

TIMBERLANE REGIONAL SCHOOL BOARD'S TENTATIVE AGREEMENT #3
WITH THE TIMBERLANE TEACHERS' ASSOCIATION

October 26, 2023

The School Board makes the following tentative agreement with the Association. The tentative agreement calls for no changes to the parties' 2023-24 collective bargaining agreement, except for those provisions that are expressly referenced herein, in Tentative Agreement #1 dated 9-26-23, and in Tentative Agreement #2 dated 10-26-23. Items in bold are to be added and items struck-through are to be deleted.

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TA 11-8-23

ARTICLE 5 – LEAVES OF ABSENCE

Amend Section 5.1:

Up to three (3) personal days shall be granted to each employee each school year for personal, family, religious or legal business, which requires the employee's absence and cannot be conducted outside school hours. The employee shall not be required to specify the reason for personal days. The employee shall give the building principal at least two (2) calendar days advance notice that a personal day is needed, except in the case of an emergency. The maximum number of personal days which may be used on the same day is ~~two (2)~~ **three (3)** at Sandown Central, four (4) at Danville Elementary School, four (4) at Atkinson Academy, five (5) at Pollard Elementary School, ~~three (3)~~ **four (4)** at Sandown North Elementary School, ~~and~~ seven (7) at the Middle School and ~~eight (8)~~ **nine (9)** at the High School. Personal days may not be utilized on the contract day before or the contract day after a vacation, holiday or other leave, except in the case of an emergency. A personal day shall not be recreational in nature.

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ARTICLE 8 – INSURANCE PROTECTION

Add the following to the end of Section 8.1.4:

However, if six (6) more employees in the bargaining unit opt out of District offered medical insurance in 2024-25 than in 2023-24, the amount of the annual bonus will increase to \$1500 starting in 2025-26.

ARTICLE 10 – WORK DAYS/YEAR

Amend Section 10.3:

10.3 Planning Time

Planning time cannot be used for District or school meetings, or for District or school directed professional development or in-service training. Teachers cannot be assigned duties during their planning time.

Amend Section 10.3.2, and renumber it as 10.3.2 and 10.3.3:

10.3.2 Middle and Secondary Schools

Teachers of grades ~~6-12~~ **6-8** and the specialists who serve those students will be given at least one (1) class period within the student day, each day, for preparation time.

10.3.3 Middle and Secondary Schools

Teachers of grades ~~6-12~~ **9-12** and the specialists who serve those students will be given at least one (1) class period within the student day, each day, for preparation time. **A joint committee of 3 members appointed by the Board and 3 members appointed by the Union shall develop a plan for the structure and function of professional learning communities (PLC) time during the instructional day at Timberlane Regional High School. The committee will present its written recommendations for the plan to the Board and the Union by June 1, 2024. The committee's recommendations shall not be binding on the Board or the Union; however, if the Board and the Union mutually agree to adopt the committee's recommendations, the plan will be memorialized in a memorandum of agreement that will be appended to the parties' 2024-2027 collective bargaining agreement.**

Amend Section 10.3.3, and renumber it as 10.3.4:

~~10.3.3~~ **10.3.4 Inter-Building Assignments.**

Teachers who service students at both levels (~~E-5~~ **PreK-5** and 6-12), or who must travel between buildings in the same day will be given thirty (30) minutes (excluding travel time) for preparation within the student day. Preparation times will be free of duties and student supervision except for emergency situations. **Traveling teachers will be assigned a "home school" for purposes of scheduling planning time and assignment of duties.**

Add new Section 10.3.5:

10.3.5 IEP Meetings

Teacher participation in IEP meetings shall be in accordance with the following:

- **IEP Team Participation by Special Education Teachers, Counselors, Psychologists and Service Providers (OT, PT, SLPA, behaviorists reading specialists/therapists, interventionists)**
 - **May be required to attend parent/guardian IEP/504 team meetings during preparation time, provided that:**
 - **Participation in such meetings does not exceed two (2) days in any five-school day period, and**
 - **Participation in such meetings does not occur on consecutive days in a school week (for block schedules, that would mean 2 consecutive A days, or 2 consecutive B days).**

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- Members are provided at least 5 school days' notice, and are given time to prepare and arrange schedules as needed.
 - Meetings align with the member's assigned caseload.
 - Where possible, the department/school will make every reasonable effort to avoid the use planning time and will prioritize the use of duty time in scheduling.
- Regular Classroom Teachers may be required to attend parent/guardian IEP-504 team meetings during preparation/planning time provided that;
 - Participation in such meetings does not exceed one (1) day in any five-school day period, and
 - Members are provided at least 5 school days' notice, and are given time to prepare and arrange schedules as needed.
 - If possible, participation of regular classroom teachers in such meetings should be scheduled in a manner that is relatively proportional to the number of special education students enrolled in a particular teacher's class.
 - Where appropriate and possible, regular classroom teachers should be dismissed from such meetings once they have presented relevant information and discussion.
 - If, for any reason, the department/school is unable to meet these requirements, they shall notify a TTA building representatives and the department/school will make arrangements to provide the member with compensated time in the form of a swap/relief of duty time within the next available opportunity.
 - A log of such meeting times during planning periods per member will be kept by the department/school with access available to the applicable teacher, TTA building representatives, and TTA officers. Such logs will record only the amount of a member's planning time used for IEP/504 team meetings and no other information relevant to those meetings.

Add new Section 10.4:

Professional employees, including traveling teachers, who are required to travel for required out of district workshops and meetings will be paid mileage reimbursement at the then current I.R.S. rate per mile.

Amend Section 10.5.1:

Professional employees, other than nurses ~~and employees who work in multiple buildings~~, will be regularly scheduled on the duty roster to perform duties. Teachers are expected to perform the following duties: bus duty, study hall duty, cafeteria duty, recess duty, and corridor duty, except that:

- ~~a teacher shall not be assigned to cafeteria and/or recess duty more than an average of two (2) times per week during the school year; and~~

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- **a The** schedule of all duty assignments shall be posted at the beginning of each quarter or trimester of the school year, according to the building schedule; and
- Distribution of all duties shall be on a rotating basis in as equitable a manner as possible; and
- A teacher will not be assigned more than ~~five (5) duties per week~~ **one (1) duty per day.**

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ARTICLE 11 – PROFESSIONAL COMPENSATION

Delete Section 11.0 (refers to 2023-24 salary schedule).

Amend Section 11.2:

Teachers requested by the Principal and/or designee to substitute for a fellow staff member during free or preparation time beyond the teacher's administrative period, will be paid, ~~beginning with the second hour of substitution, an amount consistent with the daily substitute rate, pro-rated in accordance with the memorandum of agreement for volunteer long-term substitutes that is appended to this Agreement.~~ Payments will be made quarterly.

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The Union has withdrawn its proposal to add new Section 11.4.1 (delete Superintendent's step placement discretion for critical shortage areas).

Amend Section 11.4.2:

Subject to Section 11.4.3, teachers who are not already on the top step of the salary schedule shall receive a one (1) step increase in ~~2023-24~~ **2024-25**, a one (1) step increase in **2025-26**, and a one (1) step increase in **2026-27**.

Amend Section 11.8.3:

Subject to Section 11.4.3, nurses who are not already on the top step of the salary schedule shall receive one (1) step increase in ~~2019-20~~ **2024-25**, one (1) step increase in ~~2020-21~~ **2025-26**, and one (1) step increase in ~~2021-22~~ **2026-27**. ~~For the 2019-20 contract year only and in addition to the one-step advancement noted above, an additional step shall be granted for all nurses for half of the 2019-20 contract year, except that members who are on step 1 in the 2018-2019 school year will move directly to step 3, but will not receive a second step.~~

Amend Section 11.9:

Upon leaving the District, Association members may redeem unused sick leave at the following rates:

After completing
10 years of service
~~\$20~~ \$25 per day

After completing
15 years of service
~~\$25~~ \$35 per day

In no event may employees accrue or redeem more than one hundred twenty (120) days. This benefit is payable (upon written request of the employee by July 1) on or before July 15 of the next fiscal year, after the employee leaves the District.

Add new Section 11.14:

The District shall pay each teacher at his/her per diem rate for each personal day not used during the contract year. Said payment shall be made in a lump sum on or before June 30 each year.

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ARTICLE 13 – RETIREMENT INCENTIVE

Amend Section 13.1:

Teachers with at least twenty (20) years of service in the School District, **who began employment in a position in this bargaining unit before July 1, 2014**, who are at least fifty-five (55) years of age **at the time of retirement**, and who are eligible for early or normal retirement under the New Hampshire Retirement System, shall be eligible for the following retirement incentive program. **A maximum of seven (7) eligible teachers per year may receive this benefit; however, the Superintendent, at his/her discretion, may increase the maximum for a particular year to more than seven (7) teachers. In the event that more than the maximum eligible teachers give notice of intent to retire by the deadline in Section 13.2, the teachers with the most total years of service in this bargaining unit shall receive priority and teachers who are not among the approved maximum shall not be required to retire that year. The years of service in this bargaining unit need not be consecutive.**

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Amend Section 13.3:

The retirement incentive shall equal one and a quarter percent (1.25%) of the employee's last salary times the number of ~~consecutive~~ years ~~immediately prior to retirement~~ that the employee served the School District in a full-time position in this bargaining unit. However, in no event shall the amount paid to an employee exceed forty-five percent (45%) of the employee's last salary.

ARTICLE 15 – DURATION AND EFFECTIVE DATE OF AGREEMENT

Amend Article 15:

This Agreement shall be effective July 1, ~~2023~~ 2024, and shall continue in effect, unless terminated by mutual agreement, until June 30, ~~2024~~ 2027.

MEMORANDUM OF AGREEMENT – VOLUNTEER LONG-TERM SUBSTITUTES

The Memorandum of Agreement for Voluntary Long-Term Substitutes, dated August 17, 2023, shall be appended to the parties' 2024-27 collective bargaining agreement, except that its limited duration clause ("The parties agree that this agreement is temporary, does not establish precedent, and will only be in effect for the 2023-24 school year or until the long-term coverage assignment terminates, whichever comes sooner.") shall be deleted because the parties agree that it shall continue in force unless and until the parties agree to amend or delete it.

APPENDIX A – SALARY SCHEDULES

Replace the salary schedule for 2023-24 in Appendix A with the salary schedules for 2024-27 that are attached hereto.

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