

**AGREEMENT**

**between the**

**MONADNOCK DISTRICT**

**EDUCATION ASSOCIATION and the**

**MONADNOCK REGIONAL**

**SCHOOL DISTRICT**

~~2018-2019~~ 2019-2021

## INDEX

| ARTICLE |  |    |
|---------|--|----|
|         | AGREEMENT  | 1  |
|         | DEFINITIONS                                      | 2  |
| I       | RECOGNITION                                      | 3  |
| II      | SCOPE OF AGREEMENT                               | 4  |
| III     | NEGOTIATION PROCEDURE                            | 5  |
| IV      | ASSOCIATION RIGHTS                               | 7  |
| V       | EMPLOYEE EVALUATION                              | 8  |
| VI      | EMPLOYMENT                                       | 9  |
|         | Number of Days                                   | 9  |
|         | Assignments                                      | 9  |
|         | School Calendar                                  | 9  |
|         | Curriculum and Instructional<br>Improvement Days | 10 |
|         | Course Reimbursement                             | 10 |
|         | College Loan Reimbursement                       | 11 |
|         | Master's Degree Recognition                      | 11 |
|         | Vacancies  | 11 |
|         | Transfers  | 11 |
|         | Preparation Time                                 | 12 |
| VII     | RATES OF PAY                                     | 13 |
| VIII    | COMPENSATION                                     | 14 |
| IX      | INSURANCE  | 15 |
| X       | GRIEVANCE PROCEDURE                              | 17 |
| XI      | LEAVES OF ABSENCE                                | 20 |
|         | Leave  | 20 |
|         | Child Rearing Leave                              | 20 |
|         | Sick Leave Bank                                  | 21 |
|         | Funeral Leave                                    | 21 |
|         | Workers' Compensation                            | 22 |
|         | Military Leave                                   | 22 |
|         | Jury Duty  | 22 |
|         | Military Training                                | 22 |
|         | Professional Days                                | 22 |
|         | Other Leave                                      | 22 |
|         | Sabbatical Fellowships                           | 23 |
| XII     | SENIORITY, LAY OFF AND RECALL                    | 24 |
| XIII    | RETIREMENT                                       | 27 |



|       |                          |    |
|-------|--------------------------|----|
| XIV   | MISCELLANEOUS PROVISIONS | 29 |
|       | Severability Clause      | 29 |
|       | Non-Discrimination       | 29 |
|       | Individual Contracts     | 29 |
|       | Inconsistencies          | 29 |
|       | Discipline, Reprimand    | 29 |
|       | Non-Renewal              | 29 |
| XV    | STRIKES AND SANCTIONS    | 30 |
| XVI   | DURATION OF AGREEMENT    | 31 |
| XVII  | NOTICE UNDER AGREEMENT   | 32 |
| XVIII | FINAL RESOLUTION         | 33 |

#### APPENDICES

|     |                          |    |
|-----|--------------------------|----|
| A   | SALARY SCHEDULE 2012-13  | 34 |
|     | SALARY SCHEDULE 2013-14  | 35 |
|     | SALARY SCHEDULE 2014-15  | 36 |
|     | SALARY SCHEDULE 2015-16  | 37 |
| B   | INSURANCE                | 38 |
| C   | EMPLOYEE CONTRACT        | 39 |
| D   | DUES DEDUCTION FORM      | 40 |
| E   | GRIEVANCE REPORT FORM    | 41 |
| F-1 | LIMITS ON PERSONAL LEAVE | 43 |
| G   | SIGNATURES               | 44 |

**The following is a link to the New Hampshire government website, containing the text of all statutes cited in this Agreement:**

<http://www.nh.gov/government/laws.html>

## **AGREEMENT**

**2018 – 2019**

This agreement entered into this day of July 1, 2018, by and between the Monadnock Regional School District Board, hereinafter called the “Board,” and the Monadnock District Education Association, affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the “Association.” Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

## DEFINITIONS

**SCHOOL:** The term “School,” as used in this Agreement, means any work location or functional division maintained by the Board where instruction or supervision as assigned by the District, as required by the State, is offered to the children enrolled in the Monadnock Regional School District.

**TEACHER:** The term “Teacher,” as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement and does not include nurses.

**NURSE:** A nurse is defined as a Registered Nurse or a Licensed Practical Nurse licensed by the State of New Hampshire Board of Nursing.

**FACULTY REPRESENTATIVE:** The term “Faculty Representative,” as used in this Agreement, means the Association Representative.

**PERSON:** The term “Person,” as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

**PELRB:** The term “PELRB,” as used in this Agreement, means the New Hampshire Public Employee Labor Relations Board.

**CONDITIONAL EMPLOYEE:** A newly hired or re-employed person who has not yet successfully complied with the provisions of RSA 189:13-a (2008). The district may extend a conditional offer of employment to a selected applicant, with a final offer of employment subject to a successfully completed records check including a criminal history records check.

If a selected applicant is extended a final offer of employment, the individual shall be entitled to membership in the collective bargaining unit subject to the requirements of RSA 273-A and shall immediately be covered by the terms and conditions of the collective bargaining agreement.

If the district receives an unsuccessful criminal history records report for a selected applicant, the SAU within 24 hours of receipt of such report, excluding Saturday, Sunday or a holiday, dismisses the selected applicant.

## **ARTICLE I RECOGNITION**

1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all members of the MDEA bargaining unit as certified by the PELRB, including high school division leaders/department heads, all classroom teachers, certified librarians, media specialists, teachers of specials (music, art, P.E., guidance), guidance counselors, special education teachers, technology integrationists, reading specialists, interventionists, lead teachers, social workers, school assigned counselors, and nurses. The bargaining unit does not include teaching principals, administrative employees, or supervisory employees, as defined in RSA 273-A8, 11.

1.2 Unless otherwise indicated, the term “teacher,” when used in this Agreement shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article 1, except nurses. The term “employee” shall include both teachers and nurses.

**ARTICLE II**  
**SCOPE OF AGREEMENT**

2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorizations which by law are vested exclusively in them, and this Agreement shall not be construed so as to limit or impair their exclusive statutory powers, discretion and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

### ARTICLE III NEGOTIATION PROCEDURE

3.1 On or before June 15th, of the prior year in which this agreement is to expire either party may initiate negotiations in accordance with RSA 273-A. The parties shall meet not later than July 15th at which time the Association will present its proposals. Thereafter, the parties agree to hold a minimum of four (4) formal bargaining sessions prior to October 1<sup>st</sup> and shall thereafter continue to meet in accordance with RSA 273-A.

3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

3.3 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.

3.4 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare impasse. In the event of impasse, the rules and procedures for “Resolution of Disputes” as outlined under RSA 273-A:12 shall be followed.

3.5 The cost for the services of the mediator and/or factfinder including per diem expenses, if any, will be shared equally by the Board and the Association. In the event the parties cannot agree on a neutral party for factfinding, the New Hampshire Public Employee Labor Relations Board shall appoint the neutral party.

3.6 Determinations and/or recommendations under the provision of Section 3.4 of this Article III will not be binding on the parties.

3.7 If the monies to fund the economic provisions are not appropriated as provided in this Article III, Section 3.3 and/or if either party rejects the recommendations set forth in this Article III, Section 3.6, then the parties shall do the following:

- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of this Agreement, and:
- B. If either negotiating team rejects the neutral party’s recommendations, the neutral party’s findings and 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 neutral party’s recommendations as is otherwise permitted by law.

- C. If either the full membership of the employee organization or the public employer rejects the neutral party's recommendations, the neutral party's findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of the neutral party's recommendations as otherwise is permitted by law.
- D. If the impasse is not resolved, following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board of the public employer if the mediator so chooses.

3.8 The parties may, by mutual agreement, pass over mediation and go directly to factfinding.

3.8.1 Neither party in any negotiations shall interfere with the selection of the negotiating or bargaining representatives of the other party.

3.8.2 The parties may, by mutual agreement, consider language changes to the agreement in the off years of the contract on non-money issues and are limited to two items per year.

## **ARTICLE IV ASSOCIATION RIGHTS**

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.
- 4.2 The Association, upon request, will be scheduled on the agenda at faculty meetings as determined by the Principal to present brief reports and announcements. Upon request, the Association will be included on the new teacher orientation agenda.
- 4.3 The Association will have the right to post notices on its activities and matters of employee concern in teachers' workrooms and shall continue to have the use of the employee mail box system and e-mail system.
- 4.4 Upon notification by an employee in writing by means of a mutually agreeable form provided by the Association, the Board will continue its present practice of deducting professional association dues and forwarding such deduction to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith.
- 4.5 The Association may, with permission from the Building Principal, use school equipment normally used by employees for Association activities. However, expendable material will be at the expense of the Association and shall in no event exceed the actual costs to the District as determined by the Superintendent.
- 4.6 Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be disruptive or injurious to the Monadnock education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 4.7 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal, or the Building Principal's designee.
- 4.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under the Agreement.
- 4.10 Administrative leave shall be granted to teachers for the purpose of attending the New Hampshire Education Association Delegate Assembly Convention. This shall be limited to no more than four (4) employees on one day per school year and no more than one (1) teacher from any small elementary school. A small school is defined as any elementary school having ten (10) or fewer teachers.

4.11 The Association shall be provided with a total of four (4) paid professional leave days per year to conduct Association business.

4.12 Members of the bargaining unit will be permitted to submit reports to committees of the Board during public comment regarding safety, security, and student discipline issues, so long as those reports do not compromise the employee's confidentiality obligations.

## **ARTICLE V EMPLOYEE EVALUATION**

5.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.

5.2 The observation of the work performance of an employee will be conducted openly.

5.3 Following all formal observations but prior to the written evaluation, the supervisor and teacher shall meet to discuss the details of the observation. Such a meeting will be within a reasonable time following the observation. Normally, such a meeting will occur within ten (10) school days following the observation. Following the conference, the teacher will be given a copy of the written evaluation report prepared by the evaluator. Before copies are forwarded to any other administrator, the teacher shall have the right to append a rebuttal. The forms will then be signed by the teacher and forwarded to the administration. If the teacher is dissatisfied with the evaluation, he or she may request additional conference time. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof. Teachers will be given 72 hours to review the evaluation prior to signing the form.

The Association and the District Administration shall cooperate to study alternative evaluation systems and shall make recommendations related to the evaluation process language in the collective bargaining agreement for the parties to consider when negotiating their next successor collective bargaining agreement.

5.4 The parties recognize and agree that, subject to the provision of this Article V, teacher evaluation is a supervisory function.

5.5 Each new employee in the Monadnock school system shall be made aware of the school district's evaluation plan and the criteria, goals, and objectives associated with it. The Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination with respect to any plan. The Board will apply the same plan throughout the district.

5.6 Each employee shall be entitled to access the employee's personnel file during regular office hours upon notice to the Superintendent or the Superintendent's designee except in an emergency situation, in which event the information will be made available as soon as is reasonably possible.

5.7 The employee shall have the right to make appropriate response to any material contained in the employee's personnel file and such response shall be made a part of the said personnel file. Reproductions of such material may be made by hand or copying machine, if available.

5.8 Nurses will be formally evaluated once per year by their building principal or Superintendent's designee using the evaluation tool developed pursuant to Article 5.8 of the 2012-2016 MDEA Collective Bargaining Agreement. Subsequent revisions to the evaluation tool shall be made only after the Superintendent meets and confers with the Association.

5.9 Only founded complaints against an employee, as determined by the Superintendent or designee, shall be included in an employee's personnel file or reflected in an employee's performance evaluation. No record of a complaint against an employee shall be included in the employee's personnel file or reflected in an employee's performance evaluation unless the employee has been notified of the complaint.

## ARTICLE VI EMPLOYMENT

6.1 The Board agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted. Before posting any new position, the Superintendent will notify the Association of its intent to create a new position, and, upon request by the Association, the Superintendent will meet and confer with the Association regarding whether the new position should be included in the bargaining unit. Nurses must hold a State of New Hampshire Nursing License.

6.2 For purposes of this Agreement, the period of service shall not be more than one hundred and eighty-eight (188) days, between the first day of work for employees and June thirtieth (30th), except that employees new to the system shall, in addition to the one hundred eighty-eight (188) days set forth herein, be required to attend one (1) Orientation Day set forth by the Superintendent of Schools. ~~Days are to be allocated as follows:~~ Nurses work 185 days, with the high school nurse working 200 days.

- A. Instructional days are dedicated to student instruction. (up to 181 days)
  - i. In the event the Board changes the number of instructional days to a number above the current 176 instructional days, the Board expressly acknowledges its obligation to engage in impact bargaining related to that change.
  
- B. Non-Instructional Work Days
  - 2 Classroom Days: One day classroom preparation prior to first student school day and one day after students' last day
  - 2 Parent Teacher Conference Days
  - 2 Teacher/Nurse-Directed Curriculum Days
    - At least two (2) weeks in advance of a scheduled Teacher/Nurse-Directed Curriculum Day, each teacher/nurse or team of teachers/nurses shall submit to their building principal a plan for the upcoming scheduled day for approval. In the absence of a timely submitted and approved plan, the building principal shall direct the scheduled curriculum day for any teachers without a timely submitted and approved plan.
  - 1 Principal-Directed Curriculum Day
  - Use of remaining days will be determined by the District

There will be flexibility allowed in the scheduling of the hours for the parent conferences based on a mutually acceptable schedule worked out by both teachers and administrators in all schools for the two parent conference days. The Board retains the authority to determine the schedule in the event that the administrators and teachers are unable to agree.

C. Scheduled dates for all non-instructional days will be provided to the Association prior to the start of school.

D. Orientation Day (1) for all New Hires.

~~6.26.3~~ The Association and its members recognize that each employee has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that an employee's day is not necessarily coterminous with that of the pupil.

~~6.36.4~~ Employees are expected to carry out their professional duties which shall include faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings will be of reasonable frequency and duration. Teachers shall be provided with five (5) days notice in advance of scheduled Special Education meetings, except in exigent circumstances. Nurses shall be entitled to meet as a district-wide group for professional discussions at least five (5) times per year, during the work day, as scheduled by their direct supervisors. These meetings may be scheduled during any non-instructional work day, within the work days scheduled per Article 6.2.

~~6.46.5~~ Except for unusual circumstances, employees will be notified in writing of their assignments for the ensuing academic year before their signed annual contract is due back to the SAU office. If an employee's assignment is changed involuntarily after the employee has signed and returned their annual contract, the employee may either resign without prejudice or shall be paid \$24.00 per hour for up to sixteen (16) hours of time spent preparing for the employee's new assignment.

~~6.56.6~~ The Board shall provide the Association with a draft of the school calendar for the upcoming school year on or by January fifteenth (15<sup>th</sup>) of the preceding year. The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before February fifteenth (15<sup>th</sup>) of the preceding year. The Association will also be given an opportunity to provide input and meet and confer in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

~~6.66.7~~ For any employee seeking staff development funds after July 1, 2018, the Board agrees to reimburse employees up to \$750 for expenses incurred in meeting District Staff Development requirements as per the employee's individual professional development plan. The Superintendent or the Superintendent's identified designee shall approve or disapprove requests for such expenses. Requests for approval shall be made at least ten (10) business days before the event for which reimbursement is sought; and, the Superintendent or the Superintendent's identified designee shall approve or disapprove such requests within five (5) business days of the submission of a written request. Unless a development program is enrolled in and/or attended over the summer months, employees shall submit requests for reimbursement within 30 days of enrolling in the event for which reimbursement is sought. For development programs enrolled in and/or attended over the summer months, employees shall submit requests for reimbursement within the first 30 days of the subsequent school year. The District shall provide employees with reimbursement within 30 business days of the submission of expenses. If the District requires an employee to attend a staff development

program, the District shall not use the employee's staff development money (provided for in this section) to cover the cost of the program.

The District may request proof of attendance and/or completion of the development program for which an employee has submitted expenses for reimbursement. Such proof shall be provided by the employee within 30 days of completing and/or attending the development program. If timely proof of attendance and/or completion is not provided, the employee agrees to repay the District the reimbursement amount received by the employee within fifteen (15) business days.

#### 6.8 (A) Tuition Assistance

(i) For any employee seeking tuition assistance after July 1, 2018, the Board will provide a total of \$55,000 for each year of this contract for the purpose of tuition assistance. Employees may submit requests for tuition assistance for graduate or undergraduate courses that will benefit the District and that relate to the employee's individual professional development plan. Employees shall submit requests for reimbursement within 30 days of enrollment and the District shall provide employees with reimbursement within 30 business days of the reimbursement submission.

(ii) Payment for each course shall be made to the employee at the time of enrollment. The employee shall be required to earn a grade of B or better or pass in a pass/fail course. In the event the employee does not earn a "B" or "pass" the amount of tuition paid at the time of enrollment may be deducted in equal installments from the employee's remaining paychecks. No employee shall receive payment for college courses beyond eight (8) credits per year before June 1st. Employees may then apply for reimbursement for additional credits after June 1st, provided that the funds have not been completely expended.

(iii) Reimbursement shall be made on a first come first served basis. All funds not expended during the year shall not be carried over into the next year. The maximum amount received in tuition reimbursement per credit shall not exceed the cost per graduate credit at the University of New Hampshire.

(B) It is agreed that the Board will provide up to \$25,000 each year of this agreement for the purpose of college loan reimbursement for the degree to teach, to any member of the bargaining unit placed on the first five steps of the salary schedule. No teacher shall receive an initial reimbursement in excess of \$1,000 annually. If there are any remaining funds, the funds will be distributed equally between the applicants, provided that no distribution per teacher will exceed \$2,500. At the completion of the year of service, payment shall be made directly to the financial institution holding the employee's loan. Application for reimbursement and documentation of the loan balance must be submitted by December 1st of that year for payment in June.

(C) The Board shall reimburse members of the bargaining unit for recertification fees (including fingerprinting costs) and licensing fees charged by the State of New Hampshire. Reimbursement shall be paid upon receipt of the recertification or relicensing. The Board shall pay for the cost of criminal background checks.

6.9 Placement on the Master's Track for salary purposes shall require the approval of the Superintendent. To become eligible under Section 6.10 the accredited degree program must be related to education as a profession including but not limited to degree programs in the field(s) of certification(s), administration, and guidance within the school district. To avoid misunderstandings under this section, employees are encouraged to submit their proposed program when they begin said program. In making judgments under this section, the Superintendent shall not be arbitrary or capricious.

In order to insure timely placement, notification for possible placement on the Master's Track shall be given to the District by November First (1) of the year preceding track movement.

6.10 (A) As soon as the Board and/or its designee determines vacancies, notices will be posted on the official bulletin board in each school as soon as the administration is aware of such vacancies. Vacancies shall include any newly created position in the district. Such notice shall remain posted for ten (10) consecutive days, excluding Saturdays and Sundays. Such notice shall contain the date of posting, job title, and the name of the person to which the application is to be submitted. After July first (1st), notices will be posted in the School Administrative Unit Office. A copy of all vacancies shall be forwarded to the Association as soon as the administration is aware of such vacancies. The Association shall be responsible for notifying the administration where to send said notices.

(B) An employee ~~teacher~~ who desires a change in grade and/or subject assignment or who desires to transfer, defined as changes between school or to another building will file a written statement of such desire with the Superintendent no later than June first (1<sup>st</sup>) or within fifteen days of receiving notice of a change in assignment. Such statement will include the grade and/or subject to which the teacher desires to be assigned, and the school to which he/she desires to be transferred in order of preference. Assignment of grade or subjects within schools, based on appropriate credentials will be at the discretion of the Principal or Superintendent. In the event that an employee ~~teacher~~ disagrees with the Superintendent's decision in refusing a request for transfer or in being transferred, the affected ~~teacher~~ employee shall have the opportunity to discuss the matter with the Superintendent. In the event the discussion does not resolve the matter the affected teacher shall have the right to present the matter to the School Board. The decision of the Board shall be final.

#### 6.11 Preparation

(A) The District shall provide one (1) preparation period per day for middle and high school teachers. In the event that a teacher agrees to cover a class for an absent teacher during his or her preparation period, s/he shall be compensated at a flat rate of \$20 for each class covered.

(B) The District shall provide preparation time to elementary school teachers when teachers of specials (art, music, physical education, library and guidance) are teaching classes; except for purposes of carryover lessons. In the event that teachers of specials are absent and no substitute is available, elementary school teachers will be paid a flat rate of \$20 for each class covered during their preparation period. Preparation time is intended for general classroom planning; however, both parties acting in a professional manner recognize that occasional exceptions may occur.

(C) The District will provide one (1) hour of preparation time per week to teachers of specials.

The District will strive to provide support necessary to help employees meet the needs of all students, including children with disabilities. Upon request, the building principal and/or the Director of Student Services shall meet with employees to discuss requests for support.

## **ARTICLE VII RATES OF PAY**

7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be pro-rated at the employee's appropriate salary step for the number of designated days of employment between the first day of work for employees in any year and June thirtieth (30th) of any such year, except that employees new to the system shall work one hundred and eighty-nine (189) days, as provided in Article VI, Section 6.2D of this agreement.

7.2 Employees will be paid on the first district payday that they work. All employees will have an opportunity prior to June 30th to select in writing the 26 pay period with 22 paychecks (balloon option) or 22 pay period option for the school year. All new employees hired on or after July 1, 2012, shall be required to have all of their pay directly deposited to bank accounts of their choice.

7.3 Nurses will be placed on the pay salary schedule based on their education level and years of experience. Effective the first paycheck of the 2018/2019 school year, nurses who do not have at least a Bachelor's degree will be paid eighty-seven percent (87%) of the appropriate step in the BA lane, including the "Off" Step. The high school nurse's extra days will be calculated by dividing the base pay by 185.

## ARTICLE VIII COMPENSATION

8.1 The Salary Schedule, for purposes of this Agreement, is set forth in Appendix A attached hereto. ~~Effective the first paycheck of the 2018/2019 school year, each employee shall be placed on the step related to his or her years of experience.~~

8.1.1 ~~Effective upon execution of this Agreement~~July 1, 2018, no employee shall be eligible to move from the Salary Schedule onto the “Off” step identified in Appendix A for any salary lane. Only employees on the “Off” step as of June 30, 2018 shall continue to receive the “Off” step salary identified in Appendix A for their applicable lane.

8.1.2 Effective the first paycheck of ~~the 2018/2019~~a new school year, any employee who, but for the closure of the “Off” step as set forth in Paragraph 8.1.1, would have moved onto the “Off” step shall be designated as a “Career Rate” employee. Effective the first paycheck of the 2019/2020 school year, “Career Rate” designated employees and shall receive a 2.5% ~~TBD~~ 3% salary increase. Effective the first paycheck of the 2020/2021 school year, “Career Rate” designated employees shall receive a 2.5% salary increase.

8.2 Newly hired employees without experience, hired during the term of this Agreement, will be placed by the Superintendent at Step 0 in the appropriate salary lane as set forth in Appendix A.

8.3 Newly hired employees with experience, hired during the term of this Agreement, will be placed by the Superintendent at the same step as current employees with the same experience.

8.4 Steps on the salary schedule equals years of experience.

8.5 For proper placement on the salary schedule, employees will submit credits for approval to the Superintendent by November 1. Only credits in the field of education (subject matter, guidance, education, administration) and nursing are applicable. For movement past the Masters lane, both graduate and undergraduate credits are applicable if the courses relate to the employee’s professional practice or goal and are approved by the Superintendent or designee.

8.5.1 Effective the first paycheck of the school year following an employee’s approval to move lanes, an employee on the Salary Schedule (i.e., an employee on BA Step 0-12; BA15 Step 0-13; MA Step 0-14; MA15 Step 0-14; or MA30 Step 0-15) shall move from his or her current lane to his or her new lane and shall be placed on the step consistent with his or her years of experience.

8.5.2 Effective the first paycheck of the school year following an employee’s approval to move lanes, an employee on the “Off” step, as of June 30, 2018, shall move from the “Off” step of his or her current lane to the “Off” step of his or her new lane.

8.5.3 Effective the first paycheck of the school year following an employee’s approval to move lanes, a “Career Rate” employee shall receive a \$2,500 one-time increase to his or her base salary.

8.6 Special education teachers who have case management responsibilities for a minimum of 50% of their work day for the entire school year will be paid \$1,000 in two \$500 installments. Stipend will be paid in early December and June.

8.7 Middle or High School teachers who voluntarily agree to waive their preparation period to teach an additional half credit course or equivalent shall be paid 4% of the BA-0 salary, as set forth in Appendix A. An “additional course” is defined as a course beyond the teacher’s typical full-time class load, which the teacher teaches during the period that would otherwise be the teacher’s preparation period. (Example: If a full-time class load is six half credit courses per semester, a teacher who gives up their preparation period to teach an additional half credit course would be teaching seven classes for the semester and would be eligible for this stipend.). The stipend would be paid in equal installments in each paycheck over the time period in which the course is being taught. Any impact to a teacher’s terms and conditions of employment caused by a change to the class schedule shall be negotiated as required by RSA 273-A. The principal shall assign additional courses under this section pursuant to a transparent process, which shall be shared with the Association prior to the assignment of the additional course(s).

8.8 The parties agree to compensate elementary teachers of double grades \$1,000 to be paid in two installments. Stipend will be paid in early December and June.

8.9 The parties agree to compensate employees who are responsible overnight for students attending overnight curriculum-based programs at the rate of \$100.00 per each overnight (for example, \$400.00 for four nights).

## ARTICLE IX INSURANCE

9.1 The District shall provide health insurance coverage through the following health care plan options to employees covered by this Agreement:

1. AB5 RX10/20/45 ~~{formerly, MTB5}~~;
2. AB20IPDED RX10/20/45 ~~{formerly, MTB20IPDED}~~; and,
3. BC3T5RDR RX10/20/45; and,
4. BC3T15IPDED RX 10/20/45.

Employees may select single, two person, or family coverage under any of the offered health care plans. If an employee enrolls in one of the health care plans offered by the District, the District shall contribute the cash equivalent of 82% of the single, two-person, or family premium, as applicable, of the monthly premium cost of the BC3T5RDR RX10/20/45 insurance plan offered by HealthTrust towards any of the plans offered by the District pursuant to this Article 9.1.

9.1.1 Any employee who does not participate in a District sponsored health insurance plan shall be eligible to receive a yearly cash disbursement of \$2,500 (“buy-out amount”) upon proof of qualifying coverage through another employer-sponsored plan. The buy-out amount shall be paid at the end of each school year and shall be prorated for any employee who was not enrolled on alternative coverage through another employer-sponsored plan for the entire fiscal year.

9.1.2 Notwithstanding the foregoing, the District and the Association agree that if the insurance premium cost for the BC3T5RDR RX10/20/45 insurance plan will trigger the application of the so-called “Cadillac Tax,” as it may be amended, the parties shall also follow the procedure below:

- i. It is agreed that the District or Association may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan(s) that may be necessary to avoid the application of the Cadillac Tax to the District or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The District shall assist the Association in obtaining plan design and pricing information from insurance providers.
- ii. If within ninety (90) days of either party’s request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan(s) necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article 10.5, Level D.
2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
3. The District and the Association shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax and redistribute any savings realized as a result of changing insurance plans. The District and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
4. The arbitrator shall be empowered to select either the District's proposal or the Association's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

iii. Nothing in Article 9.1.2 or its subsections shall be construed as requiring the District or the Association to submit any other dispute that may arise between them to interest arbitration or binding arbitration.

9.2 The Board agrees to provide sufficient liability coverage so that every employee is insured up to one million dollars (\$1,000,000) for each incident subject to the policy's limitations and exclusions, including, without limitation, the aggregate limit of liability contained therein.

9.3 The Board shall provide, without cost to the employee, group term life insurance in a sum equal to \$50,000.00.

9.4 An employee on unpaid leave shall have the option of continuing the employee's insurance coverage(s) at the group rate, provided that she/he pays the District for the appropriate premiums where such coverage is not prohibited by the carrier.

9.5 An employee shall be entitled to the full amount of the District's contribution to the cost of benefits listed in this Article and Appendix B if the employee works at least the equivalent four (4) days per week, or 80 percent full time. If an employee works the equivalent of three (3) days per week or 60 percent full-time, then the District will pay sixty percent (60%) of the full amount of its contribution to the cost of benefits. Employees who work less than the equivalent of two and a half days (2.5) days per week or 50 percent full-time will receive no benefits under this article.

## **ARTICLE X GRIEVANCE PROCEDURE**

### **10.1 Definition**

A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An “aggrieved employee” is the person or persons making the claim. All time limits specified in this Article shall mean school days. School days for the purposes of this Article are defined as days that are scheduled as instructional or teacher workshop days on the published school calendar. Snow or emergency days are considered school days.

### **10.2 Purpose**

The parties acknowledge that it is more desirable for an employee and the employee’s immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure (and a copy shall be sent to the immediate supervisor).

### **10.3 Right of Representation**

An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to the employee requesting such representation.

### **10.4 Time Limit**

A grievance to be considered under this procedure must be initiated in writing by the employee within 30 school days of its occurrence, or within 30 school days of when the employee should have known of its occurrence.

### **10.5 Formal Procedure**

The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of any such grievance.

LEVEL A. Within three (3) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within five (5) days following any such meeting, the Principal shall give the Principal’s answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of an answer given at this level.

LEVEL B. Within five (5) days of a grievance being referred to this level, the Superintendent (or the Superintendent's designee) shall meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give the Superintendent's answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level, the grievance may be referred to the School Board.

LEVEL C. The Board or committee thereof shall meet with the participants of Level B and examine the facts of the grievance. The School Board shall meet with the Association within fifteen (15) days of the receipt of the grievance. The Board shall submit its written response within fifteen (15) days of the meeting.

LEVEL D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures for obtaining the service. The arbitrator shall use arbitrator's best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall not be binding on either party, but shall be advisory only except when the parties have mutually agreed in writing prior to the arbitration hearing that the arbitrator's decision shall be final and binding. Upon receipt of the advisory arbitration award, the School Board shall meet within twenty (20) days of the receipt of the award to accept or reject the recommendation of the arbitrator. The parties agree to share equally in the compensation and expenses of the arbitrator.

10.6 Time periods specified in this procedure may be extended by mutual agreement.

10.7 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

10.8 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.

10.9 A grievance, in order to be considered further must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

10.10 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school terms, or as soon thereafter as is practical.

10.11 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.

10.12 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

10.13 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

**ARTICLE XI  
LEAVES OF ABSENCE**

11.1 It is agreed that the use of leave days will be confined to purposes provided in this Article XI.

11.2 Employees shall, at the beginning of the year be granted thirteen (13) days leave at their applicable salary. These are for use in the event of personal or family illness, important religious obligations, the death of a close friend or relative not covered under Section 11.6 of this contract, and unexpected situations that demand immediate action and for which no other leave provision applies. Work connected disability covered by the New Hampshire Workers' Compensation Laws will be excluded.

11.3 Employees shall not be permitted to carry over more than 110 days from one year to the next. At the end of the school year any accumulated days in excess of 110 will be dropped from the accumulation and the employee will be compensated for those excess days at the rate of ten dollars (\$10) per day, to be paid the following September of the employee's returning year.

11.4 Maternity Leave: A leave of absence shall be granted to female employees affected by pregnancy, child birth or related medical conditions provided the employee supplies a physician's statement that she is not able to conduct her duties. Such leave shall be treated as any other personal disability and shall run concurrently with the employee's FMLA leave. Maternity leave shall fall under the guidelines of state law, the FMLA and the District's FMLA policy.

A: Paid Child-Rearing Leave: All employees are entitled to receive fifteen (15) consecutive days of paid child rearing leave during the first fifteen (15) days after the birth or adoption of a child. In the case of adoptions, the period of leave shall commence when the child is physically turned over to the employee or earlier if required by circumstances.

In the event both parents work for the district, one of the employees may opt to either take fifteen (15) consecutive days of said leave within fifteen (15) days of the birth or adoption or fifteen (15) consecutive days at any time during the first six weeks after the date of the birth or adoption of a child, with the scheduling approved by the Superintendent. Following the fifteen (15) days of paid child rearing leave, the employee may elect to use other paid leave to which they are otherwise eligible.

B: An employee who becomes pregnant will notify her principal in writing ninety (90) days prior to the date of disability except in cases of emergency. Continued employment shall be permitted as long as the employee is able to perform her duties adequately and can supply the Board with sufficient medical evidence to ensure her health and safety. The Board shall be held harmless from any and all claims related to her pregnancy if that teacher elects to continue working while pregnant.

C: Unpaid Child-rearing Leave: In addition to the leave granted in 11.4 (A), a employee who has exhausted all paid benefits (i.e., paid child rearing leave, sick leave, etc.) and/or is otherwise ineligible for other disability leave, may take an unpaid leave of absence of up to three (3) full school semesters following the adoption or birth of a child, provided that the total leave does not exceed (3) full school semesters.

D: To qualify for child-rearing leave, the employee shall notify the principal of the employee's intent to take leave in writing ninety (90) days prior to the date on which the leave is to begin except in cases of emergency.

E: The employee's position shall be held for up to three (3) full school semesters and upon return from unpaid child-rearing leave, the employee shall be restored to his or her former positions. To minimize disruption of the school system, employees are encouraged to return at the beginning of a school year but in no event shall they return at any time other than the beginning of a semester. If for any reason that employee's position is eliminated while on leave, that employee shall be offered the first available position he/she is certified and qualified to fill.

11.5 The Board agrees to continue a sick-leave bank for employees covered by this Agreement for the purposes of providing long-term coverage due to disability or illness. Each employee in the bargaining unit shall be a member of the sick bank. When the sick bank falls below two hundred (200) days, each employee agrees to donate at the beginning of the next school year, one (1) day from the thirteen (13) leave days set forth in section 11.2 of Article XI to be deposited in said bank. To become eligible for extended benefits from the sick leave bank employees must:

- A. Have exhausted all of their accumulated leave days under Article XI. (Not just 11.2)
- B. Have presented satisfactory medical evidence of disability or illness (excluding work-connected accidents) to the Review Board which shall make the final decision.
- C. Have met the required waiting period of thirty (30) consecutive working days. An employee may draw up to sixty (60) days from said bank in any one (1) year.
- D. All new members to the sick bank must contribute 1 day by September 30. Employees hired during the school year must contribute one day within 30 days of the start of employment.
- E. Have brought to the MDEA Executive Board the employee's application or use of the sick bank in order that the Executive Board may confirm eligibility and validity before passing valid and complete applications forward to the Review Board for final approval.

Review Board: to be determined by the parties. For the term of this agreement, the committee shall consist of two (2) Board representatives and two (2) Association representatives.

11.6 Employees shall be entitled to up to five (5) paid bereavement days per occurrence for a death in the immediate family. Immediate family as used in this Section shall mean mother, father, brother, sister, spouse, children, grandparent, [grandchild](#), and significant others of employee and the same relatives of the employee's spouse. To be eligible for leave under this Section, written request shall be presented to the Superintendent at least twenty-four (24) hours prior to any such leave, except for

extenuating circumstances when the Superintendent may waive such notice. Additionally, employees shall be entitled to use sick leave for bereavement in the event of the death of a close friend or relative not covered under this Section (see Article 11.2).

11.7 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall, if requested by such employee, receive the employee's net difference between Workers' Compensation payments and the employee's full pay at the employee's applicable salary rate and such payment by the Board shall continue until any such employee has used all of the employee's accumulated sick pay. Thereafter, the employee shall continue to receive only those monies paid to the employee under the provision of the Worker's Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any employee receive monies in excess of the regular net earnings to which the employee was entitled prior to any such Workmen's Compensation claim. Deductions to the employee's sick leave shall be pro-rated.

11.8 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.

11.9 An employee called as juror will receive the employee's normal pay checks and will sign over to the district the employee's juror earnings.

11.10 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between the employee's pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.

11.11 Employees will be encouraged to take professional days for the benefit of the school district. Professional days, with or without pay, shall be at the sole discretion of the Superintendent of Schools, or the Superintendent's designee.

11.12 Employees will be entitled to three (3) paid personal leave days per year (non-cumulative) for each year of the agreement. Subject to administrative approval, leave shall be granted provided the employee follows the procedure outlined below:

- a. Employees shall submit written notice on form provided by the Superintendent.
- b. Twenty-four (24) hours notice shall be provided except in emergencies,
- c. Personal leave for a specific building shall be limited in accordance with the guidelines specified in Appendix F.

Personal leave shall not be used for social affairs, pleasure trips or recreation.

11.13 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

11.14 Sabbatical fellowships are granted at the discretion of the Board and are designed to encourage the improvement of instruction, supervision, and administration in the Monadnock School System. Teachers may apply for a fellowship upon completion of five (5) years service in the Monadnock School System. After having received a fellowship, a teacher may apply for a second fellowship only after five (5) additional years in the Monadnock School System. A teacher must present a detailed proposal for study or research to the teacher's principal for approval by the Board upon recommendation of the Superintendent. This proposal must be submitted to the Superintendent before December first (1st) in the school year proceeding the fellowship year. The fellowships will be available only for full-time study or research programs. No more than two (2) sabbatical fellowships at full pay will be available in any one (1) year. Ordinarily fellowships will cover a full school year, in special cases, fellowships covering half a school year or a half school plus one (1) summer may be approved, provided that adequate arrangements can be made to cover a teacher's responsibilities during a partial year's absence. During the sabbatical, the teacher will receive such other medical and life insurance benefits as are offered to all teachers in active service, if such plans permit. The teacher is expected to return to the Monadnock School System for a minimum of two (2) years following the fellowship year.

If the teacher terminates employment before the end of the two (2) year period the amount of the fellowship grant must be paid on a prorated basis within a five (5) year period, through signing a promissory note indicating the amounts, method, and schedule of payment at the time leave is taken.

**ARTICLE XII  
SENIORITY, LAY OFF AND RECALL**

12.1 No later than sixty (60) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work. In the circumstances of more than one (1) individual having the same first day of work, seniority will be determined by the date the Board accepts the individual employee's nomination by the superintendent. In the event that the individuals have the same nomination date, all individuals so affected will participate in a drawing to determine placement on the seniority list. Prior experience in the Monadnock Regional School District will be considered.

12.2 Seniority Rights Procedures:\*\*

a. An employee who meets the following criteria shall have the right and may be placed in a position for which they are certified and qualified to fill and that is currently filled by an employee with less seniority. Seniority will be determined as described below. The criteria for teachers are as follows:

1. The teacher must have taught within the area of certification within the past three (3) years.
2. The teacher must have satisfactory evaluations in the subject area and grade level.
3. The School Board may have the option of considering other relevant factors.

The criteria for nurses are as follows:

1. The nurse must have satisfactory evaluation.
2. The School Board may have the option of considering other relevant factors.

b. The seniority list shall be prepared by the S.A.U. # 93 Personnel Office, verified by the Association, and made available in all district schools and to the Association by November 1st of each year. Any subsequent revisions shall also be made available when developed. The listings shall be arranged into three lists as follows:

1. Teachers certified by the State for teaching within an elementary school, i.e., kindergarten through grade 6.
2. Teachers certified by the State to teach Middle / High School subjects, i.e., grade 7 through grade 12 for English, Math, Science, Social Studies, Languages, etc...
3. Nurses Licensed by the State of New Hampshire Board of Nursing.

\*\* Anyone holding a State Certification to teach specific subjects grades K-12 will be appropriately placed into both listings.

12.3 All seniority, excepting as provided below, is lost when employment is severed by resignation, retirement, and discharge for cause; however, seniority is retained if severance of employment is due to layoff (RIF) or approved leaves of absence. In cases of layoff, employees so affected shall retain all seniority accumulated as of the effective date of layoff.

- A) Those non-bargaining unit members employed shall have their seniority grandfathered for their total years of service in the Monadnock District up to 7/1/83.
- B) Effective 7/1/83 non-bargaining unit members performing actual teaching duties shall continue to accrue seniority on a pro-rata basis; e.g. 1/2 teaching time = 1/2 year seniority.
- C) Effective 7/1/83 employees who transfer to non-bargaining unit positions shall have a 3-year grace period during which their seniority shall be retained and they may opt to return to the bargaining unit.

12.4 Whenever it is determined by the School Board to reduce the numbers of continuing contract employees in the School District, the Board will base its decision on which employees will be laid off upon the following criteria: The Superintendent will recommend to the Board the employees to be laid off based upon their seniority and comparative ability and performance within the department in which the reduction is being made, including qualifications and experience.

12.5 In the event the Board elects to layoff a more senior employee, a measurable differential in performance and qualifications between employees must be established.

12.6 No continuing contract teacher will be laid off while a non-continuing contract teacher remains employed in the same department, except when there is no one in the department/subject area certified and qualified to replace the non-continuing contract teacher. Layoff procedure applies to continuing contract teachers only. Non-continuing contract teachers will continue to be selected for renewal or non-renewal at the full discretion of the administration and the Board, and any complaint arising from this decision is not subject to the grievance procedure.

A “continuing contract teacher” shall be defined as a teacher entitled to this status under RSA 189-14-a.

12.7 In no case, in the secondary schools, will a continuing contract teacher be laid off so long as a non-continuing contract teacher is employed in that subject area, except when there is no one certified and qualified to replace the non-continuing contract teacher.

12.8 Recall rights shall be consistent with the criteria established for layoffs.

- A) Recall rights shall be for a period of thirty-six (36) months from the last date of employment in the district.
- B) To be eligible for recall, each employee shall be responsible for notifying the district by certified mail, return receipt requested, of their wish to remain on the recall list. Such notice shall be postmarked between January first (1st) and March fifteenth (15th) of each year.

12.9 Refusal of an offer from the Employer of a like position from which the laid off employee is certified and qualified, or failure to respond within thirty (30) days of the receipt of a written offer of a position made by the Employer shall be cause for termination.

12.10 Notifications of recall shall be in writing. The notification shall be sent by certified mail to the employee's last known address. It shall be the employee's responsibility to notify the Employer of any change of address.

12.11 Recalled employees shall be entitled to all benefits as provided herein.

12.12 RIF for nurses shall be based on date of hire and seniority.

12.13 Recall and benefits as provided in 12.8 through 12.11 shall apply to nurses.

## ARTICLE XIII RETIREMENT

The Monadnock Regional School District offers both regular retirement and longevity to employees of the District. The time frames indicated for application are to allow for easy transitioning and budgeting purposes. The employee should make an appointment with the New Hampshire Retirement System for discussions of their retirement options.

13.1 Any full time employee who is at least ~~fifty-five (55)~~fifty (50) years of age and whose age, plus years of service in the District equals seventy-five (75) may apply for regular retirement, as long as they have at least fifteen (15) years of service in the District. ~~If a A~~-letter of application declaring the intent to retire ~~is shall be~~ sent to the School Board via the Superintendent of SAU #93 by December 1st of the school year prior to the year of retirement, the employee will receive benefits at the date of separation from the District. ~~eighteen (18) months prior to the retirement date.~~ The employee may provide notice after December 1st of the school year prior to the year of retirement but not later than the date that signed annual contracts are due to be returned for the following year, retire in June with written notice given by the 2<sup>nd</sup> Tuesday of January of the preceding year; however, benefits will be paid in eighteen (18) months from the date of the notice. At its sole discretion, the Board may waive ~~the either eighteen (18) month~~ notice requirement and permit an employee to receive benefits at the date of separation from the District.

At its sole discretion, the Board may permit an employee to rescind notice of intent to retire upon satisfactory demonstration of a change in circumstances. However, no employee will be permitted to rescind notice of intent to retire more than once, and Board decisions to deny an employee's request to rescind shall not be subject to the grievance procedure.

A. The employee shall be paid the following as part of the retirement:

1. Any employee retiring pursuant to the provisions of Article 13.1 shall be paid \$75.00 per day for all accumulated leave days.

2. Employees retiring pursuant to the provisions of Article 13.1 shall be paid an amount per year of service on the following schedule:

- a. 15-19 years of employment with the District: \$75.00 per year;
- b. 20-24 years of employment with the District: \$100 per year;
- c. 25-29 years of employment with the District: \$125 per year;
- d. 30-~~34~~+ years of employment with the District: \$~~150~~75 per year;

e. 35+ years of employment with the District \$200 per year.

13.2 The Longevity Program is reinstated subject to the following terms and conditions:

A. During the term of this Agreement, the Board will fund the program as follows:  
\$210,000 each year of the agreement

B. The monies specified in Article 13.2(A) hereof will be available for longevity payments to eligible staff as determined in this Article.

C. Eligible Employees shall receive points on the following basis:

- 15-19 years of completed service as a member of the bargaining unit – 2 points
- 20-24 years of completed service as a member of the bargaining unit – 3 points
- 25-29 years of completed service as a member of the bargaining unit – 4 points
- 30 + years of completed service as a member of the bargaining unit – 5 points

Points will not be higher than \$1,200

Employees shall be eligible for participation in the longevity program at the end of their fifteenth 15<sup>th</sup> year of service as a member of the bargaining unit.

D. Any employee who was credited with one step on the salary schedule for at least one half year (80 days) of employment shall also receive one year towards longevity. In the event that an employee has two separate half years of employment, it will only count as one year towards longevity. Employees who have served as long-term substitutes will receive the same recognition for longevity as contracted employees.

13.3 Longevity payments shall be calculated as follows:

A. The number of employees in each category will be multiplied by the number of points applicable to that category. To determine a per point value, the number of points for all categories will be totaled and divided into the amount of money available for that contract year (to the nearest dollar). This per point value is then used to determine the annual award for each eligible staff member.

## ARTICLE XIV MISCELLANEOUS PROVISIONS

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

14.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, disability, membership and/or activity in the Association.

14.3 Copies of the Agreement shall be posted on the District's website and available at the SAU office within thirty (30) days after the Agreement is signed. Employees and the Association may print copies using District equipment and expendable materials (e.g., paper and ink). The District shall provide each newly hired employee with a copy of the Agreement along with the employee's individual employment agreement. The District specifically disclaims any liability for the failure or interruption of the website.

~~14.4~~—Any individual contract, heretofore or hereafter executed, (see Appendix C attached hereto) between the Board and an individual employee, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, it shall be considered invalid and this Agreement, during its duration shall be controlling. Individual contracts shall state the employee's worksite and assignment. Employees shall be notified as soon as known of any changes in contract assignment. If the employee requests the Superintendent will provide an opportunity to meet and discuss the change. Every reasonable effort shall be made by the employee and Superintendent to meet prior to the implementation of the change. In the event that the matter is not resolved, the affected employee shall have the right to present the matter to the School Board. The decision of the Board shall be final.

~~14.5~~14.4 No employee will be disciplined or reprimanded except for just cause, and any employee who alleges to be aggrieved under this Section 14.5 shall have the full access to the Grievance Procedures of this Agreement.

~~14.6~~14.5 A teacher's contract shall only be non-renewed as provided in RSA 189:14-a. In any event, any such teacher shall be given reasons in writing. A nurse's contract shall be non-renewed in accordance with the procedures set forth in RSA 189:14-a. A nurse who has attained "continuing-contract" status as set forth in RSA 189:14-a shall have access to the grievance procedure to challenge his or her nonrenewal.

~~14.7~~14.6 While on duty and for purposes of this Agreement, just cause shall include, but not be limited to, excessive lost time, excessive absenteeism, insubordination, or assault on a supervisor.

14.8 School nurses may delegate certain nursing activities or tasks as permitted by state law. School nurses who refuse to delegate nursing activities or tasks based on their determination that it would be inappropriate to do so shall document the basis for that determination. The District shall comply with RSA 326-B:29 with respect to a school nurses' decision to and/or refusal to delegate nursing activities or tasks.

14.9 The Superintendent will keep the Association informed of any rules or requirements that result from the implementation of the Every Student Succeeds Act, and will encourage a collaborative planning approach as appropriate.

14.10+ The District shall provide each employee with a secure location such as a locking desk, cabinet, or locker, for personal property that is necessary for the employee to have with them during the day, such as purses/backpacks, wallets, car keys, etc. The parties agree that this secure location shall be within the employee's classroom, office, or assigned workspace if the employee has a classroom, office, or assigned workspace. For employees who do not have a classroom, office, or assigned workspace, the secure location shall be convenient to the employee.

**ARTICLE XV  
STRIKES AND SANCTIONS**

15.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against employees. The terms and conditions of this Article shall apply only to this school district.

**ARTICLE XVI**  
**DURATION**

16.1 This Agreement shall be binding upon the Monadnock Regional School District and the Monadnock District Education Association.

16.2 Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties hereto, and shall continue and remain in force and effect to and including June 30, ~~2021~~<sup>2019</sup> when it shall expire unless an extension is agreed to by both parties in writing prior to such date.

16.3 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement by the representatives of the Monadnock Regional School District and the Monadnock District Education Association.

**ARTICLE XVII**  
**NOTICE UNDER AGREEMENT**

17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Monadnock Regional School District Board Chairman, 600 Old Homestead Highway, Swanzey, New Hampshire 03446. Alternatively, if the parties agree, notice may be provided by e-mail with receipt acknowledged.

17.2 Whenever written notice to the Monadnock District Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Monadnock District Education Association at the Presidents' current address. Alternatively, if the parties agree, notice may be provided by e-mail with receipt acknowledged.

17.3 Either party, by written notice, may change the address to which future written notices shall be sent.

**ARTICLE XVIII**  
**FINAL RESOLUTION**

18.1 This Agreement represents the final resolution of all matters in dispute between the parties.



## **APPENDIX B INSURANCE**

### HEALTH AND ACCIDENT INSURANCE:

The School Board agrees to provide coverage.

Employees may select single, two person, or family plans.

The difference between the Board's maximum contribution and the cost to provide coverage set forth herein shall be payroll deducted from the affected employee's salary and shall be coordinated with an IRS Section 125 pre-tax plan.

Any employee who chooses not to be enrolled in a district sponsored medical plan shall receive a yearly cash disbursement to be paid at the end of each school year, upon proof of coverage by another carrier.

### DENTAL:

The Board agrees to pay each year 90% of the current year's Delta Dental Insurance Plan C or its equivalent, which pays up to 100% of coverage A, 80% of coverage B, 50% of coverage C, 0 deductible a year, and maximum coverage of \$1,000 a person a year. Coverage D, Orthodontia, is added at 50% coverage with a lifetime maximum coverage of \$1,000 per person.

### DISABILITY:

The Board agrees to pay each year up to 100% of the preceding year's long term disability insurance coverage, with a 120 day waiting period, with benefits to age 65, affording 70% of pay to a maximum of \$3,500 per month.

APPENDIX C

NEW HAMPSHIRE ANNUAL TEACHER CONTRACT  
MONADNOCK REGIONAL SCHOOL DISTRICT

Agreement made \_\_\_\_\_, 20\_\_ by and between the **Monadnock Regional School District** hereinafter called the **District** and \_\_\_\_\_ (**Ed Level**), **STEP** - \_\_\_\_\_ hereinafter called the **Teacher**.

1. The District agrees to employ the Teacher for the ensuing school year from \_\_\_\_\_ to \_\_\_\_\_ at an annual salary of \$\_\_\_\_\_ paid by agreement commencing on \_\_\_\_\_, 20\_\_.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations that may be enacted relative to the school and teacher's contract.
3. It is mutually agreed:
  - a. That the school year is not in excess of \_\_\_\_\_ **days**. New teachers shall attend 1 Orientation Day.
  - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified in the State of New Hampshire.
  - c. That the District, may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license or permit is revoked by the Commission of Education.
  - d. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
  - e. That, except as provided in "c" and "d," this contract may not be terminated at any time prior to its expiration without the consent of both parties.
  - f. That the District and Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
  - g. That if this contract has not been signed and returned to the Superintendent of Schools on or before \_\_\_\_\_, **20\_\_**, it will be considered that the above named Teacher has declined employment with the District.

**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.**

**MONADNOCK REGIONAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
School Board Chair

By: \_\_\_\_\_  
Teacher

**APPENDIX D  
DUES DEDUCTION AUTHORIZATION FORM**

**Name:** \_\_\_\_\_  
(Please print)

“I hereby authorize the Monadnock Regional School District to withhold from my salary the sum of \$ \_\_\_\_\_ for membership dues as follows:

For membership in the Monadnock District Teachers Association, the sum of \$ \_\_\_\_\_ per year;

For membership in the New Hampshire Education Association, the sum of \$ \_\_\_\_\_ per year;

For membership in the National Education Association, the sum of \$ \_\_\_\_\_ per year.

The sums thus to be deducted over ten (10) or fifteen (15) pay periods are hereby assigned by me to the Monadnock District Teachers Association and are to be remitted by the Monadnock Regional School District to the Treasurer of the Association and having done so, the board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the 15th of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX E  
GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_ School District \_\_\_\_\_

To \_\_\_\_\_ Complete in triplicate with copies to:  
(Name of Principal)  
1. Principal  
2. Superintendent  
3. Association

---

School: \_\_\_\_\_ Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

---

LEVEL A

Date of Grievance \_\_\_\_\_

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):
2. Relief Sought:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Answer given by Principal:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant:

Signature \_\_\_\_\_ Date \_\_\_\_\_

LEVEL B

Date received by Superintendent:  
Answer given by Superintendent:

Signature

Date

Position of Grievant:



LEVEL C

Date submitted to School Board:  
Disposition of School Board:

Signature

Date



LEVEL D

Date submitted to Advisory Arbitration:  
Disposition of Arbitrator:

Signature

Date

## APPENDIX F

Limit on number of employees absent at a time because of “personal reasons.”

|                     |   |
|---------------------|---|
| Cutler School       | 3 |
| Emerson School      | 2 |
| Gilsum School       | 1 |
| Monadnock Reg. H.S. | 6 |
| Mt. Caesar School   | 3 |
| Troy School         | 2 |

Itinerant teachers (art, music, physical education, reading, learning disabilities, language development, guidance, etc.) will be charged to the quota of the school to which they are assigned on the day involved.

## APPENDIX A

**Lane Step 2019/20 Salary 2020/21 Salary**

|    |    |           |           |
|----|----|-----------|-----------|
| BA | 0  | \$ 38,000 | \$ 38,500 |
| BA | 1  | \$ 38,500 | \$ 39,000 |
| BA | 2  | \$ 38,500 | \$ 39,500 |
| BA | 3  | \$ 39,500 | \$ 40,000 |
| BA | 4  | \$ 39,500 | \$ 40,500 |
| BA | 5  | \$ 40,500 | \$ 41,000 |
| BA | 6  | \$ 41,500 | \$ 41,800 |
| BA | 7  | \$ 42,500 | \$ 42,800 |
| BA | 8  | \$ 43,500 | \$ 43,800 |
| BA | 9  | \$ 44,500 | \$ 44,800 |
| BA | 10 | \$ 45,500 | \$ 45,700 |
| BA | 11 | \$ 46,500 | \$ 46,700 |
| BA | 12 | \$ 47,500 | \$ 47,700 |
| BA | OS | \$ 56,000 | \$ 57,200 |

**Lane Step 2019/20 Salary 2020/21 Salary**

|       |    |           |           |
|-------|----|-----------|-----------|
| BA+15 | 0  | \$ 39,500 | \$ 40,000 |
| BA+15 | 1  | \$ 40,000 | \$ 40,500 |
| BA+15 | 2  | \$ 40,500 | \$ 41,000 |
| BA+15 | 3  | \$ 41,000 | \$ 41,500 |
| BA+15 | 4  | \$ 41,500 | \$ 42,000 |
| BA+15 | 5  | \$ 42,500 | \$ 42,800 |
| BA+15 | 6  | \$ 43,500 | \$ 43,800 |
| BA+15 | 7  | \$ 44,500 | \$ 44,800 |
| BA+15 | 8  | \$ 45,500 | \$ 45,800 |
| BA+15 | 9  | \$ 46,500 | \$ 46,800 |
| BA+15 | 10 | \$ 47,500 | \$ 47,700 |
| BA+15 | 11 | \$ 48,700 | \$ 48,900 |
| BA+15 | 12 | \$ 49,800 | \$ 50,000 |
| BA+15 | 13 | \$ 51,000 | \$ 51,200 |
| BA+15 | OS | \$ 58,950 | \$ 60,150 |

**Lane Step 2019/20 Salary 2020/21 Salary**

|    |    |           |           |
|----|----|-----------|-----------|
| MA | 0  | \$ 43,000 | \$ 43,500 |
| MA | 1  | \$ 43,500 | \$ 44,000 |
| MA | 2  | \$ 44,000 | \$ 44,500 |
| MA | 3  | \$ 44,500 | \$ 45,000 |
| MA | 4  | \$ 44,500 | \$ 45,500 |
| MA | 5  | \$ 45,500 | \$ 45,800 |
| MA | 6  | \$ 46,500 | \$ 46,800 |
| MA | 7  | \$ 47,500 | \$ 47,800 |
| MA | 8  | \$ 48,500 | \$ 48,800 |
| MA | 9  | \$ 49,500 | \$ 49,800 |
| MA | 10 | \$ 50,500 | \$ 50,700 |
| MA | 11 | \$ 51,600 | \$ 51,800 |
| MA | 12 | \$ 52,600 | \$ 52,800 |
| MA | 13 | \$ 53,600 | \$ 53,800 |
| MA | 14 | \$ 54,600 | \$ 54,800 |
| MA | OS | \$ 62,200 | \$ 63,400 |

**Lane Step 2019/20 Salary 2020/21 Salary**

|       |    |           |           |
|-------|----|-----------|-----------|
| MA+15 | 0  | \$ 45,000 | \$ 45,500 |
| MA+15 | 1  | \$ 45,500 | \$ 46,000 |
| MA+15 | 2  | \$ 46,000 | \$ 46,500 |
| MA+15 | 3  | \$ 46,500 | \$ 47,000 |
| MA+15 | 4  | \$ 47,000 | \$ 47,500 |
| MA+15 | 5  | \$ 48,000 | \$ 48,400 |
| MA+15 | 6  | \$ 49,000 | \$ 49,400 |
| MA+15 | 7  | \$ 50,000 | \$ 50,400 |
| MA+15 | 8  | \$ 51,000 | \$ 51,400 |
| MA+15 | 9  | \$ 52,000 | \$ 52,400 |
| MA+15 | 10 | \$ 53,000 | \$ 53,300 |
| MA+15 | 11 | \$ 54,000 | \$ 54,300 |
| MA+15 | 12 | \$ 55,000 | \$ 55,300 |
| MA+15 | 13 | \$ 56,000 | \$ 56,300 |
| MA+15 | 14 | \$ 57,000 | \$ 57,300 |
| MA+15 | OS | \$ 66,200 | \$ 67,400 |

**Lane      Step      2019/20 Salary      2020/21 Salary**

|       |    |           |           |
|-------|----|-----------|-----------|
| MA+30 | 0  | \$ 48,000 | \$ 48,500 |
| MA+30 | 1  | \$ 48,500 | \$ 49,000 |
| MA+30 | 2  | \$ 49,000 | \$ 49,500 |
| MA+30 | 3  | \$ 49,500 | \$ 50,000 |
| MA+30 | 4  | \$ 50,000 | \$ 50,500 |
| MA+30 | 5  | \$ 51,000 | \$ 51,400 |
| MA+30 | 6  | \$ 52,000 | \$ 52,400 |
| MA+30 | 7  | \$ 53,000 | \$ 53,400 |
| MA+30 | 8  | \$ 54,000 | \$ 54,400 |
| MA+30 | 9  | \$ 55,000 | \$ 55,400 |
| MA+30 | 10 | \$ 56,000 | \$ 56,300 |
| MA+30 | 11 | \$ 57,000 | \$ 57,300 |
| MA+30 | 12 | \$ 58,000 | \$ 58,300 |
| MA+30 | 13 | \$ 59,000 | \$ 59,300 |
| MA+30 | 14 | \$ 60,000 | \$ 60,300 |
| MA+30 | 15 | \$ 61,000 | \$ 61,300 |
| MA+30 | OS | \$ 70,200 | \$ 71,400 |

Upon ratification and approval, the District shall file an executed copy of this agreement with the New Hampshire Public Employee Labor Relations Board.

IN WITNESS WHEREOF the parties have executed this agreement for the years ~~2019-2021~~2018-2019.

MONADNOCK REGIONAL SCHOOL DISTRICT BOARD

---

**Scott Peters, Negotiations Chair**

MONADNOCK DISTRICT EDUCATION ASSOCIATION

---

---

**Emily Weber, Association Co-President**  
**Marie Szymcik, Association Co-President**