school year; and
- a schedule of all duty assignments shall be posted at the beginning of each quarter or trimester of the school year, according to the building schedule; and
- distribution of all duties shall be on a rotating basis in as equitable a manner as possible; and
- a teacher will not be assigned more than five (5) duties per week.

[10.5.2] LUNCH/PREPARATION TIME

Duty assignments will not infringe upon the teacher's uninterrupted lunch or duty free preparation time.

[10.5.3] RELEASE FROM DUTIES

The time gained when professional employees are released from duties is expected to be used for student related needs.

[10.5.4] RECESS DUTY

Recess duty at the elementary level will involve the assignment of one teacher at a time, and at the administration's discretion may involve the assignment of two teachers at a time at Pollard School, to supervise children on the playground, etc. The supervising teacher's duties will include assisting any teacher assistants who are present as needed, and being visible on the playground. In the event that insufficient numbers of teacher assistants are available for recess duty, additional teachers may be assigned to recess duty. All such assignments shall be consistent with the provisions of section 10.5.1 of this agreement.

[10.5.5] CAFETERIA DUTY

Cafeteria duty will involve the assignment of one teacher at a time, and at the administration's discretion may involve the assignment of two teachers at a time at Pollard School, the middle school and the high school to supervise children in the cafeteria. The supervising teacher's duties will include assisting any teacher assistants who are present as needed, and being visible in the cafeteria. In the event that insufficient number of teacher assistants are available for cafeteria duty, additional teachers may be assigned to cafeteria duty. All such assignments shall be consistent with the provisions of section 10.5.1 of this agreement.

[10.6] POSTING OF DUTIES

Duty assignments will be posted not later than the first week of each semester or trimester according to the building schedule, and a copy of this posting will be given to the Association Representative in that building at this time.

[10.7] ASSOCIATION PRESIDENT'S DUTIES

The Association President will not be assigned any duties. The resulting duty free time will be used for Association responsibilities.

[10.8] WORK YEAR

[10.8.1] WORK DAYS

The teacher workdays in each year of the contract shall consist of 187 workdays, plus one additional (188th) day during the first year after a teacher is hired by the District. Two of these workdays shall be flex days.

[10.8.2] FLEX DAY

A flex day shall be an unassigned day for the teacher to do school related work. Each flex day shall be utilized in the buildings, unless the principal approves in advance the teacher's request to utilize it outside the buildings.

The principal must be notified by the teacher of the date that the flex day is worked. The flex day must be utilized before the end of the school year.

[10.9] SCHOOL CALENDAR

The Superintendent shall meet and consult with representatives of the Association prior to submitting the School Calendar to the School Board for their approval.

ARTICLE 11
PROFESSIONAL COMPENSATION

A guide for the determination of teacher salaries over the life of this Agreement is contained in Appendix "A". Said guide shall remain in effect during the full term of this Agreement.

[11.1] PAYMENT SCHEDULES

Members of the Association may elect to receive professional compensation according to the following options:

[11.1.1] TWENTY-SIX PAYMENTS

Contracted salary to be divided into twenty-six (26) equal payments, the first twenty-one (21) or twenty-two (22) depending on the yearly payment schedule paid on regular bi-weekly pay periods and the last four (4) or five (5) depending on the yearly payment schedule paid. The first payment will be made on the first Friday following student contact in the regular School District two-week payroll cycle. Final payment will be made on the first regularly scheduled bi-weekly payroll date after the last day of school.

[11.1.2] TWENTY-ONE PAYMENTS

Contracted salary to be divided into twenty-one (21) or twenty-two (22) equal payments, depending on the yearly payment schedule, one (1) each to be paid on regular bi-weekly pay periods and the last one (1) or two (2) depending on the yearly payment schedule paid on the final day of school. The first payment will be made on the first Friday following student contact in the regular School District two-week payroll cycle. Final payment will be made on the first regularly scheduled bi-weekly payroll date after the last day of school.

[11.1.3] SCHOOL IMPROVEMENT PAY

School improvement pay will be made on the first regularly scheduled bi-weekly payroll date after the last day of school.

[11.2] SUBSTITUTE COMPENSATION

Teachers requested by the Principal and/or designee to substitute for a fellow staff member during free or preparation time beyond the teacher's administrative period, will be paid, beginning with the second hour of substitution, an amount consistent with the daily substitute rate, pro-rated. Payments will be made quarterly.

[11.3] LONGEVITY

Longevity will be paid in a lump sum by the second pay period in October of each year in accordance with the following schedules:

[11.3.1] SCHOOL YEARS

A. For the 2009-10 contract year:

| <u>Completed Years of Service</u> | <u>Longevity Amount</u> |
|-----------------------------------|-------------------------|
| 15 to 19 years | \$900.00 |
| 20 or more years | \$1,500.00 |

B. Beginning with the 2010-11 contact year:

Each teacher who has completed fifteen (15) or more years of service in the District and who is in his or her second or subsequent year on the top step of the salary schedule shall receive longevity equal to \$100 per completed year of service in the District, up to a maximum of thirty (30) years of service in the District.

[11.4] SALARY DETERMINATION

[11.4.1] NEW EMPLOYEES

The responsibility for determining the salary of new employees to the District will rest with the Superintendent of Schools.

[11.4.2] ADVANCEMENT

Subject to Section 11.4.3, teachers who were employed throughout 2008-12 and who are not already on the top step of the salary schedule shall receive zero (0) step increase in 2009-10, one (1) step increase in 2010-11, and two (2) steps increase in 2011-12.

[11.4.3] RETENTION ON STEP

A teacher whose work is adjudged unsatisfactory in accordance with the School District Professional Evaluation Plan for that year may be held on the same step for the following year. For purposes of step advancement or retention, the work of a teacher who is placed on an assistance plan at the improvement level of the School District Professional Evaluation Plan shall be deemed to be unsatisfactory.

[11.5] NOTIFICATION OF TRACK MOVEMENT

A teacher must provide notice to the school district by August 1 for track movement to be effective for the first semester of the contract year. A teacher must provide notice to the school district by December 1 for track movement to be effective for the second semester of the contract year. Mid year advancement will begin with the pay period covering February 1. All graduate credit earned prior to attainment of a Master’s degree will be used for placement on the appropriate track up to the Master’s Track.

[11.6] SCHOOL IMPROVEMENT PAY

There shall be a pool of \$50,000 for the purpose of compensating teachers who, at the request of the administration, perform chairmanship and leadership roles in state, school district and major school-level committees, and participate in special projects. Funds shall be paid in the form of stipends, and the amount of the stipends shall be determined by the Superintendent or his/her designee.

[11.7] EXTENDED WORK YEAR/WORK DAY

Employees required to work beyond the total number of days stated in section 10.8.1 (Work Year) shall be compensated at their normal daily salary for each additional day worked. Any additional hours worked shall be compensated at a rate equal to their normal daily salary divided by 7.25 hours.

[11.8] NURSES

[11.8.1] DEGREE NURSES

Nurses holding a Bachelor’s Degree shall be paid at the same rate as teachers in accordance with Appendix “A”.

[11.8.2] NON-DEGREE NURSES

Registered nurses who do not hold a Bachelor’s, Master’s or Doctorate degree shall be compensated at ninety percent (90%) of the Bachelor’s track teacher rates as delineated in Appendix A. Licensed practical nurses who do not hold a Bachelor’s, Master’s or Doctorate degree shall be compensated at eighty-five percent (85%) of the Bachelor’s track teacher rates as delineated in Appendix A.

[11.8.3] STEPS

Subject to Section 11.4.3, nurses who were employed throughout 2008-12 and who are not already on the top step of the salary schedule shall receive zero (0) step increase in 2009-10, one (1) step increase in 2010-11, and two (2) steps increase in 2011-12.

[11.9] SEVERANCE PAY

Upon leaving the District, Association members may redeem unused sick leave at the following rates:

| | |
|---|---|
| After completing <u>10 years of service</u> \$15.00 per day | After completing <u>15 years of service</u> \$20.00 per day |
|---|---|

In no event may employees accrue or redeem more than one hundred twenty (120) days. This benefit is payable (upon written request of the employee by July 1) on or before July 15 of the next fiscal year, after the employee leaves the District.

[11.10]EXTRA-CURRICULAR ACTIVITIES

[11.10.1]EXTRA-CURRICULAR ACTIVITIES ASSIGNMENTS

All assignments to extra-curricular activities shall be on an annual basis and shall be made with the voluntary consent of the person assigned.

[11.10.2] EXTRA-CURRICULAR VACANCY

When the person assigned to an extra-curricular activity is not renewed or a vacancy otherwise occurs in an extra-curricular activity, notice of the vacancy shall be posted at least ten (10) days before the activity is to begin. Posting of

vacancies will be placed in all District buildings and on the District website. Such notice shall include the title, qualifications, duties, and salary for the extra-curricular activity.

[11.11] ONE-TIME PAYMENT

For 2010-11 only, teachers who were employed by the District on step 14 of the salary schedule throughout 2008-11 shall receive a one-time payment equal to 2.5% of their step 14 salary in 2009-10. This payment shall be made in December 2010. This payment shall not be added to the salary schedule and shall not otherwise be included in any teacher's compensation after the 2010-11 contract year.

ARTICLE 12
ASSOCIATION RIGHTS

[12.1] SCHOOL VISITATION

Authorized representatives of the Association shall have the right to confer with members of the Bargaining Unit at work locations during times when teachers are free from any responsibility to supervise children. Such conference shall be held in the teachers' lounge, teachers' lunchroom facility or in any other room selected by the teacher(s) involved, provided that the conference take place outside the presence of students. The Association Representative shall make known to the Principal, or designee, that s/he is present in the building.

[12.2] MAILBOXES AND EMAIL

[12.2.1] ASSOCIATION MATERIALS

The Association may utilize teachers' mailboxes and the District email system to communicate notices and other materials related to Association activities to teachers. Communication of such material through mailboxes and through email shall be made by authorized representatives of the Association. All materials placed in mailboxes and in email by the Association shall bear the name of the Association. The Association acknowledges that the District may review email communications, and that any communications through the District email system accordingly are not private or confidential.

[12.2.2] COPY TO PRINCIPAL

A copy of the notice or materials shall be provided to the building principal.

[12.3] USE OF FACILITIES

Consistent with District Building Use Policies, the Association, with prior approval of the Principal, may use school facilities for its meetings. Such request of the Principal shall be upon the appropriate building use form, supplied by the School District. Such approval shall not be arbitrarily denied.

[12.4] BOARD MEETINGS

[12.4.1] MEETING AGENDA

The Board shall post on the District website a copy of the agenda, including all attachments, for scheduled monthly School Board meetings.

[12.4.2] MEETING MINUTES

The official minutes of each Board meeting shall be posted on the District website within five (5) working days of the Board's approval of those minutes.

[12.5] LIST OF NEW HIRES

The Timberlane School Department shall provide the Association with a listing of the names, addresses and work location of all newly hired members of the Bargaining Unit.

[12.6] DUES DEDUCTION

[12.6.1] AUTHORIZATION

Teachers shall have the right to request and be allowed dues deduction for the Association. Upon receipt of a properly executed authorization form from the teacher involved, the District will deduct from the teacher's pay check, the dues which the teacher has agreed to pay the Association during the period provided in said authorization.

[12.6.2] DISCONTINUE DEDUCTION

A teacher wishing to discontinue dues deduction must notify the Payroll Department and Association in writing on or before September 15 of the school year for which the discontinuance is to be effective.

[12.6.3] TERMINATION OF EMPLOYMENT

All authorizations for dues shall cease to be effective upon termination of employment by the Board.

[12.6.4] CONTINUATION OF DUES DEDUCTION

Authorization for dues deduction shall remain in force until revoked by the teacher.

[12.6.5] TRANSMITTAL OF DUES

Within a week following each pay day, the Association dues deducted from the previous pay period will be transmitted to the Association.

[12.6.6] INDEMNIFICATION OF BOARD

It is further agreed by and between the Timberlane Regional School District and Timberlane Teachers' Association that such authorization for dues deduction shall continue in full force and effect with the Timberlane School District until the teacher submits a written revocation of such authorization to the Board. The Association agrees to indemnify and hold harmless the School Board in the event of any legal action as a result of the above described dues deduction.

[12.7] ASSOCIATION LEAVE

The President of the Association or his/her designee shall be granted up to four (4) days of paid leave per contract year expressly to attend conferences, conventions, and legislative hearings. If requested to do so by the administration, the Association shall reimburse the District for the cost of substitute coverage.

[12.7.1] NOTICE

The President of the Association will give the building Principal two (2) weeks notice of his/her prior intent to utilize such leave.

ARTICLE 13
RETIREMENT INCENTIVE

[13.1] SERVICE REQUIREMENTS

Teachers with at least twenty (20) years of service in the School District who are at least fifty-five (55) years of age, and who are eligible for early or normal retirement under the New Hampshire Retirement System, shall be eligible for the following retirement incentive program.

[13.2] NOTICE OF INTENT

A teacher must submit written notice of his/her intention to retire under this program to the Superintendent of Schools no later than January 1 of the last full school year of full-time employment. Under extraordinary circumstances, a maximum of one teacher per school year may withdraw such notice or submit such notice after January 1. If more than one teacher in a school year seeks to withdraw or submit such notice after January 1, the teacher who shall be permitted to withdraw or submit such notice shall be the first teacher who notifies the Superintendent in writing of extraordinary circumstances that justify the late withdrawal or submission. However, in no event may a teacher withdraw such notice or submit such notice after June 1.

[13.3] FORMULA

The retirement incentive shall equal one and a quarter percent (1.25%) of the employee's last salary times the number of consecutive years immediately prior to retirement that the employee served the School District in a full-time position in this bargaining unit. However, in no event shall the amount paid to an employee exceed forty-five percent (45%) of the employee's last salary.

[13.4] PAYMENT

[13.4.1] NON ASSESSED PAYMENT

If the School District will not be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be paid as a one-time lump sum in August following the date of retirement.

[13.4.2] ASSESSED PAYMENT

However, if the School District will be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in August following the date of retirement, and shall equal the maximum portion of the retirement incentive that will not result in the School District being assessed by the New Hampshire Retirement System. The second lump sum payment shall be due and payable 120-150 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the retirement incentive that was not paid in the first lump sum.

ARTICLE 14
PROFESSIONAL EVALUATION PLAN AND PROCEDURES

[14.1] EVALUATION PROCEDURES

The evaluation committee shall be comprised of an equal number of teachers (appointed by the Association) and administrators (appointed by the Superintendent) to monitor and assess the School District Professional Evaluation Plan and to recommend any changes in procedures to the Board and the Association.

[14.2] DISTRIBUTION OF EVALUATION PLAN

All new hires shall be provided with a copy of the School District Professional Evaluation Plan upon hiring.

[14.3] POST EVALUATION CONFERENCES

Teachers will be available for post-evaluation conferences throughout the school year and scheduled at a mutually agreed time as required by the evaluation plan.

[14.4] PROFESSIONAL EVALUATION PLAN

Evaluations shall be done in accordance with the procedures in the School District Professional Evaluation Plan. Any modifications to the procedures in the School District Professional Evaluation Plan shall be mutually agreed upon by the Board and the Association.

ARTICLE 15
DURATION AND EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective July 1, 2009, and shall continue in effect, unless terminated by mutual agreement, until June 30, 2012.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective President and Chairperson.

Timberlane Teachers' Association

Suzanne Judd

March 18, 2010

President

Date

Timberlane Regional School Board

Elizabeth Kosta

March 10, 2010

Chairperson

Date

Professional Pay Schedule Appendix A 2009-2012

| Step | LPN | RN | B | B+15 | M | M+30 | D |
|-------------|------------|-----------|----------|-------------|----------|-------------|----------|
| 1 | 30,003 | 31,768 | 35,298 | 36,871 | 39,183 | 40,948 | 41,948 |
| 2 | 31,059 | 32,886 | 36,540 | 38,174 | 40,577 | 42,413 | 43,413 |
| 3 | 32,156 | 34,048 | 37,831 | 39,530 | 42,028 | 43,937 | 44,937 |
| 4 | 33,297 | 35,256 | 39,173 | 40,939 | 43,536 | 45,519 | 46,519 |
| 5 | 34,483 | 36,511 | 40,568 | 42,404 | 45,102 | 47,165 | 48,165 |
| 6 | 35,716 | 37,817 | 42,019 | 43,927 | 46,732 | 48,877 | 49,877 |
| 7 | 36,997 | 39,173 | 43,526 | 45,511 | 48,426 | 50,654 | 51,654 |
| 8 | 38,329 | 40,584 | 45,093 | 47,156 | 50,187 | 52,503 | 53,503 |
| 9 | 39,714 | 42,050 | 46,722 | 48,867 | 52,017 | 54,425 | 55,425 |
| 10 | 41,154 | 43,574 | 48,416 | 50,644 | 53,919 | 56,423 | 57,423 |
| 11 | 42,650 | 45,158 | 50,176 | 52,493 | 55,898 | 58,500 | 59,500 |
| 12 | 44,206 | 46,806 | 52,007 | 54,414 | 57,953 | 60,658 | 61,658 |
| 13 | 45,822 | 48,517 | 53,908 | 56,412 | 60,090 | 62,902 | 63,902 |
| 14 | 47,503 | 50,297 | 55,886 | 58,487 | 62,312 | 65,235 | 66,235 |

MEMORANDUM OF UNDERSTANDING

EXTRA AND CO-CURRICULAR STIPENDS

It is the purpose of this memorandum to express the parties' intentions to study the processes currently in effect regarding stipends for extra curricular/co-curricular activities.

1. The committee shall be made up of ten (10) members; five (5) appointed by the District or its designee, five (5) by the Association.
2. The committee shall make recommendations to the School Board and to negotiating teams of the Timberlane Regional School Board and the Timberlane Teachers' Association by the expiration date of the current collective bargaining agreement.
3. These recommendations will be reviewed and considered by the parties during their bargaining for a successor agreement to the one currently in effect.
4. The parties shall not be bound by these recommendations. The final adoption of any language in the collective bargaining agreement concerning stipends shall be through the collective bargaining process.

MEMORANDUM OF UNDERSTANDING

HEALTH INSURANCE PLANS

The Association and/or the District may pursue alternative health insurance plans that meet the needs of the District in reducing or containing insurance costs, and meet the needs of the Association in maintaining current benefit levels. The District and the Association agree to consider viable alternative plans to amend the collective bargaining agreement should a mutually agreeable plan identified and negotiations over such a plan be completed.

AGREEMENT AND RELEASE

APPENDIX B

ADDENDUM

The Timberlane Regional School District and the Timberlane Teachers' Association agree as follows:

1. Notwithstanding any other provision in the School District's and the Association's 2009-2012 collective bargaining agreement, the amount of longevity paid to employees for 2010 shall be as set forth in the School District's and the Association's Agreement and Release dated March 21, 2011.
2. To the extent that this Addendum and said Agreement and Release are inconsistent with the terms in the 2009-2012 collective bargaining agreement, the collective bargaining agreement hereby is amended in accordance with this Addendum and said Agreement and Release.
3. This Addendum shall be attached to and considered part of the 2009-2012 collective bargaining agreement.

TIMBERLANE TEACHERS' ASSOCIATION

April 7, 2011
Dated

By: [signature on file]
L o u i s B r o a d

Title: President

TIMBERLANE REGIONAL SCHOOL DISTRICT

April 7, 2011
Dated

By: [signature on file]
R i c h a r d L a S a l l e

Title: Superintendent of Schools

THIS AGREEMENT AND RELEASE is made on March 21, 2011, by and between the Timberlane Regional School District and the Timberlane Teachers' Association.

WHEREAS, the School District and the Association are parties to a collective bargaining agreement for the years 2009-2012;

WHEREAS, the collective bargaining agreement contains two different methods for calculating longevity, and the parties disagree which method should be used to calculate the longevity paid during the 2010 calendar year;

WHEREAS, the School District paid longevity in 2010 under the same method that was used in 2009, and the Association has filed a grievance which alleges that longevity should have been paid in 2010 under the same method that will be used in 2011; and

WHEREAS, the School District and the Association wish to settle all disputes concerning the payment of longevity for 2010;

NOW, THEREFORE, the School District and the Association agree as follows.

1. In addition to the longevity that the School District already paid in 2010, the School District will pay additional longevity for 2010 equal to half the difference between the "old" longevity calculation method that was used in 2009 and the "new" longevity calculation method that will be used in 2011. The amount of additional longevity that will be paid to each employee for 2010 will be as set forth in the "half the difference" column on the spreadsheet that is attached hereto as Appendix A (i.e., a total of \$42,800 in additional longevity for 2010). Said payments of additional longevity shall be made by the School District to each employee listed on Appendix A within thirty (30) days after all parties have executed this Agreement and Release.
2. The Association permanently withdraws the grievance that it filed concerning the calculation of longevity payments for 2010.
3. The School District and the Association will sign and attach to their 2009-2012 collective bargaining agreement the addendum that is attached hereto as Appendix B.
4. The Association permanently waives, releases and discharges the Timberlane Regional School District, School Administrative Unit #55, and their officials, agents and employees, from any and all claims, grievances, actions, causes of action, and rights of adjudication, arbitration and appeal which the Association has or may have concerning the longevity paid by the School District for 2010 to employees in the Association's collective bargaining agreement.
5. This Agreement and Release is made for the purpose of resolving a disputed claim.

6. The parties understand and agree that nothing in this document may be construed in any manner whatsoever as an admission of wrongdoing by anyone.
7. The parties agree that each shall bear their own attorney's fees, expenses and costs incurred in this matter.
8. The parties acknowledge that they have read this Agreement and Release, they understand it, and they have signed of their own free wills after consultation with legal counsel.
9. The validity, interpretation and enforcement of this Agreement and Release shall be governed by the laws of the State of New Hampshire.

Duly authorized representatives of the Timberlane Regional School District and the Timberlane Teachers' Association have executed this Agreement and Release on the dates written below.

TIMBERLANE TEACHERS' ASSOCIATION

April 7, 2011
Dated

By: [signature on file]
L o u i s B r o a d

Title: President

TIMBERLANE REGIONAL SCHOOL DISTRICT

April 7, 2011
Dated

By: [signature on file]
R i c h a r d L a S a l l e

Title: Superintendent of Schools