

Collective Bargaining  
Agreement  
Between the  
Inter-Lakes School Board  
And the  
Inter-Lakes Education  
Association  
2017 - 2020

## Table of Contents

Preamble .....	2
Article 1 Jurisdiction and Authority of the School Board .....	3
Article 2 Association Rights .....	3
Article 3 Definition of Agreement .....	4
Article 4 Peaceful Resolution .....	4
Article 5 Recognition .....	4
Article 6 Definitions.....	5
Article 7 Contract.....	6
Article 8 Work Day/Work Load .....	7
Article 9 School Calendar .....	8
Article 10 Compensation .....	9
Article 11 Basic Salary Schedule.....	10
Article 12 Salary Schedules .....	11
Article 13 Co-Curricular Positions .....	12
Article 14 Department Heads and Lead Teacher Schedule .....	13
Article 15 Employment Conditions .....	13
Article 16 Leaves .....	14
Article 17 Substitute Professional Employees .....	19
Article 18 Retirement Incentives .....	20
Article 19 Insurance .....	20
Article 20 Professional Standards .....	24
Article 21 Professional Improvement .....	27
Article 22 Professional Employee Protection and Student Discipline.....	30
Article 23 Professional Employee Evaluations.....	31
Article 24 Professional Employee Discipline .....	36
Article 25 Reduction in Force .....	37
Article 26 Transfer, Assignment, Reassignment .....	38
Article 27 Grievance Procedures .....	40
Article 28 Miscellaneous .....	43
Article 29 Entire Agreement Clause .....	43
Appendix A Salary and Longevity Schedule, 2017-2018 .....	44
Appendix B Salary and Longevity Schedule, 2018-2019 .....	46
Appendix C Salary and Longevity Schedule, 2019-2020 .....	48
Appendix D Co-Curricular Athletic Salary Schedule, 2017-2020 .....	50
Appendix E Professional Employee Evaluation Levels.....	51
Professional Employee Evaluation Glossary .....	52
Agreement.....	53

## **Preamble**

The School Board of the Inter-Lakes School District and the Inter-Lakes Educational Association agree that the educational welfare of the children of the District is paramount in the operation of the schools.

The School Board and the Association recognize their responsibility towards each other, to the administration and to the community to communicate in good faith to reach agreement, which is mutually satisfactory.

The Agreement recognizes that teaching is a specialized profession with requirements that must be met to obtain certification, and that the interests of the professional employees and the School Board are both dedicated to the highest quality education in the District. Because of this fact, we willingly cooperate to obtain the best conditions possible to achieve this mutual goal.

All personnel concerned with this Agreement must remember that their value to the Inter-Lakes School District stems both directly and indirectly from their ability to contribute effectively to the total educational climate of the District.

## **Article 1. Jurisdiction and Authority of the School Board**

The School Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of their professional employees; (c) to hire, promote, transfer, assign and retain professional employees in positions within the school district and to suspend, demote, discharge, withhold all salary increases at the highest step or increment wage increases, whichever applies, or take any other disciplinary action against the professional employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve professional employees from duties because of lack of work or for other legitimate reason; (g) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (h) to determine the methods, means and personnel by which operations are to be conducted.

The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term “law” as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.

## **Article 2. Association Rights**

**2.1** A copy of all policies passed by the Inter-Lakes School Board shall be sent to the President of the Inter-Lakes Education Association, and to all professional employees in the system, or to all professional employees in a building, or to all in a particular subject area, whichever shall apply.

### **Article 3. Definition of Agreement**

- 3.1** This Agreement has been mutually agreed to by the Inter-Lakes School Board and the Inter-Lakes Education Association (ILEA). It is subject to modification or change, by agreement of the parties, except the School Board reserves the right of such modification of this Agreement that is clearly dependent upon adequate funds as voted by the School District. In such cases, either party may re-open negotiations as provided by RSA 273:A-3(II)(b).
- 3.2** The cost of printing and distributing copies of the Agreement will be shared equally by the parties. Copies will be available either electronically (via the school district website) or in print to each professional employee, administrator, and member of the School Board. A copy of this Agreement will be given to each newly hired professional employee at the same time and in the same manner as is the individual professional employee's written contract. Additional copies can be obtained at the expense of the requesting party.

### **Article 4. Peaceful Resolution**

- 4.1** The Association and the School Board agree that any difference between the parties on matters relative to this Agreement shall be settled by the means herein provided. The Association, in consideration of the Agreement and its terms and conditions, shall not engage in or condone any strike, work stoppage, or other concerted refusal to perform any job-related assignment, nor shall the School Board sponsor any lockouts. For purposes of this article, voluntary tasks shall not be considered job-related assignments.

### **Article 5. Recognition**

- 5.1** For purposes of negotiations, the School Board recognizes the Inter-Lakes Education Association (as certified by the PELRB of the State of New Hampshire) as the representative of all full and part-time, regularly appointed professional employees.

- 5.2** The Association agrees to represent equally all in the unit as designated above without discrimination.

**Article 6. Definitions**

- 6.1** The term "School Board", as used in this Agreement, means School Board of the Inter-Lakes School District.
- 6.2** The term "school", as used in this Agreement, means any work location or functional division maintained by the School Board where instruction is offered to the children enrolled in the Inter-Lakes School District.
- 6.3** The term "Administrator", as used in this Agreement, means contracted professional by the School Board included in the unit defined in the Recognition Article of this Agreement.
- 6.4** The term "professional employee", as used in this Agreement, means contracted professional by the School Board included in the unit defined in the Recognition Article of this Agreement.
- 6.4.1** Classroom professional employees are teachers who work with students as a whole class and are responsible for the implementation, instruction, and assessment of the district curriculum in the K-12 continuum.
- 6.5** The term "Association", as used in this Agreement, means the Inter-Lakes Education Association, affiliated with NEA-NH/NEA.
- 6.6** The term "Immediate Family", as used in this Agreement, means grandparents, parents, siblings, children, spouse, and the same relation of the spouse, a person who has formerly acted as a parent to the professional employee or the professional employee's spouse, a legally recognized partner, or any other member of the family unit for whom the professional employee is acting in place of a parent and is living in the household of the professional employee.
- 6.7** The term "days", as used in this Agreement, means school days, except after the student school year (summer recess) when they shall be Monday through Friday, excluding holidays.

## **Article 7. Contract**

- 7.1** All professional employees will be employed in the Inter-Lakes School District by a standardized written contract between them and the School Board.
- 7.2** Engagement by contract will be the sole prerogative of the School Board upon nomination by the Superintendent of Schools.
- 7.3** Contracts will be prepared and offered to the professional employees within fifteen (15) days after the School District Meeting. All contracts must be returned to the Superintendent not later than fifteen (15) days after being offered. The contract shall state the date by which the contract must be returned. Return of a signed contract indicates acceptance of the offered position and the conditions appertaining thereto. An unsigned or unreturned contract indicates that the position is refused and the professional employee does not intend to return. Extension of the fifteen (15) day period will only be granted under unusual circumstances and only at the discretion of the Superintendent.
- 7.4** Termination of employment during the contractual year will be by mutual agreement or, in case of dispute, by legal means presently existing to adjudicate such disputes. The pertinent regulations concerning dismissal are contained in the current New Hampshire Statutes Annotated Relating to Public Schools.
- 7.5** The basic contract will call for 189 days of service for the 2017/2018, 2018/2019, and 2019/2020 school years between the starting day of the school calendar and June 30. If contracts are written wherein the length of service demanded or expected is more than 189 days of service for the 2017/2018, 2018/2019, and 2019/2020 school years, then compensation shall be granted for such extra days and will be computed for each individual professional employee on a per diem basis in accordance with his/her position on the schedule. The contract will state the number of days expected.
- 7.6** Each contract will indicate the step on the schedule that the contract covers.

**Article 8. Work Day/Work Load**

Professional employees agree to be on duty and to work the hours required to accomplish their total teaching assignment and responsibility. Because of basic differences in school-related responsibilities, it is impossible to keep the teaching day on a completely equal schedule. In fairness, however, to pupils, parents, and professional employees, and in the interest of some uniformity, the following shall be observed.

Full-time professional employees shall report to their school buildings at least twenty (20) minutes before the opening of the pupils' regular (6.75 hour) school day in the morning and shall remain for twenty-five (25) minutes after the close of the pupils' regular school day. Part-time professional employees shall report to their buildings at least twenty (20) minutes before their assigned teaching time and remain at least twenty-five (25) minutes following his or her assignment. Upon building administrator approval, the combined time before and after the school day can be reallocated per employee's individual request.

Part-time and full-time employment\* shall be defined as follows:

At the elementary level: 50% = 3½ hours per day, or 2½ days or 17½ hours per week.

Specialists: 50% = 17½ hours per week or 2½ days.

At the high school, based upon a full-time professional employee teaching six (6) classes over the course of the year, the following percentages will be used for determining the pro-rated workload:

$$6/6 = 100\%$$

$$5/6 = 83.3\%$$

$$4/6 = 66.7\%$$

$$3/6 = 50\%$$

$$2/6 = 33.3\%$$

$$1/6 = 16.7\%$$

*\* Eligibility for all job and fringe benefits for part-time professional employees will be determined by averaging teaching time over the school year.*



Full and part-time professional employees are required to attend District parent/teacher conference days appropriate to their assignment. Two extended days of ten hours each will be scheduled for parent/teacher/student conferences. It is understood and accepted that professional employee attendance at school-affiliated evening meetings is desirable and beneficial.

Except for illness or other emergencies, professional employees will be required to attend such evening sessions as: open house, parent/teacher conferences, and any other evening session where parents visit classrooms and/or confer with professional employees.

## **Article 9. School Calendar**

- 9.1** The Superintendent shall meet and confer with the Association regarding the ensuing year's school calendar and any mid-year changes in the calendar. Individual professional employees may make recommendations to the building principal(s) for the ensuing year's school calendar. The principal(s) in turn will make the professional employee's recommendation known to the Superintendent.
- 9.2** The School Board will make the final determination as to setting the ensuing year's calendar and any mid-year changes in any school calendar. The number of professional employee hours for returning professional employees shall not exceed 75.5 hours beyond the one-hundred-eighty (180) day instructional year. In no case will the in-service hours be scheduled to exceed a work day calendar of 189 days.
- 9.3** In the event days must be made up due to inclement weather or other possibilities, the Superintendent will consult with the Association about possible dates to meet state requirements. The School Board will make the final determination.
- 9.4** The hours in excess of the one-hundred-eighty (180) day instructional year for all professional employees shall be known as "in-service" hours.
- 9.5** Professional employees who are new to the District or returning after an absence of one or more years are required to attend one "orientation" day prior to the regular calendar. The first scheduled "in-service" hours for staff will be no earlier than 12 calendar days before Labor Day.

- 9.6** Time during in-service hours will be utilized for administrative matters, professional learning, parent/teacher conferences, mid-year semester break for on-site professional employee use, at least 7.5 hours will be used for classroom preparation any time during the 3 weeks prior to the opening of school, one 7.5 hour day within the three in-service days prior to the opening of school are to be used separate from Professional Development time for team collaboration (i.e. departmental, special education, grade level, committee, para-educator), and three hours to conclude professional activities on the final student early release day.
- 9.7** On the day prior to the December recess the school day will be a half day for students. Teachers may leave after completion of student dismissal.

**Article 10. Compensation**

- 10.1** Compensation shall be made by check and the professional employee shall have the option, at the beginning of the school year only, of receiving such compensation in: (a) twenty-one (21) payments spaced at two-week intervals, September through June; (b) twenty (20) payments spaced in two-week intervals based on twenty-six (26) payment increments with the balance due and payable as the 21st payment.
- 10.2** In so far as possible, compensation for the basic salary will be evenly divided among the payments and all monies to be withheld by law shall be equal to all others. Exceptions may be as follows:
- 10.2.1** Odd cents in the division will be credited to the first or last check due.
- 10.2.2** Extra compensation for additional duties will be paid in a lump sum at the end of the season or activity. Compensation for year-long duties will be paid in two (2) equal payments, one in December and the other in June.
- 10.3** It is agreed that, upon written authorization of an Association member, the School Board shall deduct an amount to provide payment of dues to NEA-NH/NEA from the regular salary check of that professional employee. Deductions shall be in equal amounts for pay periods between October 1 and May 30. The amounts so

deducted pursuant to such authorization of the professional employee shall be promptly remitted directly to the Association Treasurer. If so indicated on the authorization form, said deduction shall be continuous from year to year until the professional employee notifies the Central Business Office otherwise.

**10.3.1** The Association agrees and accepts the insertion of a save harmless clause for all authorized Association dues. Said clause will read as follows: "The Association shall indemnify and save the Inter-Lakes School District and the School Board harmless against and from any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken, or not taken, by the School Board for the purpose of complying with this request."

**10.4** Final compensation shall be determined by the salary divided by the number of contracted days in the school calendar as referenced in Article 9.

**10.5** The School Board will reimburse all school professional employees who are authorized to travel between schools or to other job sites as part of their teaching assignments at the current Internal Revenue Service rate. The District will not reimburse professional employees for travel to and from school each day.

**10.6** Upon written request, direct deposit of a professional employee's entire pay check or portion thereof shall be made to a bank account specified by the professional employee.

#### **Article 11. Basic Salary Schedule**

**11.1** The accepted standard of professional preparation for employment shall be a Bachelor's Degree or its equivalent.

**11.2** When a professional employee obtains an advanced degree which will affect his/her placement on the salary scale during the current school year, he/she should immediately notify the Superintendent by presenting a copy of his/her transcript recording the new degree status as officially granted by a college or university. A salary adjustment due to this new degree status after the start of a school year will begin on the first day of the month.

- 11.3** An individual must show evidence of completion of the appropriate number of credits or degree attained prior to placement on the corresponding track on the salary schedule.
- 11.4** Placement on the salary schedule of experienced professional employees entering the District shall be based on degree status and years of teaching experience before entering this District. These factors shall be assessed by the Superintendent and School Board and this shall serve as the basis for placing an incoming professional employee on an appropriate step on the Salary Scale.
- 11.5** No incoming professional employee will be placed on the scale at a higher salary than that of a professional employee presently in the system with equivalent training and experience.
- 11.6** The salary schedule covering the professional employees of the Inter-Lakes School District will be determined by the Basic Salary Schedule provided in Appendices A, B, and C.
- 11.7** Longevity: 1.55% of base pay
- Longevity shall be paid to professional employees beyond the maximum step of the Basic Salary Schedule (Appendices A, B, and C) at the percentage rate indicated above multiplied by the appropriate step on the appropriate Longevity Schedule. The Longevity Schedules are reflected in Appendices A, B, and C. This amount will be paid to professional employees divided over the pay periods September to June.

## **Article 12. Salary Schedules**

The schedules are attached hereto.

APPENDIX A - Basic and Longevity Salary Schedule, 2017-2018  
APPENDIX B - Basic and Longevity Salary Schedule, 2018-2019  
APPENDIX C – Basic and Longevity Salary Schedule, 2019-2020  
APPENDIX D - Co-Curricular Salary Schedule, 2017-2020

**Article 13. Co-Curricular Positions**

**13.1** Salaries for co-curricular positions will be determined by years of experience in the field as per the Co-Curricular Salary Schedule in the appendix, and according to the following:

<u>Level</u>	<u>Percentage of BA Step 1 Salary</u>
I	11.0%
II	9.5%
III	7.5%
IV	5.5%
V	4.0%
VI	3.0%

After eight (8) years of experience in an activity, the salary shall increase at a rate of \$25.00 per year up to a maximum of \$250.00.

**13.2** Any and all co-curricular activities will be offered at the sole discretion of the School Board upon the recommendation of the Superintendent of Schools.

**13.3** Notice of all co-curricular vacancies will be e-mailed to the staff five (5) school days prior to seeking non-school applicants to fill a specific position. After five (5) days, the vacant position will be posted on the District website.

**13.3.1** Vacancies that occur during the summer that must be filled prior to the opening of school shall be posted as above in 13.3. Individuals may also submit letters of interest for specific positions to the appropriate building principal in advance.

**13.4** Any co-curricular position newly created during the term of this Agreement shall be placed on the Co-Curricular Salary Schedule by the School Board until mutual agreement is reached.

**Article 14. Department Heads and Lead Teacher Schedule**

- 14.1** Department Heads will be paid 2% of their annual salary plus 1% for each additional full time person in that department.
- 14.2** Lead Teachers will be paid 5% of their annual salary.
- 14.3** The School Board shall determine the number of department heads and lead teachers and shall appoint individuals on an annual basis as recommended by the Superintendent.
- 14.4** The Superintendent will consult with the building principals prior to making an annual recommendation to the School Board.

**Article 15. Employment Conditions**

- 15.1** The School Board agrees to meet and confer with the Association with regard to developing guidelines for teacher-pupil ratios and class size.
- 15.2** Classroom professional employees at the secondary level shall continue to have an uninterrupted 90-minute planning period daily, and elementary classroom professional employees shall have an uninterrupted 50-minute planning period daily.
  - 15.2.1** At the elementary level, all specials (art, music, physical education, etc.) will be scheduled once per week at the same time for a single grade to allow for a common/team planning period.
  - 15.2.2** Except in an emergency, administrators will gain mutual agreement from faculty at least a day prior to encumbering a professional employee's planning time.
- 15.3** The following shall apply except in the case of an emergency: There shall be no more than two faculty meetings per month in September, October, January, March, April, May, and June, with one faculty meeting in November, December, and February; all faculty meetings not to exceed approximately sixty-five (65) minutes each. These meetings will be scheduled for the first and third Tuesday of each month. Anyone who is unable to attend or needs to leave early shall notify the principal prior to the start of the meeting.

- 15.4** If a professional employee's budget request is not approved at any level, the professional employee shall be entitled to reasons for the non-approval and given an opportunity to appeal through the chain of command, to the Superintendent, before the budget is finalized. This provision shall not be subject to the grievance or arbitration procedures set forth in this Agreement.
- 15.5** Unless by mutual agreement, professional employees shall have a duty-free, uninterrupted lunch period.

## **Article 16. Leaves**

### **16.1 Sick Leave**

**16.1.1** Leaves of absence for personal illness or immediate family illness will be allowed at full pay for fifteen (15) working days per year.

Individual professional employees will accrue unused sick leave at a maximum rate of fifteen (15) days per year and will carry forward, for their use, an accrued balance from one school year to the next. The balance will not exceed ninety-five (95) days. A professional employee's annual sick leave allotment of fifteen (15) days will be added to their accrued balance at the start of each school year, the sum not to exceed one hundred ten (110) days.

Professional employees may use no more than fifteen (15) sick leave days for illness in the immediate family per school year. Under extenuating circumstances, additional paid leave of absence for immediate family illness may be granted by the School Board, not to exceed the total number of days accrued.

It shall be the responsibility of the professional employee to furnish proof of illness requiring more than three (3) consecutive days of leave, if requested by the Superintendent.

**16.1.2** Leave for the birth and care of a professional employee's child or placement for adoption or foster care of a child with an employee, may be taken by either parent/employee with at least thirty (30) days written

notice to the School Board. Maternity related disability, prior to and after the birth of a child, and as certified by a physician, will be treated like any other personal illness.

**16.1.3** Sick leave benefits cannot be used during a leave of absence.

**16.1.4** A sick leave pool will be established. Professional employees may enroll in the pool each year by donating at least one day and up to three days. Enrollment in the pool must take place prior to September 30<sup>th</sup> each year. The sick leave pool may accrue up to 300 days and the pool will be carried forward from year to year maintaining the cap at 300 days. A joint committee, to be known as the Sick Leave Bank Committee, will oversee established criteria, notify all members of the criteria, and determine whether requests for withdrawal from the sick leave bank will be granted. The committee will consist of four members: two from the Association, the respective building principal, the Superintendent. Once decisions of this committee are made, a report of the proceedings will be provided to the office of the Superintendent and the professional employee within five (5) days. The final decision of the committee, relative to the request, is not grievable.

**16.1.5** Annual written notification of accumulated individual sick leave, as of September 1st of the current school year, shall be given to all professional employees by September 15th of the same year.

## **16.2 Bereavement Leave**

**16.2.1** Leave up to five (5) days at full pay shall be granted for death in the immediate family of the professional employee. This benefit would apply as many times in a school year as required.

**16.2.2** One (1) bereavement day at full pay will be granted annually for a death outside the immediate family.

**16.2.3** If requested, additional bereavement leave without pay may be approved by the Superintendent.



### **16.3 Personal Leave**

**16.3.1** Personal leave up to four (4) days per school year shall be submitted to the building principal. The first day of such leave will be at full pay; the remaining days of such leave will be deducted from sick leave. No personal leaves will be allowed for vacation purposes. Personal leave will be granted only upon (3) days' advance notice save in justified emergencies.

### **16.4 Professional Leave**

**16.4.1** Each professional employee may be allowed, by approval of the administration, five (5) days per year for activities related to District or school needs and identified in the Professional Development Master Plan. Individual recertification will be considered a district need. Approval will be given only if such an activity is clearly and constructively pertinent to the professional employee's educational duties in this District. Full salary will be granted during the absence. These days shall not be accumulative.

### **16.5 Military Leave**

**16.5.1** Military personnel who are in reserve status and who are called to active duty in any of the United States' military services which cannot be postponed or deferred, such as Reserve Duty, Special Emergency Duty, etc., will be compensated for such absence from their contract duty to the District to the extent that the District will pay during a ten (10) day period, the difference between their per diem contract salary and their per diem military pay. Such compensation shall be made only after one (1) year of experience in the District. The intent is that such professional employee be assured of the equivalent of his/her per diem salary for a ten (10) day period per calendar year when the military salary is less than his/her teaching salary.

### **16.6 Jury Duty Leave**

**16.6.1** Any professional employee of the District called to serve as a juror will continue to receive their contracted salary in addition to jury pay.

## **16.7 Sabbatical Leave**

- 16.7.1** All regularly employed professional employees, who have taught at least six (6) years in the Inter-Lakes School District, may, upon recommendation of the principal and with the approval of the School Board, be granted a Sabbatical Leave for professional activities, which the professional employee expects to pursue in furthering his/her professional competence.
- 16.7.2** The leave, if granted, shall be for one (1) school year and will require advance study, research, or other professional activities, or any combination thereof. Such activities must support and reinforce District and/or school needs.
- 16.7.3** A proposed program or written statement of purposes and objectives must be filed at the time of application.
- 16.7.4** No more than five percent (5%) of the professional employees in the system will be granted this leave in any contract year.
- 16.7.5** Requests for this leave must be received by the Superintendent in writing no later than December 1 and action must be taken by the School Board on all requests no later than March 30.
- 16.7.6** The professional employee will be paid one-half of the gross annual salary during the period of absence and, upon return, will advance on the salary schedule in the usual manner, as if performing his/her regular duties. Compensation shall be paid in full at the beginning of the leave.
- 16.7.7** Professional employees on leave shall be entitled to all salary increments and other benefits in force during their leave, as if they had been fulfilling their normal school assignment.
- 16.7.8** Candidates for Sabbatical Leave are required to guarantee three (3) subsequent years of service to the District. A refund of leave salary must be made to the District if a candidate fails to return. Each professional employee on Sabbatical Leave shall issue a promissory note at the current rate of interest which shall become due if the professional employee does not return and shall be paid off within three (3) years. If the professional

employee resigns or retires before completing three years, the balance is due at the time of resignation. Upon returning to his/her position, the professional employee shall be expected to demonstrate evidence of benefits gained by this leave and shall share these benefits with colleagues and students in the appropriate educational environment.

**16.7.9** If the professional employee on sabbatical does not comply with any of the conditions of the leave, the right to such leave and/or right to return shall be denied.

## **16.8 Parenthood Leave**

**16.8.1** A parenthood leave of absence without pay for a period of up to one year shall be granted by the School Board upon request of the professional employee. In order to preserve the continuity of instruction, the leave time shall begin and end at a time mutually agreed upon between the School Board and the professional employee. Extended parenthood leave may be granted at the discretion of the School Board. Upon application by the professional employee, this leave may be terminated at the discretion of the School Board.

**16.8.2** The professional employee may continue personal payment, through the business office, for health insurance benefits after the benefits in the Family Medical Leave Act (FMLA) have expired.

**16.8.3** Upon return to service, the professional employee shall be granted the total number of sick leave days accumulated prior to the leave.

**16.8.4** Placement on the salary schedule, upon return from this leave, will be at the least the same as when the professional employee took leave. If the professional employee has worked at least ½ of the school year, advancement on the salary schedule will be entitled.

**16.9 Absence**

**16.9.1** Professional employees who are on at least the fourth (4) year of their contract with the District may request a leave of absence without pay for one (1) school year. A written request must be submitted to the Superintendent no later than February 1. The School Board will act on the request no later than March 30. During the leave of absence, the professional employee may continue health insurance payments through the business office.

**16.9.2** Leave of absence without pay for extenuating circumstances may be granted at the discretion of the School Board.

**Article 17. Substitute Professional Employees**

**17.1** Efforts will be made to provide substitutes for all professional employees who are absent from school.

**17.2** The use of regular professional employees as substitutes shall be avoided whenever possible.

**17.3** Efforts will be made to secure substitutes fully certified to teach in the subject areas in which there is an opening.

**17.4** Efforts will be made to secure substitutes for paraprofessionals who are absent.

**Article 18. Retirement Incentives**

A maximum of three professional employees who have reached the age of 57 and who have worked for 15 years within the Inter-Lakes School District as a professional employee will be eligible in their final year of employment for retirement incentives equal to 50 percent of the retiree's highest earned salary in the District. Eligibility will be determined by the age of the retiree on June 30 of the final year of employment.

- 18.1** Notice of retirement must be submitted to the Superintendent by December 1 of the final year of employment.
- 18.2** The School Board may waive the December 1 notice requirement or release the individual from his/her retirement commitment in case of an emergency or hardship. It may also increase the maximum number of eligible retirees in any given year.
- 18.3** In the event of more than three applicants, determination of the three eligible professional employees shall be made first on the basis of the sum of years of service as a professional employee to the District and their age. If a tie-breaker is necessary, years of service will be the first determining factor followed by date of birth. The length of service of part-time professional employees shall be prorated. The School Board will notify all applicants by December 30.
- 18.4** Payment of benefit will be made no later than July 31<sup>st</sup> of the following fiscal year. This payment is intended to be part of the final year's compensation as defined by the New Hampshire Retirement System.
- 18.5** If the plan is not saving the District money, the parties agree to reopen negotiations for the sole purpose of reevaluating the plan's effectiveness.

**Article 19. Insurance**

- 19.1** Liability insurance protecting professional employees against suits resulting from accidents to students, and Workers' Compensation will be in effect and the premium paid by the District. Pay for each day of sick leave that is covered by Workers' Compensation will be the difference between the regular net per diem salary and the amount paid by insurance with the same fractional part to be deducted from the professional employee's accumulated sick leave.

**19.2** The Inter-Lakes School District shall provide the following health insurance options for single, 2-person, or family:

- 1.** Anthem Access Blue New England HMO AB20: The District shall pay 86% of the premium in 2017/2018, 84.5% of the premium in 2018/2019, and 83% of the premium in 2019/2020, minus (starting January 1, 2020) 50% of the adjustment for high cost plan under paragraph 5. The professional employee shall pay 14% of the premium in 2017/2018, 15.5% of the premium in 2018/2019, and 17% of the premium in 2019/2020, plus (starting January 1, 2020) 50% of the adjustment for high cost plan under paragraph 5.
- 2.** Anthem Blue Choice 2T20: The District shall pay a dollar amount equal to the district's share of the premium for Anthem Access Blue New England HMO AB20 minus (starting January 1, 2020) 50% of the adjustment for high cost plan under paragraph 5. The professional employee shall pay the dollar amount difference plus (starting January 1, 2020) 50% of the adjustment for high cost plan under paragraph 5.
- 3.** Anthem Access Blue New England HMO with Deductible ABSOS20/40 1KDED: The District shall pay 95% of the premium in 2017/2018, 2018/2019, and 90% of the premium in 2019/2020, minus (starting January 1, 2020) 50% of the adjustment for high cost plan under paragraph 5. The professional employee shall pay 5% of the premium in 2017/2018, 2018/2019, and 10% of the premium 2019/2020, plus (starting January 1, 2020) 50% of the adjustment for high cost plan under paragraph 5.

4. Anthem Access Blue New England HMO with Deductible 25/50/3KDED: The District shall pay 100% of the premium in 2017/2018, 2018/2019, and 2019/2020, minus (starting January 1, 2020) 50% of the adjustment for high cost plan under paragraph 5. The professional employee shall pay 0% of the premium in 2017/2018, 2018/2019, and 2019/2020, plus (starting January 1, 2020) 50% of the adjustment for high cost plan under paragraph 5.

For the Anthem Access Blue New England HMO with Deductible 25/50/3KDED plan the District shall fund an HRA (Health Reimbursement Account) to offset copays and deductibles in the amount of \$1,500 per year per subscriber.

5. The adjustment for high cost plan shall equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 (\$27,500 per year) for two-person or family coverage. The plan's cost for purposes of this adjustment equals the aggregate premium, plus any contributions to an FSA and or an HRA. In the event that 26 U.S.C. 4980I (excise tax under the Affordable Care Act on high cost employer-sponsored health coverage) is amended during the term of this Agreement, then the Board or the Association may reopen negotiations on Article 19 to address the impact of that amendment.

**19.2.1** All of the plans shall have the Prescription plan R10/25/40  
M10/40/70

**19.2.2** Professional employee contribution to premiums shall be paid through payroll deductions on a pre-tax basis in equal installments based on twenty-one (21) pay periods.

**19.2.3** A professional employee must enroll as a subscriber under the provisions of Section 19.2 in order to be eligible for benefits or contributions set forth therein.

#### **19.2.4 Part-Time Professional Employees**

- a. Through August 24, 2005 any professional employee hired for a position of 50% or more shall be eligible for the Inter-Lakes School District Health Plan. Part-time professional employees\* who teach less than 50 percent will be eligible for benefits paid by the District at that same percentage as their employment. \*(Footnote on page 7 applies.)
- b. Beginning on August 24, 2005, any professional employee who is hired by the District prior to July 1, 2005 shall be grandfathered to be eligible for the benefits described in paragraph a. above. Beginning August 25, 2005, any professional employee who is hired by the District on or after July 1, 2005 who teaches less than 100%-time will be eligible for benefits paid by the District at the same percentage as their employment. Eligibility for all job and fringe benefits for part-time professional employees will be determined by averaging teaching time over the school year.

**19.2.5** In lieu of District-provided health insurance and when the professional employee provides proof of health insurance, a two thousand dollar (\$2,000.00) cash opt-out will be allotted. Payment will be made in equal installments throughout the contracted year in conjunction with payroll. Part-time professional employees who teach less than 100% will be eligible for opt-out, prorated according to their teaching assignment. A professional employee desiring to enroll in the Inter-Lakes School District's Health Insurance Plan during the plan year may do so only if there is a qualifying event. In absence of a qualifying event, professional employees will have the opportunity to rejoin the plan during the annual open enrollment period.



**19.2.6** To the degree allowable under Section 125 of the Internal Revenue Service Code, professional employees will be allowed to designate a portion of their salary to be deducted for the purpose of paying out-of-pocket medical expenses. To the degree allowable under Section 125 of the Internal Revenue Service Code, individuals or couple may set up a Section 125 fund for dependent care. In the case of dependent care funds, current claims cannot exceed current professional employee contributions. Once designated, unused money may not be reclaimed by professional employees (tax code requirement).

### **19.3 Retiree Health Insurance**

#### **19.3.1 Eligibility**

- a. Professional employees who both were employed and had completed 10 years of service to the District as of July 1, 2005, shall be eligible for the benefits set forth in Section 19.3.2, provided that they meet the requirements set forth in Section 19.3.2.
- b. Professional employees who were employed but had not completed 10 years of service to the District as of July 1, 2005, shall be eligible for the benefits set forth in Section 19.3.2 until such time as they reach Medicare eligibility age, provided that they meet the requirements set forth in Section 19.3.2.

- c. Professional employees who were not employed by the District as of July 1, 2005, shall not be eligible for any benefits under Section 19.3.2.

**19.3.2 Benefits**

- a. The District shall pay the same percentage for eligible retirees that it paid for active professional employees as of the time of retirement toward the cost of all the provisions detailed in Article 19.2 (or Medicare/MediComp plan when the retiree is eligible) at the single or two-person level and shall reimburse eligible retirees, as detailed in Article 19.2.4, for any professional employee who retires from the District after September 1, 1988, provided such retiree has reached age 55 at the time, has ten (10) or more years of service to the District, is employed by the District at the time of retirement, and does not opt for medical insurance through any other employer; or,
- b. The District shall pay the same percentage for eligible retirees that it paid for active professional employees as of the time of retirement toward the cost of all the provisions detailed in Article 19.2 (or Medicare/MediComp plan when the retiree is eligible) at the single or two-person level and shall reimburse eligible retirees as detailed in Article 19.2.4, for any professional employee who retires from the District after September 1, 1988 at any age due to medical disability provided the retiree has ten (10) years of service to the District. Should retirees' medical insurance be funded by the State Retirement System, this provision shall be revoked, except as necessary to maintain the same level of coverage.

- 19.4** A \$50,000 term life and accidental death insurance policy will be provided by the District for each professional employee.
- 19.5** Effective July 1, 2015, the District will pay 90% of the single, two-person, or family coverage cost of Delta Dental Plan 3B. Professional employees electing for single, two-person or family dental coverage must execute a payroll deduction authorization for their respective 10% contribution to the cost of this coverage.
- 19.6** Determination of insurance carriers will be at the sole discretion of the District.

**Article 20. Professional Standards**

- 20.1** Professional employees will maintain their proficiency and certification in accordance with certification regulations and directives issued by the State Board of Education.
- 20.2** No professional employee shall be engaged or continue in employment who shall fail to meet the above provisions of this School Board Professional Employees Agreement as stated in Article 20, Section 20.1.
- 20.3** All personnel are expected to conduct themselves in a professional and ethical (as referenced in School Board Personnel Policy 4154) manner in their contact with pupils, parents, their peers, and the administration and the School Board.
- 20.4** It is expected, throughout the life of this Agreement and during the normal school year, the School Board will authorize committees comprised of professional employees, administrators, School Board members and others if need be, to study a specific problem or concern, e.g., curriculum study, textbook selection. Staffing of such committees will be done on the basis of volunteers and will not be compensated.
- 20.4.1** All professional employees are expected to serve on the school re-evaluation and accreditation committees. Attendance at such reevaluation and accreditation committee meetings or work assigned for such committees before and after student hours will be limited to three (3) hours a month. When additional time is needed during a month, the

professional employee will seek approval for compensation from the administration. Additional time spent on committee meetings or work assigned to the committee member shall be compensated at an hourly rate of 13.3% of the professional employee's per diem salary. The professional employee shall be responsible for submitting the appropriate form to the central business office within thirty (30) days of the committee meeting to be eligible for reimbursement under this article. Extenuating circumstances will be reviewed by the School Board.

**20.4.2** Such committees may schedule meeting times that are mutually agreeable to the committee members, so long as such meetings do not interfere with scheduled student classes and are approved by the supervising principal(s).

**20.4.3** Expenses for the purpose of completing a committee's work may be approved in advance by the Superintendent. Committee members shall receive additional compensation for this service if such services are performed during the summer vacation.

**20.5** The District's Recertification Plan, which is a section of the District's Professional Development Master Plan, shall be a plan which is developed by the cooperative efforts of the administration and professional employees and approved by the School Board. All future modifications to this Master Plan during its life span must also be developed cooperatively and have the approval of the School Board. The professional employee representatives to the District's Professional Development Committee will be elected, at the building level, from the entire staff in elections conducted by the Association.

## **Article 21. Professional Improvement**

**21.1** The School Board agrees to budget \$100,000 for each year 2017/2018, 2018/2019, 2019/2020 for professional improvement. Funding will be limited to the amount budgeted. The Association will decide on the dollar amount allocated for coursework and other professional improvement activities based on the previous year's usage. For 2017/2018 school year, the Association will allow \$1,000 for professional improvement activities or up to \$3,000 for coursework per employee. At the close of each school year the

Association will notify the Superintendent of any changes to the amounts to be allocated for the following year.

**21.2** Applications will be processed by the building principal as received. The principal shall request that the professional employee explain how the activity is relevant to his or her own employment in the school district. The professional employee may be asked to prepare a presentation for the Superintendent and/or the School Board that summarizes the benefits of the professional development. Final determination as to whether the activity is eligible for payment or reimbursement rests with the principal. All professional improvement requests must be submitted for approval by May 22<sup>nd</sup>.

**21.2.1** Requests for pre-payment shall be submitted to the principal at least thirty (30) calendar days prior to the start of the professional improvement activity. If pre-payment is issued and the employee does not attend and/or successfully complete the activity, the employee agrees to reimburse the full amount to the District within thirty (30) calendar days of the scheduled activity's completion date. In the event that the District is not reimbursed by the professional employee, the professional employee forfeits access to any professional development funds until pre-paid funds are reimbursed.

**21.2.2** Upon successful completion of an activity, proof of payment and any additional expenses, where allowed, must be submitted to the principal within thirty (30) calendar days of receipt of the grade and/or proof of successful attendance. Exceptions to the timelines may be granted by the Superintendent.

**21.2.3** If the pre-payment option was not requested, the District shall reimburse the professional employee for the activity within thirty (30) calendar days after the professional employee submits the documentation required by Section 21.2.1.

**21.2.4** Reimbursement shall be made only for courses in which the professional employee receives a grade of B (3.0) or better.

**21.3** Individual professional employees may request additional unencumbered professional improvement money by submitting a request to the Superintendent prior to May 22<sup>nd</sup>. The Unencumbered Professional Improvement Funds Committee will oversee and allocate any of these unspent funds.

**21.3.1** The Unencumbered Professional Improvement Funds Committee will consist of five members: three from the Association and two administrators. Once decisions of this committee are made, a report of the proceedings will be provided to the SAU Office and the professional employee within five (5) days. The final decision of the committee, relative to the request, is not grievable.

**21.3.2** The Unencumbered Professional Improvement Funds Committee will be formed prior to the start of the 2017/2018 school year and develop standards and practices for distribution of unencumbered funds. The standards and practices will be mutually agreed upon by committee members prior to January 2018.

**Article 22. Professional Employee Protection and Student Discipline**

**22.1 Assistance in Assault Cases**

**22.1.1** Professional employees will immediately report all cases of assault sustained by them in connection with their employment to their principal and submit a written report of the incident within forty-eight (48) hours, except in extenuating circumstances. The Superintendent or designee shall acknowledge to the professional employee receipt of such report within 48 hours whenever practical or as soon thereafter as possible. The professional employee's report will then be forwarded to the Inter-Lakes School Board.

**22.1.2** The attorney for the School Board shall advise the professional employee of his/her rights and provide such information in writing; provide the professional employee the relevant information concerning the incident known to the administration, police or other agencies involved; accompany the professional employee in court appearances; and advise the professional employee in investigations by police or other legally conducted investigations.

**22.2 Legal Counsel**

The School Board agrees to provide legal counsel to professional employees in any civil action or criminal proceedings arising out of any disciplinary action taken against any pupil of the school district while in the discharge of duties within the scope of his employment. The professional employee must, however, within ten (10) days of service of summons, complaint, or other legal paper, deliver the original or a copy to the School Board.

**22.3 Compensation for Lost Time and Destruction of Personal Property**

**22.3.1** If such an assault (as in 22.1) on a professional employee results in lost time, the professional employee shall be paid in full and such paid absence shall not be deducted from any accumulated sick leave to which such professional employee is entitled under this Agreement.

**22.3.2** If a professional employee suffers loss or destruction of personal belongings while in the line of duty (e.g., to stop a disturbance, is assaulted by a student, or while attempting to prevent the destruction of district property, such as fire), the School Board will assume the reasonable cost of the replacement or repair of such item(s) provided such loss, damage, or destruction was not due to the professional employee's negligence or otherwise covered by Worker's Compensation or insurance benefits provided by the District. The professional employee must report the incident and loss to the building principal in writing within forty-eight (48) hours or as soon as possible after the incident occurred. In no event shall a professional employee seek duplicate compensation from both the District and a private insurer.

**22.4 Student Discipline**

The administration will meet and confer with the Association to review/develop rules and regulations for student discipline. Final authority for the development of such rules and regulations rests with the School Board. Such rules and regulations shall be distributed to students, professional employees and parents at or near the beginning of the school year.

**Article 23. Professional Employee Evaluations**

**23.1** The evaluation program is to be used to assist professional employees in the performance of their duties and as a means of guiding and counseling for continued improvement in the educational standards of the School District and maintenance of competent professional employees. The preparation of annual evaluations is the responsibility of the supervising principals and/or other appropriate administrators using the Framework for Teaching Evaluation Instrument (Danielson, 2007, 2013 eds.). The administrator will use the appropriate Professional Employee Evaluation Rubric (PEER) based on the professional employee's position in the district. See Appendix D. Appendix D will be available on line and in each school library.



### 23.1.1

#### **Inter-Lakes Professional Employee Evaluation Plan**

Created by: The Professional Employee Evaluation Committee:

Kathleen Hill – Curriculum Coordinator  
Dr. Steven Kelley – Elementary School Principal  
Patricia Kennelly – High School Principal  
Richard Hanson – School Board Chair  
Sally Whalen – School Board Member  
Stephanie Howard – Professional Employee  
Susan Greenlaw - Professional Employee  
Alesia Parks - Professional Employee  
Mark Parsons - Professional Employee  
Jeremy Hillger – Professional Employee

In accordance with Section 23.1.1 (2012-2015 Professional Agreement), a committee was created in the Fall of 2012. The committee, which was comprised of school board members, administrators and professional employees, was charged with reviewing the current evaluation tool and making recommendations for improvement. In addition, the committee addressed the federal and state mandate that at least twenty percent (20%) of a professional employee's evaluation be based on student performance data. The committee worked through the Fall of 2014, and the decisions of the committee are as follows:

The evaluation program is to be used to assist professional employees in the performance of their duties and as a means of guiding and counseling for continued improvement in the educational standards of the school district and maintenance of competent professional employees. The preparation of annual evaluations is the responsibility of the supervising principals and/or other appropriate administrators using the *Framework for Teaching Evaluation Instrument* (Danielson, 2007, 2013 eds.). The administrator will use the appropriate Professional Employee Evaluation Rubric (PEER) based on the professional employee's position in the district. See Appendix E.

An evaluation will represent a numeric composite score of the professional employee's total job performances, including observation by administration, student performance data and performance of daily job-related responsibilities since the last evaluation. A professional employee will be evaluated using five domains.

The following correlation between numeric scores and levels will be used:

Unsatisfactory = 1   Basic = 2   Proficient = 3   Distinguished = 4

The first four domains, which will account for eighty percent (80%) of the professional employee's total score, will come directly from Danielson's *Framework for Teaching Evaluation Instrument*. A professional employee will receive a numeric score of one through four (1-4) on each of these domains.

## **Inter-Lakes Professional Employee Evaluation Plan (cont'd.)**

The fifth domain, which will account for twenty percent (20%) of the professional employee's total score, will be determined using student performance data. This will be calculated using a *District Based Shared Attribution Component (50%)* and a *Student Learning Outcome (SLO) Component (50%)*. These components will use the one through four (1-4) numeric scale.

*District Based Shared Attribution:* is defined as professional employees of the district sharing standardized assessment results and attributing those results to the performance of their school. This score will be derived from the Smarter Balance Assessment results. Professional employees of the Inter-Lakes School District will share and receive the same numeric score. The District Based Shared Attribution score will be scored on the numeric (1-4) scale, and calculated using a three-year average.

*Student Learning Outcome (SLO):* is defined as measurable student results that will be created and agreed upon by the professional employee and his/her administrator during the annual goal setting meeting. The professional employee and the administrator will determine how the SLO will correlate to the numeric (1-4) scale.

At the end of the three-year cycle, a professional employee's domain five score will be the sum of their shared attribution scores and their SLO scores. The professional employee will receive an average score for each domain. This will be calculated by dividing the professional employee's cumulative domain points by the number of components per domain. The final score of the evaluation will be based on the average score of the five domains and will be reported on a numeric (1-4) scale. The score will be rounded appropriately to the nearest whole number.

Please see the Inter-Lakes School District's faculty page for the P.E.E.R's and P.E.E.F's.

- 23.2** Evaluations will be done using the Professional Employee Evaluation Rubrics (PEER), Professional Employee Evaluation Levels (PEEL), Professional Employee Evaluation Form (PEEF), Professional Employee Evaluation Handbook (PEEH), and Professional Employee Evaluation Glossary (PEEG) that are in Appendix D.
- 23.3** During the first three weeks of school, an administrator shall orient professional employees new to the District regarding evaluation procedures.
- 23.4** An evaluation will represent a composite of the professional employee's total job performances, including observation by administration and while performing daily job-related responsibilities since the last evaluation.
- 23.5** Whenever a professional employee is rated unsatisfactory on the PEEF, an explanation shall be provided, and shall have been preceded by assistance, when possible, as spelled out elsewhere in this Agreement.
- 23.6** A professional employee shall be given a copy of any evaluation report prepared by his/her evaluators at least one day before any conferences held to discuss it.
- 23.7** All professional employees are to be formally observed in their job assignment prior to receiving their evaluation. Each formal classroom observation shall be scheduled with the professional employee for a minimum of thirty (30) minutes or the duration of the activity or lesson. All formal classroom observations of the performance of a professional employee shall be conducted openly and with full knowledge of the professional employee.
- 23.8** No professional employee shall receive adverse comments from any administrator in the presence of the pupils, except in extraordinary situations requiring immediate action.
- 23.9** A formal classroom observation report shall be given to the professional employee as soon as possible after each formal observation. A post-conference between the administrator and the professional employee shall occur after each formal classroom observation to discuss the observation. A copy of the formal observation report, signed by the professional employee and administrator, shall be submitted to the Superintendent within seven (7) school days after the conference. The professional employee's signature shall indicate only that the

report has been read by the professional employee and shall not be interpreted to indicate agreement with the contents. No professional employee shall be required to sign a blank or incomplete observation report form.

- 23.10** All other observations of the professional employee's work performance, which are to be made part of his/her file, will be made known to the professional employee in a timely manner. No written report shall be submitted to the Superintendent, placed in the professional employee's file, or otherwise acted upon without a prior conference with the professional employee.
- 23.11** The Administration shall offer direct assistance including specific recommendations to help the professional employee improve if performance has shown need for improvement. A reasonable time for improvement will be given.
- 23.12** If the professional employee disagrees with any evaluation or observation report, such disagreement may be so indicated in writing within seven (7) school days of receipt of the evaluation and, upon request, a written statement of disagreement shall be placed in the professional employee's personnel file and attached to the relevant documents.

**23.13** Complaints

Those job-related complaints regarding a professional employee made to any member of the administration by any parent, student, or other person who may be used in evaluating the professional employee shall be promptly investigated. Professional employees shall be given an opportunity to meet personally and respond to and/or rebut those complaints which, if substantiated as a result of the investigation, may become a part of their file. With the professional employee's consent, an alternative means of interaction may be used in place of the personal meeting.

**23.13.1** The professional employee shall acknowledge that he/she has had the opportunity to review such complaint by signing the copy to be filed, with the understanding that such signature indicates only that the report has been read by the professional employee and shall not be interpreted to indicate agreement with the contents.

**23.13.2** The professional employee shall also have the right to submit a written

response to such material which shall be reviewed and initialed by the Superintendent and attached to the file copy.

**23.14 Personnel Files**

Each professional employee shall be entitled to knowledge of, and access to, his/her personnel file and have the right to reproduce materials in that file.

**23.15** Professional employees shall receive a copy of any materials placed in their personnel file, except routine materials such as payroll or insurance forms, and will indicate receipt by returning a signed copy to the Superintendent's office within five (5) days. If a signed copy is not returned, the school district will contact the professional employee to verify receipt of such material. If the document remains unsigned, the material shall be filed unsigned. The professional employee's signature shall indicate only that the report has been read and shall not be interpreted to indicate agreement with the contents.

**23.16** A professional employee may submit to the Superintendent a written statement regarding any material placed in the professional employee's personnel file, together with any materials supporting the written statement. The written statement and supporting materials shall be maintained as part of the professional employee's personnel file.

**23.17** No materials may be removed from the personnel file of any professional employee without the written consent of the Superintendent and the professional employee.

**Article 24. Professional Employee Discipline**

**24.1** A professional employee shall be entitled to have a representative of the Association present during any meeting that may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the professional employee until such representative of the Association is present. If disciplinary action is likely to occur at a given meeting, the professional employee shall be advised immediately of said possibility.

**24.2** No professional employee shall be discharged or disciplined without just cause.

**25. Reduction in Force**

- 25.1** If it is necessary to reduce the number of professional employees employed by the District for legitimate reasons such as a substantial decrease in student enrollment or reduced funding, the School Board may lay off or reduce professional employees. The School Board will make every reasonable effort to minimize the effect of reduction in force on professional employees by absorbing as many positions as possible through attrition (retirements, resignations, refusals to contract, or leaves of absence). The School Board, in determining which professional employees shall be laid off or reduced to part time, will take the following into equal consideration: the job performances of each individual, as established through a review of the written Professional Employee Evaluation; areas of certification; specialized area(s) of training needed for the continuation of District instructional programs; seniority in the District; and level of educational attainment.
- 25.2** Seniority shall be determined only by the number of years as a duly-certified professional employee of the Inter-Lakes School District.
- 25.3** The School Board and the Association shall collaboratively create and maintain a database that lists each professional employee's area(s) of certification, specialized area(s) of training, seniority in the District, and level of educational attainment. This database will be updated annually. The administration will create and distribute an annual list of specialized areas of training needed for the continuation or implementation of District instructional programs. This list will be developed annually by June 1<sup>st</sup> for the upcoming school year.
- 25.4** Professional employees who are laid off or reduced shall be reinstated in inverse order of their being laid off or reduced for any vacancy for which they carry the appropriate certification. Reinstatement shall not result in a loss of credit for previous years of experience both within the District and elsewhere. Rights to reinstatement shall be in effect for three years and ninety days from the last day of employment within the District.
- 25.5** No new or substitute appointments may be made while there are laid off or

reduced professional employees who are qualified and certified to fill any vacancy and willing to accept the available assignment.

- 25.6** Seniority for years of part-time employment shall be pro-rated and cumulative. There shall be no seniority among temporary professional employees.
- 25.7** The Association shall be notified and the School Board shall give written notice of recall by sending a registered or certified letter to said professional employee, at his/her last known address. If a professional employee fails to sign and return a contract within the specified time frame, said professional employee shall be considered as a voluntary resignation, thereby terminating the individual's professional employee contract and any other employment relationship with the School Board.

**Article 26. Transfer, Assignment, Reassignment**

- 26.1** For the purpose of this article, transfer shall be defined as moving a professional employee from one school, grade or position to another or, at the elementary level, moving a professional employee from one grade to another.
- 26.2** All open positions will be posted in all school buildings and on the District website as soon as they become available.
- 26.2.1** As a result of the posting, volunteers may apply. The Superintendent shall consider all volunteers before making any involuntary transfers.
- 26.3** Professional employees who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent no later than May 1. The Superintendent shall retain such request on file for a full calendar year after such a request is made. Such statement shall include the grade and/or subject to which the professional employee desires to be assigned, in order of preference, and reason for change. All requests will be acknowledged in writing. Seniority, the individual's qualifications and system-wide balance of experience and inexperience, as well as the desire of the professional employee, shall be considered. The final decision pertaining to assignments rests with the Superintendent of Schools.

- 26.4** If the Superintendent decides to transfer a professional employee:
- a. The professional employee will be given as much prior notice as possible in writing.
  - b. The professional employee may, within ten (10) school days of receipt of such notice, request in writing a meeting with the Superintendent.
  - c. Within ten (10) school days of receipt of such request, the Superintendent and/or his designee shall meet with the professional employee. The professional employee may be accompanied by a representative of the Association or other chosen representative.
  - d. At that meeting, the professional employee will be given the reason for the transfer, and the transfer will be discussed.
  - e. A good faith effort shall be made to consider the wishes of the professional employee.
  - f. Within ten (10) school days of such meeting, the Superintendent shall notify the professional employee involved and the School Board of his/her decision.
- 26.5** As soon as practicable, and no later than the last two weeks of school, the appropriate administrator shall notify individual professional employees of their tentative assignments for the ensuing year.
- 26.6** In order to assure that pupils are taught by professional employees working within their areas of competence, professional employees will not generally be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.
- 26.7** Notice of all open certified positions in the Inter-Lakes School District shall be posted in the schools and on the district website. The posting notice shall set forth the qualifications for the position. Individuals interested in applying for the position shall do so in the manner prescribed in the notice, within five (5) days, after the date of the notice. No permanent appointment to a position shall be made, until five (5) days after notice has been issued. Any professional employee who applies for a position will:
- a. Receive notice of receipt of his/her application.



- b. Receive notice of the decision on his/her application.

**Article 27. Grievance Procedures**

- 27.1** Definition: A "grievance" shall mean an alleged violation, misinterpretation or misapplication with respect to one or more professional employees of any provision of the collective bargaining agreement. See RSA 273-A:1(V).
- 27.2** Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare and/or working conditions of the professional employees. Both parties agree that these procedures will be kept informal and confidential at any level of the procedure.
- 27.3** A grievance to be considered under this procedure must be initiated by the professional employee, the Association or the School Board within ten (10) school days of its known occurrence. The professional employee will present the grievance to the administrator whose action is the subject of the grievance during non-instructional time with the objective of resolving the matter informally. If the grievance is not resolved through this informal process, the professional employee may proceed to Level 1 by submitting the grievance in writing to the Administrator within ten (10) school days of the informal meeting. The Administrator shall provide a copy to the Association building representative.
- 27.4** Procedure: If a grievance concerns another professional employee, that professional employee must be notified in writing that action is being taken. After the informal meeting, all grievances and decisions on all levels must be in writing. It is understood that all professional employees shall, at the discretion of the School Board, with full salary during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the School Board until such grievance and any effect thereof shall have been fully determined. Should a grievance extend beyond the school year, the procedure shall continue as prescribed. It is the intent of the parties to proceed to resolution of grievances in an expeditious manner.
  - 27.4.1** Grievances submitted by the Association shall be filed at the appropriate

level. Grievances initiated by the School Board, or its designee, shall be submitted in writing to the President of the Association. The Association shall advise the School Board of its position in writing within ten (10) school days. Disputes not resolved in this manner shall be submitted directly to Level Four.

- 27.5** The grievant may be represented at all levels of the grievance procedure, at his/her option, by himself/herself or by his/her chosen representative, or by a representative selected by the Association. The Association shall have the right to be present and participate at all levels of the grievance procedure and shall receive a copy of all decisions rendered.
- 27.6** Level One: The Administrator shall respond in writing to all parties involved within five (5) days of receipt of the written grievance.
- 27.7** Level Two: If the grievance is not resolved at Level One, it must be submitted in writing within five (5) days to the Superintendent. The Superintendent, the aggrieved professional employee and/or his/her chosen representative shall meet within a reasonable time in an attempt to resolve the matter and the Superintendent shall render his/her decision, in writing, to the aggrieved and the Association within ten (10) days.
- 27.8** Level Three: If the grievance is not resolved at Level Two, the professional employee shall have the right to file said grievance with the Secretary of the School Board within five (5) days of the decision rendered in Level Two. The School Board shall conduct a grievance meeting within a reasonable time in an attempt to resolve the matter, and the School Board shall render its decision, in writing, to the aggrieved professional employee and the Association within ten (10) days.
- 27.9** Level Four: If not resolved at Level Three, the grievance may be submitted to binding arbitration or to the New Hampshire Courts. The aggrieved, through an election of forum, must choose (in writing) either arbitration or the Courts (and in doing so is then precluded from attempting to follow the second route also). If the grievance is submitted to arbitration, the following procedure shall apply. The School Board shall be notified in writing within ten (10) days after the date of its

decision that the grievance is being submitted for arbitration. The following procedure shall be used to secure the services of an arbitrator:

**27.9.1** The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days, the Public Employee Labor Relations Board (PELRB) will be notified and requested to submit a roster of persons qualified to function as arbitrator.

**27.9.2** If the parties are unable to determine within ten (10) days of receipt of the list, a mutually satisfactory arbitrator, the PELRB may be requested by either party to designate an arbitrator.

**27.9.3** The arbitrator shall limit him/herself to the issues submitted to him/her. The arbitrator shall be bound by, and must comply with, all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding.

**27.9.4** The School Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

**27.9.5** The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the School Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

**27.10** All interested parties shall have the right to be represented by counsel of their own choosing, to present such witnesses and documentary evidence as may be pertinent, and to cross examine witnesses offered by other parties.

**27.11** All parties shall be afforded the opportunity for oral arguments and shall be permitted to file written briefs. Copies of all briefs, notices and requests shall be furnished to the opposing parties.

**27.12** Any and all deadlines set forth in this Article may be extended by mutual agreement of the parties. Any step of the grievance process may be waived by mutual agreement of the parties. The grievance shall be considered resolved if

one of the parties involved has not responded before the time period for appealing has passed.

- 27.13** Documents, communications, or records concerning the processing of a grievance shall not be placed in a professional employee's personnel file, except as mutually agreed by the parties; nor forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. There shall be no retaliation in any form taken against a professional employee for filing a grievance.

**Article 28. Miscellaneous**

**28.1 Tuition Free for Non-Resident Professional Employee Children**

Non-resident professional employees may enroll their children tuition free in the District in accordance with School Board policies, e.g., School Board policy #5118, Non-Resident Admission. This provision is not grievable.

**Article 29. Entire Agreement Clause**

- 29.1** This Agreement supersedes previous Agreements, based on alleged past practices, between the School Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing.

## Appendix A

### 2017-2018 Inter-Lakes Salary Schedule

Step	BA	MA	MA+30
1	39,901	45,080	47,669
2	42,490	47,669	50,259
3	45,080	50,259	52,849
4	47,669	52,849	55,438
5	50,259	55,438	58,028
6	52,849	58,028	60,617
7	55,438	60,617	63,207
8	58,028	63,207	65,796
9	60,617	65,796	68,386
10	63,207	68,386	70,976

## 2017-2018 Inter-Lakes Longevity Salary Schedule

Step	BA	MA	MA+30
11	63,825	69,004	71,594
12	64,444	69,623	72,212
13	65,062	70,241	72,831
14	65,681	70,860	73,449
15	66,299	71,478	74,068
16	66,918	72,097	74,686
17	67,536	72,715	75,305
18	68,155	73,334	75,923
19	68,773	73,952	76,542
20	69,391	74,571	77,160
21	70,010	75,189	77,779
22	70,628	75,808	78,397
23	71,247	76,426	79,016
24	71,865	77,044	79,634
25	72,484	77,663	80,252
26	73,102	78,281	80,871
27	73,721	78,900	81,489
28	74,339	79,518	82,108
29	74,958	80,137	82,726
30	75,576	80,755	83,345
31	76,195	81,374	83,963
32	76,813	81,992	84,582
33	77,431	82,611	85,200
34	78,050	83,229	85,819
35	78,668	83,848	86,437
36	79,287	84,466	87,056
37	79,905	85,084	87,674
38	80,524	85,703	88,292
39	81,142	86,321	88,911
40	81,761	86,940	89,529
41	82,379	87,558	90,148
42	82,998	88,177	90,766
43	83,616	88,795	91,385
44	84,235	89,414	92,003
45	84,853	90,032	92,622
46	85,471	90,651	93,240
47	86,090	91,269	93,859
48	86,708	91,888	94,477
49	87,327	92,506	95,096
50	87,945	93,124	95,714
51	88,564	93,743	96,332
52	89,182	94,361	96,951
53	89,801	94,980	97,569

## Appendix B

### 2018-2019 Inter-Lakes Salary Schedule

Step	BA	MA	MA+30
1	40,898	46,207	48,861
2	43,553	48,861	51,516
3	46,207	51,516	54,170
4	48,861	54,170	56,824
5	51,516	56,824	59,478
6	54,170	59,478	62,133
7	56,824	62,133	64,787
8	59,478	64,787	67,441
9	62,133	67,441	70,096
10	64,787	70,096	72,750

## 2018-2019 Inter-Lakes Longevity Salary Schedule

Step	BA	MA	MA+30
11	65,421	70,730	73,384
12	66,055	71,363	74,018
13	66,689	71,997	74,652
14	67,323	72,631	75,286
15	67,957	73,265	75,920
16	68,591	73,899	76,553
17	69,224	74,533	77,187
18	69,858	75,167	77,821
19	70,492	75,801	78,455
20	71,126	76,435	79,089
21	71,760	77,069	79,723
22	72,394	77,703	80,357
23	73,028	78,337	80,991
24	73,662	78,971	81,625
25	74,296	79,604	82,259
26	74,930	80,238	82,893
27	75,564	80,872	83,527
28	76,198	81,506	84,161
29	76,832	82,140	84,794
30	77,466	82,774	85,428
31	78,099	83,408	86,062
32	78,733	84,042	86,696
33	79,367	84,676	87,330
34	80,001	85,310	87,964
35	80,635	85,944	88,598
36	81,269	86,578	89,232
37	81,903	87,212	89,866
38	82,537	87,845	90,500
39	83,171	88,479	91,134
40	83,805	89,113	91,768
41	84,439	89,747	92,402
42	85,073	90,381	93,035
43	85,707	91,015	93,669
44	86,340	91,649	94,303
45	86,974	92,283	94,937
46	87,608	92,917	95,571
47	88,242	93,551	96,205
48	88,876	94,185	96,839
49	89,510	94,819	97,473
50	90,144	95,453	98,107
51	90,778	96,087	98,741
52	91,412	96,720	99,375
53	92,046	97,354	100,009
54	92,680	97,988	100,643



**Appendix C**  
**2019-2020 Inter-Lakes Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
1	41,921	47,362	50,083
2	44,641	50,083	52,803
3	47,362	52,803	55,524
4	50,083	55,524	58,245
5	52,803	58,245	60,965
6	55,524	60,965	63,686
7	58,245	63,686	66,407
8	60,965	66,407	69,127
9	63,686	69,127	71,848
10	66,407	71,848	74,569

## Appendix C

### 2019-2020 Inter-Lakes Longevity Salary Schedule

Step	BA	MA	MA+30
11	67,056	72,498	75,218
12	67,706	73,148	75,868
13	68,356	73,797	76,518
14	69,006	74,447	77,168
15	69,656	75,097	77,818
16	70,305	75,747	78,467
17	70,955	76,396	79,117
18	71,605	77,046	79,767
19	72,255	77,696	80,417
20	72,904	78,346	81,066
21	73,554	78,996	81,716
22	74,204	79,645	82,366
23	74,854	80,295	83,016
24	75,504	80,945	83,665
25	76,153	81,595	84,315
26	76,803	82,244	84,965
27	77,453	82,894	85,615
28	78,103	83,544	86,265
29	78,752	84,194	86,914
30	79,402	84,843	87,564
31	80,052	85,493	88,214
32	80,702	86,143	88,864
33	81,351	86,793	89,513
34	82,001	87,443	90,163
35	82,651	88,092	90,813
36	83,301	88,742	91,463
37	83,951	89,392	92,113
38	84,600	90,042	92,762
39	85,250	90,691	93,412
40	85,900	91,341	94,062
41	86,550	91,991	94,712
42	87,199	92,641	95,361
43	87,849	93,290	96,011
44	88,499	93,940	96,661
45	89,149	94,590	97,311
46	89,798	95,240	97,960
47	90,448	95,890	98,610
48	91,098	96,539	99,260
49	91,748	97,189	99,910
50	92,398	97,839	100,560
51	93,047	98,489	101,209
52	93,697	99,138	101,859
53	94,347	99,788	102,509
54	94,997	100,438	103,159
55	95,646	101,088	103,808

## Appendix D

### Co-Curricular Salary Schedule

Level/Description	% of BA Step 1	Salary 2017-2018 \$39,901	Salary 2018-2019 \$40,898	Salary 2019-2020 \$41,921
<b>Level I</b>	11%	4,389	4,499	4,611
High School Band, Varsity Football, Varsity Basketball, High School Chorus, High School Theatre, High School Yearbook				
<b>Level II</b>	9.5%	3,791	3,885	3,982
Varsity Baseball, JV Football, JV Basketball, Varsity Cross Country, Varsity Ski Coach Alpine and Nordic, Varsity Soccer, Varsity Softball, Varsity Track, Varsity Volleyball				
<b>Level III</b>	7.5%	2,993	3,067	3,144
JV Baseball, Varsity Golf, High School Math Team, High School Newspaper, Senior Class Advisor, JV Soccer, JV Softball, High School Spirit, Varsity Tennis, JV Volleyball				
<b>Level IV</b>	5.5%	2,195	2,249	2,306
MT Baseball, MT Basketball, Freshman Basketball, MT Cross Country, Destination Imagination Team, MT Drama Coach, MT Golf, National Honor Society, Outing Club, MT Ski Coach Alpine and Nordic, MT Soccer, MT Softball, MT Spirit, High School Student Government, MT Track, Freshman Volleyball, MT Volleyball				
<b>Level V</b>	4.0%	1,596	1,636	1,677
MT/Elementary Band, Elementary & SCS Chorus, High School Floor Hockey				
<b>Level VI</b>	3.0%	1,197	1,227	1,258
High School & MT Art Club, Drama Coach (4 <sup>th</sup> Grade Play), Drama Coach (SCS), FBLA Advisor, MT Floor Hockey, Freshmen-Sophomore-Junior Class Advisors, Math Club 6, Math Club 7/8, SCS 5/6 Newspaper, MT Student Council, SCS Student Council, MT Yearbook, Student Council 5/6				

## Appendix E

### Professional Employee Evaluation Levels (PEEL)

The criteria for the evaluation levels are applied to each single evaluation and are not to be used cumulatively. The following levels are used for observation and evaluation:

- Level 1 – professional employees will be observed and evaluated every year.
- Level 2 – professional employees will be observed and evaluated once every two years.
- Level 3 – professional employees will be observed and evaluated once every three years.
- Non-tenured – professional employees will be observed twice (2) a year and evaluated every year.
- Focused Assistance – professional employees will be observed as frequently as determined by the administrator and will be evaluated every year.

**LEVEL 1** – A professional employee previously on Focused Assistance or previously Non-Tenured will be placed on Level 1 by meeting the following criteria:

- No UNSATISFACTORY scores
- No more than three (3) BASIC scores
- No more than two (2) BASIC scores in any one domain

**LEVEL 2** – A professional employee will be placed on Level 2 by having no UNSATISFACTORY scores and meeting the following criteria for each of the past two evaluations:

- All scores of ACCOMPLISHED or
- At least two (2) DISTINGUISHED scores and no more than two (2) BASIC scores

**LEVEL 3** – A professional employee will be placed on Level 3 by meeting the following criteria for each of the past two (2) evaluations:

- No UNSATISFACTORY scores
- No BASIC scores
- At least five (5) DISTINGUISHED scores

#### Grandfathering Guidelines

Upon ratification, professional employees will be placed on an evaluation level as determined below by their 2001-2002 evaluation and their years of experience:

- Non-Tenure: Any non-tenured professional employee.
- LEVEL 1: Tenured professional employee who meets the Level 1 PEER requirements.
- LEVEL 2: Tenured professional employee who has a minimum 3 years experience and meets the Level 2 PEER requirements. The professional employee shall be observed and evaluated once within this initial two-year period and then every other year thereafter.
- LEVEL 3: Tenured professional employee who has a minimum 6 years experience and meets the Level 3 PEER requirements. The professional employee shall be observed and evaluated once within this initial three-year period and then every third year thereafter.
- As of July 1, 2002, professional employees new to the district shall be observed every year for three (3) years and then placed on the Evaluation Level appropriate with the years of experience and PEER scores as listed above.

The principals shall give the professional employees placed on Levels 2 and 3 the opportunity to state their preference for the year of the initial observation and evaluation. Preferences will be granted based upon seniority in the district. Any professional employee scoring at least one BASIC in the 01-02 school year evaluation may request an observation/evaluation for the 02-03 school year.

## Appendix E

### Professional Employee Evaluation Glossary (PEEG)

#### **Curriculum**

Written document as defined by the Inter-Lakes School District and/or state or national standard.

#### **Content**

Area of specialization (i.e., English, Social Studies) or the vehicle through which curriculum is developed.

#### **High-Level Learning**

As per Bloom's Taxonomy.

#### **School and District Resources**

Personnel and materials available to assist in teaching learning. Examples include: guidance counselors, nurses, special education staff, behavior specialists, administrators, librarians, professional development collections, iBooks and other technology, the World Wide Web, audio visual materials, software.

#### **Involves Students in Thinking About Their Own Learning**

Engaging students in a systematic review of their own performance for the purpose of improving that performance or comparing oneself against established criteria. There is evidence that students contribute to the development of the criteria and standards.

#### **Reflects on Teaching**

Professional employees constantly raise the question, "Why do I teach as I do and what difference does it make in the learning of my students?"

#### **School Community**

Elements are relationship with colleagues, service to the school and participation in school and district projects.

#### **Collaboration**

Professional employees working together as a community of professionals toward a common vision of teaching and learning that transcends individual classrooms, grade levels, and departments. Examples of collaboration include formal and informal meetings of professional employees to examine student work together, to share effective classroom practices, or to observe and critique each other's teaching.

#### **Appropriate**

What is appropriate should be evaluated from the perspective of an objective, reasonable person. That is, would a reasonable person under similar circumstances deem the action appropriate.

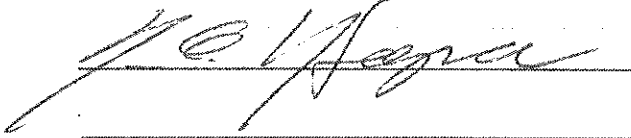
#### **Professionalism**

Consists of appropriate appearance, demeanor, self-control and ethical behavior.

**Agreement**

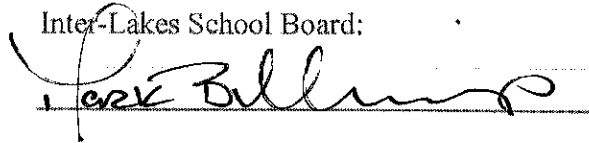
- A. The School Board and the Association agree that this Agreement and its provisions shall take effect on July 1, 2017, and shall remain in effect until midnight, June 30, 2020.
- B. The parties agree that negotiations for a new Agreement shall take place in accordance with RSA 273-A. Negotiations **may** take place prior to the termination of this Agreement starting April 1, 2019.

Inter-Lakes Education Association:

  
\_\_\_\_\_

Date 05-17-2017

Inter-Lakes School Board:

  
\_\_\_\_\_

Date 05-16-17

