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TIMBERLANE REGIONAL SCHOOL BOARD'S TENTATIVE AGREEMENT #1
WITH TIMBERLANE TEACHERS' ASSOCIATION

September 26, 2023

The School Board and the Association make the following tentative agreement. Items in bold are to be added and items struck-through are to be deleted.

ARTICLE 1 – RECOGNITION

Amend the second paragraph in Section 1.3:

Bargaining unit members working less than a full-time but ~~more than~~ a 50% **or more** schedule shall receive pro-rated benefits. Members working less than a 50% work schedule will receive no benefits.

ARTICLE 4 – GRIEVANCES

Amend the first paragraph in Section 4.5.4:

Procedure for Securing the Services of an Arbitrator - The following procedure will be used to secure the services of an arbitrator, **unless the parties mutually agree on the appointment of an arbitrator:**

ARTICLE 5 – LEAVES OF ABSENCE

Amend Section 5.6:

An employee shall be granted reasonable absences because of death in his/her immediate family with pay, not to exceed four (4) ~~five~~ **(5)** days per bereavement. In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased, the responsibility of the employee for making funeral arrangements and the distance traveled. ~~A fifth day~~ **Additional days** with pay may be granted at the discretion of the Superintendent. An employee's immediate family shall be considered as husband, wife, domestic partner who resides in the employee's household, child, stepchild, parent, stepparent, sibling, stepsibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, son-in-law and daughter-in-law. For other persons residing in the same household the employee shall be granted bereavement leave not to exceed four (4) days. An employee shall be granted reasonable absences with pay because of the death of his/her uncles, aunts, first cousins, nieces and nephews, not to exceed two (2) days per bereavement. Additional consideration for bereavement leave shall be granted at the discretion of the Superintendent of Schools in those cases not considered immediate family.

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ARTICLE 6 – REDUCTION IN PROFESSIONAL STAFF WORK FORCE

Amend the first paragraph in Section 6.1:

When, in the discretion of the School Board, a reduction in professional certified staff is required, such reduction shall be accomplished as follows: The schedule for release of personnel shall be by program and/or school. Probationary personnel shall be released first, unless the layoff means loss of program. Personnel with more than the number of years of experience with the District required to be a continuing contract teacher per RSA 189:14-a (hereinafter called “experienced”) with the District shall be released secondly. **The Administration or Board will meet with TTA leadership if a reduction in force/layoff is contemplated by the Administration and/or Board. Such consultation shall occur not later than March 15th.**

ARTICLE 8 – INSURANCE PROTECTION

Delete Section 8.1.3 (Affordable Care Act “Cadillac Tax” avoidance).

ARTICLE 10 – WORK DAYS/YEAR

Amend Sections 10.8.3 – 10.8.3.8:

[10.8.3] ~~Online learning/Blizzard Bag Days~~ Distance Learning Days

[10.8.3.1] The School District will have the sole authority to designate which days, if any, are ~~“Online Learning/Blizzard Bag” days.~~ **“Distance Learning” days.**

[10.8.3.2] The School Board and TTA agree that successful implementation of a **“Distance Learning” day** an ~~“Online Learning/Blizzard Bag” day~~ shall count as a student day and as a regular contract day for all members of the TTA bargaining unit **provided state requirements have been met.** ~~if the 80% participation criteria are met by both professional staff and students.~~

[10.8.3.3] All professionals in the TTA bargaining unit will prepare as directed and engage in District directed activities to the extent that circumstances allow.

[10.8.3.4] District and school directives, instructions and contingencies shall be disseminated in written form in advance ~~of the first time implementation.~~ It is recommended that teachers, students and parents who will be required to use internet resources should have a uniform process at each school for accessing information and lessons.

[10.8.3.5] In the event that an ~~“Online Learning/Blizzard Bag” day~~ is not counted as a student day and as a regular contract day per paragraph 2, the following shall occur:

- a. If a professional in the TTA bargaining unit provides evidence acceptable to the administration that he/she participated as outlined in the Staff Information

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Sheet, that professional will be able to use one of the two flex days in the following school year, under Section 10.8.1 of the collective bargaining agreement, as a day off. The principal must be notified by the teacher of the date that this flex day will be taken off.

- b. If a professional in the TTA bargaining unit does not provide evidence acceptable to the administration that he/she participated as outlined in the Staff Information Sheet, that professional will not be able to use a flex day in the following school year as a day off.

[10.8.3.6] In the event that a **“Distance Learning”** an ~~“Online Learning/Blizzard Bag”~~ day is counted as a student day and as a regular contract day per paragraph 2, the following shall occur:

- a. If a professional in the TTA bargaining unit provides evidence acceptable to the administration that he/she participated as outlined in the Staff Information Sheet, that professional will not be charged a sick day or personal day for that contract day.
- b. If a professional in the TTA bargaining unit does not provide evidence acceptable to the administration that he/she participated as outlined in the Staff Information Sheet, that professional will be charged a sick day (or a personal day if he/she prefers and Section 5.1 of the collective bargaining agreement permits) for that contract day.

[10.8.3.7] The parties will confer in good-faith should any issues ~~may~~ arise in the implementation of the this **“Distance Learning”** policy.

[10.8.3.8] The parties agree to re-evaluate the effectiveness of the ~~“Online Learning/Blizzard Bag” Days~~ **“Distance Learning Days”** and this contract provision at the request of either party.