

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

July 1, 2020 – June 30, 2021

PREAMBLE

This Agreement entered into this _1st_ day of June, 2020 by and between the Marlow School Board, hereinafter referred to as the "Board," and the Marlow Education Association, affiliated with the New Hampshire Education Association and National Education Association, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Marlow School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of service; and,

WHEREAS, the members of the education profession are particularly qualified to assist the formulation of policies and programs designed to improve educational standards in an advisory capacity; and

WHEREAS, the Board, under the laws of the State of New Hampshire, has the responsibility to determine the policies of the Marlow School District; and,

WHEREAS, the Board has an obligation to bargain under the provisions of RSA 273-A; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; in consideration of the following mutual covenants, it is hereby agreed as follows:

PREAMBLE.....	i
TABLE OF CONTENTS.....	ii

Article I	Recognition	1
Article II	Unit of Certification	1
Article III	Teacher Rights	1
Article IV	Negotiation Procedures	2
Article V	Association Rights	3
Article VI	Evaluation and Personnel Files	4-5
Article VII	Consultation on Educational Programs	5
Article VIII	Employment Practices	6-8
Article IX	Compensation	9
Article X	Employee Discipline	10
Article XI	Grievance Procedure	11-12
Article XII	Leaves of Absence	13-15
Article XIII	Tuition Reimbursement and Staff Development	16-17
Article XIV	Resignation	17
Article XV	Insurances and Benefits	18-19
Article XVI	Miscellaneous Provisions	20
Article XVII	Notice Under Agreement	20
Article XVIII	Duration of Agreement	20

APPENDICES

Appendix A	Marlow Teacher Compensation 2020-21	21
Appendix B	Grievance Report Form	22-26
Appendix C	Marlow School District Contract of Employment	27

ARTICLE I

RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all employees of the Marlow School District as certified by the State of New Hampshire Public Employee Labor Relations Board, hereinafter referred to as the PELRB. The term "employee" shall include all employees in the bargaining unit as set forth by the New Hampshire Public Employee Labor Relations Board's Order of Certification.
- 1.2 Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employee shall include female employee.
- 1.3 Except as otherwise provided in this Agreement or otherwise agreed to between the parties or by law the determination of educational policy, the operation and management of the schools, and the control, supervision and direction of the staff, are vested exclusively in the Board.
- 1.4 The CBA and bargaining unit shall exclude the position of Teaching Principal.

ARTICLE II

UNIT OF CERTIFICATION

- 2.1 The Board agrees to negotiate with the Association utilizing the procedure defined in Article IV, so long as the Association is certified as the exclusive bargaining agent by the New Hampshire Public Employee Labor Relations Board.

ARTICLE III

TEACHER RIGHTS

- 3.1 The employer agrees that it will in no way discriminate against or between employees because of their race, religion, color, national origin, age, sex, sexual orientation, marital status, disability, or veteran status. The employer further agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association activities.
- 3.2 The private and personal life of any employee is not within the appropriate concern or attention of the employer, provided said activities do not directly involve the school and do not prevent the employee from carrying out his/her duties.

ARTICLE IV

NEGOTIATION PROCEDURES

- 4.1 On or about October first (1st) of the prior year in which this Agreement expires, 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 Agreement and shall, submit, no later than October fifteenth (15th) at a meeting with the Board, its proposals. The Board shall submit its counterproposal to the Association by November first (1st). The parties shall, thereafter, meet, confer and negotiate in a good faith effort to reach a mutual understanding and agreement. Time lines set forth in this section may be extended by mutual agreement.
- 4.2 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. Both Committees shall attempt to make a good faith effort to secure ratification.
- 4.3 The Board agrees to supply the Association with such non-confidential information as is in the Board's possession and is requested by the Association.
- 4.4 Any new or modified agreement reached shall be reduced to writing and signed by the Board and the Association. Any such 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.
- 4.5 If the additional public funds for implementing such agreement reached by both parties as set forth in Article IV, Sec. 4.4 are not approved at the Annual School District Meeting or at any specially called School District Meeting, the parties shall return to the negotiating table in accordance with RSA 273-A. This paragraph shall not apply to actions of District Meetings subsequent to the first District Meeting at which the first year of a multi-year Agreement was approved so long as the action taken at the first meeting was in accordance with the notice requirements set forth in the "Sanborn" decision. The Board agrees to submit the funding provisions of any multi-year Agreement to the voters in a way which complies with the "Sanborn" decision.
- 4.6 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, the provisions set forth in RSA 273-A:12 Resolution of Disputes shall establish such procedures in resolving disputes.
- 4.7 The cost for the services of the mediator and/or fact-finder including per diem expenses, if any, will be shared equally by the Board and the Association.
- 4.8 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.
- 4.9 The budget submission date for purposes of Article IV shall be February first (1st) unless otherwise determined by statute.
- 4.10 A copy of any agreement reached hereunder will be filed with the PELRB within fourteen (14) days of its execution.
- 4.11 The parties may by mutual agreement pass over mediation and go directly to fact-finding.

ARTICLE V

ASSOCIATION RIGHTS

- 5.1 The Association will have the right to use school buildings and equipment at reasonable times without cost for meetings. The Association shall, however, pay any additional cost incurred by the Board in granting this use.
- 5.2 Upon request, the Association will be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3 The Association will have the right to post notices on its activities and matters of employee concerns on employee bulletin boards provided for that purpose and may use in-school mail boxes to communicate with its members.
- 5.4 During the terms of this Agreement, the rights set forth in Article I shall not be granted to any other bargaining agent.
- 5.5 Rights granted to the Association under Article V shall not, in the judgment of the Board, be disruptive or injurious to the Marlow education system, its students, employees, 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.
- 5.6 Representative(s) of the Association shall be allowed to conduct Association business on school property provided that such business does not interfere with the scheduled instruction or supervisory duties of the District's employees. In any event, the representative shall follow building procedures regarding his/her presence in the building.
- 5.7 Upon notification by an employee the Board agrees to deduct from the salaries of its employees, union dues or service fees for the Marlow 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. New members/employees who elect to join the Association will complete an official membership form and forward a copy to the District payroll office.
- 5.8 The Association President or designee shall be granted up to four (4) days off per year with pay so that officers may attend official Association events such as the annual State Delegates Assembly and the National Representative Assembly or to conduct official Association business.

ARTICLE VI

EVALUATION AND PERSONNEL FILES

- 6.1 The Board recognizes that the education process is an extremely complex one and that the appraisal of this process is a difficult and technical function. Nevertheless, because it is universally accepted that good instruction is the most important element in sound educational programs, provision will be made to conduct appraisals of employees' performances.

Appraisal of service should serve three purposes:

- a. to raise the quality of instruction and educational service to the children of our community;
- b. to raise the standards of the education profession as a whole;
- c. to aid the individual employee to grow professionally.

Evaluation of employee performance must be a cooperative continuing process designed to improve the quality of instruction. All professional employees are involved in the evaluation process. The employee shares with those who work with him/her the responsibility for developing effective evaluation procedures and instruments and the responsibility for the development and maintenance of professional standards and attitudes regarding the evaluation process.

- 6.2 Each employee in the Marlow School District shall be made aware of the District's evaluation plan no later than October fifteenth (15th) of each school year. Supervisory personnel responsible for the evaluation of employees shall be qualified for that purpose.

- 6.3 No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her file unless the employee has been notified and has had an opportunity to review the material. Employees are under observation and evaluation by the Administration on a regular basis. Written evaluations done by the appropriate evaluator shall be conducted openly and with prior knowledge of the employee. The provisions of this Section 6.3 shall not apply to material of a confidential nature acquired by the Board when initially employing an employee.

- 6.4 The evaluator shall prepare and submit a written report and recommendations to the employee ideally within five (5) days of the observation. If the evaluator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms including ways in which the employee is to improve.

At least two (2) days prior to any formal observation, the evaluator shall communicate with the employee regarding the observation. Such communication may be by telephone, in person, or by e-mail. If by e-mail, the employee shall respond to confirm receipt of the e-mail by return e-mail. An employee may agree to waive the two (2) day time period.

The parties agree to use the standards, guidelines, core indicators and plan designations of the SAU 29 Professional Staff Performance Evaluation System as guidelines for developing evaluation plans for Marlow.

- 6.5 The employee will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer.

- 6.6 The evaluator shall hold a post-observation conference with the employee for the purpose of clarifying the written report and recommendations. Such a conference shall be held within a reasonable time period of the submission of the written report to the employee but ideally within ten (10) school days except by mutual agreement.

- 6.7 An employee will have the right, upon request, to review the contents of his/her personnel file, during regular office hours and to make copies of such at his/her expense. Requests should be made to the Director of Human Resources.
- 6.8 The parties recognize and agree that, subject to the provisions of Article VI, evaluation is a supervisory function and the responsibility of the Board or its designees.
- 6.9 Any complaint against an employee or person for whom the employee is administratively responsible by any parent, student, or other person will be promptly called to the attention of the employee who may be provided with an opportunity to meet that person in an effort to resolve the matter. Complaints shall not be incorporated into the employee's evaluation of their personnel file unless the employee has been informed and the complaint has been investigated and a notation of the investigation made.
- 6.10 Material detrimental to an employee shall be removed from his/her personnel file after a period of five (5) years, provided that such material is not deemed by the Superintendent to provide third party liability to the District. The Superintendent shall not make these decisions arbitrarily. Material will be removed when there has been no similar incident or incidents within five years. It shall be the most recent incident in any incidents of a similar nature from which the date of removal is calculated. Notwithstanding anything herein to the contrary, any material in an employee's file in relation to discipline arising out of charges of misconduct involving students or co-workers is excluded from the purge.

ARTICLE VII

CONSULTATION ON EDUCATIONAL PROGRAMS

- 7.1 The Board desires the participation of its professional educational personnel in the development of sound educational programs for the school children of the District. In connection with making major changes in educational programs the Superintendent shall notify the President of the Association and shall consult with the Association's President (or his/her designee), if requested to do so. The President of the Association may submit to the Board through the Superintendent any recommendations for major changes in the educational programs. The Board shall give due consideration to such recommendations of the Association. Action by the Board under Article VII shall not be subject to the Grievance Procedures of this Agreement.

ARTICLE VIII

EMPLOYMENT PRACTICES

- 8.1 The Board agrees to employ in professional positions only those persons who hold at least a bachelor's degree from an accredited college or university and are certifiable by the New Hampshire State Department of Education or employees who hold the appropriate credentials for positions requiring a license. This provision shall not apply in the instance where the availability of personnel is critical and an appropriate waiver is granted by the New Hampshire State Department of Education.
- 8.2 Employees shall not be assigned outside the scope of their certification, major or minor field of study, or licenses, except temporarily and for good cause.
- 8.3 For purposes of this Agreement, the period of service shall not be more than one hundred ninety (190) days in any one fiscal year as set forth in an individual notice of employment (see Appendix E attached hereto) to be allocated as follows:

Annual	
Regular School Days	180
Preparation for School Opening	2
Parent-Teacher Conference	1
Employee In-Service	6
School Closing	1
Total	190

The teaching days above shall consist of the instructional day, pre-instructional day, and post-instructional day. The teaching day schedule shall be set by the School Board after meeting and conferring with the Association each year by July 15. The School Board has the sole discretion to set the start time of the teaching day so long as they seek input from the Association. The instructional day shall be 6.5 hours in accordance with 8.5-b.

- 8.4 Employees employed by the District will be given an individual contract each year of their employment which shall set forth their assignment and annual salary. The contract shall require that employees certify they hold a valid New Hampshire certificate, license, or permit. The Board agrees to pay for the State mandated recertification fees. The individual contract shall be subject to and consistent with the terms and conditions of this Agreement.
- 8.5
 - 1. The Board expects all full-time professional employees to work forty (40) hours per week. The Board understands that this work includes instruction, parent-teacher conferences, preparation, grading, and monitoring students before and after school. The Board understands that certain tasks shall not be always done during the week or within the building, but may include work done at home or another site during the forty hours. Full-time employees shall normally attend Open House, Winter Program, and Spring Program. The sixth grade teacher shall normally be expected to attend graduation and may be asked to work an overnight field trip. Employees may participate in all other school activities on a voluntary basis.
 - b. Employees who are not assigned duties before the start of the school day shall normally be required to report to work thirty (30) minutes prior to the start of the instructional day and shall remain at school for at least thirty (30) minutes after the end of the instructional day. The instructional day shall be six and one-half (6.5) hours in length. The parties agree that the instructional day shall not be

increased beyond the six and one-half (6.5) hours set forth in the collective bargaining agreement but recognize the authority of the School Board to structure the day to maximize the quality of education and the individual instruction for the students of the Marlow School District subject to the terms of the collective bargaining agreement and statutory obligations.

- c. On days when faculty meetings or administrator conferences are scheduled, the work day shall end no later than 4:30 p.m. There shall be twenty-four (24) hours' notice given for faculty meetings and conferences.
- d. Parents are encouraged to schedule parent-teacher conferences in accordance with the procedures set forth in the student handbook. Conferences shall be set for mutually convenient times and places, but in no event shall such conferences extend the work day beyond 6:00 p.m. All conferences shall be scheduled at least forty-eight (48) hours in advance. Employees are not required to schedule late conferences on Fridays nor are employees required to have late conferences with any set of parents more than four (4) times in a school year.
- e. Meetings with students shall end no later than 4:30 p.m. No such meetings will take place unless there is at least one other employee of the District present in the building.
- f. Part-time employees are expected to carry out their assignments, including meetings, as are full-time employees. The Board recognizes that their availability to schedule meetings after their regular duties may be different than that of full-time employees due to their different hours of work.

8.6 The Board will provide a duty-free lunch of a minimum of thirty (30) minutes. If working part-time this applies to days when working more than 4 hours only.

8.7 Employees will be notified of their employment status and assignments prior to April fifteenth (15th) of the preceding school year.

8.8 Employees who expect to complete academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent no later than December first (1st) of the prior year for which salary is to be paid. Time requirements specified in this Section 8.8 may be extended by mutual agreement or waived by the Board.

8.9 The Board agrees to submit to the Association for its consideration, suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. The Board reserves the right to establish the school calendar year and to make appropriate changes at any time.

8.10 A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

8.11 During the school year vacancies shall be sent via email to the Association President and may also be posted on a designated bulletin board. Vacancies shall be posted at least ten (10) work days prior to being filled except in cases of emergency.

8.12

- a. In the event that an employee's request for transfer is denied, he/she shall be provided with the specific reasons for denial in writing. The employee has the option to request that he/she be given the opportunity to discuss denial with the Superintendent.

- b. An employee has the right to apply to transfer to any vacancy, provided he/she is appropriately certified or licensed.
- 8.13 At the request of the Association, by September thirtieth (30th) of each year, the District 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 date of hire with the School District. All employees shall be ranked on the list in order of their date of hire as above defined. In the circumstance of more than one (1) individual having the same date of hire, all individuals so affected will participate in a drawing to determine placement on the Seniority List for that year. The drawing will take place on or before September thirtieth (30th).
- 8.14 The Seniority List shall be prepared by the District and verified by the Association. Said list shall be posted in all buildings of the District by October fifteenth (15th) of each school year. Revisions and updates of the Seniority List shall be published and posted as they are made. A copy of the Seniority List and subsequent revisions shall be forwarded to the Association.
- 8.15 All seniority excepting as provided below is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to lay-off (RIF). In cases of lay-off, employees so affected shall retain all seniority accumulated as of the effective date of lay-off.
- 8.16 Seniority shall not accrue while an employee is on an unpaid leave of absence. Seniority shall accrue while utilizing accrued sick leave and in all situations where mandated by state and federal law.
- 8.17 The District agrees to continue to provide preparation time for certified staff who work a full instructional week when students are receiving instruction from "specials teachers" or other certified staff, or when students are absent from class while involved in other supervised activities, or when students are not scheduled to be in school. The District shall attempt to secure substitutes when the "specials teachers" are absent. Both parties recognize that it is not always possible to do so and agree the staff shall continue to be flexible in helping the District to meet its needs when substitutes are not able to be secured. The District will continue to distribute preparation time in an equitable manner.

ARTICLE IX

COMPENSATION

- 9.1 The Salary Schedule and its application are set forth in Appendix A. Employees who are contracted (employed) after July first (1st) of any year shall receive a salary pro-rated in each year of the contract in accordance with Article VIII, Section 8.3, of the appropriate salary step for the number of designated days of employment between the first Staff Orientation Day of any year and June thirtieth (30) of the next succeeding year.
- 9.2 Any employee who works one half-time or less shall have his/her salary pro-rated at the appropriate step for years of experience and educational attainment times the proportion of hours worked.
- 9.3
- a. Employees new to the District shall be placed on the step of the salary schedule equal to their years of experience and educational attainment.
 - b. The Board shall develop standards for placement of employees on the salary schedule.
- 9.4 Employees who have worked in the District for ten (10) or more years shall receive an annual longevity stipend equal to \$2,500. Employees working less than 100% shall have the amount proportionally prorated using the percentage they are employed. Example: An eligible employee signing a 50% contract shall receive \$1,250.
- 9.5 The Board will provide \$6,000 per year for the purposes of student loan repayment to be used for teachers. Teachers may access the money for a maximum of 10 academic years regardless of step or experience. All applicants for student loan repayment must be filed with the Human Resources Office on an official request form, between July first (1st) of the applicable fiscal year and November first (1st). Requests received later than November first (1st) will not be considered.

The \$6,000 fund will be divided on a prorated basis among all eligible applicants. Employees who work 80% and greater shall be eligible. Individual teachers shall be eligible to receive no more than \$3,000 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 employee. In order to receive this contribution, the employee shall provide proof of their loan(s), including verification of the monthly payment amount(s) and a year-end summary of the repayment activity from the institution(s).

ARTICLE X

EMPLOYEE DISCIPLINE

- 10.1 No employee shall be disciplined, including warnings, reprimands, discharge, non-renewal or other adverse personnel actions, without just cause. Any such discipline, including adverse evaluation of performance shall be subject to the Grievance Procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee.
- 10.2 An employee shall be entitled to have present a representative of the Association during any meeting which may lead to disciplinary action. When a request for representation is made no action shall be taken with respect to the employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised of the right to representation under this provision of the Agreement. Representation will be obtained within seven (7) working days except during December, winter, spring and summer vacations when it shall be seven (7) calendar days. Extensions may be granted by mutual agreement.
- 10.3 If discharge or non-renewal of an employee is to be considered because of inadequacies observed in the employee's professional work performance, such action must minimally be preceded by:
- a. Repeat observation of the inadequacies by more than one administrator through the employee evaluation process.
 - b. Clear direction that the employee must improve and the consequences of failure to do so.
 - c. Appropriate assistance from administrators and School District resources to help the employee improve.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 Definition

"Grievance" means any alleged violation, misinterpretation or misapplication with respect to one or more public employees, the Association, or any provision of this Agreement. An "aggrieved-employee" is the person or persons making the claim. All the time limits specified in Article XI shall mean calendar days, except under Section 11.6 of Article XI.

11.2 Purpose

The parties acknowledge that it is most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Parties also acknowledge that open communication be maintained at all appropriate grievance levels as evidenced by the grievance process forms set forth in Appendix D. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix D attached hereto) and referred to the following formal grievance procedure.

11.3 Formal Procedure

The grievance shall state the specific 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. A formal grievance must be filed within forty-five (45) calendar days of the event giving rise to the grievance or within forty-five (45) calendar days of when the employee was made aware of the event.

LEVEL A

Within fifteen (15) calendar days of receipt of a formal grievance, the Assistant Superintendent will meet with the aggrieved employee. Within two (2) days following any such meeting, the supervisor shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within fifteen (15) calendar days of the receipt of an answer given at this level.

LEVEL B

Within fifteen (15) calendar days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within fifteen (15) calendar days of any such meeting. If the grievance is not settled at this level, then within fifteen (15) calendar days from receipt of the answer rendered at this level, the grievance may be referred to Level C.

LEVEL C

If the grievance remains unsettled, then the grievance may be referred to the School Board. Within twenty (20) calendar days of a grievance being referred to the School Board, the School Board Chairperson will schedule a meeting with the participants of Level B and examine the facts of the grievance. The Board shall give its answer within fifteen (15) calendar days of any such meeting.

LEVEL D

If the grievance remains unsettled, the Association may refer the grievance to arbitration. If the grievance is referred by the Association to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service.

The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority other than to interpret and apply the provisions of this Agreement and he/she shall have no power to add or subtract from, alter or modify any of the said provisions. The decision of the arbitrator shall be advisory on both parties. The parties agree to share equally in the compensation and related expenses of the arbitrator.

- 11.4 Time periods specified in this procedure may be extended by mutual agreement.
- 11.5 Grievance(s) of a general nature shall be submitted by the Association to Level B.
- 11.6 In the event a grievance is filed on or after June first (1st), the parties agree to make good effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- 11.7 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to appeal a grievance to the next level except at the Board level. Failure at any level of the procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 11.8 Subject to the provisions of RSA 273 A:11, 1 (A), an employee shall be given the right, upon notice to the appropriate supervisor, to have an Association representative present with respect to a grievance.
- 11.9 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievance(s).
- 11.10 Grievance(s) shall not be made part of an employee's personnel file or used in making employment references.

ARTICLE XII

LEAVES OF ABSENCE

- 12.1 It is agreed that the use of leave days will be confined to the legitimate purposes provided in the following schedule, and that paid leave benefits will not be used for any unauthorized absence. For each day of unauthorized absence, an employee shall lose an entire day's pay figured at 1/190th of their salary.
- 12.2 Paid Leaves: The Board agrees to provide employees working 80% and greater Paid Leave as outlined below.
- a. Sick Leave
 - 1. Sick leave shall be confined to a medical condition of the employee or a member of his/her immediate family (defined as a spouse, child, parent, sibling, grandparent, grandchild, parents of spouse, or any person permanently residing in the household), excluding work connected disability covered by New Hampshire Worker's Compensation Law. The Superintendent may request that the employee provide evidence of a medical condition from his/her physician after an absence of more than five (5) consecutive work days or where, in the opinion of the Superintendent, there is a pattern which may indicate possible abuse of sick leave. Should the Board require further evidence of a medical condition, it may, at the Board's expense, require the employee to be examined by the Board's physician.
 - 2. After the first year of employment, teachers shall receive one (1) day sick leave per month cumulative to twelve (12) days per year, further cumulative to a maximum of one hundred and fifty (150) days. However, during the first year of this Agreement or during the first year of employment, an employee's sick leave will not be considered exhausted until it has exceeded twelve (12) days. Should an employee resign from the District prior to earning the 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 accumulated 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 the given year.
 - b. Personal Leave

The Board will grant up to three (3) days paid personal leave per year to each employee for conducting important affairs which cannot be accomplished at another time and important Holy days. Written notification shall (except in emergencies) be presented to the Principal or other supervisor at least forty-eight (48) hours prior to any such leave. One (1) additional personal day will be granted to accommodate a recognized religious holiday if the other three (3) personal days have been used for recognized religious holidays.

The Board agrees to pay employees an amount of \$100 per unused personal leave day remaining at the end of each school year.
 - c. Workers' Compensation

An employee who is absent due to a work-related illness or accident (Workers'

Compensation) may, at his/her request, receive his/her regular salary rate until such time as he/she has proportionally used any or all of his/her sick leave provided he/she has endorsed his/her Workers' Compensation check over to the District. After the expiration of sick leave, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workers' Compensation Law of New Hampshire. Amounts paid by the Board under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, etc.).

12.3 Unpaid Leaves

1. For employees working less than 80% the board shall allow for unpaid sick leave as approved by the principal. Employees receiving unpaid sick leave shall work with the principal to make up work with an emphasis on replacing any time effecting student contact time. Equivalent time shall be made up within the pay-period in which the absence occurred unless it is deemed unfeasible by the principal. In which case it shall be made up within 20 calendar days. If the employee does not make up the missed time within the specified time limit then the approved unpaid sick leave shall be deducted from the employee's paycheck. The principal shall keep a written record of all absences approved absences and make up time.
2. The Board recognizes that the personal welfare and the professional growth of its employees may require occasional extended absences from duty. The Board is also cognizant that adequate provision for leaves of absence is a recognized, desirable personnel practice that is beneficial to the system as well as its employees.

Therefore, in the overall interest of the school system and the general welfare of its employees, employees may be granted leaves of absences for one (1) year or less for childrearing, illness, professional study, military service, and approved special assignments at the sole discretion of the Board. Such leave will be without pay. Employees on approved unpaid leave may opt to continue their health and/or dental insurance through COBRA.

Staff members granted a year's leave of absence without pay will return to duty at a rate of pay equal to the rate of pay that would have been appropriate for their next year of employment and shall not receive salary placement credit for the leave taken without pay. While assurance cannot be given that they will return to the identical assignment, the assignment given to them will be comparable and one for which they are certifiable. Upon their return, employees granted extended leave will be credited with the unused sick leave they have previously accumulated.

The granting of an extended leave of absence to any employee will require Board action.

12.4 Temporary Leaves-Paid

- a. Employees requiring by official orders to attend National Guard Duty or other military reserve duty, during the contract year and for a period not to exceed fourteen (14) contract days, shall receive pay for such period equal to their regular pay. Extended time requirements under this section may be granted by the School Board after application, in advance, to the Superintendent.
- b. After the Superintendent has been notified, a maximum of five (5) days per year, non-cumulative, will be granted because of death in the immediate family. Immediate family for purpose of this section shall mean: parents, step or foster

parents, spouse, children, step or foster children, siblings, grandparents, in-laws, and any person permanently residing in the employee's household.

- c. If it is necessary for any employee of the Marlow School District to serve as a juror or a witness, he/she shall continue to receive his/her regular salary for the duration of the legal obligation provided he/she endorses any payment received over to the District.

12.5 Temporary leave for all other reasons, paid or unpaid, shall be granted at the discretion of the Board. A leave granted under this Section shall be in compliance with Section 12.3 of Article XII. Requests for leaves of absence shall not be denied arbitrarily and the employee shall be provided with the reason(s) for a denial.

12.6 The Board agrees to provide employees working 80% and greater short-term disability/long-term disability for its teachers as outlined. Short-term and Long-term 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 tenth (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 or 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.

Short Term Disability Payments

Disability benefits for the period of the tenth (10th) consecutive day to the 89th consecutive day following the beginning of the absence shall be at 60% of the employee's hourly rate of pay. 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 ninetieth (90th) consecutive day following the beginning of the absence to the termination of entitlement to disability benefits shall also be at 60% of the employee's pre-disability earnings as determined at the commencement of the disability. Payment shall be made to the employee monthly during this period by the insurance carrier. The maximum benefit during this period shall be \$5,000.00 per month.

ARTICLE XIII

TUITION REIMBURSEMENT & STAFF DEVELOPMENT

- 13.1 The Board recognizes the value of professional growth. The Board will, therefore, provide funding for professional growth in accordance with the following:
- a. Tuition Reimbursement
 1. Each employee who works half-time (at least 50%) or more shall be eligible for reimbursement for one (1) college level course per year. Reimbursement for the course shall not include late fees, registration fees, textbooks, and materials.
 3. Employees shall receive reimbursement for course work which meets at least one of the following criteria:
 - a. Knowledge of subject(s) of Field of Specialization(s);
 - b. Professional Skills;
 - c. Knowledge of Learners and Learning;
 - d. Knowledge of the School's Role, Organization; and
 - e. Exploratory or Innovative Activities which are appropriate under the SAU 29 Staff Development Master Plan.
 4. In order to receive reimbursement the employee must:
 - a. Demonstrate the value of the course to the satisfaction of his/her supervisor prior to taking the course;
 - b. Submit proof of enrollment in and payment for the course prior to May fifteenth (15th) of the school year;
 - c. Earn a grade of "C" or better (or Pass in a Pass/ Fail course).
 4. For courses of one semester or less in duration, the employee must submit their grade reports within a maximum of six (6) months from the start of the course. If the course is longer than one semester, the employee must submit documentation of continued enrollment in the course to the Business Office. Documentation must be provided within one month of the course midpoint.
 5. Courses may be applied towards recertification in an employee's subject area(s) as set forth in the Staff Development Master Plan.
 6. If the employee fails to comply with the above conditions the tuition reimbursement must be repaid in full. Repayment will be deducted in equal installments from the employee's remaining paychecks for recipients still in the employ of the District.
 7. If all funds allocated for tuition reimbursement are not expended during the year they shall not be carried over into the next year.

b. Staff Development - non credit

1. Staff Development shall include workshops, seminars, conventions and the like.
2. Staff Development shall be funded at an amount not less than \$600 annually, per employee working 80% FTE or greater per year. Staff Development for employees working less than 80% FTE shall be funded in an amount not less than \$250 per year.
3. Compensation, which shall be separate from tuition reimbursement, shall be administered by the Superintendent in accordance with the guidelines in the SAU 29 Staff Development Master Plan.

ARTICLE XIV

RESIGNATION

- 14.1 Except in case of emergency, employees shall be expected to provide thirty (30) days' notice of their intent to resign to the School Board. Within five (5) days from receiving the notice of intent to resign, the Superintendent, in collaboration with the School Board, and employee shall meet to determine an effective date that is mutually agreeable. The effective date of termination shall be binding on both parties and so stated in writing, and signed by both parties.

Emergency for the purpose for this Section is intended to include a physical or emotional crisis which renders the employee unable to give full thirty (30) days' notice.

ARTICLE XV

INSURANCE AND BENEFITS

15.1

- a. The Board agrees to offer 80%-100% employees the AB20 or its equivalent health insurance plan. The District may offer additional plans at its discretion. The Board agrees to contribute up to the percentages listed below for the AB20 plan and chosen plans that are less costly. The contribution of the AB20 will serve as the maximum cost. If plans are selected that cost more than the AB20 then the cost to the District shall not exceed that of the AB20 contribution.

PLAN	2020-2021
Single	90%
2-Person	90%
Family	90%

Employees eligible for District health insurance electing not to join one of the health plans for the entire membership year, and secures substitute group health insurance coverage through other sources, and supplies the District with proof of the aforementioned coverage shall be eligible to receive a payment upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given. The payment shall be \$6,500.

- b. Health insurance offered by the District seeks to comply with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty, fine, or tax other material adverse financial impact to the District. Accordingly:

The District may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the affordability requirements set forth in §1401 the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended.

The District and Association seek to avoid the imposition of an excise tax on high cost employer-sponsored health coverage under 26 U.S. C. § 4980 (the "Cadillac Tax"). If the Board determines that a plan offered will result in the imposition of such tax, it shall notify the Association and the parties shall reopen negotiations for the sole purpose of identifying a substitute plan. The substitute plan will seek to maintain the benefits of the original plan, but both parties recognize that the plan may be diminished for the purpose to avoid the tax. If the parties are unable to agree on a substitute, the Association and the District shall share the costs of the excise penalty equally.

- c. The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth herein including the right to self-insure; however, the Board shall not have the right to diminish any of the benefits provided herein.

- d. The Board agrees to offer 80%-100% employees a dental plan with \$0 deductible and \$1,000 maximum coverage per person during the term of this agreement. The Board agrees to contribute up to the percent amounts specified below as its contribution to the benefits set forth as follows:

<u>2020-2021</u>	
Single	100%
Two Person	85%
Family	85%

- e. The District will provide each employee with a 1.5 times salary term life insurance policy.
- 15.2 The Board agrees to offer 80%-100% employees a Section 125 Medical Spending Account, with a \$200 minimum and a \$2,500 maximum and a Dependent Care Spending Account with a \$200 minimum and a \$5,000 maximum at District expense for all employees. The Board reserves the right to limit contributions to Flexible Spending Accounts as necessary to avoid “Cadillac Tax” under ACA.
- 15.3 Employees working 80% and greater shall be eligible to receive a retirement supplement equal to \$5,500 added to their salary in the year preceding the date of retirement, a maximum of one (1) employee per year will be awarded the supplement, provided they meet the following criteria:
- a. Attain age fifty-five (55) by the year of retirement.
 - b. Have at least fifteen (15) years of service with the Marlow School District.
 - c. Provide written notice of intent to retire, accompanying a letter of resignation, by December first (1st) of the year previous to the year in which the retirement payment is due. (Example: Retiring June thirtieth (30th), 2019, you are required to notify the District before December first (1st), 2017.)

Retirement stipend will be awarded on a first-to-notify basis. The District will consider notification when the Human Resources Office is in receipt of both the written notice of intent to retire and written resignation.

The retirement supplement shall be paid on or before June thirtieth (30th) of the year in which the retirement is taken.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- 16.1 If any provision 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.
- 16.2 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is ratified at a School District meeting and presented to all persons now employed, hereafter employed, or considered for employment by the Board.
- 16.3 Payroll deductions for additional insurance, and/or cost differences between the Board contribution and the actual cost to provide any such benefit, annuities, or Credit Union payments shall be afforded each employee with reasonable notification to the District.

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 Superintendent of Schools, Marlow School Board, 193 Maple Avenue, Keene, NH 03431.
- 17.2 Whenever written notice to the Marlow Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Marlow Education Association at his/her then current address. It shall be the responsibility of the Association to notify the Superintendent when there has been a change in Presidents, or whenever there is a change in the address of the President.

ARTICLE XVIII

DURATION OF AGREEMENT

- 18.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June thirtieth (30th), 2020, and from year to year until the parties have reached agreement on a successor agreement.

APPENDIX A

Marlow Teacher Compensation 2020-2021

	BA	B+15	Master	M+15
0	41,300	41,800	42,800	43,800
1	42,050	42,550	43,550	44,550
2	42,800	43,300	44,300	45,300
3	43,550	44,050	45,050	46,050
4	44,300	44,800	45,800	46,800
5	45,050	45,550	46,550	47,550
6	45,800	46,300	47,300	48,300
7	46,550	47,050	48,050	49,050
8	47,300	47,800	48,800	49,800
9	48,050	48,550	49,550	50,550
10	48,800	49,300	50,300	51,300
11	49,550	50,050	51,050	52,050
12	50,300	50,800	51,800	52,800
13	51,050	51,550	52,550	53,550
14	51,800	52,300	53,300	54,300
15	54,500	55,000	56,000	57,000
20	56,400	56,900	57,900	58,900
25	57,500	58,000	59,000	60,000

Employees who have worked in the District for ten (10) or more years shall receive an annual longevity stipend equal to \$2,500 which shall be added to their base salary.

Employees new to the District shall be placed on a step equal to their years of experience and educational attainment.

Lead Teacher Stipend: A \$4,500 stipend may be awarded to one teacher. Duties include willingness to mentor up to one (1) new teacher a year, lead a teacher workshop and act as an instructional leader within the school. No additional days are required. Building administrator identifies teacher if he/she feels one is qualified and Board awards stipend within the regular contract timeframe to be paid along with regular base salary.

Employees who agree to work an approved overnight field trip shall be paid a stipend equal to \$200 per overnight.

APPENDIX B
GRIEVANCE FORM

Name of Grievant(s): _____

Date of Filing: _____

Home Address: _____

Home Telephone Number: _____

Position Held: _____

Name of School and School Address: _____

Principal/Supervisor: _____ School Phone: _____

Grievance Representative: _____

PROVISION(S) OF MASTER CONTRACT, SCHOOL POLICY, OR PRACTICE
ALLEGEDLY VIOLATED:

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Signature of Complainant

Note: Keep one (1) copy of this form and send a copy to:

1. Principal
2. Grievant's Representative
3. Superintendent

GRIEVANCE ADJUSTMENT LEVEL A
DECISION OF ASSISTANT SUPERINTENDENT

TYPE OR PRINT

Grievant(s): _____ Date of Formal Grievance Presentation: _____

School: _____ Principal: _____

DECISION OF THE IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision

Signature of Immediate Supervisor

AGGRIEVED PERSON'S RESPONSE:

____ I accept the above decision OR
____ I hereby refer the above decision to Level B

Date of Response

Signature of Complainant

NOTE: Keep one (1) copy of this form and send copy to
1. Aggrieved teacher
2. Grievant's Representative
3. Superintendent

GRIEVANCE ADJUSTMENT LEVEL B

DECISION OF SUPERINTENDENT

TYPE OR PRINT

Grievant(s)

Date of Formal Grievance Presentation:

School:

Principal:

DECISION OF THE SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision

Signature of Superintendent

AGGRIEVED PERSON'S RESPONSE:

____ I accept the above decision

____ I hereby refer the above decision to the Level C, the School Board

Date of Response

Signature of Grievant:

NOTE: Keep one (1) copy of this form and send copy to:

1. Grievant(s)
2. Grievant's Representative
3. Principal
4. School Board

GRIEVANCE ADJUSTMENT LEVEL C

DECISION OF SCHOOL BOARD

TYPE OR PRINT

Grievant(s): _____ Date of Formal Grievance Presentation: _____

School: _____ Principal: _____

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

Date of Decision

Signature of School Board Chairman

Type or Print

Aggrieved Person(s) Response:

_____ I/We accept the decision of the School Board

_____ The decision is not accepted and the Board is notified of the Association's intent to proceed to Level D.

Date of Response

Signature of Grievant

NOTE: Keep one (1) copy of this form and send copy to:

1. Grievant(s)
2. Grievant's Representative
3. Principal
4. Superintendent

GRIEVANCE ADJUSTMENT LEVEL D

DECISION OF ARBITRATOR

TYPE OR PRINT

Grievant(s): _____ Date of Formal Grievance Presentation: _____

School: _____ Principal: _____

DECISION OF THE ARBITRATOR AND REASONS THEREFORE:

Date of Decision

Signature of Arbitrator

NOTE: Keep one (1) copy of this form and send copy to:

1. Grievant(s)
2. Grievant's Representative
3. Principal
4. Superintendent

APPENDIX C

**MARLOW SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT**

THIS AGREEMENT MADE THIS ___TH DAY OF _____ 20__ BY AND BETWEEN THE MARLOW SCHOOL DISTRICT HEREINAFTER CALLED DISTRICT, AND _____ HEREINAFTER CALLED TEACHER.

WITNESS

1. DISTRICT WILL EMPLOY TEACHER AS TEACHER FROM AUGUST ___ 20__ TO JUNE 30, 20__ AT A SALARY OF \$_____ TO BE PAID IN SUCH INSTALLMENTS AS THE DISTRICT MAY DETERMINE IN ITS RULES AND REGULATIONS OR AS MAY BE PROVIDED IN AN AGREEMENT BETWEEN THE DISTRICT AND THE MARLOW EDUCATION ASSOCIATION.
2. TEACHER AGREES TO WORK FOR DISTRICT FOR SAID PERIOD AND AGREES TO CONFORM TO AND CARRY OUT ALL OF THE LAWS, RULES, AND REGULATIONS PERTAINING TO THE CONDUCT OF THE SCHOOLS AND THE TEACHERS, AND SUCH OTHER LAWS, RULES AND REGULATIONS AS MAY BE ENACTED DURING THE TERM OF THIS CONTRACT.
3. THIS CONTRACT IS INTENDED TO COVER ___ SCHOOL DAYS AND ___ OTHER DAYS DEVOTED TO SCHOOL AND EDUCATIONAL WORK.
4. TEACHER MAY BE ASSIGNED ONLY TO SUCH POSITION AS TEACHER IS QUALIFIED AND CERTIFIED BY THE STATE BOARD OF EDUCATION TO OCCUPY.
5. DISTRICT MAY, WITHOUT LIABILITY, TERMINATE THIS CONTRACT IN ACCORDANCE WITH THE NEW HAMPSHIRE RSA, CHAPTER 189:13, 31, 32, WITH ANY AMENDMENTS THERETO, AND ALL OTHER STATUTORY PROVISIONS PERTAINING TO THE RELATIONS BETWEEN DISTRICT AND TEACHER, AND THIS CONTRACT SHALL BECOME VOID, SUBJECT TO APPEAL, IF TEACHER IS REMOVED BY SUPERINTENDENT OR IF TEACHER'S CERTIFICATE, LICENSE OR PERMIT IS REVOKED BY THE COMMISSIONER OF EDUCATION.
6. THIS CONTRACT IS VOID UNLESS TEACHER HOLDS A VALID CREDENTIAL TO TEACH IN THE POSITION FOR WHICH HE/SHE HAS BEEN EMPLOYED AND IN WHICH HE/SHE IS TEACHING.
7. THIS CONTRACT MUST BE SIGNED BY TEACHER AND BE RETURNED TO THE SUPERINTENDENT'S OFFICE NOT LATER THAN _____TH OF THE YEAR IN WHICH THE CONTRACT IS TO COMMENCE, OTHERWISE THE CONTRACT WILL BE DEEMED TO BE NULL AND VOID.
8. ALL RULES, REGULATIONS, AND AGREEMENTS BETWEEN DISTRICT AND THE MARLOW EDUCATION ASSOCIATION, AS ADOPTED OR AS MAY BE ADOPTED BY THE SCHOOL BOARD PERTAINING TO TEACHERS, ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF, AND TEACHER ACCEPTS THE RESPONSIBILITY OF BEING CONVERSANT WITH SAID RULES, REGULATIONS AND AGREEMENTS.
9. TEACHER REPRESENTS ALL STATEMENTS MADE IN APPLICATION FOR EMPLOYMENT ARE COMPLETE, TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.
10. TEACHER WILL COMPLY WITH SCHOOL BOARD POLICY RELATING TO PHYSICAL EXAMINATIONS AND WILL SUBMIT THE NECESSARY EVIDENCE AS REQUIRED.
11. THIS AGREEMENT, EXCEPT AS HEREIN PROVIDED, SHALL NOT BE TERMINATED BY EITHER PARTY WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTY.

CHAIRMAN, BOARD OF EDUCATION

TEACHER

IN WITNESS WHEREOF the parties have executed this agreement on this 1 day of June, 2020 as of the date and year first written above.

MARLOW SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
CHAIRPERSON OF THE
NEGOTIATING COMMITTEE

MARLOW EDUCATION
ASSOCIATION

By: 
PRESIDENT OF THE
ASSOCIATION

By: 
CHAIRPERSON OF THE
SCHOOL BOARD