

**AGREEMENT  
BETWEEN THE  
MARLBOROUGH SCHOOL BOARD  
AND THE  
MARLBOROUGH EDUCATION ASSOCIATION**

July 1, 2007 to June 30, 2011

PREAMBLE

This contract is entered into between the Marlborough School Board, hereinafter called the "Board", and the Marlborough Education Association affiliated with New Hampshire Education Association and National Education Association hereinafter called the "Association".

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## ARTICLE 1

### RECOGNITION

- 1.1 The Board recognizes the Association for the purposes of collective negotiations, pursuant to R.S.A. 273-A as the exclusive representative of all full-time and regular (work 80% of days set forth in Article 8.1) teachers, librarians, nurses, counselors, and support staff in the Marlborough School District as certified by the New Hampshire Public Employee Labor Relations Board and excludes all other employees.
- 1.2 Definitions: As used within this collective bargaining agreement, the following definitions shall apply:
- a. Teachers shall mean certified teachers, librarians, nurses and counselors.
  - b. Support staff shall mean custodians, food service workers, instructional aides and tutors, as certified by the Public Employee Labor Relations Board in 2003.
  - c. Instructional shall mean instructional aides and tutors.
  - d. Employee shall mean all persons covered under this collective bargaining agreement.
  - e. Within the support staff, personnel will be classified as follows:
    - i. Full-time. Full-time personnel shall be personnel who are employed and work on a regular basis 1950 hours or more per year.
    - ii. Regular. Regular employees shall be employees who work 1200 or more hours and less than 1950 hours per year as part of their regular job assignment.
    - iii. Part-time. Part-time employees shall be employees who work less than 1200 hours per year as part of their regular job assignment.

## ARTICLE 2

### MANAGEMENT RIGHTS

- 2.1 Except as otherwise provided in this contract, the Board reserves to itself sole and exclusive jurisdiction and authority over, but is not limited to, matters of policy and retains the unrestricted right to direct and manage the school district as per Chapter 273-A:12 of the Public Employee Labor Relations law.
- 2.2 Terms and conditions of employment means wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute.
- 2.3 The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental functions.

## ARTICLE 3

### NON-DISCRIMINATION

- 3.1 The Board agrees to provide equal employment opportunities for all individuals based solely on their education, experience, knowledge and skill; and shall not discriminate with regard to race, color, creed, age, sex, sexual orientation, national origin, marital status, handicap, or membership and/or activity in the Association.

## ARTICLE 4

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or before September 15 of the prior year in which this contract expires, 135 days before the budget submission date of February 1, and subject to compliance with this contract and R.S.A. 273-A, the Association may, in writing by certified mail, return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this contract and shall submit no later than October 7, a list of its demands on negotiable terms. If the proper notice is given, the parties shall, no later than October 7, confer and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.
- 4.2 The term "days", as used in this article, shall mean calendar days.
- 4.3 The Negotiating Committees of the Board and Association shall have authority to reach tentative agreement subject to approval of Board and Bargaining Unit.
- 4.4 The Board agrees that public information in its possession shall be made available to the Association upon request with any expenses assumed by the Association.
- 4.5 It is agreed in this procedure that no part of this agreement is final until all agreements in this contract are final and ratified by the parties. Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Marlborough School District Annual Meeting or any specially warned school district meeting called for such purpose. The voters of the District will be properly warned and provided with information setting forth the financial terms relating to any multiyear agreement as per "Sanborn" guidelines.

#### Impasse

- 4.6 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, the parties will by mutual agreement select a mediator for the purpose of reconciling their difference(s) and resolving the controversy on terms which are mutually acceptable. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their difference(s) and effect a mutually acceptable agreement.
- 4.7 If the mediator is unable to effect settlement of the controversy within thirty (30) days after his appointment, either party may, by written notification to the other, request that their differences be submitted to fact-finding. The American Arbitration Association shall provide a list so that the parties can mutually select a fact finder in accordance with the rules and procedures prescribed by it for making such designation.
- 4.8 The fact finder will meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as deemed appropriate. Any such hearings will be held in closed session. The Board and Association will furnish the fact finder, upon request, all non-confidential records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make

findings of fact and make terms of settlement regarding the dispute as submitted. The fact finder may not make any report public until both negotiation teams shall have considered them for ten (10) days in accordance with R.S.A. 273-A:12I.

- 4.9 The costs for services of the mediator and/or fact finder, including per diem expenses, if any, will be shared equally by the Board and the Association.
- 4.10 Determination and/or recommendations under the provisions of Sections 7 and 8 of this article will be advisory and not be binding on the parties as per R.S.A. 273-A:12I.

## ARTICLE 5

### ASSOCIATION RIGHTS

- 5.1 Rights granted to the Association under this article shall not, in the judgment of the Board, be injurious or disruptive to the operation of the Marlborough School, its students, faculty or administration. Nor shall it be in violation of any provisions of this contract and/or policies or regulations of the Marlborough School District.
- 5.2 The Association will have the right to use the school building without cost for meetings. Requests for the use of the building will be made to the Principal, in advance.
- 5.3 The Association may be given a place on the agenda of the orientation program of all teachers.
- 5.4 The Association will have the right to post notices of its activities and matters of employee concern in the staff lounge and shall have the use of the in-school employee mailbox system for such notices and matters.
- 5.5 With approval from the Principal, the Association may have the use of equipment, normally used by teachers, for Association activities. Expendable materials will be at the expense of the Association.
- 5.6 With permission of the Principal, Association members may be contacted at school concerning matters of Association business, including in-building visits by Association representatives, provided that such contacts do not interfere with the employee's assigned duties.
- 5.7
- a. The Board agrees to deduct from the salaries of its employees, union dues or service fees for the Marlborough Education Association, National Education Association – New Hampshire, and the National Education Association, as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association.
  - b. Although it is agreed that union membership is not a mandatory condition of employment, effective July 1, 2007 all employees hired after July 1, 2007 covered by this Agreement who are members of the bargaining shall be required to pay dues or a service fee for the expenses incurred by the Association related to collective bargaining, including but not limited to negotiations, grievance and arbitrations, and actions taken under RSA 273-A, in an amount not greater than Association dues. Employees have the right to object to payment of a service fee and the Association will provide justification for the amount of the service fee charged.
  - c. The Association will certify to the District, the current rate of its union membership dues or service fee. If the Association changes the rate of its Association membership dues or service fee, it will give the District thirty (30) days written notice, prior to October 15 of the year of such change.
  - d. Deductions referred to in Section 1 above will begin within thirty (30) days of the District's receipt of authorization from the employee.
  - e. The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues or a service fee for the Association. Any certified employee, desiring to have the District discontinue deductions he/she has previously

authorized must notify the District and the Association concerned, in writing, sixty (60) days prior to the beginning of the school year.

- f. The Association shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or other wise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.

## ARTICLE 6

### EVALUATION AND PERSONNEL FILE

- 6.1 Employees shall be entitled to access their official personnel files within normal working hours upon notice to the Director of Human Resources.
- 6.2 All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee.
- 6.3 No derogatory material shall be placed in an employee's individual personnel file unless the employee is given a direct copy of the material. Any complaint to be placed in an employee's file shall be reduced to writing and indicate the name of those complaining, the dates and situations which brought about the complaint and the results of any investigation. The employee will have the right to submit a written response (with a copy to the Director of Human Resources) to such material. Such response will be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy. In any case, the employee shall at least acknowledge the complaint by signing it. Such signature shall indicate only that the report has been read by the employee and does not indicate agreement with the contents thereof.
- 6.4 The primary purpose of evaluations for teachers shall be the improvement of instruction and for support staff job performance and/or improvement of instruction. The parties recognize the importance and value for assisting and evaluating the progress and success of all staff for this purpose.
- 6.5 After consultation with the employees they will be given a verbal and written explanation of the Principal's annual plan for evaluation prior to September 25 of each school year. The Board shall have the sole responsibility to determine the means and methods of any such evaluation.
- 6.6 An employee shall be given a copy of any evaluation report prepared by an evaluator before any conference held to discuss it. If dissatisfied with this evaluation conference, the employee may request additional conference time. Thereafter, the employee shall sign the report and such signature shall indicate only that the report has been read by the employee and does not indicate agreement with the contents thereof. The employee may if he/she so wishes write a response to any evaluation report to be appended to that report.
- 6.7 Assessment of job performance shall be based on performance standards adopted by the Marlborough School Board. Comments not relevant to a specific standard shall not be included in the evaluation.

## ARTICLE 7

### EARLY TERMINATION

7.1 The contracted teacher may terminate this agreement prior to August 15 by giving not less than four (4) weeks notice to the school district and, thereafter, upon giving not less than six (6) weeks notice to the district. The required notice shall be waived under the following circumstances:

1. Urgent personal need or other emergency;
2. Other employment within NHSAU 29;
3. Employment other than teaching.

If a teacher leaving the district fails to comply with the notice requirement and fails to qualify as an exception above, that teacher shall pay the district \$350.

ARTICLE 8

EMPLOYMENT

8.1 For the purpose of this contract, the period of service for teachers shall not be more than one hundred ninety-one (191) days as set forth in an individual contract between the Board and each teacher, to be allocated as follows:

Teaching days	180
In-service	11

Except that the Board shall have the right to require additional days when in such judgment it is required to operate the school district. When such is required by the Board, the individual contract of such employee shall reflect additional compensation using the following formula: Current salary divided by one hundred ninety-one (191) times number of extra days beyond one hundred ninety-one (191).

8.2 The in-service days specified herein will be distributed and used as follows:

Three (3) Individual Classroom Preparation Days before the first day of school which shall include but not be limited to activities such as readying classrooms, reviewing student records, discussing individual students with teachers and administrators, planning student transitions, and planning individual curriculum. The content and activity of two days shall be determined solely by the individual teacher. One day of classroom prep shall be determined by the Superintendent.

Two (2) Orientation Days as determined by the Superintendent and/or Principal before the first day of school.

One (1) Professional Growth Day as written in the Growth Plan or scheduled by the District. This day will require submission of an individual plan developed by the respective employee and will also require approval in advance by said respective employee's Building Principal. Failure to submit an individual plan, as required in the Professional Development Plan for the Marlborough School District, will require any such employee to then attend an additional in-service day scheduled by the District.

One and one-half (1.5) Days scheduled by the District with input from the Association.

Two (2) Workshop Days to be determined mutually by the teachers and the Principal. Such days to be used by the entire teaching staff or group of teachers as mutually agreed in no less than one-half (1/2) day increments throughout the school year. Such day(s) to be scheduled when school is not in session.

One and one-half (1.5) Closure Days following the last day of school

8.3 Teachers are expected to attend a reasonable number of after-school functions such as faculty meetings, parent/student conferences, open houses, and other educationally related programs or conferences with the administration. Such meetings shall be of reasonable duration. Assignments to non-school hour duties will be made on a fair and equitable basis by the administration.

## Transfers

- 8.4 Teachers affected by possible transfer will be notified as soon as possible prior to implementation of the transfer. Any teacher being involuntarily transferred or reassigned after June 1st to a different grade, course, or area of certification which she/he has not taught in the last three years will be given a maximum of three (3) paid days prior to the start of the next school year to prepare for the change in assignment. The per diem rate of pay shall be calculated in accordance with Article 8.1. The final decisions to transfer, assign, or reassign will rest with the Superintendent or designee.
- 8.5 Staff persons shall be entitled to thirty (30) minutes of duty free time during each day except when the students are assigned by the Principal to remain in the building during normal recess time. Duty free lunch shall not be counted as part of any preparation time as otherwise defined in this agreement. Lunch time shall occur between 11:00 AM and 1:00 PM or from the beginning of the students' lunch time until one-half hour after the close of the students' lunch time.

## Reduction In Force

- 8.6
- a. When the Board finds it necessary to reduce teaching positions for full or part-time certified teachers for reasons of decreases in student enrollment, severe financial conditions, or other circumstances determined by the Board, the following Reduction In Force procedures shall be implemented.
    - i. The Board will apply the following equally-weighted criteria to determine the staff to lay off:
      - a. highest degree;
      - b. number of endorsements;
      - c. years of teaching experience in Marlborough School District.
    - ii. If, in following this process, there shall be a tie, then the teachers shall be reduced in the reverse order of district employment, provided those remaining are certified for the positions.
    - iii. Should a vacancy occur after a reduction in force has taken place, teachers shall be recalled for the opening in the reverse order from which the staff was reduced; i.e., the last to be laid off shall be given preference for any vacancy. This right to be recalled for employment shall terminate two years following last employment.
    - iv. In all cases, the Board, after due consideration of factors, including seniority, shall reserve the right to make any decision it feels necessary in the interest of the school district. However, such decision shall not be arbitrary or capricious.
  - b. When reduction in force is determined to be necessary within the support staff.
    - i. If a support person's job is directly related to performing services for a particular student (for example a one-on-one tutor) and that student leaves the district during a school year, the staff person may elect to be placed in any vacant position for which he/she meets the minimum qualifications or he/she may be laid off for the remainder of the school year. Any staff person whose position is directly related to performing services for a particular student and who is laid off

midyear shall be employed in the first available position for which the staff person is qualified for a period of two (2) years. It shall be the responsibility of the laid off staff person to promptly notify the Human Resources Office of any changes in his/her current address and his/her availability and desire to be considered for open positions.

- ii. If the student of a support staff person leaves the district at the end of the school year, the support staff person shall be placed in the first available position, provided that he/she is qualified as assessed by the Principal. In making such judgments, the Principal shall not be arbitrary or capricious.

#### Change in Job Assignment

8.7

- a. Teachers affected by changes in job responsibilities shall be consulted about such changes as early as is feasible prior to the new responsibility taking effect and professional days addressed to ease the transition shall be encouraged by the Board.
- b. Vacancies for salaried employees (including summer employment opportunities whenever possible) will be posted internally for a minimum of five (5) workdays, except in cases of emergency, before being advertised outside the school. Salaried employees shall be given preference for such vacancies, provided they are certified for the position.
- c. Each teacher new to the school district shall be assigned a peer mentor during his/her first year of teaching in Marlborough. Mentor teachers shall be selected from a group of employees who volunteer to serve. Mentors shall be compensated in the amount of \$350 per year for each new teacher mentored

#### Notification of Lane Change

8.8

Teachers who have reasonable expectations of completing academic courses or degrees, and who wish to use additional credits for salary purposes, must notify the Superintendent in writing not later than December first (1st) of any contract year for impact in the next school year. The time requirement specified in this section may be extended by mutual agreement.

#### Substitutes

8.9

The Board agrees that every reasonable effort will be made to obtain substitutes for teachers who are absent from work and for instructional assistants (tutors) who are absent from work for three or more consecutive days.

#### Preparation Time

8.10

Except in unusual circumstances, the Board will provide middle school teachers with one planning period per day equal to one class period. For elementary school teachers, the Board will provide a planning period whenever a specialist in art, music, physical education, library arts, or computers is providing instruction to their classes.

### Faculty Meetings

- 8.11 Faculty meetings shall normally begin 15 minutes after students are dismissed and shall end no later than 4:00 pm. There will be no more than one faculty meeting a week except in an emergency.

### Support Staff Period of Service

- 8.12 School-year support staff personnel shall work the school instructional year plus not more than two (2) preparation, clean-up, orientation or open house days as assigned by the Principal and when in the discretion of the Principal it is necessary. The Principal, in exercising judgment, shall not be arbitrary or capricious.

### Support Staff Holidays

- 8.13 Full-time and regular support staff who normally work in their position the regular business day before and after a recognized holiday are entitled to be paid for that holiday. Full-time and regular support staff on sick leave or approved annual leave for these days will also be eligible for holiday pay. Full-time and regular support staff on leave without pay on these days are not entitled to holiday pay, subject to the provisions herein.
- a. Full-time support staff are entitled to twelve (12) paid holidays as determined by the Superintendent.
  - b. Regular support staff are eligible for holidays falling within the school year, as determined by the Superintendent.
  - c. Part-time support staff who work 1080 hours or more annually are entitled to six (6) holidays falling within the school year. The six (6) holidays shall be as follows: two (2) days at Thanksgiving, two (2) days at Christmas, two (2) days at New Year's.

### Assignments for Support Staff

- 8.14
- a. Vacancies in support staff job classifications, (including summer employment opportunities whenever possible) will be posted for a minimum of five (5) days except in cases of emergency. Existing employees will be granted consideration for employment to fill vacancies provided they are the more qualified applicants, unless the position is student-specific and it will be difficult to replace or in the opinion of the administration, it would work a hardship to interfere with the educational program of the student.
  - b. In the event an employee's position becomes eliminated or changed (regardless of the reason) he/she shall be given consideration for any open and unfilled position which may then be available, provided he/she has applied and is qualified to perform the work.
  - c. The Board shall notify the involved employee if it contemplates a change in the assignment of an employee as set forth in his/her contract and, if the employee objects to the reassignment, the administration agrees to meet with the employee within ten (10) days of receipt of notification to consider the employee's concerns and possible alternatives. In the case the reassignment is refused, such a refusal shall constitute termination of employment without prejudice.
  - d. The School District shall develop written job descriptions including minimum qualifications for each position covered by this Agreement prior to the end of their contract. If the District is

considering creating a new classification of support staff, it shall notify the Association of its intent at least fifteen (15) days prior to the implementation of the new classification. The parties may agree to shorten this time period by mutual agreement or in case of an emergency.

#### Support Staff Vacation

8.15

- a. Full-time support staff shall be able to earn vacation as follows:

0-5 years	.833 days a month
6-8 years of service	1.25 days a month
8 years +	1.67 days a month
- b. All leave must be approved in writing in advance by the Principal. Ordinarily, employees shall provide notice of thirty (30) days in advance of their intention to take a vacation of two or more weeks.
- c. Payment for vacation shall be at the regular hourly rate.
- d. Vacations shall be scheduled at times requested by the employee unless the requested vacation would place a hardship on the District's operation. In making such judgments, the supervisor shall not be arbitrary or capricious.
- e. Employees may carry over up to thirty (30) vacation days from one year to the next.
- f. Employees who leave employment shall be compensated for earned but unused vacation time.

#### Support Staff Overtime

8.16

- a. Support staff shall receive overtime pay at the rate of one and one-half (1.5) times their regular hourly rate for hours worked in excess of forty (40) hours per week. A week shall run Sunday through Saturday. (Overtime may not be worked without prior written consent of the Principal.) Subject to meeting the needs of the District and with the approval of the Building Principal, a support staff person may elect to vary his/her work schedule provided that such alteration shall not exceed forty (40) hours per week unless authorized by the appropriate supervisor.
- b. Support staff who are requested to work on what is otherwise a paid holiday or on a weekend day shall receive compensation at the rate of one and one-half (1.5) times their regular hourly rate.

Support staff who are called into work to handle an emergency situation shall receive a minimum of two (2) hours pay per call-in, provided that, if they shall be required to remain longer than two (2) hours, they shall be paid at appropriate rates.

ARTICLE 9  
RATES OF PAY

9.1 A. Teachers will receive the following salary increase(s):

Effective July 1, 2007: See Appendix A  
Effective July 1, 2008: See Appendix A  
Effective July 1, 2009: See Appendix A  
Effective July 1, 2010: See Appendix A

B. Support staff will receive the following increases:

Effective July 1, 2007: See Appendix B  
Effective July 1, 2008: See Appendix B  
Effective July 1, 2009: See Appendix B  
Effective July 1, 2010: See Appendix B

9.2 Teachers may select either twenty-one (21) or twenty-six (26) pay periods for distribution of their annual salary. Teachers are encouraged, but not required, to select twenty-six (26) pay periods. The Selection Option is included as part of the contract and made at the time the contract is signed.

9.3 The Board will provide up to \$3,000 per year for the purpose of student loan repayment for teachers with three (3) or less years of teaching experience (on steps 0-3). All applications for student loan repayment must be filed with the Human Resources Office no later than November 1.

The \$3,000 fund will be divided on a prorated basis among all eligible applicants. However, individual teachers shall be eligible to receive no more than \$1,000 a year or the balance of their loan, whichever is less.

The repayment contribution shall be made directly to the educational and/or financial institution(s) designated by the teacher. In order to receive this contribution, the teacher shall provide proof of the loan(s), including verification of monthly payment amount(s) and a year-end summary of the repayment activity from the institution(s).

Any teacher receiving an education loan repayment contribution is expected to return to the Marlborough school system for the school year following the year in which the contribution is made.

If the teacher voluntarily terminates employment before the end of the following year and the amount contributed is greater than the final paycheck of the teacher the amount of the contribution must be repaid on a prorated basis within a three (3) year period, through signing a promissory note indicating the amounts, method, and schedule of payment. In the event that the amount contributed is less than or equal to the teacher's final paycheck, the District is specifically authorized to deduct any balance due from the paycheck.

## ARTICLE 10

### DISCIPLINE

- 10.1 No teacher shall be dismissed (RSA 189:13) except for just cause. No continuing contract teacher shall be non-renewed (RSA 189:14) except for just cause. Just cause shall mean that there is evidence which supports the decision of the Board.
- 10.2 Newly hired support staff will have a ninety (90) calendar day probation period during which they may be terminated without cause. Thereafter, their employment may be terminated only upon mutual agreement or by the District for just cause, as defined in 10.1 above.

## ARTICLE 11

### GRIEVANCE PROCEDURE

- 11.1 A "Grievance" is a claim by a person based upon the interpretation, application or alleged violation of this contract which results in harm or loss to the grievant.
- 11.2 A "Grievant" is any person covered by the contract who makes the claim.
- 11.3 A bargaining unit member covered by this contract shall have the right to have an Association representative present during the steps.
- 11.4 The parties acknowledge that it is more desirable to resolve problems through free and informal communications. Grievances which are not settled in an informal way shall be reduced to writing and referred to the following grievance procedure.
- 11.5 The term "days", as used in this article, shall mean calendar days. Time periods specified in this procedure may be changed by mutual written agreement by both parties.
- 11.6 To be eligible to use the formal procedure within fourteen (14) days of the day of alleged violation of the contract, a grievant must file a grievance stating the specified alleged grievance with proper reference to the article of this contract being grieved. Appendix C shall set forth the form of the written grievance and must be completed by the aggrieved person.
- 11.7 LEVEL A:
- Within ten (10) days of receipt of a grievance, the Principal shall meet with the grievant and any other appropriate individuals as may be deemed necessary. Within ten (10) days following such meeting, the Principal shall give an answer in writing. If the grievance is not settled at this level, then it may be referred to LEVEL B within ten (10) days of the receipt of the answer given at this level.
- 11.8 LEVEL B:
- Within ten (10) days of a grievance being referred to this level, the Superintendent or his/her designee shall meet with the grievant and other appropriate individuals as may be deemed necessary, and examine the facts of the grievance. Within ten (10) days of such meeting, the Superintendent or his/her designee will give an answer in writing. If the grievance is not settled at this level, then it may be referred to LEVEL C within ten (10) days of receipt of the answer given at this level.
- 11.9 LEVEL C:
- Within ten (10) days of a grievance being referred to this level, the grievant, through the Association, will initiate a request for arbitration to the American Arbitration Association (AAA) at the Association's expense. The American Arbitration Association will submit a list of qualified arbitrators for selection by the parties in accordance with the rules and procedures described by it for making such designation. The Arbitrator will set a meeting with the Board, the Administration, the Grievant, and the Association to hear the Grievance. Copies of the Arbitrator's

written decision shall be sent to the Grievant, the Association, and the Board within thirty (30) days of the meeting. The decision of the arbitrator shall be advisory. The arbitrator shall have no power to alter the terms of this agreement. However, the arbitrator is empowered to include in a decision any remedies judged to be appropriate. Except as otherwise provided herein the Board and the Association shall share equally in the cost of arbitration under this Section 11.9.

11.10 LEVEL D:

Within ten (10) days of a grievance being referred to this level, the Board will meet with the grievant and hear the facts. Both the Association and the Administration shall provide the Board with all relevant materials. Within thirty (30) days of such meeting, the Board shall render its decision in writing.

11.11 Failure of the grievant to appeal to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the present level.

11.12 The parties agree that all parties covered by this contract shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any Grievance.

11.13 A grievance filed by the Association which is general in nature and which may affect more than one employee may be initiated at Level B.

## ARTICLE 12

### LEAVES OF ABSENCE

#### Sick Leave

##### 12.1

- a. After the first year of employment, teachers shall receive one (1) sick day leave per month cumulative to twelve (12) days per year, further cumulative to a maximum of ninety (90) days. An employee's sick leave will not be considered exhausted until it has exceeded twelve (12) days. Should an employee leave the employ of the District prior to earning twelve (12) days, the employee shall reimburse the District the difference between earned sick leave and paid sick leave. Sick leave is defined as work days as opposed to consecutive days. Employees are entitled to sick leave at full pay until their sick leave is exhausted. In every case, accumulated sick leave will not be deducted until the employee has exhausted the twelve (12) days they receive for a given year.
- b. Staff shall receive sick leave on the following schedule: full-time employees shall be eligible to receive twelve (12) days per year; regular and part-time employees shall be eligible to receive ten (10) days per year. Sick days will be cumulative to a total of ninety (90) days. Sick days shall be paid based on the number of hours scheduled and regularly worked on the day the absence occurs. Should an employee leave the employ of the District prior to earning the maximum amount they are eligible for, the employee shall reimburse the District the difference between earned sick leave and paid sick leave. Employees are entitled to sick leave at full pay until their sick leave is exhausted. In every case, accumulated sick leave will not be deducted until the employee has exhausted the current year's sick leave.

##### 12.2

Employees are entitled to sick leave at full pay until their accumulated sick leave is exhausted or until Long Term Disability payments begin on the 90th consecutive day, whichever occurs the latest.

##### 12.3

- a. During the first three (3) months of employment, however, a teacher shall be given credit for only four (4) days of sick leave. Should a teacher use more than these four (4) days of sick leave and resign before the end of the three month term, the Board shall recover the difference between the four (4) days granted and the number of days taken from the teacher's final paycheck.
- b. During the first three (3) months of employment, however, an employee shall be given credit for only four (4) days of sick leave. Should an employee resign before the end of the three month term, the Board shall recover the difference between the four (4) days granted and the number of days taken from the employee's final paycheck.

##### 12.4

The Board agrees to provide Short Term Disability / Long Term Disability coverage according to the policy in effect as of January 1, 1994 to full-time and regular teachers and support staff who work thirty (30) or more hours per week. (A copy of the current policy shall be attached as Appendix E for information purposes.) The level of, access to, and eligibility for short term disability/long term disability benefits shall not be reduced without the prior consent of the Association.

## Personal Leave

12.5

a. Teachers:

Three (3) days per year (non-cumulative) may be taken for personal business without a reason given to the Principal, if the Principal receives notice forty-eight hours prior to the leave. The Principal has the authority to waive the notice if the notice, in the Principal's judgment, could not have been given in the time required.

b. Support Staff:

Two (2) days per year (non-cumulative) may be taken by support staff who work thirty (30) hours per week or more for personal business without a reason given to the Principal, if the Principal has notice forty-eight (48) hours prior to the leave. The Principal has the authority to waive the notice if the notice, in the Principal's judgment, could not have been given in the time required. In the 2010 – 2011 school year personal days available are three (3) per year (non-cumulative).

## Bereavement Leave

12.6

Up to four (4) paid days per year per occurrence shall be granted to any employee in the event of a death of the employee's grandparent, parent, child, grandchild, sibling, spouse, or same relative of the employee's spouse, or member of the family household as bereavement leave. Additional days may be granted upon application to the Superintendent in the event of special circumstances.

## Child-Rearing Leave

12.7

In addition to the period of time which an employee is disabled as a result of the birth of a child, or upon the adoption of a child, upon written request to the Administration given at least sixty (60) days prior to the anticipated birth date, an employee shall be granted child-rearing leave without pay. As consideration for the extended time, an employee on said leave agrees to return on the first day of a school marking period ONLY, and provided further that the total leave shall not exceed sixteen (16) months. A further extended leave may be granted at the discretion of the Board. The employee shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the employee to give the notices and abide by the return dates set forth in this paragraph. The requirement that the date of return shall be the first day of the semester shall not apply if the requested leave does not extend beyond the end of a semester. During the time that a employee is on unpaid child-rearing leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the employee, and provided the employee shall not be eligible for paid leave.

12.8

Other personal leave for urgent and compelling reasons, paid or unpaid, may be granted on a case by case basis at the sole discretion of the Board, upon recommendation of the Principal.

## Sabbatical Leave

12.9 A sabbatical leave is granted at the discretion of the Board and is designed to encourage the improvement of instruction, supervision and administration in the District. A teacher may apply for a sabbatical leave during or after the seventh (7<sup>th</sup>) year of continuous service in the District. Under exceptional circumstances, the Board may waive the seven year requirement.

A teacher must present a detailed sabbatical leave proposal for approval by the Board upon recommendation of the Superintendent of Schools. This proposal must be submitted to the Superintendent prior to January 1 of the school year preceding the sabbatical leave.

Applicants will be notified of the decisions prior to May 1.

If a sabbatical is otherwise approvable, the Board will present the cost as part of the regular budget for which the Board will use good faith to secure funding; provided, in the event of economic hardship, the Board, by separate vote, may deny the sabbatical for the current year.

Sabbatical leaves will be available only for full year study or research programs which offer potential benefit both to the individual teacher and the school system.

Travel will not be approved except when necessary and incidental to a study program.

Only one teacher will be granted a leave during a year. In the event more than one teacher applies, preference will be given to the teacher who, as a result of his/her sabbatical, becomes certified in a critical shortage area.

The teacher will receive one-half (.5) his/her annual salary for the year he/she is on sabbatical. During the sabbatical, the teacher will receive credit on the salary schedule for 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, while on sabbatical leave.

While on sabbatical leave, the teacher will be ineligible to accumulate or draw upon sick leave. The teacher is expected to return to the Marlborough School District for a minimum of two (2) years following the fellowship year. If he/she terminates his/her employment before the end of the two (2) year period, he/she must repay the full amount of the sabbatical leave grant upon termination except in case of hardship in which case the teacher must repay within a five (5) year period the amount of the fellowship grant through signing a promissory note indicating the amount, method, and schedule of payment at the time leave is taken.

## ARTICLE 13

### COURSE REIMBURSEMENT

- 13.1 Teachers will be entitled to reimbursement upon enrollment in courses and/or workshops in accordance with the professional development policy of the Marlborough School District. Reimbursement for college courses will require a B or better grade or a "Pass" when the course is not graded.

Reimbursement will not exceed the amount charged for one four (4) credit course at Keene State College (in state tuition rate).

During the term of this agreement the above amounts will be reflected in a pool of money not to exceed \$7,000 each school year.

Funds are available on a first come, first serve basis. Any funds not used by May first (1st) will become available for additional reimbursement to any teacher, subject to the requirements above. Final transcripts must be received by June fifteenth (15th).

In the event that an employee who has received advance payment pursuant to this section fails to complete the course or fails to obtain a passing grade, all funds advanced to the employee shall be repaid to the District. In the event the person leaves the District, the Board is authorized to deduct any balance due to the District from the final paycheck of the employee.

- 13.2 The Board agrees to establish a course reimbursement fund for support staff in the amount of \$2200 for the 2007-2008 school year, \$2400 for the 2008-2009 school year, \$2600 for the 2009-2010 school year, and \$2800 for the 2010-2011 school year, upon the following conditions:
- a. Any proposed use of the program has to be pre-approved by the administration. The program has to relate to the person's job responsibilities.
  - b. Course reimbursement is for tuition and workshop costs only.
  - c. Funds will be allocated on a first-come, first-serve basis, provided that no employee will be entitled to more than \$800 per school year.

ARTICLE 14

RETIREMENT

14.1 Any teacher who has taught in the District for at least twenty (20) years and who has attained the age of fifty-five (55) shall be eligible to receive, in addition to his/her annual salary, an additional payment as set forth below for each of the last three (3) years of service. Written notification of intent to retire shall be made to the District. The written notification shall take place up to three years prior to the anticipated retirement date. The written notification shall be made by December 1 in order to start implementation for the following school year. (Written notification shall take place up to forty-three (43) months prior to the anticipated retirement date. Thus a teacher wishing to retire effective July 1, 2011 would provide written notice to the District on December 1, 2007 and receive annual payments according to the schedule below in 2008-09, 2009-10 and 2010-11.) A teacher may not claim this benefit for a previous year or years if he/she plans to retire in less than three (3) years. In the event the teacher decides not to retire, written notice must be made to the District and must be accompanied by a refund to the District of any additional payments received.

Schedule of Annual Payment

	2007-08	2008-09	2009-10	2010-11
20 years	\$2550	\$2600	\$2650	\$2700
21 years	\$2650	\$2700	\$2750	\$2800
22 years	\$2750	\$2800	\$2850	\$2900
23 years	\$2850	\$2900	\$2950	\$3000
24 years	\$2950	\$3000	\$3050	\$3100
25 years	\$3050	\$3100	\$3150	\$3200
26 years	\$3150	\$3200	\$3250	\$3300
27 years	\$3250	\$3300	\$3350	\$3400
28 years	\$3350	\$3400	\$3450	\$3500
29 years	\$3450	\$3500	\$3550	\$3600
30 years	\$3550	\$3600	\$3650	\$3700
31 years	\$3650	\$3700	\$3750	\$3800
32 years	\$3750	\$3800	\$3850	\$3900
33 years	\$3850	\$3900	\$3950	\$4000
34 years	\$3950	\$4000	\$4050	\$4100
35 years	\$4050	\$4100	\$4150	\$4200

ARTICLE 15

INSURANCES

Health Insurance

15.1 The Board agrees to pay the cost to provide health insurance from any carrier it determines. Benefits provided will be comparable to the POS and HMO plans offered at the beginning of this agreement. The Board will contribute a sum towards teachers' and full-time and regular support staff's health insurance coverage equal to:

89% of the POS costs 2007-08  
88% of the POS costs 2008-09  
87% of the POS costs 2009-10  
86% of the POS costs 2010-11

This amount may be applied by teachers and full-time and regular support staff towards a POS, or Matthew Thornton HMO insurance plan.

15.2 Teachers and full-time and regular support staff may select single, two (2) - person, or family coverage.

15.3 An employee must enroll as a member of one of the selections above in order to be eligible for benefits set forth herein.

15.4 The difference between the Board's maximum contribution set forth above and the actual cost to provide the coverage selected by an employee will be payroll deducted from the appropriate payroll periods by the Board.

15.5

- a. Support staff who work 1080-1199 annual hours per year shall be able to purchase health insurance at the group rate at their own expense each year of the agreement. Eligible employees shall be able to contribute premiums on a pre-tax basis through the District's Section 125 Plan in accordance with applicable IRS rules. In addition all employees will be able to contribute to either or both of the District's Section 125 Dependent Care Reimbursement Account or Healthcare Flexible Spending Accounts.
- b. In 2010-11 the Board will pay 25% of the single premium cost of the POS for support employees who work 1080-1199 annual hours per year. These employees shall be able to purchase additional coverage for two person and family at their own expense.

### Term Life Insurance

15.6 The Board agrees to provide term life insurance coverage for each teacher during each year of the contract as specified below.

\$50,000

15.7 The Board agrees to provide term life insurance coverage for each full-time and regular support staff during each year of the contract as specified below:

2007-08	\$35000
2008-09	\$35000
2009-10	\$35000
2010-11	\$35000

### Dental Insurance

15.8

The Board agrees to contribute up to 100% of the cost to provide single coverage or the maximum amount specified below, whichever is greater, toward the cost of Plan A/B/C, no deductible, \$1000 max of Northeast Delta Dental Insurance. Said amount may be applied to single, two person, or family coverage. The Board's maximum contribution will be as follows:

Teachers and Full-time and Regular Support Staff:

Effective July 1, 2007 --	\$600
Effective July 1, 2008 --	\$600
Effective July 1, 2009 --	\$650
Effective July 1, 2010 --	\$700

## ARTICLE 16

### NOTICE UNDER AGREEMENT

- 16.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the following:
- Marlborough School Board, Chairperson,  
c/o Superintendent of Schools  
Marlborough School District  
34 West Street  
Keene, N.H. 03431
- 16.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the following:
- Marlborough Education Association  
c/o (current president's name and address).
- 16.3 Either party, by written notice, may change the address at which future written notices shall be sent.

## ARTICLE 17

### FINAL RESOLUTION

- 17.1 This contract represents the final resolution of all matters between the parties and shall not be changed or altered unless the change or alterations have been agreed to and evidenced in writing by the parties hereto and made part of this agreement.

## ARTICLE 18

### DURATION OF AGREEMENT

- 18.1 This contract shall continue in full force and effect until twelve o'clock midnight, June 30, 2011 and from year-to-year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before September fifteenth (15th) of 2010.
- 18.2 This contract may be extended by written mutual agreement of the representatives of the Board and the Association.

APPENDIX A

2007-2008	BA	BA+30	MA	MA+30
<b>Step</b>				
<b>0</b>	<b>31,242</b>	<b>32,410</b>	<b>34,031</b>	<b>35,140</b>
<b>1</b>	<b>31,708</b>	<b>32,897</b>	<b>34,541</b>	<b>35,667</b>
<b>2</b>	<b>32,183</b>	<b>33,390</b>	<b>35,059</b>	<b>36,202</b>
<b>3</b>	<b>32,666</b>	<b>33,891</b>	<b>35,585</b>	<b>36,745</b>
<b>4</b>	<b>33,156</b>	<b>34,399</b>	<b>36,119</b>	<b>37,296</b>
<b>5</b>	<b>34,151</b>	<b>35,431</b>	<b>37,203</b>	<b>38,415</b>
<b>6</b>	<b>35,175</b>	<b>36,494</b>	<b>38,319</b>	<b>39,567</b>
<b>7</b>	<b>36,230</b>	<b>37,589</b>	<b>39,468</b>	<b>40,754</b>
<b>8</b>	<b>37,317</b>	<b>38,717</b>	<b>40,652</b>	<b>41,977</b>
<b>9</b>	<b>38,437</b>	<b>39,878</b>	<b>41,872</b>	<b>43,236</b>
<b>10</b>	<b>40,743</b>	<b>42,271</b>	<b>44,802</b>	<b>46,262</b>
<b>11</b>	<b>43,310</b>	<b>44,807</b>	<b>48,516</b>	<b>49,500</b>
<b>12</b>	<b>47,070</b>	<b>47,617</b>	<b>53,318</b>	<b>54,108</b>

In 2007-2008, employees who have completed 13 or more years in the profession will be paid a longevity stipend of \$2,800. Longevity stipends will be prorated for those FTE is less than 100%

2008-2009	BA	BA+30	MA	MA+30
<b>Step</b>				
<b>0</b>	<b>32,523</b>	<b>33,739</b>	<b>35,426</b>	<b>36,580</b>
<b>1</b>	<b>33,008</b>	<b>34,245</b>	<b>35,957</b>	<b>37,129</b>
<b>2</b>	<b>33,503</b>	<b>34,759</b>	<b>36,497</b>	<b>37,686</b>
<b>3</b>	<b>34,005</b>	<b>35,281</b>	<b>37,044</b>	<b>38,251</b>
<b>4</b>	<b>34,515</b>	<b>35,810</b>	<b>37,600</b>	<b>38,825</b>
<b>5</b>	<b>35,551</b>	<b>36,884</b>	<b>38,728</b>	<b>39,990</b>
<b>6</b>	<b>36,617</b>	<b>37,991</b>	<b>39,890</b>	<b>41,190</b>
<b>7</b>	<b>37,716</b>	<b>39,130</b>	<b>41,086</b>	<b>42,425</b>
<b>8</b>	<b>38,847</b>	<b>40,304</b>	<b>42,319</b>	<b>43,698</b>
<b>9</b>	<b>40,013</b>	<b>41,513</b>	<b>43,589</b>	<b>45,009</b>
<b>10</b>	<b>42,414</b>	<b>44,004</b>	<b>46,639</b>	<b>48,159</b>
<b>11</b>	<b>45,086</b>	<b>46,644</b>	<b>50,506</b>	<b>51,530</b>
<b>12</b>	<b>49,000</b>	<b>49,569</b>	<b>55,505</b>	<b>56,326</b>

In 2008-2009, employees who have completed 13 or more years in the profession will be paid a longevity stipend of \$2,800. Longevity stipends will be prorated for those FTE is less than 100%

<b>2009-2010</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>Step</b>				
<b>0</b>	<b>33,890</b>	<b>35,158</b>	<b>36,915</b>	<b>38,118</b>
<b>1</b>	<b>34,395</b>	<b>35,685</b>	<b>37,469</b>	<b>38,690</b>
<b>2</b>	<b>34,911</b>	<b>36,220</b>	<b>38,031</b>	<b>39,270</b>
<b>3</b>	<b>35,435</b>	<b>36,763</b>	<b>38,601</b>	<b>39,859</b>
<b>4</b>	<b>35,966</b>	<b>37,315</b>	<b>39,180</b>	<b>40,457</b>
<b>5</b>	<b>37,045</b>	<b>38,434</b>	<b>40,356</b>	<b>41,671</b>
<b>6</b>	<b>38,157</b>	<b>39,587</b>	<b>41,566</b>	<b>42,921</b>
<b>7</b>	<b>39,301</b>	<b>40,775</b>	<b>42,813</b>	<b>44,209</b>
<b>8</b>	<b>40,480</b>	<b>41,998</b>	<b>44,098</b>	<b>45,535</b>
<b>9</b>	<b>41,695</b>	<b>43,258</b>	<b>45,421</b>	<b>46,901</b>
<b>10</b>	<b>44,196</b>	<b>45,854</b>	<b>48,599</b>	<b>50,183</b>
<b>11</b>	<b>46,981</b>	<b>48,605</b>	<b>52,628</b>	<b>53,696</b>
<b>12</b>	<b>51,060</b>	<b>51,653</b>	<b>57,838</b>	<b>58,694</b>

In 2009-2010, employees who have completed 13 or more years in the profession will be paid a longevity stipend of \$2,800. Longevity stipends will be prorated for those FTE is less than 100%

<b>2010-2011</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>Step</b>				
<b>0</b>	<b>35,347</b>	<b>36,669</b>	<b>38,502</b>	<b>39,757</b>
<b>1</b>	<b>35,874</b>	<b>37,219</b>	<b>39,080</b>	<b>40,353</b>
<b>2</b>	<b>36,412</b>	<b>37,777</b>	<b>39,666</b>	<b>40,958</b>
<b>3</b>	<b>36,958</b>	<b>38,344</b>	<b>40,261</b>	<b>41,573</b>
<b>4</b>	<b>37,512</b>	<b>38,919</b>	<b>40,865</b>	<b>42,196</b>
<b>5</b>	<b>38,638</b>	<b>40,087</b>	<b>42,091</b>	<b>43,462</b>
<b>6</b>	<b>39,797</b>	<b>41,289</b>	<b>43,353</b>	<b>44,766</b>
<b>7</b>	<b>40,991</b>	<b>42,528</b>	<b>44,654</b>	<b>46,109</b>
<b>8</b>	<b>42,221</b>	<b>43,804</b>	<b>45,994</b>	<b>47,492</b>
<b>9</b>	<b>43,487</b>	<b>45,118</b>	<b>47,373</b>	<b>48,917</b>
<b>10</b>	<b>46,096</b>	<b>47,825</b>	<b>50,689</b>	<b>52,340</b>
<b>11</b>	<b>49,000</b>	<b>50,695</b>	<b>54,891</b>	<b>56,004</b>
<b>12</b>	<b>53,255</b>	<b>53,874</b>	<b>60,324</b>	<b>61,217</b>

In 2010-2011, employees who have completed 13 or more years in the profession will be paid a longevity stipend of \$2,800. Longevity stipends will be prorated for those FTE is less than 100%

APPENDIX B

**SUPPORT STAFF**

<b>2007-2008</b>		<b>INSTRUCTIONAL SUPPORT STAFF</b>	<b>NON INSTRUCTIONAL SUPPORT STAFF</b>
<b>STEP</b>			
<b>HR</b>		\$12.27	\$11.08
<b>1</b>		\$12.32	\$11.13
<b>2</b>		\$12.38	\$11.18
<b>3</b>		\$12.43	\$11.28
<b>4-10</b>		\$12.58	\$11.96
<b>11-13</b>		\$12.95	\$12.84

Food Service Manager  
and Head Custodian shall receive a stipend of \$1.75 per hour

<b>2008-2009</b>		<b>INSTRUCTIONAL SUPPORT STAFF</b>	<b>NON INSTRUCTIONAL SUPPORT STAFF</b>
<b>STEP</b>			
<b>HR</b>		\$12.77	\$11.53
<b>1</b>		\$12.83	\$11.59
<b>2</b>		\$12.89	\$11.64
<b>3</b>		\$12.94	\$11.74
<b>4-10</b>		\$13.10	\$12.45
<b>11-13</b>		\$13.48	\$13.37

Food Service Manager  
and Head Custodian shall receive a stipend of \$1.75 per hour

<b>2009-2010</b>	<b>INSTRUCTIONAL SUPPORT STAFF</b>	<b>NON INSTRUCTIONAL SUPPORT STAFF</b>
<b>STEP</b>		
<b>HR</b>	\$13.30	\$12.00
<b>1</b>	\$13.35	\$12.07
<b>2</b>	\$13.42	\$12.12
<b>3</b>	\$13.47	\$12.22
<b>4-10</b>	\$13.63	\$12.96
<b>11-13</b>	\$14.04	\$13.91

Food Service Manager  
and Head Custodian shall receive a stipend of \$1.75 per hour

<b>2010-2011</b>	<b>INSTRUCTIONAL SUPPORT STAFF</b>	<b>NON INSTRUCTIONAL SUPPORT STAFF</b>
<b>STEP</b>		
<b>HR</b>	\$13.87	\$12.52
<b>1</b>	\$13.97	\$12.59
<b>2</b>	\$14.00	\$12.64
<b>3</b>	\$14.05	\$12.75
<b>4-10</b>	\$14.22	\$13.52
<b>11-13</b>	\$14.64	\$14.51

Food Service Manager  
and Head Custodian shall receive a stipend of \$1.75 per hour

APPENDIX C

MARLBOROUGH SCHOOL DISTRICT  
GRIEVANCE REPORT FORM

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

To: \_\_\_\_\_ Complete in triplicate with copies to:  
(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



## APPENDIX D

The parties agree that, effective July 1, 1991, payroll deductions for health and dental insurance will be taken on a pre-tax basis in accordance with Internal Revenue Service guidelines.

The parties agree that any deductions made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.

## APPENDIX E

### DISABILITY INSURANCE

Disability is defined as the condition resulting from the sickness or injury of an employee which prevents such employee from doing each of the material duties of his or her regular occupation. Disability benefits as defined hereunder shall commence on the 10th consecutive day following the beginning of the absence of the employee, or upon the exhaustion of all accumulated sick leave, whichever date is last. Provided, however, that an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three months before the commencement of an employee's employment with the district and which liability commences during the first twelve (12) months of "employment" with the district. Provided, further, that an employee will not be entitled to disability benefits if the sickness or injury resulting in disability is caused or substantially caused as a result of other employment.

Disability benefits shall terminate on the second (2<sup>nd</sup>) anniversary of the beginning of the absence unless, at that date, the employee is totally disabled. An employee is totally disabled if the employee is then unable to perform each of the material duties of any occupation for which he or she is reasonably suited by training, education, or experience. Disability benefits will also terminate at an employee's death if the disability is caused by a non-work connected accident. Otherwise, disability benefits will also terminate on the June 30th following or being the 70th birthday of the employee.

Disability benefits shall be reduced by the full amount received by the disabled employee for the benefits paid to him or her under Worker's Compensation, Social Security, or the New Hampshire Retirement System.

An employee whose disability commences while he or she is on leave, including the normal school summer recess period, shall not be entitled to disability benefits until the expiration of such leave.

All entitlements to disability benefits which are the responsibility of a third party insurance carrier shall not be subject to the Grievance and Arbitration Procedure of this Agreement unless agreed to by the carrier. All determinations by the carrier shall be final and binding upon the employee, subject to the rights of the employee to appeal in any fashion the determination of the carrier.

A disabled employee receiving disability benefits hereunder acknowledges the District's right to be reimbursed by the insurance carrier for all amounts paid directly to the employee by the District and which are covered by the disability insurance policy maintained by the District.

Upon the request of the Administration, an employee claiming sick leave or disability benefits shall provide or cooperate to provide such evidence of sickness or disability as may be reasonably required by the District and/or its disability insurance carrier. Upon failure to so provide such evidence or failure to so cooperate, the employee's claim for sick leave or disability may be denied and all disability benefits paid by the District shall be returned by the employee.

### Short Term Disability Payments

Disability benefits for the period of the 10th consecutive day to the 89th consecutive day following the beginning of the absence shall be 60% of the employee's gross annual base salary divided by One hundred ninety-one (191) times five (5) per week. Payment shall be made to the employee according to the usual payroll schedule of the District. The maximum disability benefit during this period shall be \$5,000.00 per month.

### Long Term Disability Payments

Disability benefits for the 90th consecutive day following the beginning of the absence to the termination of entitlement to disability benefits shall also be 60% of the employee's gross annual base salary as determined at the commencement of the disability divided by twelve (12). Payment shall be made to the employee monthly during this period. The maximum benefit during this period shall be \$5,000.00 per month.

Provided nevertheless, that the benefits granted to teachers under this section dealing with long and short term disability shall be no less than those paid in any other district in SAU # 29.

**Signed copy available in the SAU 29 Human Resources Office.**