

AGREEMENT

between

AMHERST SCHOOL BOARD

and

AMHERST EDUCATION ASSOCIATION

JULY 1, 2018

To

JUNE 30, 2022

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**ARTICLE I  
AGREEMENT**

- 1.1 This Agreement entered into this the 1<sup>st</sup> day of July 2018 by and between the Amherst School Board, hereinafter called the "Board", and the Amherst Education Association, affiliated with NEA-NH and the National Education Association, hereinafter called the "Association".
- 1.2 This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matter covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified. The parties agree that during the negotiation which culminated in this Agreement, each party enjoyed and exercised without coercion, intimidation or other limitations, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understanding and Agreement derived after the exercise of that right and opportunity are set forth herein.
- 1.3 This Agreement shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

**ARTICLE II  
DEFINITIONS**

- 2.1 SCHOOL: The term "school" is defined as any work location or functional division maintained by the Board where instruction as required by the state is offered to the children enrolled in the Amherst School District.
- 2.2 TEACHER: The term "teacher" is defined as all regularly salaried classroom teachers, librarians, speech therapists, occupational therapists, school psychologists, guidance counselors and nurses. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers".
- 2.3 BOARD: The term "Board" means the Amherst School Board, or any of its agents.
- 2.4 Whenever the singular is used in the Agreement, it is to include the plural.

**ARTICLE III  
RECOGNITION**

- 3.1 The Board recognizes the Association for the purposes of collective negotiations pursuant to RSA 273:A as the exclusive representative of all regularly salaried teachers of the Amherst School District, as certified by the New Hampshire Public Employee Labor Relations Board, and excludes all other employees.
- 3.2 If any new teacher position is created during the life of this Agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.
- 3.3 Notwithstanding any other provision in this Agreement, the School Board has sole jurisdiction, authority and discretion to contract with individuals, companies or agencies to provide services that otherwise would be provided by speech therapists, psychologists and occupational therapists.

**ARTICLE IV  
SCOPE OF AGREEMENT**

- 4.1 The parties understand that the Board and Superintendent may not lawfully delegate powers, discretions and authorities which by law, or State Board of Education regulation are vested in them, and this Agreement shall not be construed so as to limit or impair their respective powers, discretions and authorities. Agreements reached pursuant to Article V hereof, shall not constitute a waiver and shall not be construed in derogation of such powers, duties and authorities. This Agreement covers all matters negotiated between the Board and the Association.
- 4.2 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 4.3 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the Amherst School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, or in the application or administration of the Agreement on the basis of race, creed, color, religion, gender, sexual orientation, age, national origin, domicile, marital status, disability, membership and/or activity in the Association.



**ARTICLE V**  
**PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 5.1 On or before September 8th of the school year in which this Agreement expires, the Association may notify the Board of its desire to terminate or modify the terms and conditions of this Agreement. Such notification shall be made in writing by certified mail, return receipt requested, and is subject to compliance with Articles III and XX of the contract and RSA 273:A. If proper notice is given, the parties shall no later than September 30th meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and Agreement. During negotiations the committee of the Board and the committee of the Association will present relevant data, exchange points of view, and make proposals and counter proposals.
- 5.2 The Negotiating Committees of the Board and the Association shall have the authority to reach a complete Agreement, subject to ratification by the Board and by qualified voting members of the Association covered by this Agreement.
- 5.3 The Board and the Association agree that non-confidential information each has in its possession shall be made available to the other as is reasonably requested.
- 5.4 Any Agreement reached shall be reduced to writing and signed by the Board and Association.
- 5.5 Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Amherst School District Annual Meeting or any Special School District Meeting called for such purpose. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. If the funds necessary to implement said Agreement are reduced by the voters, the Board may opt to have the Association return to the bargaining table. It is understood that should the Board exercise its option under this section, the Association shall comply and the entire Agreement shall be subject to renegotiation.
- Cost items for all the years of a new agreement will be submitted in the same warrant article (i.e., "Sanbornized"). On the warrant for an annual meeting that includes an article for approval of a new collective bargaining agreement, the School Board also will include a warrant article per RSA 197:3 III, which requests voter authorization of a special meeting without petitioning the Superior Court in the event that the annual meeting amends or rejects that cost items associated with the new collective bargaining agreement.
- 5.6 If, after discussion of all negotiable matters, the parties fail to reach an Agreement, either party may declare impasse in writing. The impasse procedure shall be that outlined in RSA 273:A.

**ARTICLE VI  
ASSOCIATION RIGHTS**

- 6.1 The Association will have the right to use school buildings at reasonable times without cost for meetings. Request for the use of buildings will be made to the principal in advance.
- 6.2 The Association will, upon request in advance, be given an opportunity to present brief reports and announcements at building faculty meetings.
- 6.3 The Association will, upon request in advance, be given a place on the agenda of the orientation program for all teachers.
- 6.4 The Association will have the right to post notices of its activities and matters of teachers' concern in the teachers' rooms and shall continue to have the use of the teachers' mailbox system.
- 6.5 On or before October 15, the Association will submit to the Superintendent's Office at one time, all dues deduction authorization forms (see Appendix E, state of authorization of dues for membership in the Association, the NEA-NH and the National Education Association). The Board agrees to deduct these dues from the salaries of teachers and to forward such deductions to the Association treasurer within five (5) working days of the issuance of payroll checks. Thereafter, the Board shall be held harmless in all claims in connection therewith.
- Professional dues deductions begin no later than the first pay period in November and continue with deductions taking place during the next 14 consecutive pay periods for a total of 15 pay periods. If an employee leaves the District before full dues authorized have been deducted, the balance shall be collected by the Board from the employee's final pay check.
- 6.6 The Association may, with permission from the building principal, use equipment normally used by teachers for Association activities. However, expendable materials will be at the expense of the Association.
- 6.7 Rights granted to the Association under this Article VI shall not in the judgment of the Board, be disruptive or injurious to the Amherst School District, its students, the faculty, or administration, nor in violation of any provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 6.8 Association members will have the right to be contacted at their school by mail or by phone concerning Association business, providing that such contacts cause no interruptions in teachers' duties.



- 6.9 Designated Association representatives to the NEA-NH Assembly of Delegates shall be granted professional leave to attend the one-day Assembly. As per NEA-NH bylaws Article VI-2-B.
- 6.10 A teacher who does not join the Association shall pay a representation fee. Said representation fee shall be determined by the Association and shall not exceed actual membership dues. Members of the bargaining unit who are not members of the Association may, if they wish, pay the representation fee through payroll deductions by submitting to the Superintendent's Office, on or before October 15, representation fee deduction authorization forms (See Appendix E). The Board agrees to deduct these representation fees from the salaries of teachers who authorize payroll deductions and to forward such deductions to the Association Treasurer within five (5) working days of the issuance of payroll checks. Thereafter, the Board shall be held harmless in all claims in connection therewith.

Representation fee deductions shall begin no later than the first pay period in November and continue with deductions taking place during the next 14 consecutive pay periods for a total of 15 pay periods.

The Association, and not the School District, shall be responsible for collecting representation fees from teachers who do not authorize payroll deductions.

## **ARTICLE VII MANAGEMENT RIGHTS**

- 7.1 Except as otherwise provided in this Agreement, the Board reserves to itself sole and exclusive jurisdiction and authority over matters of policy and retains the unrestricted right to:
- A. Direct and manage all activities of the School District;
  - B. Direct the work of its employees;
  - C. Hire, demote, transfer and assign, terminate and retain employees;
  - D. Maintain efficiency of the school operations;
  - E. Take any action necessary to carry out the mission of the School District;
  - F. Determine the methods, means and personnel by which operations of the School District are to be carried out;
  - G. Create a combination teaching and administrative position generally on a level of, but not limited to, principal or assistant principal, thus rendering any teacher so affected ineligible to remain in the bargaining unit.

**ARTICLE VIII  
TEACHER EMPLOYMENT**

- 8.1 All teachers except nurses will be employed in accordance with the contract found in Appendix A unless otherwise stipulated by State Law. Nurses and other non-teacher professional employees will be employed according to the contract found in Appendix B.
- 8.2 The school year for teachers will begin no sooner than six (6) days before Labor Day. The September 1<sup>st</sup> to June 30<sup>th</sup> time line will be adjusted so that the same number of days are included if school starts before September 1<sup>st</sup>. A calendar committee comprised of representatives from all Amherst schools, Mont Vernon, and Souhegan Cooperative High School will recommend each year's calendar.
- 8.3 If the Board implements a calendar with 175 student days, the length of the teacher's on-site work day shall begin fifteen (15) minutes before each school's starting time and extend twenty-five (25) minutes after each school's earliest dismissal time, except as otherwise required by the building principal. If the Board implements a calendar with 180 student days, the teacher's on-site work day shall begin fifteen (15) minutes before each school's starting time and extend thirty (30) minutes after each school's earliest dismissal time, except as otherwise required by the building principal. The on-site work day for nurses will be 7 hours and 45 minutes if a calendar with 175 student days is used, and 7 hours and 30 minutes if a calendar with 180 student days is used. The teacher and the Superintendent, or the Superintendent's designee, may mutually agree to adjust these times due to special circumstances or days preceding vacations and holidays.

The Board agrees that during the life of the present contract, if a calendar with 175 student days is used, it will not increase the student instructional day by more than ten (10) minutes from what it was during the 2014-15 school year if it has to make adjustments for bus schedules. No more than five (5) minutes will be added during any one year.

If a calendar with 180 student days is used, the length of the student day will revert to what it was during the 2013-14 school year; however, if adjustments for bus schedules are required, the student day will not increase by more than ten (10) minutes over the life of the present contract and no more than five (5) minutes will be added during any one year.

For 2014-15, the Amherst Middle School student day will be 6 hours and 54 minutes, and the Clark-Wilkins student day will be 6 hours 40 minutes.



- 8.4 The Board agrees that each teacher will have a continuous duty-free lunch period, at least equal to a student's lunch period. Circumstances allowing, teachers may leave school grounds during this time provided that the teacher signs out and in at the office. Counselors and nurses cannot be guaranteed a continuous duty-free lunch because of the very nature of their work.
- 8.5 Planning time is essential to proper organization and management of a classroom, consistent with the overall needs of the building and the children. Every effort will be made to assure that teachers will have at least one planning period each day, during the student school day. Normally teachers will have a duty-free planning period but may be required to monitor hallways during passing times. The nature of the work of counselors and nurses dictates that their planning time be flexible.
- 8.6 The District will make every attempt to find suitable substitutes during the absence of a teacher. In the event no suitable substitute can be found and a teacher teaches a period above and beyond normal classroom duty, the teacher will be paid at a rate of twenty-three dollars (\$23.00) per period. This does not apply to counselors and nurses.
- 8.7 Long-term Teacher Substitute. A per period salary adjustment in the amount of  $\frac{1}{184}$  of a teacher's base compensation divided by 7.19 will be used to calculate the salary a teacher will receive for teaching an extra class (example:  $\frac{\$45,000}{184/7.19} = \$34.01$  per period).

The above compensation is for situations that include but are not limited to the following:

- Creation of an extra class of an academic discipline due to increased student enrollment.
- Specific student(s) academic need as deemed necessary by the Amherst School District administration and/or an IEP.
- Extended illness of a teacher in which other teacher(s) volunteer to assume a portion of the absent teacher's work load.

In all cases, long-term assignments must be approved in writing by the building principal in advance and the compensated teacher will be expected to plan lessons, teach lessons and assess students. The compensation is for a period of time assigned by the building principal.

The teacher will submit a weekly time card and this compensation will be included in the biweekly salary. The superintendent or designee will review the need for the above arrangement on an as needed basis. Either party may terminate the obligation with a two-week notice.

- 8.8 Teaching contracts will be distributed, signed and returned within 20 school days. If the contract is not returned within 10 school days, the employee will be contacted in person and in writing with notification to the AEA. If the contract is not returned by the end of the 20th school day, the position is considered a vacancy.
- 8.9 After-school meetings that a building principal requires the school's whole staff to attend for purposes such as staffing meetings, professional development or distribution of information shall not exceed fifteen (15) per year.
- Any such after-school meetings shall commence within twenty (20) minutes after the end of the AMS student school day or within thirty (30) minutes of the end of the Wilkins student school day and shall be approximately sixty (60) minutes in length or less.
- A tentative agenda for all staff meetings will be provided to teachers at least twenty-four (24) hours prior to the meeting. Building principals shall determine the meeting agenda, however an opportunity will be provided for teachers to suggest agenda items.
- Nothing in these guidelines is intended to impede building principals' ability to hold emergency meetings when circumstances require.
- 8.10 If a teacher is aware of an unsafe condition or unsafe act, it should be reported immediately to a supervisor for action. The supervisor will respond within five working days and will follow up until a final decision or correction is made.
- 8.11 Indoor air quality and water quality test results will be shared with the Association within ten (10) business days of receipt.

## **ARTICLE IX TEACHER EVALUATION**

- 9.1 Methods of evaluation will be refined through ideas and recommendations jointly submitted to the Board by the teachers, building administrators and Superintendent. The Board shall have sole responsibility to determine the means and methods of teacher evaluation.

The current Program Review Committee for Teacher and Leader Effectiveness will recommend evaluation instruments and procedures that are consistent with the New Hampshire Department of Education's Model Educator Support and Evaluation System.

- 9.2 Observation of the work performance of a teacher will be conducted openly. Formal observation sessions shall be with the full knowledge of the teacher. All other observations of the teacher's work performance which are to be made part of the teacher's file will be made known to the teacher.
- 9.3 A teacher shall be given a copy of any class visit or evaluation report prepared by the evaluators within five (5) school days after the observation. The teacher shall acknowledge the reading of an evaluation by signing the actual copy to be filed, with the understanding that such signature merely signifies the teacher has read the material to be filed. Such signature does not necessarily indicate agreement with the content nor shall the refusal to sign prevent such material from being placed into and remaining in the file.

After any written evaluation, a conference will be held upon request of either party to the evaluation to discuss the report with the teacher involved. This shall be done within three (3) school days following the receipt of the report.

- 9.4 Any complaint regarding a teacher made to any member of the administration by a parent, student, employee or other person which may be used in any manner in evaluating a teacher shall be investigated by the administration. Unsubstantiated complaints shall not be placed in the teacher's file.
- 9.5 The teacher upon twenty-four (24) hours' notice shall have the right to review and respond to any material filed in that teacher's personnel file with the exception of references which the teacher has waived (in writing) the right to review. The teacher's written response to any material shall be reviewed by the Superintendent and attached to the file copy.
- 9.6 The teacher shall be given a copy of any material without the teacher's signature which is placed in the teacher's personnel file, and that material will be clearly marked "copy to personnel file".
- 9.7 A teacher may have a member of the Association present when being warned or disciplined for any serious infraction of rules or delinquency in performance. Normally, disciplinary action will be progressive and reasonably related to the nature of any proven offense. The administration shall inform the teacher in advance if the meeting is disciplinary in nature.



**ARTICLE X  
LEAVES OF ABSENCE**

10.1 **Sick Leave.** Teachers shall be granted an annual sick leave of fourteen and six/tenths (14.6) days without loss of pay; for part-time employees, the number of days shall be prorated. Such leave not used in the year of service shall be accumulated for use in subsequent years up to a total accumulation of 110 days plus the days due in the current school year.

Absence for the teacher's own illness, disability or quarantine caused or contributed to by pregnancy, child birth, or related medical conditions, shall be charged against sick leave, as well as sickness in the immediate family and/or household. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to a teacher's health shall be allowed as sick leave when such treatment or examinations must be made during the school time.

If a teacher is absent for a period in excess of the accrued sick leave, it will be necessary to appeal to the Sick Leave Bank if applicable, or the Board, for any additional salary consideration. For each actual work day a teacher loses after both standard and additional sick leave allowances are exhausted, a salary deduction will be made in an amount equal to the teacher's annual salary divided by the number of actual working days (184 or 185) in the teacher's year. A teacher may be required to furnish satisfactory medical proof of illness or disability. A teacher whose illness may reasonably be expected to extend for fifteen (15) days or longer must notify the Superintendent in writing as soon as the estimated duration of the absence is reasonably known. For an absence of three and one half (3½) hours or less, a deduction of one half (½) day may be made.

10.2 **Sick Leave Bank.** A voluntary sick leave bank will be established for the benefit of those teachers whose accumulated leave for illness becomes exhausted. Each teacher who chooses to participate will contribute two (2) sick leave days upon their initial enrollment. The number of days in the Bank will be maintained at a minimum equal to the number of teachers enrolled. When such Sick Leave Bank falls one (1) day below this minimum, the enrolled teachers will donate one additional day. The number of days will carry from year to year. An enrolled teacher may draw up to fifteen (15) days from the Bank upon application to the Association. The bookkeeping of the Sick Leave Bank will be administered by the Office of the Superintendent. This Article 10.2 is not subject to the grievance procedure, other than bookkeeping discrepancies.



- 10.3 **Sick Day Compensation.** When a teacher with ten (10) or more years of service in the Amherst School District terminates employment with the school district, the teacher shall be compensated for all accumulated sick days. Such compensation shall be equal to 35% of the teacher's current per diem rate (including longevity) for each accumulated sick day for teachers with up to 15 years of service; compensation shall be equal to 45% for teachers with 16 or more years of service. However teachers selecting retirement under Section 14.4 will continue to receive 30% and 40%. Such compensation shall be paid by June 30th of the teacher's last year of employment on the condition that notice of termination be given by the teacher no later than January 1 of the school year preceding the year in which employment is terminated. If teachers fail to give the District eighteen (18) months' notice by June 30th of their last year of employment, a good-faith effort will be made to pay this compensation to them by June 30th, but in any event such compensation shall be paid them within thirty (30) days of their last day of employment.
- 10.4 **Bereavement Leave.** Upon approval by principal, up to three (3) days may be granted at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other friend or member of the immediate family, school family, or household. Additional days may be granted by application to the Superintendent. Such leave is not chargeable to sick leave or personal leave.
- 10.5 **Personal Leave.** Teachers shall be allowed three (3) non-cumulative paid personal leave days per school year to conduct important affairs, which cannot be accomplished at any other time. For an absence of three and one-half (3 ½) hours or less, a deduction of one-half (1/2) day may be made.

Additional days under this Section 10.5 with or without pay, shall be granted at the discretion of the Superintendent and such action by the Superintendent shall not be subject to the grievance procedures of this Agreement and excludes such things as social affairs, pleasure trips and recreation.

To be eligible for personal leave under this section, written request shall be presented to the respective building principal at least twenty-four (24) hours prior to any such personal leave, except in an emergency.

Personal leave shall be granted for the day immediately prior to or the day immediately after student vacations, provided the staff member gives a reason that satisfies the criteria of Article 10.5. Student vacations include Labor Day, Columbus Day, Veterans Day, Thanksgiving Recess, Holiday (December) Recess, Martin Luther King/Civil Rights Day, Winter Recess, Spring Recess, and Memorial Day. The Superintendent or the Superintendent's designee shall have the power to grant exceptions in special circumstances to this restriction.

- 10.6 **Jury Duty.** Upon presentation of a court subpoena, a teacher shall be allowed to leave for witness or jury service. The teacher will receive as pay from the School District the difference between the pay for jury duty and/or witness fee and the School District pay.
- 10.7 **Sabbatical.** Upon recommendation by the Superintendent, the Board may grant sabbatical leaves to full- and part-time teachers for study that will enhance the learning and/or teaching process of both the school system and the teacher, subject to the following conditions:
- A. The teacher has completed at least seven (7) full school years of service in the Amherst School District.
  - B. A maximum of the equivalent of one teacher per every fifty full time equivalent staff member or fraction thereof may be granted sabbatical leave each year.
  - C. Application for sabbatical leave must be in the Superintendent's Office not later than November 15 for the following school year. The application shall be in the form of a detailed summary of the project to be undertaken during the sabbatical year.
  - D. Sabbatical leave will be given to teachers who enroll in an accredited college or university and are engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the District. Requests for sabbatical leave on a basis other than a formal program shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. Such requests must contain significant rationale setting forth the value of such leave to the District.
  - E. Decisions granting sabbatical leave will be made by the Board no later than January 1, at which time an eligibility list will be established for those with acceptable proposals not immediately granted such leave. Teachers must accept or refuse the leave by January 31. When a teacher refuses a sabbatical leave, the next teacher on the eligibility list shall be offered the leave.
  - F. All sabbatical leaves shall be for a full year except that the Board may grant the equivalent of a full year sabbatical to two teachers who qualify for the same position if arrangements can be made to hire only one full time teacher replacement during the sabbatical year. Compensation for a teacher on full year sabbatical leave shall be at one half the annual salary of the year in which the sabbatical leave is taken; compensation for two teachers sharing a sabbatical leave shall be at three quarters the annual salary for each teacher who teaches one half year and takes sabbatical leave one half year.



- G. A half-year or full-year sabbatical shall count as one year of teaching experience on the salary schedule. If qualified, the returning teacher may advance to a higher salary track. Unbroken service on the longevity schedule will continue to accumulate during sabbatical leave.
- H. All fringe benefits will be retained during the leave with the exception of accumulated sick leave days which will resume when the teacher returns to full time teaching.
- I. As a condition to receiving final approval for a sabbatical leave, a teacher must file with the Superintendent the provided contract Agreement which stipulates the teacher's return to the Amherst School District for a period of two (2) years after the expiration of the sabbatical leave. If the teacher leaves before completion of the above requirement, the teacher must repay the District an amount pro-rated to the remaining service. Repayment may be deferred only when physical disability is incurred or by mutual consent of the parties involved.
- J. After having received a sabbatical leave, a teacher may apply for a second leave only after seven (7) additional full school years of service in Amherst.
- K. A written report on the sabbatical leave shall be submitted to the Superintendent and the Board upon the completion of the leave.
- L. Teachers on sabbatical will be entitled to professional development reimbursement (Article XVI).

10.8 **Military Leave.** A teacher on military leave during the school year will be paid the difference between the teacher's contract salary and military pay, if lower, when duty cannot be deferred until the summer.

10.9 **Unpaid Leave.** Upon written application to the Superintendent, the Board will grant requests for extended leaves of absence up to one (1) year, without pay or benefits, for such as child-rearing and family care (the term family includes spouse, mother, father, children, brother or sister, through natural relation, adoption and marriage).

To be eligible for such leave the teacher must have taught in the Amherst School District for a minimum of three (3) years. Extensions, renewals, or modifications of leaves may be granted upon the teacher's written request to the Superintendent and the Superintendent's recommendation to the Board and subsequent Board approval.

When a teacher requests a leave of absence in anticipation of disability, the teacher shall inform the Board, through the Superintendent, of the beginning and anticipated ending dates as soon as possible. A teacher's physical condition, as determined by a physician, may warrant an extension or earlier termination. The Board will require a physician's certificate as evidence of the disability and submission of appropriate medical evidence of fitness to return from such leave.

Upon agreement of the insurance carrier, any teacher who is on authorized unpaid leave may be permitted to continue health and life insurance benefits provided under this contract at the teacher's request and sole expense, on condition that the teacher remit the full monthly premium by check payable to the Amherst School District, c/o the Superintendent's Office, no later than the 15th day of the month preceding the month the premium is due.

In the event the teacher fails to remit the premiums due after receiving written notices of payment due, the benefits provided by this article 10.9 shall terminate immediately without further payment-due notices to the teacher, and the teacher may not be re-enrolled in the group insurance plan for which the premiums were being paid until the teacher returns to active service.

All benefits to which a teacher was entitled at the time the leave of absence commenced and which are currently in effect for teachers, including unused accumulated sick leave, shall be restored to the teacher upon return, and the teacher shall be assigned within the scope of the teacher's certification.

Leaves of absence for other reasons may be granted at the sole discretion of the Board.

In the event of authorized unpaid leave the teacher shall retain such service time as was accrued on the date of the authorized unpaid leave and commence further accrual only upon return. A teacher shall not accrue service during such unpaid leave.

- 10.10 **Adoption and Paternity.** A teacher may use up to eight (8) weeks of accumulated sick leave for the purpose of caring for a newly-adopted child. A biological father may use up to ten (10) days of accumulated sick leave for the purpose of caring for his newborn child after the child goes home from the hospital. This leave for paternity and adoption must be taken within the first year of the child's coming into the home.



**ARTICLE XI  
VACANCIES AND TRANSFERS**

- 11.1 Notices of teaching vacancies will be posted on the official bulletin board in each school and sent to the Association as soon as the administration is aware of such vacancies. Such notice shall contain the date of the posting, a description of the position, reason for the vacancy, if by resignation, retirement, sabbatical, or leave of absence, name and location of the school, requirements of the position, name of the person to whom the application is to be returned, and the date by which the application is to be submitted.
- 11.2 A teacher who desires a change in grade and/or subject assignment, or who desires to transfer to another building, may file a written statement of such desire with the Superintendent with a copy to the building principal no later than March 10. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school(s) to which the teacher desires to be transferred, in order of preference.

Teachers already employed in the District and who are deemed by the administration to be qualified and certifiable for the position will be granted an interview.

- 11.3 Teachers whose positions must be changed or transferred will be notified of such transfer in writing as early as possible. When a position must be filled by transfer, it is always more desirable to fill it with a teacher who volunteers for the transfer. Whenever possible, a voluntary transfer will be sought. Teachers affected by a possible transfer will be consulted before the final decision, but the final decision rests with the Superintendent.

**ARTICLE XII  
REDUCTION IN FORCE**

- 12.1 When the Board finds it necessary to reduce the number of certified full time and/or part time positions for reasons of declining enrollments, budget reductions or changes in consolidation of Board authorized programs, the following reduction in force policy will be implemented as outlined in articles 12.2, 12.3, and 12.4.
- 12.2 Notice - As soon as a reduction in force is seriously contemplated, the Superintendent shall notify the President of the Association and all teachers in the specific classification upon which it is contemplated a position will be eliminated. The Board will accept any written presentations regarding the reduction in force from the Association, individual teachers or the public. The decision to implement the reduction in force shall be made at the sole discretion of the Board.

- 12.3 Procedure For Determining Reduction in Force - This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.

The Board will make every reasonable effort to minimize the effect of reduction in force on current district-wide teachers by absorbing as many positions as possible through attrition (retirements, resignations, refusals to contract or leaves of absence). If further reductions in teachers are necessary, the Board shall retain those teachers who will be the best for the school district and the students it serves using the following process:

- A. After teachers have been reduced through attrition and there still exists a need for reduction, these reductions will come first from the non-tenured group of teachers. Non-tenured is defined as not holding continuing contract status under RSA 189:14-a. In identifying which non-tenured teachers to release, the Board shall consider the following factors:
1. Certification;
  2. Experience in certified area or job classification;
  3. Level and quality of academic preparation;
  4. Subject matter competency;
  5. Quality of service to pupils;
  6. Effectiveness in introducing new ideas and improved procedures in the position;
  7. Evidence of professional growth;
  8. Overall effectiveness.

If all of the above factors are equal, then length of unbroken service will be used to make the final determination. Length of unbroken service for the purpose of reduction in force shall mean time the teacher has actually engaged in teaching together with any authorized sabbatical time but not including any unpaid leave time granted pursuant to this Agreement.

- B. After the teachers have been reduced through attrition and reduction of non-tenured teachers, further reductions shall be made from the tenured group. In identifying which teachers to release, the Board shall first lay off those teachers on continuing contract using the following factors and order:
1. Certification;
  2. Highly qualified status (if applicable);
  3. Employees on improvement plans are selected for layoff at the Superintendent's discretion;
  4. The least amount of unbroken years of service for employees not on improvement plans.



A listing of teachers on continuing contract according to their length of unbroken service in the Amherst School District will be maintained by the Board and a copy will be provided to the President of the Association. Length of unbroken service shall be computed as the time from the teacher's first day of work in the District to the date the above listing is initially prepared or subsequently updated. In those cases where these four factors are equal, then other factors such as those listed in Section 12.3(A) may be considered.

- 12.4 Recall Rights - If a teacher's contract is terminated because of reduction in force, that teacher's name will be placed on a recall list for a period of three (3) years. In order to be maintained on the list, the teacher must notify the District annually of a current mail and email address. If a position becomes available during that three-year period and the teacher is certified and qualified to hold that position, the teacher and Association president will be notified electronically via the teacher's last known email address and the president's school email address, or by other electronic means deemed mutually acceptable by the Board and the Association, at least thirty (30) days prior to the anticipated date of employment.

In determining which teachers to recall, the Board will re-appoint teachers in the reverse order of that in which they were laid off. The teacher will accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher will receive a written contract within twenty (20) days of receipt of the teacher's reply. If the teacher does not respond according to procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list. All teachers recalled will return to the school district without losing their unbroken service, sick days or any other benefits accrued at time of separation.

Any transfers, assignments or re-assignments resulting from or involved with a reduction in force will be made at the sole discretion of the Superintendent. In the event of a change of assignment or transfer as a result of the reduction in force, the teacher shall be notified in accordance with Article 11.3 of this Agreement.

**ARTICLE XIII**  
**SALARY**

- 13.1 (A) Salary schedules for teacher base salary are set forth in Appendix C and Appendix G attached hereto. The salary of any teacher covered by the Agreement shall be pro-rated at a one one-hundred-eighty fourth (1/184th) of that teacher's appropriate salary for the number of designated days of employment in a given school year.

The Veterans Salary Schedule (Appendix G) shall exceed the corresponding cell in the Appendix C salary schedule by \$33,000 if the teacher holds a Bachelor's degree or by \$40,000 if the teacher holds a Master's or higher degree.

- (B) Nurses shall be compensated accordingly:

Level 1: A non-degreed Registered Nurse shall be paid 95% of the teacher's Bachelors Scale at the appropriate experience step.

Level 2: A degreed Registered Nurse shall be paid 100% of the teacher's scale at the appropriate experience step.

- 13.2 Placement on the salary schedule shall be in accordance with the teacher's total years of experience, highest degree, and the number of credits earned beyond said degree except as outlined in Article 13.10.

Subject to Section 13.5 and until a teacher reaches the top step of the salary schedule, teachers shall be advanced on the steps of the salary schedule as follows<sup>1</sup>:

- For 2018-19, those teachers whose step placement in 2017-18 was below their total experience because no collective bargaining agreement was in effect for 2016-17 and 2017-18 shall advance 2 steps on the salary schedule, and other teachers shall advance 1 step on the salary schedule.
- For 2019-20, those teachers whose step placement in 2018-19 was below their total experience because no collective bargaining agreement was in effect for 2016-17 and 2017-18 shall advance 2 steps on the salary schedule, and other teachers shall advance 1 step on the salary schedule.
- For 2020-21 and 2021-22, teachers shall advance 1 step on the salary schedule.

<sup>1</sup>For the purposes of this section, teachers will be assigned to one of three categories according to their date of hire. Teachers hired in 2015 or prior will be in the "default" category and will receive two steps in each of the first two years of the agreement to a maximum step of "Max Step 2." Teachers hired in 2016 will receive two steps in the first year of the agreement and one in the second year of the agreement. All other teachers will only receive one step in each year of the agreement.



- 13.3 The employment year for teachers shall be 185 days for new teachers and 184 days for returning teachers as follows:
- (a) one hundred and seventy-five (175) days of student instruction (the board may waive up to 5 of these days for school cancellations due to weather);
  - (b) one (1) orientation day before school opens for returning teachers, two (2) orientation days for teachers new to the district;
  - (c) two (2) days for classroom preparation, the time and place at the sole discretion of the teacher;
  - (d) two (2) parent-teacher conference days: one (1) to be a no school day in the Fall calendar, the other to be held in the Spring at the discretion of the Board either as a compilation of individual conferences arranged by the teacher or as a no school day incorporated in the calendar;
  - (e) two (2) curriculum development/coordination/in-service days;
  - (f) one (1) parents' night for parental orientation to school curriculums and services; or two (2) parents' nights, if required by the building principal, with the second parents' night replacing one (1) parent-teacher conference day required under Section 13.3(d).
  - (g) one (1) day at the end of the school year to complete all close-out procedures, the time and place at the sole discretion of the teacher. The employment year for counselors and nurses shall be determined by the Board, and their salaries shall be prorated on the basis of a 184 or 185 day school year.
- 13.4 All teachers covered by this Agreement shall be paid bi-weekly in twenty-six (26) equal payments, or upon request in twenty-one (21) equal payments. The last check issued in June shall be made up of all salary due the teacher.
- 13.5 The Superintendent shall have the right to withhold, for just cause, all or part of any salary increase to which any teacher covered by the Agreement may be entitled hereunder.
- 13.6 The first check for each school year shall be issued no later than the Thursday immediately after Labor Day.
- 13.7 Extracurricular, interscholastic, and co-curricular positions which the Board offers and which provide an extra earnings opportunity are not considered part of a teacher's normal duties and responsibilities and are not treated as part of this Agreement. Qualified teachers who may now or in the future contract with the Board to perform any such extracurricular service(s) do so as individuals and are free to discuss their respective salaries and working conditions with the Superintendent or designee, except that no

agreements shall be reached which are in conflict with the terms and conditions of this Agreement. The board shall grant a salary increase on an annual basis.

- 13.8 The salary of Curriculum Coordinators shall be ten percent (10%) of the base salary. The Board shall make the sole and exclusive determination as to the number and subject in which the position of Curriculum Coordinator shall exist, and/or continue to exist. More than one teacher may share a position.
- 13.9 Any voluntary payroll deduction such as, but not limited to, Association dues or credit union deductions will be forwarded to the proper agency within five (5) days of issuance of payroll checks. However, voluntary payroll deductions for annuities will be forwarded to the institution selected by the employee on a monthly basis.
- 13.10 Teachers who have earned 36 credits beyond the Bachelors degree and were employed by the District on or before June 30, 1987 will move to the Master's column, and will be grand parented so that they will reach the 17th step in the Master's column.
- 13.11 Annual longevity payments shall be paid as follows: teachers with twelve (12) or more years of service in the District shall be paid nine hundred dollars (\$900). Teachers with sixteen (16) or more years shall be paid one thousand eight hundred dollars (\$1800).
- 13.12 146% of contract base salary per diem, per night, will be paid to teachers attending Camps with students.
- 13.13 Summer Work and Working an Additional Day. A building principal, assistant superintendent, or superintendent may approve in advance compensation for additional summer work, and/or an additional day working for the District. Teachers who work for the district during the summer (days outside of the school year) will receive compensation which will be calculated by taking the teacher's base salary divided by 184 school days to equal a rate per day. If the duration is less than 6.68 hours, the compensation will be based on an hourly rate assuming a 6.88 hour day. (Teacher's salary/184/6.68 x number of hours worked.)

Teachers who work an extra day for the district during the school year, which has been approved in advance, will receive compensation based on per diem base pay based on a 184 day contract. If the duration is less than 6.68 hours, the compensation will be based on an hourly rate assuming a 6.68 hour day.

- 13.14 A teacher chosen to serve as a 1:1 mentor teacher or as a mentor facilitator shall be paid \$1,000 for his or her services during the school year. Any mentor or mentor facilitator work that the administration requires to be performed during the summer shall be paid under Section 13.13 of this Agreement.

**ARTICLE XIV  
RETIREMENT**

14.1 An adjustment for retiring teachers of the Amherst School District will be as follows:

A one-time salary adjustment in the amount of 1/189 of the teacher's final year's salary (including longevity) for each year of full-time equivalent employment in the Amherst School District, payable in one lump sum in the final year of employment.

Example:  $1/189 \times 45,000$  final salary  $\times$  20 years of service = \$4762 payment

Teachers granted retirement under Section 14.4 will receive 75% of this one-time salary adjustment.

14.2 A retiring teacher shall receive payment in the amount of \$1500 following retirement; said \$1500 to be paid to the retired teacher or named beneficiary within sixty (60) days after retirement. A second payment of \$1500 shall be made in the second school year following the teacher's retirement, but no later than September 30. It shall be the teacher's responsibility to notify the District of any named beneficiaries at the time of separation.

14.3 Retirement Planning Incentive. For employees vested in the New Hampshire Retirement System before January 1, 2012 or for employees not vested in the New Hampshire Retirement System before January 1, 2012 but who elect section 14.5(B)-1, the Board agrees to contribute an amount equal to 15% of a teacher's contribution to a payroll deducted tax-sheltered annuity, not to exceed five hundred dollars (\$500). A teacher who presently has a tax-sheltered annuity payroll deducted by the District may continue with that same plan; however, a new enrollee shall choose from no fewer than 4 designated plans. If a TSA plan (such as the NHDCP) is unable to accept matching funds paid by the District, those matching funds shall be paid into another tax-sheltered annuity.



#### 14.4 Retirement.

- A. A teacher shall be eligible for retirement under Section 14.4 if:
1. On July 1<sup>st</sup> of the final teaching year the teacher will be at least 50 years of age and
  2. As of the end of the year preceding retirement under this section the teacher has completed the equivalent of at least twelve (12) years of full-time teaching in Amherst; and
  3. On or before November 1 of the final teaching year, the teacher submits a request to the Board to be considered for retirement under this section; and
  4. The teacher began employment as a teacher in the Amherst School District before July 1, 2018; and
  5. The teacher vested in the New Hampshire Retirement System before January 1, 2012
- B. The Board shall consider all requests for retirement under Section 14.4 and shall grant up to four requests by teachers in the bargaining unit per year. If the Board receives a greater number of requests for retirement under this section to commence in any given year, it shall determine those who receive retirement under this section as follows:
1. First, by years of teaching service in the Amherst School District. Part-time teachers shall have their years of service counted as full years for the purpose of this article 14.4 B.
  2. Then by age of the eligible teacher as of July 1<sup>st</sup> of the last teaching year, the older teacher being given preference.

The Board, at its discretion may approve additional applicants beyond the number provided above, and/or extend the deadline for application beyond the date above.

- C. The Board shall postmark notification to applicants whether or not retirement under Section 14.4 has been granted by January 15<sup>th</sup> of the year of application. Each applicant shall have twenty-five (25) school days from the date notification is received to accept retirement under this section and submit a signed statement of retirement to the Superintendent of Schools. A statement of retirement shall be treated as a voluntary termination and the teacher shall have no right to continue teaching in the District after that date. However, the teacher may apply to be reinstated, and the Board shall grant reinstatement if that request is forwarded to the Board by April first of the retiring year, provided the teacher includes as part of such application a signed, dated agreement and authorization for the District to deduct from salary the full amount paid to the teacher under article 14.4 E.

- D. Eligible teachers who request, but are not granted retirement under section 14.4, shall not be given preferential consideration for retirement under section 14.4 in a subsequent year.

Effective July 1, 2007, a teacher who applies for and is granted retirement under section 14.4, but decides not to accept it, shall not be given preferential treatment under section 14.4 in a subsequent year.

- E. A percentage of the retiring teacher’s final salary will be added to the teacher’s regular salary as follows:

For teachers with up to the equivalent of 25 years of full-time teaching in Amherst the sum of 50% of the retiring teacher’s final salary. Teachers with more than the equivalent of 25 years of full-time teaching in Amherst will get an additional 2% for every year of teaching experience up to a maximum of seventy percent (70%).

Years	Percent Payment
26	52
27	54
28	56
29	58
30	60
31	62
32	64
33	66
34	68
35	70

A teacher who submits a request for retirement under Section 14.4 to the Board and that request is granted by November first of the year preceding retirement under this section, may have an estimation of one half of this benefit paid in the next-to-last year of employment, with the balance paid in salary during the final year of employment. Compensation under this article shall be paid out in a teacher’s regular bi-weekly pay or, subject to the determination of the District’s benefits administrator (currently AIG Valic Financial Advisors Inc.) that it is lawful to do so, as directed by the teacher to a tax deferred 403(b) or 457 plan.

## 14.5 Retirement.

- A. Starting with the 2019-2020 school year, a teacher shall be eligible for retirement under Section 14.5 if the teacher began employment as a teacher in the Amherst School District before July 1, 2018, but did not vest in the New Hampshire Retirement System before January 1, 2012.
- B. Teachers eligible for retirement under Section 14.5 shall have two options:

Option No. 1. During the teacher's final school year of employment, the teacher shall be paid on Appendix G instead of on Appendix C, subject to Section 14.5(B)(1)(a-b), and provided:

- On July 1st of the final teaching year the teacher will be at least 50 years of age; and
- As of the end of the year preceding retirement under this section the teacher has completed the equivalent of at least twelve (12) years of full-time teaching in Amherst; and
- On or before November 1 of the final teaching year, the teacher submits a request to the Board to be considered for retirement under this section.

(a) A maximum of six teachers per year may receive benefits under Sections 14.4 and 14.5(B)(1)/Appendix G, and the maximum of four teachers who may receive the benefit under Section 14.4 shall be given preference over teachers who may receive the benefit under Section 14.5(B)(1) /Appendix G.<sup>2</sup>

(b) If the Board receives a greater number of requests for retirement under Section 14.5(B)(1)/Appendix G than available slots in a given year, it shall determine those who receive retirement under Section 14.5(B)(1)/Appendix G as follows:

- i. First, by years of teacher service in the Amherst School District. Part-time teachers shall have their years of service counted as full years for the purpose of this Section 14.5(B)(1)/Appendix G benefit.
- ii. Then by age of the eligible teacher as of July 1st of the last teaching year, the older teacher being given preference.

### <sup>2</sup> Examples.

If eight teachers are eligible for the Section 14.4 benefit and eight teachers are eligible for the Section 14.5(B)(1)/Appendix G benefit, four will receive the Section 14.4 benefit and two will receive the Section 14.5(B)(1)/Appendix G benefit. If three teachers are eligible for the Section 14.4 benefit and eight teachers are eligible for the Section 14.5(B)(1)/Appendix G benefit, three will receive the Section 14.4 benefit and three will receive the Section 14.5(B)(1)/Appendix G benefit.



Option No. 2. Enrollment in a Section 403b or 457 plan to be determined by the School Board after consultation with the Association, and credit toward retiree health or dental insurance, as follows:

- (a) The School District will contribute the following percentages of the teacher's salary in Appendix C to the 403b or 457 plan: 0% in 2018-19, 0.5% in 2019-20, 1% in 2020-21, and 2% in 2021-22 and subsequent years.
- (b) The District also will match the teacher's contributions to the 403b or 457 plan up to a maximum of the following percentages of the teacher's salary in Appendix C: 0% in 2018-19, 0.5% in 2019-20, 1% in 2020-21, and 2% in 2021-22 and subsequent years.
- (c) The School District also will pay a credit toward whatever retiree health insurance or retiree dental insurance the retiree selects until the credit is exhausted, provided:
  - On July 1st of the final teaching year the teacher will be at least 50 years of age; and
  - As of the end of the year preceding retirement under this section the teacher has completed the equivalent of at least twelve (12) years of full-time teaching in Amherst; and
  - On or before November 1 of the final teaching year, the teacher submits a request to the Board to be considered for retirement under this section.

The amount of the credit will equal 20% of the District-offered single-coverage HMO health insurance plan's premium during the teacher's final year of employment, times the number of years that the retiree was employed by the School District as a teacher; however, in no event shall the credit exceed the District-offered single coverage HMO insurance plan's premium during the teacher's final year of employment, times four years.<sup>3</sup>

<sup>3</sup> Example: Assume that a teacher was employed by the School District for 30 years, and the premium for the District-offered single-coverage HMO premium during the teacher's last year of employment was \$10,000. Also assume that the retired teacher selects a retiree health insurance plan whose premiums cost \$11,000, \$12,000, \$13,000, and \$14,000 during the first four years of retirement. The School District's credit will equal \$40,000 (20% x \$10,000 x 30, but capped at \$10,000 x 4). The District will pay the entire premium for the selected plan during the first three years of retirement, and \$4,000 toward the \$14,000 premium during the fourth year of retirement (a total of \$40,000).

No later than May 1, 2019, teachers who began employment in the Amherst School District before July 1, 2018, but did not vest in the New Hampshire Retirement System before January 1, 2012, must submit to the School District's Director of Human Resources written election of either Option No. 1 or Option No. 2. A teacher who fails to do so shall be deemed to have elected Option No. 1. A teacher's election may not be changed or revoked. The Board, at its discretion may approve additional applicants beyond the number provided above, and/or extend the deadline for application beyond the date above.

14.6 Retirement.

- A. A teacher shall be eligible for retirement under Section 14.6 if the teacher began employment as a teacher in the Amherst School District on or after July 1, 2018.
- B. Teachers eligible for retirement under Section 14.6 shall receive enrollment in a 403b or a 457 plan to be determined by the School Board after consultation with the Association.

1. The School District will contribute the following percentages of the teacher's salary in Appendix C to the plan: 0% in 2018-19, 0.5% in 2019-20, 1% in 2020-21, and 2% in 2021-22 and subsequent years.

2. The School District also will match the teacher's contributions to the plan up to a maximum of the following percentages of the teacher's salary in Appendix C: 0% in 2018-19, 0.5% in 2019-20, 1% in 2020-21, and 2% in 2021-22 and subsequent years.

**ARTICLE XV  
INSURANCE**

15.1 During the term of this Agreement the Board shall provide upon the teacher's request the benefits of an individual, two-person or family medical plan, for one of the following:

- (A) ACCESS BLUE 5 (AB5 HMO) Plan with RX 10/20/45;
- (B) BLUE CHOICE (BCT210 POS) Point of Service Plan with RX 10/20/45  
(only for those who began working as teachers for the Amherst School District before July 1, 2018);
- (C) Access Blue Site of Service (ABSOS20/40/1KDED) Plan with RX10/20/45; and,
- (D) Other health insurance plans may be included in the Agreement by mutual agreement between the Board and the Association.

15.2 The group health insurance of any teacher terminating employment with the District for whatever reason - resignation, retirement, lay-off, discharge or unpaid leave of absence - shall expire on the last day of the month following the month the teacher terminates employment with the District except that the group health insurance of teachers terminating their employment with the District at the conclusion of the school year shall expire on August 31 unless the teacher elects to transfer or terminate such insurance sooner or accepts another position.

15.3 (A) For teachers who select the AB5 HMO plan, the District and the teacher shall pay the following percentages toward the premiums:

AB5 HMO	2018-19	2019-20	2020-21	2021-22
	<u>District/Teacher</u>	<u>District/Teacher</u>	<u>District/Teacher</u>	<u>District/Teacher</u>
Single	93% / 7%	92.5% / 7.5%	92% / 8%	91.5% / 8.5%
2-Person	88% / 12%	87.5% / 12.5%	87% / 13%	86.5% / 13.5%
Family	88% / 12%	87.5% / 12.5%	87% / 13%	86.5% / 13.5%

(B) For teachers who select the BlueChoice BC2T10 POS plan, the District and the teacher shall pay the following percentages toward the premiums:

BC2T10 POS	2018-19	2019-20	2020-21	2021-22
	<u>District/Teacher</u>	<u>District/Teacher</u>	<u>District/Teacher</u>	<u>District/Teacher</u>
Single	89.5% / 10.5%	87% / 13%	86.25% / 13.75%	85.5% / 14.5%
2-Person	84.5% / 15.5%	82% / 18%	81.25% / 18.75%	80.5% / 19.5%
Family	84.5% / 15.5%	82% / 18%	81.25% / 18.75%	80.5% / 19.5%



- (C) For teachers who select the ABSOS plan, the District will pay the same dollar-amount toward the premium for that plan that it pays toward the premium for the AB5 HMO plan with the same coverage. In addition, the District will contribute the following amounts to an HRA for teachers who select the ABSOS plan:
- a. \$1,000 for a single plan;
  - b. \$2,000 for 2-person plan; and,
  - c. \$3,000 for family plan. However, in no event shall the amount paid by the District towards the premium and the HRA exceed the dollar amount that it pays towards the premium for the AB5 HMO plan with the same coverage.

15.4 Within 120 days before the expiration of this Agreement, sealed bids will be solicited from SchoolCare, Health Trust, NH Interlocal Trust and other qualified carriers as agreed to by the Association and the Board. Sealed bids of rates for one year will be submitted by April 1, and based on the following specifications:

- (A) The benefits of any plan must be equal to or exceed the Health Trust HMO and POS plans with prescription drug coverage in effect on April 1 of the last year of this Agreement, and provide for a waiver of any waiting periods and pre-existing condition(s), as has been past practice by Blue Cross/Blue Shield with respect to the employees covered by this Agreement.
- (B) Such proposals shall be based upon the concept of claims incurred in 12 months to be paid in 18 months. This shall be certified in writing by the bidders.
- (C) The current carrier must be underbid by at least 5% in order to relinquish the business to the lowest bidder. Additionally, the current carrier shall have the opportunity to match, in writing, any such lowest bid within fifteen (15) calendar days of notice by certified mail, or the contract will be awarded to the lowest bidder. Normally, the carrier so selected shall continue for the term of the successive collective bargaining Agreement. However, if the rates quoted for subsequent years are excessive, the parties may agree to put the plan out for re-bid for subsequent contract years.
- (D) All information shall be submitted simultaneously to both the Association and the Board, and all bids shall be opened simultaneously.

Married couples employed by the district will have insurance benefits (health and dental) premiums paid by the district at 100% of their existing two person or family plans, so long as both spouses remain full-time employees of the District.

- 15.5 A full-time teacher who is eligible for health insurance but elects not to enroll in one of the District's plans listed in Section 15.1 will be paid a minimum of \$1000, provided the teacher provides the Superintendent with proof of enrollment in alternative insurance, for the teacher and others who the teacher expects to claim as a personal exemption deduction, from another source that provides minimum essential coverage (other than in the individual market). The amount will be prorated for a teacher who works less than the full contract year or who opts out of the District's plans for less than a full contract year. Additional amounts of payout will be at the discretion of the Amherst School Board.
- 15.6 The Board shall contribute toward the premiums of a dental plan equivalent to Delta Dental Plan 6E coverage A and B (100%), 50% C and 50% D, a sum equal to 100% of the premiums charged for single membership, 90% of the premiums charged for two-person and 80% of the premiums charged for family membership. Equivalence shall also include, but not be limited to, a large, geographically extensive network of providers and no balance billing by network providers. The contract year maximum for coverages A, B and C shall be \$1500. The lifetime maximum for coverage D shall be \$1500.
- 15.7 Teachers may elect to take advantage of the District Premium Conversion Plan (Section 125 of the IRS Code of 1986) to pay their contribution toward health and/or dental premiums on a pre-tax basis. Participants may choose to have the derived savings deposited directly into a tax-sheltered annuity or the credit union through payroll deductions.
- 15.8 The Board shall provide the following schedule of long term disability income benefits to employees covered by the Agreement:

Monthly Benefit - 66 2/3% of salary less customary offsets  
Maximum Monthly Benefit - \$5000.00  
Elimination Period - 90 consecutive calendar days

At the request of the Association, or on its own initiative, the Board will pursue a change in the long term disability insurance provider. The Board agrees that the Association has a role in the selection of the provider, and the Association agrees that the final decision is the responsibility of the Board.

- 15.9 The difference between the Board's maximum contribution set forth in Article 15.3 and 15.6 and the actual cost to the Board to provide the coverage selected by a teacher will be payroll deducted.

- 15.10 Part-time teachers will be eligible to participate in health, dental, life, and long term disability insurances if they meet insurance plan requirements. The Board will prorate its contribution for health and dental insurance for part-time teachers hired after July 1, 1995, and will prorate its payment to those who elect to not enroll in one of the District's health insurance plans under Article 15.5. Only teachers working for the District during the 1993-95 Agreement are grand-parented from prorated contributions to health and dental insurance. All other prorations currently in effect will remain in effect.
- 15.11 The Board will pay the cost to provide fifty thousand dollars (\$50,000) of term life insurance with accidental death and dismemberment to all teachers covered by this Agreement.
- 15.12 In the event that an employee is injured and is collecting workers' compensation insurance, the District will pay to said teacher the difference between workers' compensation and that teacher's regular salary.
- 15.13 In the event of theft or damage to a teacher's vehicle that occurs during a school-related activity which the teacher is required or requested to attend as part of the job, the teacher will be reimbursed a sum equal to the teacher's insurance deductible. The reimbursed amount will not exceed \$350 per incident. The Amherst School District will pay individual losses up to a cumulative total of \$3,500 per year.
- 15.14 Each year the School District shall pay \$30,000 to the Association by August 1, which the Association shall place in a trust for the purpose of reimbursing medical expenses, excluding insurance premiums, of current and retired members of this bargaining unit. The trust shall be administered by the Association. The Association shall provide to the Superintendent the trust instrument, any amendments to the trust instrument, and documentation of the balance remaining in the trust as of June 30 each year.



**ARTICLE XVI**  
**PROFESSIONAL DEVELOPMENT**

- 16.1 Teachers will submit forms for approval and reimbursement of courses, conferences, workshops and other in service activities at least seven school days prior to the start of the activity. The Board will reimburse teachers for approved professional development activities subject to the following criteria: content, school goals, and availability of funds. The teacher shall be notified of approval or disapproval of the application at least two days prior to the start of the activity. The Superintendent, or designee, shall have the sole and exclusive judgment under the provisions of this Article. Initial payment under this Article shall require documentation of registration. In order to retain reimbursement, a mark of "B" or better, or a mark of "pass" in a pass/fail course, must be received.

Evidence of satisfactory completion of an approved in-service activity is required for reimbursement. Prepayment will be made within thirty (30) days of documentation of registration. Repayment to the School District, in the event the teacher fails to meet the grading standard or complete the in-service activity, shall be made within thirty (30) days of the receipt of the transcript by the Superintendent's Office or within thirty (30) days of the conclusion of the workshop or conference. If repayment is not received within thirty (30) days, the amount to be returned will be deducted from the teacher's pay as determined by the Superintendent.

- 16.2 During the term of this Agreement the Board will budget the sum of \$675 in 2018-19, \$700 in 2019-20, \$725 in 2020-21, and \$750 in 2021-22, times the number of teachers employed in the then current fiscal year for reimbursement for authorized expenses for professional development activities approved in accordance with the District Staff Development Master Plan.
- 16.3 A teacher will be reimbursed for approved professional development activities in three installments; first, the allocated share based on article 16.2; second, the prorated share of the balance of any funds remaining in the professional development account, not to exceed two thousand seven hundred fifty dollars (\$2,750); third, if there are still funds in the professional development account after teachers have been reimbursed up to two thousand seven hundred fifty dollars (\$2,750), then the prorated share of the balance of any funds remaining in the professional development account, not to exceed five thousand dollars (\$5,000).
- 16.4 All receipts and documentation for reimbursement of pre-approved professional development activities for July 1 through May 31 shall be submitted for reimbursement by June 15 of the fiscal year in which the activity took place. If the pre-approved professional development activity does not take place until after May 31<sup>st</sup>, the expected expenses must be encumbered on a purchase order before June 30. If no funds were encumbered by purchase order for the pre-approved professional development activity before June 30, the teacher shall not be eligible for reimbursement of expenses related to the pre-approved professional development activity.

**ARTICLE XVII  
GRIEVANCE PROCEDURE**

17.1 The parties to this contract, recognizing that honest differences do arise and that fair and peaceful resolution of such differences are in the best interest of the Amherst School District, set forth the following procedures to be used by teachers to resolve grievances.

17.2 **Definition**

A “grievance” means an alleged violation, misinterpretation or misapplication of any term(s) of the Agreement. A “grievant” is the teacher or teachers making the claim. All time limits specified shall mean school days, except under 17.9 of the Article.

17.3 **Right of Representation**

A teacher has the right to have a representative of choice present when processing a grievance.

17.4 **Informal Procedure**

The parties acknowledge that it is more desirable for a teacher and the immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following grievance procedure.

17.5 **Formal Procedure**

The grievance shall state the specific alleged violation of the Agreement as defined in 17.2. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of the grievance. Refer to form in Appendix D.

Level A. Within seven (7) days of receipt of a formal grievance, the building principal shall meet with the grievant. Within seven (7) days following any such meeting, the principal shall give a decision in writing to the grievant and the Association. If the grievance is not settled at this level, then it may be referred by the Association to Level B within eight (8) days of the receipt of an answer at this level.

Level B. Within seven (7) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give an answer, in writing, within seven (7) days of any such meeting to the grievant and the Association. If the grievance is not settled at this level, then within eight (8) days from the receipt of the answer rendered at this level, the grievance may be referred to Level C by the Association. The grievance will be heard in non-public session if it meets the conditions set forth in RSA 91:A.



Level C. Within fourteen (14) days of a grievance being referred to this level, the Board will meet with the grievant for the purpose of resolving the grievance. The Board's decision shall be rendered in writing to the grievant and the Association with the reasons thereof within seven (7) days of the meeting. If the grievance is not settled at this level, then within eight (8) days from the receipt of the answer rendered at this level, the grievance may be referred to Level D by the Association.

Level D. If the grievance remains unsettled, then the matter may be referred by the Association to binding arbitration. When the matter is referred to binding arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures for obtaining the service. Neither the Board nor the Association shall be permitted to introduce into such arbitration proceeding any evidence not previously disclosed to the other party. The best efforts of the arbitrator shall be used to arbitrate the grievance, but shall have no power or authority to do other than interpret and apply the provisions of this Agreement. The arbitrator shall have no power to add to, or subtract from, alter or modify, any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding. The parties agree to share equally in the compensation and expense of the arbitrator.

- 17.6 Time periods specified in this procedure may be extended by mutual agreement and reduced in writing, signed by both parties. The parties agree to share equally in the compensation and expense of the arbitrator.
- 17.7 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.
- 17.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within eight (8) days from receipt of the answer given at the preceding level.
- 17.9 In the event a grievance is filed on or after June first, the parties may agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is practicable.
- 17.10 Specified time limits will be followed by both parties unless extended by mutual agreement. Failure at any level of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an immediate appeal of the grievance to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.



- 17.11 A grievance in order to be considered, must be filed, in writing, within twenty (20) days of its occurrence.
- 17.12 Employees shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievance(s).
- 17.13 A grievance which is withdrawn or discontinued prior to the final step shall not be deemed to set precedent on future grievances of similar type.
- 17.14 A teacher whom the arbitrator determines must be involved in a grievance hearing during the work day shall be excused with pay for that purpose.
- 17.15 The Board agrees that non confidential information in its possession shall be made available to the Association as the Association demonstrates that such information is necessary to assist a teacher or the Association in processing a grievance.
- 17.16 When a grievance is filed, all information which may be personally or professionally injurious shall be kept confidential by all parties involved. This article is not meant to supersede the right of an outside party to have access to information to arbitrate effectively the grievance as outlined in 17.5 Level D.

**ARTICLE XVIII  
STRIKES AND SANCTIONS**

- 18.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association therefore agrees that it will not sponsor or support any strike, sanction, work stoppage, or any other concerted refusal to perform work by teachers covered by this Agreement. Nor will the Association sponsor or support any instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers, in accordance with the provisions of RSA 273:A.

**ARTICLE XIX  
NOTICE UNDER AGREEMENT**

- 19.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Amherst School Board Chairperson, c/o Superintendent of Schools, Amherst School District, P.O. Box 849, Amherst, NH 03031.
- 19.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the Amherst Education Association, c/o the President's current address.
- 19.3 By prior written notice, either party may change the address to which future written notices shall be sent.

**ARTICLE XX  
DURATION OF AGREEMENT**

- 20.1 This Agreement shall commence on July 1, 2018, and shall continue in full force and effect until June 30, 2022.
- 20.2 This Agreement may be extended from time to time beyond its expiration date by written mutual Agreement of the representatives of the Board and the Association.

**APPENDIX A**  
**AMHERST SCHOOL DISTRICT**  
**TEACHER CONTRACT**

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the AMHERST SCHOOL DISTRICT BOARD, party of the first part, and \_\_\_\_\_ of \_\_\_\_\_, party of the second part, hereinafter called teacher, witnesseth:

- 1) That the party of the first part agrees to and does hereby employ said teacher to teach \_\_\_\_\_ for a school year, not to exceed \_\_\_\_\_ school days inclusive of time spent in service of the District at institutes, etc., beginning \_\_\_\_\_, 20\_\_\_\_, at an annual salary rate of \$\_\_\_\_\_ payable in bi-weekly installments. Said party of the first part reserves the right to make such changes of assignment as the exigencies of the schools may require.
  
- 2) The teacher must hold a New Hampshire certificate, license, or permit to teach from the Commissioner of Education, and agrees to conform to and carry out all lawful regulations which may be prescribed relative to the conduct of the school, and to carry out any and all duties, assigned by the building principal, required for the operation of the complete school program.
  
- 3) It is mutually agreed:  
  
    (A) That party of the first part may, without liability to itself or the District, terminate this contract in accordance with RSA 189:13; and said contract becomes void subject to appeal if the teacher is removed by the Superintendent or if their license or permit is revoked by the Commissioner of Education.  
  
    (B) That except as given in (A), this contract may not be terminated at any time prior to its expiration without the written consent of both parties, and any request for its termination, except for urgent personal need, shall be by written notice of at least four (4) weeks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

AMHERST SCHOOL BOARD

By \_\_\_\_\_  
Superintendent of Schools

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



**APPENDIX B**  
**AMHERST SCHOOL DISTRICT**  
**PROFESSIONAL EMPLOYEE CONTRACT**

Articles of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Amherst School Board, hereinafter called the Board, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Professional Employee.

1. The Board agrees to and does hereby employ \_\_\_\_\_ as Professional Employee for a school year, not to exceed \_\_\_\_\_ school days, inclusive of time spent in service to the District at institutes, etc., beginning \_\_\_\_\_, 20\_\_, at an annual salary rate of \$ \_\_\_\_\_, payable in bi-weekly installments. The Board reserves the right to make such changes of assignment as the exigencies of the school may require.

2. The Professional Employee declares that he/she holds all required New Hampshire certificates, licenses, or permits for the position for which he/she has been employed, and agrees to conform to and carry out all lawful regulations which may be prescribed relative to the conduct of the school, and to carry out any and all duties, assigned by the building principal, required for the operation of the complete school program.

3. It is mutually agreed:

A. That the Board may, without liability to itself or the District, terminate this contract in accordance with due process, and said contract become void subject to appeal if the Professional Employee is removed by the Superintendent or if his/her certificate, license or permit is revoked.

B. That except as given in (A), this contract may not be terminated at any time prior to its expiration without the consent of both parties, and any request for its termination, except for urgent personal need, shall be by written notice of at least four (4) weeks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

AMHERST SCHOOL BOARD

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
Professional Employee

**APPENDIX C  
AMHERST SCHOOL DISTRICT  
2018-2019 Salary Schedule**

COLA = 0%  
Base = \$38,187

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
Step 1	40,097	41,625	43,152	44,297	45,825	47,352
Step 2	41,242	42,769	44,297	45,443	46,969	48,498
Step 3	42,769	44,297	45,825	46,969	48,498	50,025
Step 4	45,443	46,969	48,498	49,644	51,172	52,699
Step 5	47,734	49,261	50,790	51,935	53,462	54,990
Step 6	50,025	51,552	53,080	54,226	55,754	57,282
Step 7	51,935	53,462	54,990	56,135	57,662	59,190
Step 8	53,844	55,372	56,899	58,045	59,571	61,099
Step 9	55,754	57,282	58,808	59,954	61,482	63,009
Step 10	57,662	59,190	60,717	61,863	63,391	64,918
Step 11	<b>59,571</b>	61,099	62,628	63,771	65,300	66,828
Step 12	62,279	63,009	64,537	65,682	67,209	68,737
Step 13	62,279	<b>64,918</b>	66,446	67,592	69,118	70,646
Step 14	62,279	67,869	68,354	69,501	71,029	72,556
Step 15	62,279	67,869	<b>70,264</b>	71,409	72,937	74,464
Step 16	62,279	67,869	73,458	73,319	74,847	76,375
Step 17	62,279	67,869	73,458	<b>75,229</b>	<b>76,756</b>	<b>78,284</b>
Max Step 1	62,279	67,869	73,458	78,648	80,245	81,842
Max Step 2	62,279	67,869	73,458	78,648	80,245	81,842

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 3% of the top step salary for that track. This amount shall not be cumulative from year-to-year.

**APPENDIX C  
AMHERST SCHOOL DISTRICT  
2019-2020**

COLA = 0%  
Base = \$38,187

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
Step 1	40,097	41,625	43,152	44,297	45,825	47,352
Step 2	41,242	42,769	44,297	45,443	46,969	48,498
Step 3	42,769	44,297	45,825	46,969	48,498	50,025
Step 4	45,443	46,969	48,498	49,644	51,172	52,699
Step 5	47,734	49,261	50,790	51,935	53,462	54,990
Step 6	50,025	51,552	53,080	54,226	55,754	57,282
Step 7	51,935	53,462	54,990	56,135	57,662	59,190
Step 8	53,844	55,372	56,899	58,045	59,571	61,099
Step 9	55,754	57,282	58,808	59,954	61,482	63,009
Step 10	57,662	59,190	60,717	61,863	63,391	64,918
Step 11	<b>59,571</b>	61,099	62,628	63,771	65,300	66,828
Step 12	64,147	63,009	64,537	65,682	67,209	68,737
Step 13	64,147	<b>64,918</b>	66,446	67,592	69,118	70,646
Step 14	64,147	69,905	68,354	69,501	71,029	72,556
Step 15	64,147	69,905	<b>70,264</b>	71,409	72,937	74,464
Step 16	64,147	69,905	75,662	73,319	74,847	76,375
Step 17	64,147	69,905	75,662	<b>75,229</b>	<b>76,756</b>	<b>78,284</b>
Max Step 1	64,147	69,905	75,662	81,007	82,652	84,297
Max Step 2	64,147	69,905	75,662	81,007	82,652	84,297

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 3% of the top step salary for that track. This amount shall not be cumulative from year-to-year.



**APPENDIX C  
AMHERST SCHOOL DISTRICT  
2020-2021**

COLA Increase = 2%

Base = \$38,951

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
Step 1	40,899	42,458	44,015	45,183	46,742	48,299
Step 2	42,067	43,624	45,183	46,352	47,908	49,468
Step 3	43,624	45,183	46,742	47,908	49,468	51,026
Step 4	46,352	47,908	49,468	50,637	52,195	53,753
Step 5	48,689	50,246	51,806	52,974	54,531	56,090
Step 6	51,026	52,583	54,142	55,311	56,869	58,428
Step 7	52,974	54,531	56,090	57,258	58,815	60,374
Step 8	54,921	56,479	58,037	59,206	60,762	62,321
Step 9	56,869	58,428	59,984	61,153	62,712	64,269
Step 10	58,815	60,374	61,931	63,100	64,659	66,216
Step 11	<b>60,762</b>	62,321	63,881	65,046	66,606	68,165
Step 12	65,943	64,269	65,828	66,996	68,553	70,112
Step 13	65,943	<b>66,216</b>	67,775	68,944	70,500	72,059
Step 14	65,943	71,862	69,721	70,891	72,450	74,007
Step 15	65,943	71,862	<b>71,669</b>	72,837	74,396	75,953
Step 16	65,943	71,862	77,780	74,785	76,344	77,903
Step 17	65,943	71,862	77,780	<b>76,734</b>	<b>78,291</b>	<b>79,850</b>
Max Step 1	65,943	71,862	77,780	83,276	84,967	86,658
Max Step 2	65,943	71,862	77,780	83,276	84,967	86,658

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 2.8% of the top step salary for that track. This amount shall not be cumulative from year-to-year.

**APPENDIX C  
AMHERST SCHOOL DISTRICT  
2021-2022**

COLA Increase = 2%

Base = \$39,730

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
Step 1	41,717	43,307	44,895	46,087	47,676	49,265
Step 2	42,908	44,497	46,087	47,279	48,867	50,457
Step 3	44,496	46,087	47,676	48,867	50,457	52,046
Step 4	47,279	48,867	50,457	51,650	53,239	54,828
Step 5	49,663	51,251	52,842	54,033	55,622	57,212
Step 6	52,046	53,635	55,224	56,417	58,006	59,596
Step 7	54,033	55,622	57,212	58,403	59,992	61,581
Step 8	56,019	57,609	59,198	60,390	61,978	63,567
Step 9	58,006	59,596	61,184	62,376	63,966	65,555
Step 10	59,992	61,581	63,170	64,362	65,952	67,541
Step 11	<b>61,978</b>	63,567	65,158	66,347	67,938	69,528
Step 12	67,790	65,555	67,144	68,336	69,924	71,514
Step 13	67,790	<b>67,541</b>	69,130	70,323	71,910	73,500
Step 14	67,790	73,874	71,116	72,309	73,889	75,487
Step 15	67,790	73,874	<b>73,103</b>	74,294	75,884	77,472
Step 16	67,790	73,874	79,958	76,281	77,871	79,461
Step 17	67,790	73,874	79,958	<b>78,269</b>	<b>79,587</b>	<b>81,447</b>
Max Step 1	67,790	73,874	79,958	85,607	87,346	89,084
Max Step 2	67,790	73,874	79,958	85,607	87,346	89,084

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 2.8% of the top step salary for that track. This amount shall not be cumulative from year-to-year.

**APPENDIX D**

**GRIEVANCE REPORT FORM**

**AMHERST SCHOOL DISTRICT**

Grievance No. \_\_\_\_\_

Date of filing \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Principal)

Complete in triplicate with copies to:

- 1. Principal
- 2. Superintendent
- 3. Teacher

\_\_\_\_\_  
School

\_\_\_\_\_  
Name of Grievant

**LEVEL A**

**Date of Grievance:** \_\_\_\_\_

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

2. Relief Sought:

**LEVEL B**

**Date received by Superintendent:** \_\_\_\_\_

Answer given by Superintendent:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL C**

**Date submitted to Amherst School Board:** \_\_\_\_\_

Answer given by the Amherst School Board:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**APPENDIX E**

Receipt of Amherst Education Association Membership Dues & Representation Fees  
for Full/Half Time Members 20XX-20XX

Association dues or representation fees for:

**Name:**  
**Address:**  
**Email:**

*\*Please verify the following information is correct. It is important that we have your home email. Cross out incorrect information and rewrite correction on the right side.*

**PLEASE PUT A CHECK IN FRONT OF THE CORRECT ANSWER.**

- \_\_\_\_\_ Continue AEA membership    \_\_\_\_\_ Begin AEA membership
- \_\_\_\_\_ Do not wish to join AEA but authorize Representation Fee as per article 6.10
- \_\_\_\_\_ Sick Leave Bank Member    \_\_\_\_\_ Not a Sick Leave Bank Member    \_\_\_\_\_ Wish to join SLB
- Membership status for this year is: \_\_\_\_\_ Full time    \_\_\_\_\_ Part time    \_\_\_\_\_ (fraction)

► Association Membership Dues	Full Time Annual Payment			Half Time Annual Payment			
	Pay Status	Step 3 & □	Step 2	Step 1	Step 3 & □	Step 2	Step 1
National: NEA dues	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx
State: NEA/NH dues	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx
Local: AEA dues	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx	\$xxx.xx
<b>Total</b>	<b>\$xxx.xx</b>	<b>\$xxx.xx</b>	<b>\$xxx.xx</b>	<b>\$xxx.xx</b>	<b>\$xxx.xx</b>	<b>\$xxx.xx</b>	<b>\$xxx.xx</b>
NEAFCPE * optional-- personal	_____	_____	_____	_____	_____	_____	_____
NHEPAC* check only	_____	_____	_____	_____	_____	_____	_____

► **Representation Fee NOTE:** This is an *approximate amount!* Actual amount to be TBA at the end of September

National: NEA dues	\$xxx.xx
State: NEA/NH dues	\$xxx.xx
Local: AEA dues	\$xxx.xx
<b>Total</b>	<b>\$xxx.xx</b>

\*You are not bound by law to continue the amount that you first decide upon, annually unless you decide to revoke the authorization for a membership year. You must give notice to that effect, in writing, to the local association and school business office by September 30. Dues payments are not deductible as charitable contributions for federal tax purposes.

**\*The amount of my association/membership dues or representation fee will be paid in the following manner:**

Check one:

- \_\_\_\_\_ **Deductions** - installments paid through payroll deductions beginning in November.
- \_\_\_\_\_ **Single Payment**- deducted in one sum from a single paycheck. (First pay in November)
- \_\_\_\_\_ **Personal Check** – one sum payment written to the AEA treasurer upon signing.
- \_\_\_\_\_ **Leave or Sabbatical** – payment of half the current year’s dues to continue membership.
- (For leave or sabbatical) \_\_\_\_\_ Monthly installments OR \_\_\_\_\_ One sum paid by October 15th

\*I authorize the Amherst School District to deduct from my salary a total of \$\_\_\_\_\_ for membership dues or representation fee. The sums thus to be deducted are hereby assigned by me to the Association, and are to be remitted by the School District to the Treasurer of the Association. The Board assumes no financial liability except to forward to the Association those funds which have been authorized and deducted. If employment is terminated, amounts still owing under this authorization shall be deducted from my final pay.

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

**APPENDIX F  
DAYS-BASED STUDENT YEAR**

If the Amherst School Board adopts a days-based student year, the sections of the collective bargaining agreement listed in Appendix F shall be amended as described in Appendix F while the days-based student year is in effect. If the Board adopts an hours-based student year, the sections listed in Appendix F shall not be amended as described in Appendix F while the hours-based student year is in effect.

Replace Section 8.7 with the following: “Long-term Teacher Substitute. A pay period salary adjustment in the amount of  $1/189$  of a teacher’s base compensation divided by 7 will be used to calculate the salary a teacher will receive for teaching an extra class. ((example:  $\$45,000/189/7 = \$34.01$  per period).

Replace the first two sentences in Section 10.1 with the following: “Teachers shall be granted an annual sick leave of fifteen (15) days without loss of pay; for part-time employees, the number of days shall be prorated. Such leave not used in the year of service shall be accumulated for use in subsequent years up to a total accumulation of 110 days plus the days due in the current school year.”

In Section 10.1, replace “(184 or 185)” with “(189 or 190)”.

In Section 13.1, replace “(184th or 185th)” with “(189<sup>th</sup> or 190<sup>th</sup>)”.

Replace the first sentence in Section 13.3 with the following: “The employment year for teachers shall be 190 days for new teachers and 189 days for returning teachers as follows:”

Replace Section 13.3(a) with the following: “(a) one hundred eighty (180) days of student instruction”

In Section 13.3(g), replace “184 day school year” with “189 day school year.”

Replace Section 13.12 with the following: “150% of contract base salary per diem, per night, will be paid to teachers attending Camps with students.”

Replace Section 13.13 with the following: Summer Work and Working an Additional Day. A building principal, assistant superintendent, or superintendent may approve in advance compensation for additional summer work, and/or an additional day working for the District.

Teachers who work for the district during the summer (days outside of the school year) will receive compensation which will be calculated by taking the teacher's base salary divided by 189 school days to equal a rate per day. If the duration is less than 6.5 hours, the compensation will be based on an hourly rate assuming a 6.5 hour day. (Teacher's salary/189/6.5 x number of hours worked.)

Teachers who work an extra day for the district during the school year, which has been approved in advance, will receive compensation based on per diem base pay based on a 189 day contract. If the duration is less than 6.5 hours, the compensation will be based on an hourly rate assuming a 6.5 hour day.



**APPENDIX G - Veteran Salary Schedule  
AMHERST SCHOOL DISTRICT  
2018-2019**

COLA Increase = 0%

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
Step 1	73,097	74,625	76,152	84,297	85,825	87,352
Step 2	74,242	75,769	77,297	85,443	86,969	88,498
Step 3	75,769	77,297	78,825	86,969	88,498	90,025
Step 4	78,443	79,969	81,498	89,644	91,172	92,699
Step 5	80,734	82,261	83,790	91,935	93,462	94,990
Step 6	83,025	84,552	86,080	94,226	95,754	97,282
Step 7	84,935	86,462	87,990	96,135	97,662	99,190
Step 8	86,844	88,372	89,899	98,045	99,571	101,099
Step 9	88,754	90,282	91,808	99,954	101,482	103,009
Step 10	90,662	92,190	93,717	101,863	103,391	104,918
Step 11	<b>92,571</b>	94,099	95,628	103,771	105,300	106,828
Step 12	95,279	96,009	97,537	105,682	107,209	108,737
Step 13	95,279	<b>97,918</b>	99,446	107,592	109,118	110,646
Step 14	95,279	100,869	101,354	109,501	111,029	112,556
Step 15	95,279	100,869	<b>103,264</b>	111,409	112,937	114,464
Step 16	95,279	100,869	106,458	113,319	114,847	116,375
Step 17	95,279	100,869	106,458	<b>115,229</b>	<b>116,756</b>	<b>118,284</b>
Max Step 1	95,279	100,869	106,458	118,648	120,245	121,842
Max Step 2	95,279	100,869	106,458	118,648	120,245	121,842

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 3% of the top step salary for that track. This amount shall not be cumulative from year-to-year.

**APPENDIX G - Veteran Salary Schedule  
AMHERST SCHOOL DISTRICT  
2019-2020**

COLA Increase = 0%

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
Step 1	73,097	74,625	76,152	84,297	85,825	87,352
Step 2	74,242	75,769	77,297	85,443	86,969	88,498
Step 3	75,769	77,297	78,825	86,969	88,498	90,025
Step 4	78,443	79,969	81,498	89,644	91,172	92,699
Step 5	80,734	82,261	83,790	91,935	93,462	94,990
Step 6	83,025	84,552	86,080	94,226	95,754	97,282
Step 7	84,935	86,462	87,990	96,135	97,662	99,190
Step 8	86,844	88,372	89,899	98,045	99,571	101,099
Step 9	88,754	90,282	91,808	99,954	101,482	103,009
Step 10	90,662	92,190	93,717	101,863	103,391	104,918
Step 11	<b>92,571</b>	94,099	95,628	103,771	105,300	106,828
Step 12	97,147	96,009	97,537	105,682	107,209	108,737
Step 13	97,147	<b>97,918</b>	99,446	107,592	109,118	110,646
Step 14	97,147	102,905	101,354	109,501	111,029	112,556
Step 15	97,147	102,905	<b>103,264</b>	111,409	112,937	114,464
Step 16	97,147	102,905	108,662	113,319	114,847	116,375
Step 17	97,147	102,905	108,662	<b>115,229</b>	<b>116,756</b>	<b>118,284</b>
Max Step 1	97,147	102,905	108,662	121,007	122,652	124,297
Max Step 2	97,147	102,905	108,662	121,007	122,652	124,297

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 3% of the top step salary for that track. This amount shall not be cumulative from year-to-year.

**APPENDIX G - Veteran Salary Schedule  
AMHERST SCHOOL DISTRICT  
2020-2021**

COLA Increase = 2%

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
Step 1	73,899	75,458	77,015	85,183	86,742	88,299
Step 2	75,067	76,624	78,183	86,352	87,908	89,468
Step 3	76,624	78,183	79,742	87,908	89,468	91,026
Step 4	79,352	80,908	82,468	90,637	92,195	93,753
Step 5	81,689	83,246	84,806	92,974	94,531	96,090
Step 6	84,026	85,583	87,142	95,311	96,869	98,428
Step 7	85,974	87,531	89,090	97,258	98,815	100,374
Step 8	87,921	89,479	91,037	99,206	100,762	102,321
Step 9	89,869	91,428	92,984	101,153	102,712	104,269
Step 10	91,815	93,374	94,931	103,100	104,659	106,216
Step 11	<b>93,762</b>	95,321	96,881	105,046	106,606	108,165
Step 12	98,943	97,269	98,828	106,996	108,553	110,112
Step 13	98,943	<b>99,216</b>	100,775	108,944	110,500	112,059
Step 14	98,943	104,862	102,721	110,891	112,450	114,007
Step 15	98,943	104,862	<b>104,669</b>	112,837	114,396	115,953
Step 16	98,943	104,862	110,780	114,785	116,344	117,903
Step 17	98,943	104,862	110,780	<b>116,734</b>	<b>118,291</b>	<b>119,850</b>
Max Step 1	98,943	104,862	110,780	123,276	124,967	126,658
Max Step 2	98,943	104,862	110,780	123,276	124,967	126,658

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 2.8% of the top step salary for that track. This amount shall not be cumulative from year-to-year.



**APPENDIX G - Veteran Salary Schedule  
AMHERST SCHOOL DISTRICT  
2021-2022**

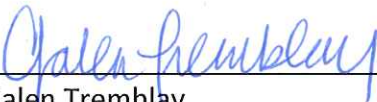
COLA Increase = 2%

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
Step 1	74,717	76,307	77,895	86,087	87,676	89,265
Step 2	75,908	77,497	79,087	87,279	88,867	90,457
Step 3	77,496	79,087	80,676	88,867	90,457	92,046
Step 4	80,279	81,867	83,457	91,650	93,239	94,828
Step 5	82,663	84,251	85,842	94,033	95,622	97,212
Step 6	85,046	86,635	88,224	96,417	98,006	99,596
Step 7	87,033	88,622	90,212	98,403	99,992	101,581
Step 8	89,019	90,609	92,198	100,390	101,978	103,567
Step 9	91,006	92,596	94,184	102,376	103,966	105,555
Step 10	92,992	94,581	96,170	104,362	105,952	107,541
Step 11	<b>94,978</b>	96,567	98,158	106,347	107,938	109,528
Step 12	100,790	98,555	100,144	108,336	109,924	111,514
Step 13	100,790	<b>100,541</b>	102,130	110,323	111,910	113,500
Step 14	100,790	106,874	104,116	112,309	113,889	115,487
Step 15	100,790	106,874	<b>106,103</b>	114,294	115,884	117,472
Step 16	100,790	106,874	112,958	116,281	117,871	119,461
Step 17	100,790	106,874	112,958	<b>118,269</b>	<b>119,587</b>	<b>121,447</b>
Max Step 1	100,790	106,874	112,958	125,607	127,346	129,084
Max Step 2	100,790	106,874	112,958	125,607	127,346	129,084

A teacher who is in his/her second or subsequent year on the top step of a salary track shall receive 2.8% of the top step salary for that track. This amount shall not be cumulative from year-to-year.

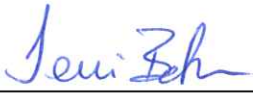
IN WITNESS WHEREOF the parties executed in this Agreement on this thirtieth day of May 2018, as of the date and year first written above.


AMHERST SCHOOL BOARD

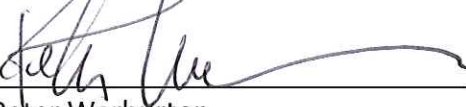
By   
Galen Tremblay  
Amherst School Board Chair

By   
Elizabeth Kuzsma  
Amherst School Board

By   
John Glover

By   
Terri Behm  
Amherst School Board

By   
Kevin Shea  
Amherst School Board

By   
Peter Warburton  
Superintendent of Schools

By   
Adam Steel  
Associate Superintendent of School

AMHERST EDUCATION ASSOCIATION

By   
Larry Ballard, AEA President

By   
Tracy Gagne, AEA Chairperson

By   
Grant Dustin, AEA Representative

By   
Amy Hanson, AEA Representative

By   
Nancy Panasiti, AEA Representative