

**Master Agreement**  
**between the**  
**Ashland School Board**  
**and the**  
**Ashland Teachers'**  
**Association**

**July 1, 2018 – June 30, 2022**

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MEMORANDUM OF AGREEMENT-ARTICLE X(A)(1-2)

## **PREAMBLE**

The School Board of the Ashland School District and the Ashland Teachers' Association, NEA-NH, agree that the primary function of the Ashland Schools is to provide a quality education for each child attending school in the District.

The School Board and the Association recognize their mutual responsibilities to each other, to the administration of the District, to the community, to communication in good faith and to reach an agreement which is mutually satisfactory.

## **DEFINITIONS**

The following list of terms will be used frequently in this Agreement and when they are used, they will mean the definitions described below unless otherwise stipulated.

1. The term "school" means any work location.
2. The term "teacher" means any person included in the bargaining unit so designated by the New Hampshire Public Employees' Labor Relations Board.
3. The term "association" means the Ashland Teachers' Association, NEA-NH, as certified by PELRB, and/or its agents and representatives.
4. The term "school board" or "board" means the duly elected members of the Ashland School Board.
5. The term "days" means days on which school is in session excluding: in-service days, holidays and vacation periods.

## **NEW POSITIONS**

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 Employees' Labor Relations Board.

**ARTICLE I**  
**RECOGNITION**

The Ashland School Board recognizes the Ashland Teachers' Association, NEA-NH, for the purposes of collective negotiations as the exclusive representative of all professional teachers of the Ashland School District, "certified by the New Hampshire Public Employees' Labor Relations Board to be in the collective bargaining unit".

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

**ARTICLE II**  
**JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of their employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District and to suspend, demote, discharge, withhold all salary increases and/or increment wage increases, or take any other disciplinary action against the employees within the laws and regulations of the State of New Hampshire and the State Board of Education; (d) to unilaterally act on any and all matters not excluded by RSA 273-A or the specific language of this Agreement; (e) to adopt and implement any rule or regulation concerning employee practices or working conditions without prior discussion with the Association, provided it does not conflict or violate any of the terms of this Agreement; (f) to maintain the efficiency of government operations; (g) to relieve employees from duties because of lack of work or for other legitimate reasons; (h) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (i) to determine the methods, means and personnel by which operations are to be conducted.

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

**ARTICLE III**  
**NEGOTIATIONS PROCEDURES**

- A. On or before September 1<sup>st</sup> of the prior 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 and shall submit no later than September 25<sup>th</sup> to the Board its demands on negotiable items. The parties shall, no later than September 25<sup>th</sup>, meet, confer, identify articles to open, and negotiate in accordance with the procedures set forth in RSA 273-A and in a good faith effort to reach a mutual understanding and agreement.
- B. The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a tentative agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- C. The Board agrees to help the Association to obtain such non-confidential information in its possession as is reasonably requested.
- D. 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 voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- E. Either party may utilize, if it so desires, the services of outside consultants and may call upon professional and lay representatives to assist or represent it in negotiations.
- F. Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of this Agreement shall be filed with the New Hampshire Public Employees' Labor Relations Board within fourteen (14) days of the signing.
- G. If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of any impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The appointed mediator shall be approved by written agreement by both parties. The mediator will then meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- H. If the mediator is unable to effect settlement of the controversy, either party may, by written notification to the other, request that their differences be submitted to fact finding. The fact finder will meet with the parties or their representative, or both, forthwith, either jointly or separately, make inquiries and investigations and hold hearings. Any such hearings will be held in closed session. The Board and the Association will furnish the

fact finder, upon his request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and suggest terms of settlement regarding the disputed matters submitted to him. The fact finder may make his report public in accordance with RSA 273-A:12,I.

- I. The costs for the services of mediator and/or fact finder, including per diem expenses, if any, will be shared equally by the Board and the Association.
- J. Determinations and/or recommendations under the provisions of Sections “G” and “H” of the Article will not be binding on the parties.

## **ARTICLE IV**

### **TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### **Teacher Rights and Responsibilities**

- A. The Board recognizes that all teachers shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association or participation in any of its activities.
- B. The Board shall not deny or restrict any right due a teacher under the laws of the United States of America and the laws of the State of New Hampshire.
- C. The School Board agrees that no teacher shall be required to appear before a regularly or specially scheduled meeting of the School Board on any matter which could adversely influence the employment of the teacher unless said teacher has been given prior written notice of the reason for such appearance at least five (5) days in advance of the meeting.
- D. Any teacher required to appear before the School Board shall be entitled to have a representative of the teacher’s choice to advise and represent said teacher at the appearance.
- E. It is recognized and agreed that teachers shall have the privilege to join or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.
- F. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and make conscientious efforts to meet, as required, with children, parents and/or consultants.

- G. In the classroom, teachers will not promote individual convictions, but shall encourage the students to study varying points of view and respect the student's right to form his/her own judgment.
- H. Teachers shall be encouraged to assist the Board in interpreting the program of the schools to the community in ways which will improve the public's understanding of purposes, problems and encourage its involvement and support.
- I. It is the responsibility of the teacher personnel and their representatives to honor Board policies and administrative regulations.
- J. Teachers shall comply with rules, regulations and policies adopted by the Board or its representative, which are not inconsistent with the provisions of this Agreement.
- K. A teacher shall be entitled to have a representative of the Association present when he/she is being formally reprimanded or disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher unless a representative of the Association has been notified to be present at a designated conference. If representation is requested, and so that the administration shall complete his/her disciplinary function, the designated conference shall be held no later than one hour after the request for such representation is made to the administrator involved. A local representative will be released, if necessary, from duty to meet such a request.
- L. The teacher accepts responsibility to strive for excellence in teaching and to take advantage of opportunities for continually improving his/her teaching skills and his/her relationship with children. Evidence of this responsibility includes reasonable and sincere participation in activities such as professional study committees, careful daily preparation, participation in public-oriented activities of the school such as Open House and public performance of students.

**Association Rights and Responsibilities**

- M. The Association shall have the privilege of using school buildings when reasonably available and in conformance with Board policy for meetings provided that when special custodial service is required, the Board may make a customary charge therefor. The Association shall have the privilege of posting notices of official organizational materials of the Association on the designated bulletin board provided in each of the buildings.
- N. The Board agrees to furnish to the Association in response to reasonable written requests from time to time, public information concerning the financial resources of the District. The Board further agrees to supply available information, which may be necessary for the Association to process, any grievance or complaint, except in cases involving confidential personnel records. However, the Board reserves the right to determine

what is germane to the matter so that irrelevant, confidential information on personnel does not become public.

- O. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. It is understood that no Association views on matters relating to Administrative/Teacher or Board/Association will be discussed in the presence of students. If, in the opinion of the principal or the immediate supervisor of the Association members, such Association activity is interfering with classroom activities or assigned duties, such Association activities must be discontinued immediately.
- P. The Association may use the inter-school mail service and the teachers' mailboxes, copiers, computers, email system, internet, telephones and other similar school equipment for the purpose of transmitting and/or distributing official organizational materials and conducting Association business, provided the Association does not disrupt school business. The Association shall comply with District policies and procedures for computer, email and internet usage. The Association acknowledges that the administration monitors District computer, email and internet usage and that teachers and the Association shall have no expectation of confidentiality in such usage.
- Q. All Association materials intended for distribution or display on any property under the management of the Board must be approved and signed by an appropriate Association official before display or distribution.
- R. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline, or violations of this Master Agreement by a teacher reflects adversely upon the teaching professional and creates undesirable conditions in the school system. Alleged breaches of discipline shall be reported as soon as practical to the offending teacher and may be reported to the Association. The Association will use its best effort to correct breaches of professional behavior by any teacher.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association as specified below, that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure.

- B. At the beginning of each school year, the Ashland Teachers' Association will form a standing grievance committee to hear and advise teachers on alleged violations of the Agreement. The teacher, upon receiving this advice, is free to initiate a grievance at Level One. Grievance Committee is to be comprised of three (3) professional employees with three (3) or more years of experience in the District.
- C. An individual employee may present a grievance to the Board or its designated representative without the intervention of the Association or its representative as long as any adjustments are not inconsistent with the terms of this Agreement.
- D. If, as a result of an informal discussion with the principal or appropriate administrator, a grievance still exists, he/she may invoke the formal grievance procedure through the Association or independently according to the following steps:

Step One: Within five (5) days of the time a grievance occurs, the teacher will present the grievance to his/her immediate administrators during non-teaching hours with the objective of resolving the matter informally. Within five (5) days after presentation of the grievance, the immediate administrator shall give his/her answer orally to the teacher with a dated receipt that a Step One meeting was held.

Step Two: If the grievance is not resolved in Step One, the teacher must, within five (5) days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance" (See Appendix F). This form shall name the teacher involved, shall state facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested, shall be signed by the teacher involved. The administrator shall give the teacher an answer in writing no later than five (5) days after receipt of the written grievance (See Appendix G).

Step Three: If the grievance is not resolved in Step Two, it must be submitted in writing within five (5) days to the Superintendent and the aggrieved teacher (and a representative of the Association, if the teacher so desires) shall meet within a reasonable time, not to exceed ten (10) days, in an attempt to resolve the matter.

Step Four: If a satisfactory disposition of the grievance is not made within the five (5) days of the meeting provided in Step Three above, the teacher shall have the right to file said grievance with the Secretary of the Board within ten (10) days of the meeting provided in Step Three. Presentation of the grievance shall include the entire documentation of facts and information

submitted at this step and at arbitration. The Board will have fifteen (15) days from receipt of the certified letter to resolve and render its decision, in writing, to the Association and the aggrieved teacher.

Step Five: If the grievance remains unresolved at the conclusion of Step Four, it may be submitted for binding arbitration at the request of the teacher, provided written notice of the request for submission to arbitration is delivered to the Board or Association within ten (10) days after the date of the decision under Step Four. Following the written notice of request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the American Arbitration Association shall be requested to provide a panel of at least five (5) arbitrators. Each party shall have ten (10) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reasons the appointment cannot be made from the submitted lists, the AAA administrator shall have the power to make the appointment from among other members of the panel without the submission of any additional list.

### **Rights of the Arbitrator**

It shall be the function of the arbitrator and he/she shall be empowered except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He/she shall have no power to establish salary scales or change any salary, unless it is found that a teacher has been improperly placed on the existing salary schedule.
- c. He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the

express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being set forth herein remains within the reserved rights of the Board.

- d. He/she shall have no power to rule on any of the following:
  - 1. The termination of services of or failure to re-employ any non-tenured teacher.
  - 2. The termination of services or failure to re-employ any teacher to a position on the co-curricular schedule.
  - 3. To order the re-hiring of any teacher.
- e. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- f. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- g. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be binding on the Association, its members, the employee or employees involved and the Board. The Association shall discourage any of its members and shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
- h. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other. The filing fee shall be paid by the moving party.
- i. Claims for Back Pay: All grievances must be filed, in writing, within fifteen (15) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than fifteen (15) days prior to the date a written grievance is filed.
  - 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.
  - 2. No decision in any one case shall require a retroactive adjustment in any other case.

- j. Any grievance occurring during the period between the termination date of the Agreement and the effective date of the new Agreement shall not be processed. Any grievance which arose prior to the effective date of the Agreement shall not be processed.
- k. The arbitrator is advised that he/she shall not insert his/her judgment or wisdom for that of the employer.
- E. The number of days indicated at each step of the Grievance Procedure shall be considered as maximum and every effort shall be made to expedite the grievance process. Any time limit may be extended by mutual consent, although both parties recognize the desirability of the timely resolution of all contract disputes.
- F. Failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- G. The failure of an administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- H. It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the student's educational program. Release time shall be granted only upon mutual consent of the aggrieved person, the Association and the Superintendent. Such release time shall be without loss of pay to the extent required for such participation in actual meetings with the Board or its designated representatives.
- I. A grievance may be withdrawn at any step without prejudice.
- J. In the course of investigation of any grievance, representatives of the Association will report to the principal and state the purpose of the visit immediately upon arrival.
- K. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- L. The Association is prohibited from processing a grievance on behalf of an employee under the Grievance Procedure of this Agreement without the written consent of the employee.
- M. Facts or obviously pertinent information of the alleged violation which could not be otherwise be reasonably obtained prior to a decision by the Superintendent at Step Three will be considered by the School Board as new evidence regarding the alleged violation at Step Four. If, in the opinion of the School Board, the new evidence substantially changes the nature of the grievance and therefore could have affected the decision of the Superintendent at Step Three, the School Board will remand the grievance back to Step Three or will recommend the filing of a new grievance at Step One without penalty of a violation of any earlier time limits.

If, in the opinion of the School Board, the new evidence presented at Step Four does not substantially change the nature of the original grievance, the School Board will render a decision within the allotted time limits of Step Four. The Association agrees that it will not consciously withhold evidence for submission to the appropriate administrator prior to his/her rendering a decision at either Step One or Step Two.

**ARTICLE VI**  
**TEACHING ASSIGNMENTS**

- A. Teaching is a profession: therefore, teachers should have some flexibility in setting his/her own work day. However, teachers agree to be on duty and to work the hours required to accomplish their total teaching assignment and responsibility. Because of the basic differences which exist in the amount of planning, paperwork, curriculum study, extra-curricular supervision and other duties, it is impossible to keep the teaching day on a completely equal schedule. However, in fairness to pupils, parents and teachers and in the interest of some uniformity, the following should be observed:
- B. Teachers shall report to their classrooms at least thirty (30) minutes before the opening of the pupil's regular school day in the morning. Teachers shall be permitted to leave thirty (30) minutes after the close of the pupil's regular school day. Teachers are encouraged to remain for a sufficient period of time after the close of the pupil's school day to attend to those matters which require attention, including consultation with parents as scheduled by or with approval of the teacher.
- C. While ensuring the right of a classroom teacher to have a continuous teaching day, the School Board, with consultation of the principal and assistant principals, reserves the right to vary school openings and/or vary an individual teacher's starting time if the best interests of the school and the students can thusly be served. If the starting times of individual classroom teachers in a particular building vary, the Association shall be apprised of the educational reason or reasons for the variance.
- D. All teachers agree to make themselves available for student and parent conferences. All teachers shall attend meetings called by the administration as a regular part of their teaching assignments unless otherwise excused by the administration. Sufficient notice of such meetings and agendas will be given when practicable.
- E. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality education program practicable for each student in the school district, thus the teacher shall continue to use the school day for:
1. Planning and preparing for their classes. (Careful daily, weekly and semester preparation.) Each teacher will have at least five planning periods per week appear in the master schedule. Each teacher will have these periods available for planning, when feasible.
  2. Teaching their pupils.
  3. Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.

4. Reporting their evaluations of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during the school day.
  5. Assuming other responsibilities of the education, health, safety and welfare of their pupils.
  6. Providing professional services to the school and community for the purpose of assisting in the development and implementation of quality education in the Ashland School District.
  7. Each teacher shall have a daily twenty (20) minute duty free lunch period.
- F. All assignments and/or appointments shall be at the discretion of the administration. All assignments except temporary assignments shall be within the area of teacher competency, teaching certification and major and minor fields of study and where, in the opinion of the administration, circumstances so warrant.
- G. Except in unusual circumstances, teachers will be notified of their teaching assignments and extra- or co-curricular duties for the ensuing year before May 15 of the current year.
- H. Both parties acknowledge the responsibility of building administrators to exercise the authority to reassign any teacher duties to meet any emergency situation.
- I. Supervision of students is the responsibility of all teachers during the entire school day, such supervision when possible to be shared proportionally and scheduled by the principal in consultation with the assistant principals. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies and any other place where students may congregate during the normal school day. Teachers will cooperate in good housekeeping practices in their lounge, the halls and respective classrooms.
- J. Any teacher desiring to leave the assigned building prior to the completion of the daily schedule and the normal work day shall secure the permission of the immediate supervisor or the supervisor's designated appointee.
- K. It is recognized by both parties that participation in activities that relate to education and students can be helpful. Teachers are encouraged to participate in after-school activities, e.g., curriculum textbook selection, sponsor of student activities, etc., as well as any other appropriate committee which would contribute to the betterment of the education of the children in the Ashland School District.
- L. It is understood and accepted that teacher attendance at school-affiliated afternoon/evening meetings (PTA, PTO, etc.) and performances is desirable and beneficial. Except for illness, emergency or legitimate excuse, teachers will be required to attend designated evening meetings which are planned to provide parents and guardians with the opportunity to visit classrooms and/or confer with teachers, such as Open House and parent-teacher conferences. Even though staff attendance is desirable at student performance events such as

athletic or artistic performances, only teachers serving as sponsors, coaches or in another official capacity related to the event shall be required to attend such events.

- M. Members of the staff, with the approval of the appropriate administrator, may adjust their schedules to better serve students and parents.
- N. School-wide staff meetings with administration after school shall be limited to one (1) meeting each month, except in emergencies. All after school meetings shall start within fifteen (15) minutes from the end of the pupils' regular school day and the administration shall strive to keep such meetings to sixty (60) minutes in length. The administration shall provide forty-eight (48) hours' notice if it anticipates such meeting shall last longer.

## **ARTICLE VII**

### **TEACHER EVALUATION**

- A. The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress of both newly employed and experienced personnel. Therefore, to this end, the following procedure will be implemented in an effort to accomplish the intent stated below:
- B. Teachers shall be employed on a year-to-year basis and all teachers with less than three (3) years' experience in Ashland shall be formally observed by the administration at least two times during the school year. Teachers with four (4) or five (5) years' experience in Ashland shall be formally observed by the administration at least one (1) time during the school year. Teachers with more than five (5) years' experience in Ashland are to be formally observed at least once every two years.
- C. Observations shall be conducted by the principal or other administrators and/or supervisors assigned by the Superintendent. Each official observation shall be made, in person, for a reasonable length of time. All monitoring devices used to observe the performance of a teacher shall be used openly and with full knowledge of the teacher.
- D. A copy of the written observation report shall be submitted to the teacher in a timely manner not to exceed thirty (30) calendar days after the date of observation. The teacher shall be given an opportunity to review the written observation prior to the personal interview regarding said observation. The teacher shall review and sign the observation report within one (1) day as evidence that he/she has reviewed the report. Three copies of the observation report are to be signed by the teacher. One copy is to be retained by the teacher, one is retained by the principal and the third copy is sent to the Superintendent by the principal. In the event that the

teacher believes his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the observation report to be placed in his or her personal file.

- E. It shall be the duty of the principal to assist, counsel and orient the newer teacher to the teaching profession, to the individual school and to the school district. The principal will describe the evaluation process to new teachers.
- F. It is understood that the ultimate decision with respect to evaluation is the exclusive prerogative of the Board.
- G. The Association agrees that the Board shall evaluate teaching ability to determine if a teacher merits contract renewal, particularly teachers with less than five (5) years' teaching experience in Ashland, and that such evaluation requires judgment about many subjective factors which are difficult to document with precision, such as the ability of a teacher to inspire students, mastery of and progress in his/her subject area and his/her capacity to work effectively with colleagues, supervisors and parents. Therefore, administrative observations of a teacher's classroom performance and/or general effectiveness are recognized as only part of the Board's responsibility to render decisions regarding teacher evaluation.
- H. Notwithstanding the foregoing, all teachers are automatically granted the full rights of RSA 189:13 and 14 (The Fair Dismissal Law).
- I. Each teacher shall have the right, upon request, to review the contents of his/her own personal file. The teacher must make an appointment with the Superintendent to do so.
- J. Any alleged violation arising from the evaluation or observation of a teacher other than procedural violations shall only be grievable through Step Four of the Grievance Procedure described in Article V.
- K. Any changes in the evaluation format, content or procedure shall be negotiated with the ATA.

## **ARTICLE VIII**

### **SCHOOL CALENDAR** (Including In-Service Days)

- A. The Association and individual teachers may make recommendations to the principal(s) for the ensuing year's school calendar. The principal(s) in turn will make the teachers' recommendations known to the Superintendent. The Board will make the final determination. The number of teacher days shall not exceed one hundred eighty-five (185), which shall include at least five (5) in-service days. The Board may schedule early release or late opening for students on up to four (4) instructional days for the purpose of professional development with teachers after students are released or before students arrive.

- B. Whenever time permits, the Superintendent may consult with the Association prior to making a calendar change.
- C. In the event days must be made up due to inclement weather or other possibility, the Superintendent will consult with the Association about possible dates to meet state requirements. The Board will make the final determination.
- D. “In-service days” means the non-instructional days within the one hundred eighty-five (185) days for which teachers are contractually obligated. One (1) of the in-service days shall be scheduled before the start of the instructional year for each teacher to be in his/her classroom to set-up and prepare for the instructional year. One (1) of the in-service days shall be scheduled for the weekday immediately following the last instructional day.

## **ARTICLE IX**

### **PROFESSIONAL IMPROVEMENT**

- A. In accordance with the Ashland Professional Development Master Plan, each teacher shall maintain appropriate certification credentials issued by the New Hampshire State Department of Education.
- B. “Professional Growth” means activities undertaken by the teacher in pursuance of the teacher’s “Individual Three-Year Professional Development Plan” as outlined in the Ashland School District’s Professional Development Master Plan.
- C. The District shall budget a sum of \$19,000 in 2018-19; \$20,500 in 2019-20; \$22,000 in 2020-21; and \$23,500 in 2021-22 for professional improvement. Funding will be limited to the amount budgeted. Teachers may use up to \$2,000 for coursework, workshops, conferences and other professional growth activities that are approved and administered by the building principal. These activities shall be taken in the professional employee’s related field.
- D. The teacher shall apply to the building principal before taking a course or program to ensure its eligibility for prepayment or reimbursement. The principal shall determine whether a course of study will apply under this section.
- E. Teachers may request prepayment of a course, conference, workshop, on-line course, webinar or some other professional growth activity.

1. In order to receive prepayment, the teacher must first complete the My Learning Plan process. Using the process the teacher will be able to outline the nature of the request, indicate the estimated costs and request approval.
  2. The principal shall determine whether prepayment should be approved.
  3. Prepayment requests shall be made at least five (5) calendar days in advance of the deadline for payment of the professional growth activity.
  4. The Course Approval Form shall also specify the following criteria:
    - a. The teacher must earn a grade of B (3.0) or better in course work and must provide evidence of the grade within 15 days of the receipt of the final grade.
    - b. The teacher shall provide evidence of successful completion of other professional growth activities within 15 days of completion of the activity or receipt of such evidence.
    - c. The teacher will provide documentation of payment for the professional growth activity.
  5. Should the criteria outlined not be met, the funds issued for prepayment shall be reimbursed to the District in total either by lump sum payment or through payroll deduction evenly distributed throughout the remainder of the District's fiscal year.
- F. Reimbursement to the teacher for professional growth activities will be made after proof of successful completion of the activities has been provided to the principal. This proof shall include receipt of payment, a final grade for course work or a certificate of completion for other activities.
- G. Reimbursement to the teacher shall be made for courses in which the teacher received a grade of B (3.0) or better.
- H. The SAU office will provide a written accounting of the Professional Improvement budget line to the Association as of December 1<sup>st</sup> and April 1<sup>st</sup> of each year.
- I. If by May 15<sup>th</sup>, the budget for professional improvement has not been completely spent, teachers may apply for additional consideration for reimbursement of approved professional improvement activities. The Superintendent or designee will determine distribution of the funds. .
- J. Teachers may be required to attend training sessions beyond their regular contracted school year for school-wide initiatives when the following conditions are met:

1. The Ashland School Board, or its designee, and the Ashland Teachers' Association have collaborated on the need for the training and the training length, date(s) and location have been mutually developed and agreed upon.
2. The training is a pedagogical approach requiring entire staff implementation.
3. The training is at no cost to the employee including registration or tuition, lodging, travel, mileage, meals and other related costs.
4. Employees will receive compensation for each day of training at a minimum of 1/185 of their current yearly salary.
5. Exceptions can be made by the administration when circumstances warrant.

## **ARTICLE X**

### **HEALTH INSURANCE**

A. The Ashland School District shall provide the following health insurance options:

1. Access Blue AB20: The District shall pay 90% of the premium, minus (starting January 1, 2018) the adjustment for high cost plan under paragraph 3. The teacher shall pay 10% of the premium, plus (starting January 1, 2018) the adjustment for high cost plan under paragraph 3.<sup>1</sup>
2. Access Blue Site of Service ABSOS20/40IKDED: The District shall pay 96% (2018-2019; 95% (2019-2020); 94% (2020-2021; 93% (2021-2022) of the premium, minus (starting January 1, 2018) the adjustment for high cost plan under paragraph 3. The teacher shall pay 3% of the premium, plus (starting January 1, 2018) the adjustment for high cost plan under paragraph 3.<sup>1</sup>
3. The adjustment for high cost plan shall equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 (\$27,500 per year) for two-person or family coverage. The plan's cost for purposes of this adjustment equals the aggregate premium, plus any contributions to an FSA. In the event that 26 U.S.C. 4980I (excise tax under the Affordable Care Act on high cost employer-sponsored health coverage) is amended during the term of this Agreement, then the Board or the Association may reopen negotiations on Article X to address the impact of that amendment.
4. All deductibles will be the responsibility of the employee. Coverage for part-time staff members shall be pro-rated based on their percentage of full-time employment. This pro-ration applies to the premium. Employees will have a choice to enroll in either of the health plans. During the term of this contract, the prescription plan R10/25/40/M10/40/70 will be maintained for all covered employees.

5. An opt-out cash payment will be given in the amount of 50% of the District cost of a single Access Blue AB20 plan to any eligible employee who declines enrollment in District health insurance plans. An eligible employee who declines enrollment in the health insurance plans must provide evidence that the employee has health insurance coverage under an alternative plan.

**1. Example:** Assume the AB20 premium is \$29,000 and the annual plan's cost under paragraph 3 is \$30,000. The annual adjustment under paragraph 3 will be \$1,000 ( $40\% \times [\$30,000 - \$27,500]$ ). Under paragraph 1, the District will pay \$25,680 ( $[92\% \times \$29,000] - \$1,000$ ), and the teacher will pay \$3320 ( $[8\% \times \$29,000] + \$1,000$ ).

- 6.

- B. Effective July 1, 1994, the District will pay 50% of a single coverage cost of Delta Dental Plan XII. Employees electing dental coverage must execute a payroll deduction authorization for their respective 50% contribution to the cost of this coverage.
- C. In the event there is a change in the health insurance carrier, determination of said carrier will be at the sole discretion of the Ashland School Board, which will maintain equal or better coverage.
- D. The District will provide at least one approved plan.
- E. Coverage for a teacher completing a school year will stay in effect until August 30<sup>th</sup> of that year. Anyone terminating their position without completing the school year would be covered until the 1<sup>st</sup> of the following month. Teachers who have taught for at least ten (10) years in the Ashland School District and who are fifty-five (55) years of age or more may remain on the District's retiree group health plan provided they make timely payment of the appropriate premiums.
- F. To the degree allowable under Section 125 of the Internal Revenue Service Code professional employees may choose to contribute to a flexible spending arrangement (FSA). Amounts contributed are not subject to federal income tax, Social Security tax or Medicare tax. Employees may contribute to a Health FSA and a Dependent Care FSA. Throughout the year, employees can use Health FSA funds to pay qualified medical expenses not covered by their health plan, including co-pays, deductibles and other allowable expenses. Throughout the year, employees can use Dependent Care FSA funds to pay for such dependent care services such as day care, preschool, and summer camps. . In the case of dependent care funds, current claims cannot exceed current employee contributions. According to IRS code, once designated, unused money may not be reclaimed by the employee.
- G. A \$30,000 term life and accidental death insurance policy will be provided by the District for each employee.

## **ARTICLE XI**

### **AUTHORIZED LEAVE**

- A. Sick leave shall mean absences due to personal illness, injury or medical/dental appointments. The ten (10) days per year will be given with full pay. Unused sick leave shall be allowed to accumulate not to exceed one hundred (100) school days.
  - 1. A doctor's certificate shall be presented for all absences in excess of three (3) consecutive days at the request of the Superintendent.
  - 2. Pregnancy-related disabilities shall be treated as any other illness.

3. Teachers shall be given a written accounting of their accumulated sick leave at the beginning of each year.
  4. Ten (10) sick days per year may be used for sickness in the family. Family shall be defined for the purposes of sick leave as: parents, children, spouse, brothers and sisters.
  5. Partial sick days may be approved at the discretion of the Principal.
  6. A sick leave pool will be established. The initial enrollment in the pool must take place prior to September 15, 2013. To enroll in the sick leave pool, each professional employee will contribute between one and three sick days. Employees hired after the start of the school year shall have 15 days to select participation in the sick leave pool.
  7. Employees may enroll in the pool each subsequent year by donating one to three sick days by September 15<sup>th</sup>. The sick leave pool may accrue up to 180 days and the pool will be carried forward from year to year maintaining the cap at 180 days. Once the pool reaches its maximum accrual, only new employees or those who have not previously enrolled in the sick leave pool will donate one day to join the sick leave pool. When, through usage, the sick leave pool level decreases to 140 days, all members of the sick leave pool must donate one day at the beginning of each school year until the pool again reaches its maximum accrual. The Ashland School Board may take into consideration and deliberate on individual requests for sick bank leave for any request that unduly burdens the sick bank during the first two years of this contract, ending June 30, 2022.
  8. A Sick Bank Committee will establish criteria. The initial sick bank criteria will be subject to approval by the Ashland Teachers' Association and the Ashland School Board. Following this approval, the Committee will notify all members of the criteria and determine whether requests for withdrawal from the sick bank will be granted. The Committee will consist of two members from the Association, one administrator, and one school board member. The final decision of the Committee, relative to any request, is not subject to grievance procedures.
- B. Emergency leave up to five (5) days at full pay shall be granted for death in the immediate family of the Professional Employee or spouse.
1. This benefit would apply as many times in a school year as required.
  2. The term "immediate family" means: spouse, children, parents, brother or sister.
  3. One day per death shall be granted for death of a grandparent or grandchild.
  4. Leave for serious illness in the immediate family will be at the sole discretion of the Superintendent.

- C. Personal leave up to three (3) days at full pay shall be granted for personal reasons. This must be requested three (3) days in advance, when possible. These days shall not be accumulative.
- D. Professional leave up to three (3) days for attendance at professional meetings may be allowed at the sole discretion of the Principal. These days shall not be accumulative.
1. The Superintendent shall consider the budgetary constraints in rendering his/her decision for all requests of professional leave.
  2. Full salary will be granted during the absence, as well as full travel expenses and full registration fee for attendance. (This will only take effect when prior approval has been received.)
  3. A written report shall be made to the principal and the Professional Employee shall accept the responsibility of sharing the experience of the leave with others.
- E. Military Leave. Military personnel, who are in reserve status and who are called to active duty in any of the United States' military services which cannot be postponed or deferred, such as Reserve Duty, Special Emergency Duty, etc., will be compensated for such absence from their contract duty to the District, to the extent that the District will pay during a ten (10) day period, the difference between their per diem contract salary and their per diem military pay. Such compensation shall be made only after one (1) year experience in the District. The intent is that such Professional Employee be assured of the equivalent of his/her per diem salary for a ten (10) day period per calendar year when the military salary is less than his/her teaching salary.
- F. Jury Duty. If it is necessary for any employee of the District to serve as a juror, he/she will be assured of his/her contracted salary. Jury duty pay will be returned to the District or it will be deducted from the salary payment, so as to assure the contract level of the employee. The employee may elect to keep jury duty pay in lieu of the per diem salary for those days on jury duty where the pay is higher than the per diem salary.
- G. Absences for reasons other than those specified above may be granted at the discretion of the School Board but will result in a deduction of 1/185<sup>th</sup> of their annual salary for each day absent. However, no leave of absence solely for vacation purposes will be allowed.
- H. Unpaid leaves of absence up to one year in duration, may be considered by the Board for the following reasons and only if requested six (6) months in advance.
1. Exchange teaching programs
  2. Advanced university or college study
  3. Personal health. In cases of emergency, the requirement of notice may be waived. Under this provision, no more than two (2) of the teachers may be granted this benefit for any given year.

- I. Parenthood. A leave of absence for childbearing or child-rearing shall be available to all teachers. A leave of absence up to one (1) year shall be granted a teacher following the birth or adoption of a child.
- J. General Provisions:
  - 1. Upon return from leave, a teacher shall be assigned to the same or similar position the teacher left, unless the position has been modified or terminated during the leave.
  - 2. Upon return from leave, the teacher shall be reinstated with all accrued rights and benefits held prior to the leave.

**ARTICLE XII**  
**COMPENSATION**

- A. The basic salaries covered by this Agreement are set forth in Appendixes A, B, C and D, attached to and incorporated in this Agreement. All teachers shall be given full credit on the schedule set forth therein for full years of teaching experience in any school district. Teachers may also be considered for credit on the schedule for experience in other employment which is directly related to the subject area(s). Placement on the salary schedule shall be at the discretion of the Superintendent and in accordance with the teacher's total applicable years of experience and highest degree. Placement of present employees shall be agreed upon between the Board and the Association. The Board reserves the right to withhold either an increment raise or any raise at all from an individual teacher when so determined by the Board within the laws and regulations of the State of New Hampshire and the State Board of Education.

The Ashland School Board encourages the enrollment of teachers in graduate courses in an advanced degree program. When a teacher obtains an advanced degree or reaches a course work hour total that allows for a salary adjustment as defined by the current collective bargaining agreement, the new salary will start on the first day of the next month, provided the following conditions are met:

- 1. The employee provides official documentation of the degree or the course work.
- 2. The administration notified the staff at the beginning of the budget development cycle to include any anticipated track and/or degree changes for the school year.
- 3. The employee notified the District by December 1<sup>st</sup> of the previous school year that they would be attaining a new degree or passing a course work hour milestone as defined in the collective bargaining agreement. This is done so that the Board can budget for the change in salary. There is no penalty for notifying the Board in advance and then not attaining the degree.

4. The administration may make exception in the case of a new teacher to the District.
- B. Teachers involved in extra-curricular or co-curricular assignments shall be paid in accordance with the schedule as set forth in Appendix E, which is attached to and incorporated in this Agreement. In the event that any new extra-curricular or co-curricular positions shall be determined by the School Board, it shall be made an addendum to this Agreement before said position is assigned.
  - C. Compensation shall be made by check and the Professional Employee shall have the option at the beginning of the school year only of receiving such compensation in (a) 21 payments spaced at two-week intervals based on 26 payment increments with the balance due and payable as the 21<sup>st</sup> payment; (b) 21 equal payments spaced at two-week intervals.
  - D. In so far as possible, compensation for the basic salary will be divided among the payments and all monies to be withheld by law shall be equal to all others.
  - E. Extra compensation for additional duties will be paid in a lump sum at the end of the season or year.
  - F. Additional withholding shall be at the discretion of the Professional Employee.
  - G. Final compensation shall be determined by the salary divided by 185 times the number of days paid full salary. 185 represents days contracted to work.
  - H. Retirement Provision: Bargaining unit members whose combined years of service in Ashland and age equals seventy (70) shall be eligible for the following retirement program:
    1. Notice of Intent: Notice of the member's intent to retire under this program must be submitted in writing to the Superintendent of Schools no later than November 1<sup>st</sup> of his or her final year of teaching.
    2. Program Formula: A bargaining unit member meeting these requirements will be eligible for a retirement benefit stipend equal to 0.75% of his or her final salary multiplied by the number of years taught in the Ashland School District, up to a maximum of 40 "Final salary" means the amount on the salary schedule in Appendix that is paid to the teacher during the final school year.
    3. Program Implementation: The retirement benefit stipend shall be payable not later than the July 31<sup>st</sup> after the final school year. The limit on the number of employees eligible for this program in any single year is two (2). In the event that more than the specified numbers apply, the plan shall be limited to the most senior applicants. The District shall determine seniority by years of service in the Ashland School District, then by the date of hire of the employee.



**ARTICLE XIII**  
**DUES DEDUCTIONS**

- A. It is agreed by and between the School Board and the Association that, upon written authorization of Association members who are members of the New Hampshire Education Association/National Education Association, the School Board shall deduct an amount to provide payment of dues to NEA/NHEA from the regular salary check of the teacher. Deductions shall be in equal amounts for pay periods between October 1 and May 30. The amounts so deducted pursuant to such authorization of the teacher shall be promptly remitted directly to ATA, NEA-NH.
- B. The Association agrees and accepts the insertion of a save harmless clause for all authorized Association dues. Said clause will read as follows: “The Association shall indemnify and save the Ashland School District and the Board harmless against and from any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with this request.”
- C. It shall be the Association’s responsibility to make this clause known to all of its members.

**ARTICLE XIV**  
**CONTRACTS**

- A. All professionals will be employed in the Ashland School District by an individually written contract between them and the School Board.
- B. Engagement by contract will be the sole prerogative of the Board on nomination by the Superintendent of Schools.
- C. Contracts will be prepared and offered the faculty members on or before April 15 of each year. All contracts must be returned to the Superintendent not later than fifteen (15) days after being offered. A signed contract will indicate acceptance of the offered position and the conditions appertaining thereto; an unsigned contract that the position is refused and the Professional Employee does not intend to return. A contract not returned within the fifteen (15) day period will not be granted, except under unusual circumstances and only at the discretion of the Superintendent. A contract which has been altered or provisionally accepted by the teacher shall be treated as a counter-offer and shall be considered a refusal to accept the contract tendered by the School Board.
- D.

The basic contract will call for 185 days of service. If contracts are written wherein the length of service demanded or expected is more than 185 days, then compensation shall be granted for such extra days and will be computed for each individual faculty member on a per diem basis in accordance with their position on the schedule.

- E. Each contract will indicate the step on the schedule that the contract covers.

## **ARTICLE XV**

### ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. This Agreement shall be binding upon the Board and its successor and upon any school district into which or with which the District shall be merged, combined, subdivided or otherwise reorganized.

## **ARTICLE XVI**

### REDUCTION IN FORCE

- A. If it is necessary to reduce the number of teachers employed by the District for legitimate reasons such as a substantial decrease in student enrollment, the School Board may lay off teachers. The Board, in determining which employees shall be laid off, will first take into equal consideration the job performances of each individual, their areas of certification and their seniority in the District.
- B. Seniority shall be determined only by the number of years as a duly certified employee of the Ashland District.
- C. In the event that a reduction in force is considered by the School Board, the Association upon request shall furnish the School Board with a list of seniority and areas of certification concerning each teacher.
- D. Teachers who are laid off shall be reinstated in inverse order of their being laid off, if certified to fill any vacancy. Reinstatement shall not result in a loss of credit for previous years of experience both within the District and elsewhere. Rights to reinstatement shall be in effect for one year from the last day of employment within the District.
- E. No new or substitute appointments may be made while there are laid-off teachers who are qualified and certified to fill any vacancy and willing to accept the available assignment.
- F. There shall be no seniority among probationary, temporary or part-time employees.
- G. The Board shall give written notice of recall from lay off by sending a registered or certified letter to said teacher at his/her last known address. If a teacher fails to report to work within ten (10) days from the date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered

as a voluntary quit and shall thereby terminate the individual's employee contract and any other employment relationship with the Board.

## **ARTICLE XVII**

### **SAVINGS CLAUSE**

- A. If any article or other part of this Agreement or any application of this Agreement to any teacher or groups of teachers is changed by legislative action, by executive order, or by directive of the State Board of Education, or is held to be contrary to law by a court of competent jurisdiction and a final determination has been made, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions and/or applications of this Agreement shall continue in full force and effect.

## **ARTICLE XVIII**

### **GENERAL PROVISIONS**

- A. This Agreement may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in written and signed amendment to this Agreement.
- B. Fifty (50) copies of this Agreement between the School Board and the Association shall be printed at one-half the expense of both parties and shall be presented to all teachers now employed and hereafter employed by the School Board during the term of this Agreement.
- C. This Agreement shall be binding upon the School Board and its successor.

## **ARTICLE XIX**

### **ENTIRE AGREEMENT CLAUSE**

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

**ARTICLE XX**  
**DURATION CLAUSE**

- A. The School Board and the Association agree that this Agreement and its provisions, having been ratified by both parties, shall be in effect beginning July 1, 2018 and remain in effect until June 30, 2022. Negotiations for a new Agreement will begin no later than September 11, 2021. It is further agreed that any addenda to this Agreement shall remain in effect until midnight, June 30, 2022.
- B. The parties agree that negotiations for a new Agreement shall take place in accordance with RSA 273-A and that negotiations shall take place prior to the termination of this Agreement.

For the Ashland Teachers' Association:

For the Ashland School Board:

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A**

**ASHLAND SALARY SCHEDULE**

**2018-2019**

<b>Step/Track</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+21</b>
<b>1</b>	<b>37,118</b>	<b>38,416</b>	<b>39,955</b>	<b>41,353</b>
<b>2</b>	<b>38,290</b>	<b>39,629</b>	<b>41,215</b>	<b>42,658</b>
<b>3</b>	<b>39,494</b>	<b>40,877</b>	<b>42,512</b>	<b>44,000</b>
<b>4</b>	<b>40,738</b>	<b>42,164</b>	<b>43,853</b>	<b>45,386</b>
<b>5</b>	<b>42,023</b>	<b>43,493</b>	<b>45,234</b>	<b>46,817</b>
<b>6</b>	<b>43,346</b>	<b>44,864</b>	<b>46,658</b>	<b>48,291</b>
<b>7</b>	<b>44,711</b>	<b>46,276</b>	<b>48,128</b>	<b>49,812</b>
<b>8</b>	<b>46,119</b>	<b>47,734</b>	<b>49,643</b>	<b>51,381</b>
<b>9</b>	<b>47,573</b>	<b>49,237</b>	<b>51,207</b>	<b>52,999</b>
<b>10</b>	<b>49,213</b>	<b>50,936</b>	<b>52,975</b>	<b>54,828</b>
<b>11</b>	<b>50,911</b>	<b>52,694</b>	<b>54,801</b>	<b>56,721</b>
<b>12</b>	<b>52,669</b>	<b>54,512</b>	<b>56,692</b>	<b>58,676</b>
<b>13</b>	<b>54,485</b>	<b>56,391</b>	<b>58,646</b>	<b>60,698</b>
<b>14</b>	<b>56,364</b>	<b>58,338</b>	<b>60,671</b>	<b>62,796</b>
<b>15</b>	<b>58,310</b>	<b>60,349</b>	<b>62,763</b>	<b>64,960</b>
<b>16</b>	<b>60,925</b>	<b>63,055</b>	<b>65,579</b>	<b>67,874</b>

**APPENDIX B**

**ASHLAND SALARY SCHEDULE**

**2019-2020**

<b>Step/Track</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+21</b>
<b>1</b>	<b>37,860</b>	<b>39,185</b>	<b>40,755</b>	<b>42,180</b>
<b>2</b>	<b>39,056</b>	<b>40,422</b>	<b>42,039</b>	<b>43,512</b>
<b>3</b>	<b>40,284</b>	<b>41,694</b>	<b>43,362</b>	<b>44,880</b>
<b>4</b>	<b>41,553</b>	<b>43,007</b>	<b>44,730</b>	<b>46,294</b>
<b>5</b>	<b>42,863</b>	<b>44,363</b>	<b>46,139</b>	<b>47,753</b>
<b>6</b>	<b>44,213</b>	<b>45,761</b>	<b>47,591</b>	<b>49,257</b>
<b>7</b>	<b>45,605</b>	<b>47,202</b>	<b>49,090</b>	<b>50,808</b>
<b>8</b>	<b>47,042</b>	<b>48,689</b>	<b>50,636</b>	<b>52,409</b>
<b>9</b>	<b>48,524</b>	<b>50,222</b>	<b>52,231</b>	<b>54,059</b>
<b>10</b>	<b>50,197</b>	<b>51,954</b>	<b>54,034</b>	<b>55,925</b>
<b>11</b>	<b>51,929</b>	<b>53,748</b>	<b>55,897</b>	<b>57,856</b>
<b>12</b>	<b>53,722</b>	<b>55,602</b>	<b>57,825</b>	<b>59,849</b>
<b>13</b>	<b>55,575</b>	<b>57,519</b>	<b>59,819</b>	<b>61,912</b>
<b>14</b>	<b>57,491</b>	<b>59,505</b>	<b>61,884</b>	<b>64,052</b>
<b>15</b>	<b>59,477</b>	<b>61,556</b>	<b>64,018</b>	<b>66,259</b>
<b>16</b>	<b>62,143</b>	<b>64,316</b>	<b>66,890</b>	<b>69,231</b>

APPENDIX C

**ASHLAND SALARY SCHEDULE**

**2020-2021**

<b>Step/Track</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+21</b>
<b>1</b>	<b>38,617</b>	<b>39,968</b>	<b>41,570</b>	<b>43,023</b>
<b>2</b>	<b>39,837</b>	<b>41,230</b>	<b>42,880</b>	<b>44,382</b>
<b>3</b>	<b>41,090</b>	<b>42,528</b>	<b>44,229</b>	<b>45,777</b>
<b>4</b>	<b>42,384</b>	<b>43,867</b>	<b>45,625</b>	<b>47,220</b>
<b>5</b>	<b>43,721</b>	<b>45,250</b>	<b>47,061</b>	<b>48,708</b>
<b>6</b>	<b>45,097</b>	<b>46,676</b>	<b>48,543</b>	<b>50,242</b>
<b>7</b>	<b>46,517</b>	<b>48,146</b>	<b>50,072</b>	<b>51,824</b>
<b>8</b>	<b>47,983</b>	<b>49,662</b>	<b>51,649</b>	<b>53,457</b>
<b>9</b>	<b>49,495</b>	<b>51,227</b>	<b>53,276</b>	<b>55,140</b>
<b>10</b>	<b>51,201</b>	<b>52,994</b>	<b>55,115</b>	<b>57,043</b>
<b>11</b>	<b>52,968</b>	<b>54,823</b>	<b>57,014</b>	<b>59,013</b>
<b>12</b>	<b>54,797</b>	<b>56,714</b>	<b>58,982</b>	<b>61,046</b>
<b>13</b>	<b>56,687</b>	<b>58,669</b>	<b>61,015</b>	<b>63,150</b>
<b>14</b>	<b>58,641</b>	<b>60,695</b>	<b>63,122</b>	<b>65,333</b>
<b>15</b>	<b>60,666</b>	<b>62,787</b>	<b>65,298</b>	<b>67,584</b>
<b>16</b>	<b>63,386</b>	<b>65,603</b>	<b>68,228</b>	<b>70,616</b>

**APPENDIX D**  
**ASHLAND SALARY SCHEDULE**  
**2021-2022**

<b>Step/Track</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+21</b>
<b>1</b>	<b>39,390</b>	<b>40,768</b>	<b>42,401</b>	<b>43,884</b>
<b>2</b>	<b>40,633</b>	<b>42,055</b>	<b>43,738</b>	<b>45,269</b>
<b>3</b>	<b>41,912</b>	<b>43,378</b>	<b>45,114</b>	<b>46,693</b>
<b>4</b>	<b>43,231</b>	<b>44,744</b>	<b>46,537</b>	<b>48,164</b>
<b>5</b>	<b>44,595</b>	<b>46,155</b>	<b>48,003</b>	<b>49,683</b>
<b>6</b>	<b>45,999</b>	<b>47,610</b>	<b>49,514</b>	<b>51,247</b>
<b>7</b>	<b>47,447</b>	<b>49,109</b>	<b>51,073</b>	<b>52,861</b>
<b>8</b>	<b>48,942</b>	<b>50,656</b>	<b>52,682</b>	<b>54,526</b>
<b>9</b>	<b>50,485</b>	<b>52,251</b>	<b>54,341</b>	<b>56,243</b>
<b>10</b>	<b>52,225</b>	<b>54,053</b>	<b>56,217</b>	<b>58,184</b>
<b>11</b>	<b>54,027</b>	<b>55,920</b>	<b>58,155</b>	<b>60,193</b>
<b>12</b>	<b>55,892</b>	<b>57,848</b>	<b>60,162</b>	<b>62,267</b>
<b>13</b>	<b>57,820</b>	<b>59,842</b>	<b>62,236</b>	<b>64,413</b>
<b>14</b>	<b>59,814</b>	<b>61,909</b>	<b>64,384</b>	<b>66,640</b>
<b>15</b>	<b>61,879</b>	<b>64,043</b>	<b>66,604</b>	<b>68,936</b>
<b>16</b>	<b>64,654</b>	<b>66,915</b>	<b>69,593</b>	<b>72,028</b>

## **APPENDIX E**

### Allocation of Extra-Curricular Activities

2018-2022

- A. The sum allocated for stipends related to extra-curricular activities service will be \$29,000 in 2018-19; \$30,000 in 2019-20; \$31,000 in 2020-21; and \$32,000 in 2021-22.
- B. The athletic director will consult with the principal before the Superintendent recommends that the Board offer any extra-curricular athletic activity. The advisor of any other activity will consult with the principal before the Superintendent recommends that the Board offer any other extra-curricular activity.
- C. Any and all extra-curricular activities will be offered at the sole discretion of the School Board upon recommendation by the Superintendent.

**APPENDIX F**

**Grievance Adjustment Form A**

**Complaint by the Aggrieved Person**

Name of the Complainant:

Date of Filing:

Home Address:

Home Telephone Number:

Position Held:

Name and Address of School:

Immediate Supervisor:

School Telephone:

PROVISIONS OF AGREEMENT, SCHOOL POLICY, OR PRACTICE ALLEGEDLY VIOLATED:

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

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Signature of Complainant

*Note: Keep one (1) copy of this form and send a copy to the immediate supervisor.*

APPENDIX G

Grievance Adjustment Form B

Decision of \_\_\_\_\_

*(To be completed within five (5) school days after the receipt of the written grievance.)*

Aggrieved Person:

Date of Formal Grievance:

Presentation:

School:

Principal:

DECISION OF THE AND

REASONS THEREFORE:

Name and Address of School:

Date of Decision: \_\_\_\_\_

Signature

AGGRIEVED PERSON'S RESPONSE:

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the \_\_\_\_\_

(a) Office of the Superintendent

(b) School Board

Date of Response: \_\_\_\_\_

\_\_\_\_\_  
Signature of Complainant



## **ADDENDUM**

The Ashland School Board and the Ashland Teachers' Association agree to pilot contracted nursing services for a one-year trial period. At the end of the year, we would reconvene to evaluate the feasibility of continuing contracting nursing services. Both the ATA and ASB agree that the Nurse is an essential part of our school community. If mutually agreed that it is not in the best interest of the school community to continue contracting nursing services the position would return to the Collective Bargaining Agreement.