



Master Agreement

Between

**THE ALTON TEACHERS'
ASSOCIATION**

and

THE ALTON SCHOOL BOARD

*Effective: July 1, 2011
through
June 30, 2012*

Voter Approved October 4, 2011

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ALTON SCHOOL DISTRICT

OVERVIEW

This agreement is entered into in order to foster harmonious, open, and cooperative relations between the Alton School Board and those persons represented by the Alton Teachers' Association.

It is the further purpose of this agreement to assure the orderly operation of the Alton School System and to provide conditions of employment, which shall include:

- a) Proper facilities and equipment for students and teachers alike,
- b) Avoidance of discriminatory treatment, coercion, reprisal against or interference with teachers in the performance of their duties.

ARTICLE I RECOGNITION AND DEFINITIONS

1.1 RECOGNITION:

The Alton School Board (hereinafter called the "Board") recognizes the Alton Teachers' Association, affiliated with the NEA/NH, (hereinafter called the "Association") as the exclusive representative, in accordance with RSA 273-A, for all certified classroom teachers from pre-Kindergarten through grade 8, media generalist and reading teachers, excluding all others, including but not limited to, principal, assistant principal, director of guidance, secretaries, aides, custodians, school lunch personnel, and less than full time professional staff employed by the Alton School District (hereinafter called the "District"). The Association will represent equally all those for whom it has been so certified as the representative without discrimination or without regard to membership in the Association.

Nothing contained herein shall be construed to deny any individual's rights guaranteed them under applicable State and/or Federal laws.

1.2 DEFINITIONS:

As used in this agreement the term "Teachers" shall refer to all those certified to be represented by the Association in accordance with RSA 273-A. The term "Board" shall refer to the Alton School Board.

The term "Association" shall refer to the Alton Teachers' Association, affiliated with NEA/NH.

The term "Parties" shall refer to the Board and the Association.

The term "Principal" shall refer to the Principal of the Alton school.

The term "Association Representative" shall refer to the duly designated representative of the Association.

ARTICLE II WORKING CONDITIONS

2.1 WORKING CONDITIONS:

2.1.1 Teachers will ordinarily be expected to report twenty (20) minutes before the A.M. warning bell and they will remain thirty (30) minutes beyond the school day, except whenever additional time is required to carry out their professional obligations. Unless notified by 10:00 A.M. by the Principal, teachers may leave after the buses have left on Fridays and the day preceding a holiday. As professionals, teachers will devote the time necessary to accomplish their duties. Said duties may include evening events which pertain to subject/grade assignment. The Association agrees that such employees' day is not necessarily coterminous with that of the pupil.

2.1.2 As part of their professional responsibilities, teachers may be required to remain after the dismissal of students for a period of time, generally not to exceed one hour after students are dismissed, to attend departmental, school, staff meetings, or conferences with the administration. Every consideration will be given to limit the number of scheduled meetings to two (2) per week. Teachers will be notified except in emergency situations of such meetings and the general subject matter at least forty-eight (48) hours in advance of the meeting.

2.1.3 Teachers are expected to obligate the time needed to carry out their professional obligations to the students and parents. This obligation may include scheduled evening events (such as but not limited to Graduation, Academic Fair, Open House, Spring and Winter Concerts). However, a twenty-four (24) hour notice will be required of a parent, whenever practicable, in order to schedule an appointment after school with a teacher. The school calendar shall consist of a maximum of one hundred eighty (180) instructional days plus five (5) days to be determined by the building principal plus two additional days for new hires.

2.1.4 In preparation for presenting a proposed school calendar to the Board for approval, the Superintendent, or designee, will meet with a designated representative of the Association in order to have input from the professional staff. The Association acknowledges that the final responsibility for determining the school calendar rests with the Board.

2.1.5 Teachers/grade level teams will recommend to the Superintendent and upon Board approval team representatives from lower elementary (grades K-2, 3-4), middle elementary (grades 5-6), middle school (grades 7-8), and specialists to meet with administration on a monthly basis. These meetings will be used as a conduit for continuous and open communication between the teaching staff and the administration.

Agendas will be mutually developed by administration and team representatives. Team representatives shall receive a \$500 (five hundred dollar) stipend annually.

2.2 LUNCH AND PREPARATION

2.2.1 Except in emergency situations, teachers shall have a duty-free, uninterrupted lunch period of at least twenty (20) minutes for lunch each day.

2.2.2 Teachers in grades Pre-K-6 shall have no less than two hundred twenty five (225) minutes of preparation time per normal week of school. To the extent possible, the district will attempt to schedule teachers in grades pre-K-6 one preparation period per day. Teachers in grades 7-8 and special teachers shall have one preparation period per school day. To the extent possible, the district will attempt to schedule teachers in grades 7-8 and special teachers five (5) instructional classes per day.

<p style="text-align: center;">ARTICLE III TRANSFERS, ASSIGNMENTS, REASSIGNMENTS, LAYOFFS AND RE-EMPLOYMENT</p>
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3.1 Information regarding vacancies will be posted in the teachers' room when the vacancies occur.

3.2 Teachers who desire a change in employment position for the next school year shall file a written statement with the Principal no later than ten working days after their signed contract has been submitted for the following school year and/or after the posting of an available position. Said statement shall include the position, grade and/or subject to which the teacher requests reassignment, in order of preference. In making his/her recommendation, the Superintendent shall consider among other factors deemed relevant, the teacher's qualifications and system-wide balance of experience and inexperience. The final decision pertaining to a teacher's assignment shall be that of the Board, upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the teacher involved.

3.3 In the event of a change of assignment, every effort shall be made to so inform the teacher before the end of the school year, but in no case later than August 1. In the event of a change of assignment and upon the request of the teacher, a consultation with the Superintendent or his/her designee shall be held.

3.4.1 LAY-OFFS:

In the event of a cutback in the program or decrease in pupils, the Board shall layoff the necessary employees in a way that is deemed to be in the best interest of the school and equitable to the staff. The Superintendent shall, in submitting recommendations for Board action, consider among the factors he or she deems relevant, seniority and a teacher's qualifications and evaluations in the district. It is recognized by all parties that the education of the students must be the overwhelming consideration.

3.4.2 RE-EMPLOYMENT:

In the subsequent event of expanded or additional programs, or other vacancies caused by resignations or retirements within twenty-four (24) months of a layoff, those persons who have been laid off will be given the opportunity to be rehired for the reopened positions. Qualified teachers shall be recalled in the reverse order in which they were laid off. It is the responsibility of the individual who has been laid off to notify the SAU #72 of any changes in address during the twenty-four (24) month period. Teachers must respond to an opportunity to be rehired within fourteen (14) days of the date of the mailing of the recall letter from the SAU #72 Office. Failure to respond within 14 days shall constitute a waiver by the teacher of all rights to re-employment.

<p>ARTICLE IV CERTIFICATION, SUBSTITUTES AND PROFESSIONAL IMPROVEMENT</p>
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4.1 CERTIFICATION:

Teachers shall be certified by the New Hampshire Department of Education or granted a waiver by the State Department of Education.

4.2 SUBSTITUTES:

Every effort shall be made to provide substitute teachers for all classroom teachers when they are absent from school. Only in emergency situations will teachers be asked to serve as substitutes. If a teacher does substitute for another staff member, he/she will be reimbursed 1/7 of the current substitute pay for each period covered.

4.3 PROFESSIONAL IMPROVEMENT:

4.3.1 The Board will reserve an amount not less than \$2,000.00 for each teacher for professional improvement. The Board will pay, in advance, the full tuition costs and

laboratory fees to a maximum of \$2,000.00 per teacher per year for courses, workshops, or seminars approved in advance by the Superintendent or his designee.

The Board agrees to prepay the full amount of graduate courses/workshops with the provision that the difference between the courses' and/or workshops' costs and \$2,000.00 or balance thereof will be deducted from the teacher's last paycheck. This option will be initiated upon the written request of the teacher. Written authorization will be given to the district to deduct the differences from the teacher's last paycheck. The Board will only pay lodging expenses for conference/workshops that require traveling sixty (60) miles or more from the employee's residence.

4.3.2 All courses, which it is the intent of the teacher to use for salary incrementation, shall be submitted to the Superintendent for approval. The Board shall be under no obligation to grant salary credit for any course, which has not been approved.

4.3.3 Approvable courses shall be graduate-level courses and shall be either subject matter or professional education courses, which relate to the teacher's assignment. Courses presented for approval should have a specific description. Completed courses presented for salary incrementation must be accompanied by official transcripts or credentials from the institution at which they were taken indicating successful completion. For those applying for the Master's Degree Schedule, it will be necessary only to submit to the Superintendent certification from an approved institute to the awarding of the degree. An approved institution shall mean one, which is, approved either by the Regional Association of Colleges and Secondary Schools and/or by the State Board of Higher Education.

4.3.4 If a teacher does not complete the course or fails to make a grade of (B) or better, he/she will have the amount that was paid in advance, deducted from his/her last check. The teacher will also give written authorization to the district to deduct the amount that was paid in advance.

4.3.5 Courses/workshops approved and taken during the summer will not be prepaid. Reimbursement will be made to the teacher only if the teacher returns to the Alton school system in the fall.

4.3.6 As of May 31st of the contract year, professional staff members who have exhausted their allotment of reserved professional development monies may apply for funds up to a total cost of \$1,500 additional reimbursement from the budgeted unencumbered professional development funds, for graduate level courses from regionally/nationally accredited institutions and shall be submitted to the Superintendent for approval in advance. The administration will review these requests and allocate remaining funds equitably to all who apply.

All funds not encumbered by June 30 of the contract year will be returned to the school district.

4.3.7 The Superintendent or his/her designee shall, in the first instance, exercise judgment under the provisions of this section and said judgment shall be subject to direct appeal to the Board. The Board's judgment shall be final and not subject to the grievance procedure of this agreement.

ARTICLE V EVALUATIONS AND TEACHERS' FILES

5.1 EVALUATIONS:

5.1.1 The purpose of observations and evaluations is to help the teacher, thus all observations and evaluations shall be made in accordance with the evaluation procedure established by the Board. All observations of teachers for the purpose of evaluation shall be conducted in person and with the full knowledge of the teacher. The teacher shall have the right to append remarks to the formal report within five (5) business days of its receipt and any and all such remarks shall be included in the teacher's file. No evaluation report shall be included in the teacher's file, be sent to the central administration, or otherwise acted upon without the teacher having been given an opportunity to review such evaluation.

Teachers having reached 3 years of service with the district will be formally evaluated at least once every three (3) years. Additional evaluations will be at the discretion of the Superintendent.

5.2 TEACHER'S FILES:

5.2.1 No material referring to a teacher's conduct, service, character shall be placed in the files unless such teacher is knowledgeable of the material and is given a dated copy.

5.2.2 Upon request, teachers shall be given access to their individual files with 24 hours' notice during regular business hours. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in their individual file at the expense of the teacher. No material will be removed prior to the teacher's inspection of their individual file. Material will be removed from the files and destroyed by mutual consent of the teacher, the person responsible for the information and the Superintendent; or when a teacher's claim that it is inaccurate, untrue, or unproven is sustained, pursuant to the grievance procedure. Teachers shall have the right to attach an explanation or rebuttal to any material, which they believe is unfavorable to them.

5.3 EMPLOYMENT:

Preparation and years of experience for newly employed or re-instated teachers shall be computed by the Superintendent and the School Board for placement on the salary schedule. Candidates for new employment will be shown a current salary schedule prior to employment.

5.4 TRANSPORTING CHILDREN:

Teachers will not, except under emergency situations, be expected to transport children with the exception of teachers having the duty of transporting students as part of their normal assignment.

5.5 NOTICES AND ANNOUNCEMENTS:

All official school notices and announcements will be posted on a designated bulletin board or distributed to each individual teacher in the building.

5.6 DISCIPLINARY ACTION:

5.6.1 No teacher will be suspended, disciplined, officially reprimanded, reduced in rank or compensation without just cause. Non-renewal and discharge of teachers shall be in accordance with prevailing State Educational Statutes.

5.6.2 Both parties shall have the right to representation at every formal stage of any disciplinary proceeding or action.

5.6.3 Nothing in this contract shall be construed to deprive a teacher, the Association, or the Board of their rights under the law.

ARTICLE VI LEAVE PROVISIONS WITH PAY

Teachers will be entitled to temporary leaves of absences from school with full pay as herein set forth:

6.1 SICK LEAVE:

Sick leave will accumulate at the rate of 1.5 days per calendar month, September through June, cumulative to one hundred ten (110) days. Any accumulation of sick leave days which present teachers have at the effective day of this agreement shall be retained. The

Board agrees to reimburse teachers who have accumulated over the maximum of one hundred ten (110) days at the rate of \$125.00 per day for teachers who have accumulated thirteen to fifteen days or \$115.00 per day for teachers who accumulated nine to twelve days or \$105.00 a day for teachers who have accumulated one to eight days for unused sick leave by June 30th of that school year. Donations to the sick bank are excluded from buy-back plan. Effective September 1995.

Part-time teachers will accrue pro-rated sick leave based on their full-time equivalent status ("FTE percentage").

6.1.1 The employee will provide satisfactory evidence of illness when absence under the sick leave provision of this contract exceeds five (5) consecutive work days. It shall be the right of the Superintendent to require verification of illness. No action shall lie against the Superintendent, at law or by virtue of grievance, for the Superintendent's exercise of such right.

6.2 EMERGENCY DAYS:

Up to two (2) emergency days during a school year for uncontrollable emergency situations, subject to the approval of the Superintendent or his designee. Part-time teachers will accrue pro-rated emergency days based on their FTE percentage.

6.3 PERSONAL DAYS:

Up to three (3) days personal leave during a school year at the recommendation of the principal and approval of the Superintendent or his/her designee. Due to the need to ensure substitute coverage, no more than (4) individuals will be approved, on a first come, first served basis for personal leave on any one day. Such requests shall be submitted in writing at least one (1) week in advance. Personal leave will be limited to legal matters, business transactions, or personal household or family matters that require the teacher to be absent during the school hours. The teacher will not be required to give specific reasons when requesting personal leave; however, in using personal leave, the teacher assures the Board that the reason for which personal leave is being taken cannot be accommodated on a non-school day. The granting of personal leave during the first two and last two weeks of the school year and immediately preceding and following vacations or holidays will be considered only under emergency circumstances. Such circumstances shall be put in writing to the Superintendent.

6.4 PROFESSIONAL LEAVE:

Absence with full pay will be allowed for three (3) days leave approved in advance by the Superintendent or his designee for educational meetings and conferences or for trips involving school business. All requests for such absences will be made in writing at least

one (1) week in advance, when practicable, to the principal and if recommended, will be submitted to the Superintendent for approval. Additional professional days may be requested and approved at the discretion of the Superintendent.

6.5 SICK LEAVE BANK

6.5.1 The Board agrees to establish a sick leave bank to cover teachers starting the second consecutive year of teaching in Alton in the event of long term illness. The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the President, hereinafter called the Administrative Committee. Each member shall serve for one (1) year and until a successor shall be appointed. The Administrative Committee shall meet as needed. A majority of the members shall constitute a quorum and a majority vote of those present and voting shall decide all questions. Each teacher starting the second consecutive year of teaching in Alton wishing to be covered agrees in writing to donate one (1) or two (2) days each year from the fifteen (15) that are allowed to accrue in a one-year period to be deposited in said bank; such days to be deducted from the teacher's accumulated sick leave. Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period and days contributed to the bank shall not accrue in excess of one hundred (100) days. A member shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided the member has exhausted all accrued sick leave. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and Approval by said Committee, the Committee shall forward its recommendation to the Superintendent. Upon recommendation of the Superintendent and approval of the Board, a member may be granted up to twenty-five (25) days in addition to regular sick leave. During such additional sick leave, any and all benefits normally provided a teacher shall continue.

6.5.2 Guidelines for application by a member to the sick leave bank shall be determined by the Administrative Committee and published by said Committee.

6.6 SABBATICAL LEAVE:

Upon successful completion of six years of service in the Alton School District, a teacher may apply for a year's leave of absence with one-half the pay of a first year teacher with a BA Degree and no teaching experience and no credits beyond the BA Degree. Such leave will be granted only if the teacher can prepare a work product that can be used to confer some substantive educational benefit to the student body or to the school system. An outline of the proposed work product must be submitted prior to the approval of the sabbatical.

A teacher, who has qualified for a sabbatical, must apply to the Alton School Board -- through the Superintendent of Schools -- before December 1st of the school year

preceding the proposed sabbatical. If a sabbatical is granted, and in return for such leave, the teacher must agree in writing to return to the Alton School District for one year of service in an assignment comparable to the one held prior to the sabbatical. The written agreement between the teacher and the Alton School Board will include the foregoing conditions as well as a provision for liquidated damages in twice the amount of the sabbatical pay if the teacher requests a release from the one-year post-sabbatical provision.

6.7 BEREAVEMENT LEAVE:

Employees shall be eligible for up to three (3) days of paid bereavement leave.

6.8 The Association will be granted two professional days, which will be used to attend the NEA/NH Delegate Assembly.

6.9 DISTRICT ASSIGNMENT:

Teachers may be assigned district assignments as a representative of the district, for purposes such as but not limited to curriculum development, observations, special education meetings, or to attend meetings for the betterment of the school community.

ARTICLE VII LEAVE PROVISIONS WITHOUT PAY

7.1 PARENT LEAVE:

7.1.1 Upon arrival of a child (either natural or adopted), either parent employed as a teacher may request an unpaid leave of absence, subject to the approval of the School Board.

7.1.2 Upon return from such previously approved leave by the School Board, the teacher shall be returned to a position for which the teacher is certified.

7.2 LEAVE OF ABSENCE:

Unpaid leaves of absence for purposes other than educational enrichment may be granted for up to one (1) year upon recommendation of the Superintendent and approval of the Board. A teacher, who is on leave of absence for more than one-half of the school year, shall be placed on the same step on the salary schedule that he or she was on when the leave began.

ARTICLE VIII GRIEVANCE PROCEDURES

8.1 DEFINITIONS:

- 8.1.1 An aggrieved person is the person making the complaint. The employee may be represented by a person of his/her choosing or a duly designated representative of the Association. The Association representative shall have the right to be present at any formal grievance hearing, even if the employee has his/her own representative.
- 8.1.2 A party in interest is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 8.1.3 Grievance or Complaint means an alleged violation, misinterpretation or misapplication of any article of this agreement.
- 8.1.4 The time limits of this article shall refer to school days except in a case where they would be beyond the end of the school year; in such a case, a school day shall be defined as Monday through Friday excluding national holidays.

8.2 INFORMAL STEPS:

- 8.2.1 The usual procedure for an employee with a grievance is to discuss the matter in a conference with the individual's immediate supervisor. If the issue is not resolved through this process, the individual may seek a conference with the principal. It is expected that most grievances will be satisfactorily resolved through this procedure.
- 8.2.2 A grievance is waived and will not be considered if not initiated, at the informal level, within twenty (20) school days from when the employee should have reasonably known of the occurrence.
- 8.2.3 It is understood that the parties involved and witnesses will be guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to processing a grievance.

8.3 FORMAL STEPS:

- 8.3.1 STEP 1: If a grievance persists after a conference with the principal, the aggrieved person may, within ten (10) school days, reduce the grievance to writing stating

the specific violations of the contract, and submit it to the principal who will consider the evidence provided by the aggrieved and prescribe any corrective action, if necessary, within ten (10) school days. The decision of the principal shall be in writing.

8.3.2 STEP 2: If the grievance is not resolved in Step 1, the aggrieved, within ten (10) school days, may appeal to the Superintendent of Schools, in writing and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above and the grounds upon which the appeal is based. The Superintendent or his designated representative shall communicate his decision in writing to the aggrieved employee within ten (10) school days after receipt of the grievance. Upon receipt of the grievance, either party may request a meeting, which shall be scheduled within the ten (10) school days. When the employee is not represented by the Association at this step, the Superintendent shall furnish the Association with a copy of the appeal from Step 1 together with a notice of the date of the meeting. In such cases, the Association may be present and state its view whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement.

8.3.3 STEP 3: If the grievance is not resolved at Step 2, the aggrieved employee and/or his/her representative on his/her behalf, may appeal to the School Board in writing within ten (10) school days, and such writing shall set forth specifically the act or conditions on which the grievance was based in the second step above and on the grounds upon which the appeal is based.

8.3.4 The Board shall schedule a meeting not less than ten (10) school days no more than thirty (30) school days after the receipt of the appeal. The date of the hearing may be postponed or made sooner by mutual agreement of both parties. All hearings conducted by the School Board shall:

8.3.4.1 be in non-public session of the Board with only interested parties present unless the aggrieved teacher requests an open meeting as per RSA 91-A:3.

8.3.4.2 give all interested parties the opportunity to be represented by a person of their choosing, to present sworn testimony, to present witnesses and documentary evidence, to cross-examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices, and request shall be reasonably furnished to all opposing parties and either party shall have the right, at its own expense, to have a verbatim transcript.

8.3.5 Failure at any of the above steps of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal to the next step of this procedure.

8.3.6 Failure at any of the above levels of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

8.3.7 The Board shall render a decision in writing within twenty (20) school days after the hearing has been concluded. The action of the School Board shall be final except as State or federal law provides subsequent action.

ARTICLE IX ASSOCIATION PRIVILEGES
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9.1 PRIVILEGES:

The Board agrees that all employees 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 or the exercise of individual rights under RSA 273-A.

9.2 DUES DEDUCTION:

Deduction shall be made in nearly equal amounts for twenty (20) pay periods, beginning with the first pay period. Deductions will be made for and only after authorization of the teacher; said authorization having been delivered in hand to the Superintendent of Schools not later than the August 20th preceding the authorized deduction. New teachers will have until the end of the second week in September to submit their dues deduction authorizations. Dues deducted shall be remitted bi-weekly to the Association's Treasurer. When a teacher terminates prior to completion of the contract, the remainder of the dues will be deducted from the final paycheck. The Association agrees to hold the Board harmless as a result of this provision.

The Association agrees to hold the Board harmless from any responsibility to obtain dues deduction authorizations or to be responsible for the payment of any dues other than those withheld in accordance with state and federal law.

9.3 PRINTING AND DISTRIBUTION OF THE AGREEMENT:

The Board and the Association agree to share equally the costs of reproducing this agreement. The Association agrees to distribute copies of this agreement to members of the bargaining unit; the Board agrees to distribute copies of this agreement to the administrative and supervisory personnel in the district.

9.4 THE ALTON SCHOOL DISTRICT POLICY MANUAL:

The Board shall provide the Association President with a current and updated copy of the completed policy when adopted. All policies shall be applied and enforced fairly and equitably.

9.5 USE OF FACILITIES:

9.5.1 Before the opening of school, during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas in the school building for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with and approved by the principal forty-eight (48) hours in advance.

9.5.2 The Association agrees to pay any additional custodial and related costs to the district should any be involved as a result of such meetings.

9.5.3 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on designated bulletin boards with the advance verbal approval of the principal. The Association may use employee mail boxes for communication to all teachers with the advance knowledge of the principal. The Association may request of the principal from time to time the opportunity at faculty meetings to present announcements and with the principal's advance verbal approval may make such announcement thereat.

ARTICLE X COMPENSATION

10.1 PURPOSES OF A SALARY SCHEDULE:

10.1.1 To provide management with an effective tool for administering an equitable employee compensation plan.

10.1.2 To provide labor with information on how management will administer employee compensation.

10.1.3 To provide management and labor with a basis for good faith bargaining on one aspect of employee compensation.

10.2 UNDERLYING PRINCIPLES OF A SALARY SCHEDULE:

10.2.1 Should provide a basis for hiring new employees based on training and experience directly related to the proposed teaching assignment, and district needs.

10.2.2 To provide a basis for equitable changes in compensation based on (a) further training and (b) increased experience.

10.2.3 Should provide a basis for improved instruction through financial incentive to employees to improve and extend their professional skills.

10.3 BASIC STRUCTURE OF A SALARY SCHEDULE:

10.3.1 TRACK MOVEMENT

Upon attainment of the necessary credits from graduate-level courses from a regionally/nationally accredited institution, an employee shall provide the central office with the necessary proof. For budgeting purposes, any teacher anticipating track movement for the following school year must notify the SAU #72 Office no later than October 1st of the school year preceding the year track movement is sought. Provided that notification was received by October 1st in the prior year the employee's salary shall be adjusted for the pay period following receipt of official transcripts.

10.4 PLACEMENT

Alton teachers shall be entitled to all graduate-level credits earned for the purpose of salary track placement: i.e., teachers with a BA+20 or BS+20 credits shall be placed on Track 2. Those with a BA+40 or BS+40 credits or those with a MA or MS degree shall be placed on Track 3. Those with a MA+30 or MS+30 credits or CAGS shall be placed on Track 4.

Those teachers working in the Alton School District on or before June 30, 2009 who have taken graduate-level credits prior to earning an MA, MEd or MS will be permitted to use those credits toward Track Movement.

10.5 SALARY SCHEDULE –

2011-2012

Step	1	2	3	4
1	\$33,465	\$34,806	\$37,483	\$40,159
2	\$34,944	\$36,270	\$38,941	\$41,631
3	\$36,421	\$37,738	\$40,396	\$43,103
4	\$37,900	\$39,206	\$41,857	\$44,577
5	\$39,377	\$40,674	\$43,314	\$46,047
6	\$40,856	\$42,140	\$44,772	\$47,522
7	\$42,335	\$43,609	\$46,230	\$48,993
8	\$43,812	\$45,076	\$47,689	\$50,466
9	\$45,290	\$46,542	\$49,146	\$51,938
10	\$46,768	\$48,011	\$50,604	\$53,412
11	\$48,247	\$49,478	\$52,063	\$54,883
12	\$49,725	\$50,945	\$53,520	\$56,357
13	\$51,377	\$52,413	\$54,978	\$57,828
14	\$51,377	\$54,082	\$56,437	\$59,302
15	\$51,377	\$54,082	\$58,137	\$60,773
16	\$51,377	\$54,082	\$58,137	\$62,532

All employees shall be frozen on the step of the salary schedule that they occupied on June 30, 2011, and all employees who start work on or after July 1, 2011 shall be frozen on the step of the salary schedule at which they initially are hired. No employee who starts work on or after July 1, 2011 shall be placed at a higher step of the salary schedule than an employee with the same experience who started work before July 1, 2011.

MEMORANDUM OF AGREEMENT – ONE-TIME PAYMENT

Append the following Memorandum of Agreement to the collective bargaining agreement:

“Notwithstanding any other provision in the Board’s and the Association’s 2011-2012 collective bargaining agreement, the Board and the Association agree:

1. For the 2011-12 school year only, each teacher who was employed by the School District throughout both the 2010-2011 and 2011-2012 school years shall receive a one-time payment equal to 1% of the teacher’s salary on the 2011-2012 salary schedule.
2. The one-time payment shall be paid in equal bi-weekly installments during the time period between the School District legislative body’s approval of cost items for the 2011-2012 collective bargaining agreement and the end of the 2011-12 school year.

3. The one-time payment shall not be added to the salary schedule and shall not be included in teachers' compensation in any year after 2011-12.
4. The Board and the Association do not intend this one-time payment to be part of any status quo obligations after expiration of their 2011-2012 collective bargaining agreement on June 30, 2012. Accordingly, this Memorandum of Agreement will expire on June 29, 2012."

[†] Example: Assume a teacher was paid \$43,812 on track 1(Bachelors) step 8 of the salary schedule in 2009-10. That teacher remained on step 8 and was paid \$43,812 at status quo in 2010-11. The teacher will remain on step 8 and will be paid \$43,812 on the salary schedule in 2011-12; additionally, the teacher will receive a one-time payment of \$438 in 2011-12. In 2012-13, the teacher will be paid in accordance with a successor collective bargaining agreement, if any; if there is no successor collective bargaining agreement, the teacher will be paid \$43,812 (and will not be paid the additional \$438) at status quo in 2012-13.

10.5.1 LONGEVITY STIPEND

Teachers who have fifteen (15) years' experience and ten (10) years of service to the Alton School District will receive a five hundred dollar (\$500) stipend annually. (Non-cumulative).

10.6. SAU COMMITTEE COMPENSATION

10.6.1 Hourly rate for committee stipends will be determined by multiplying 0.1% of the base teacher's pay.

10.6.2 Committee members will keep a record of hours on a district time card and have the committee chair sign off on the number of hours. Only time worked outside of contracted school year/day/hours to complete the task will be compensated at this rate. Committee members will be paid twice per school year, the first pay period in December and the last pay period in May.

10.7 CRITICAL SHORTAGE ADJUSTMENT - NEW PERSONNEL:

The Board may, in its discretion, hire personnel with a one-time bonus up to \$800 when it determines that there is a critical need for personnel.

The District's needs for personnel may occur in areas in which there is a critical shortage of candidates; critical shortage will be determined by the Board taking into account the following factors:

- a) Knowledge and experience of Administration about filling vacancies in the specific area;
- b) Critical shortages declared by the New Hampshire State Commissioner of Education;

- c) Length of time expended by the Administration in trying to fill the vacancy, and
- d) The lateness of the date in relationship to the opening date of the next school year.

No person employed under the provisions of this section will be hired at a salary rate greater than a continuing member of the staff who is qualified to teach in the area of the shortage and who has been notified in writing of the vacancy.

10.8 LONGEVITY RETIREMENT BONUS

10.8.1 The Board will recognize loyal and long teaching service to the District through payment of a retirement bonus based on the following:

ITEM	Minimum Benefit	Maximum Benefit
a) Minimum age attained	60	60
b) Years in teaching	20	20
c) Years in Alton	10	20
d) Percent Employed	50%	100%

The maximum benefit is \$10,000 teachers who have taught full time for twenty (20) years in Alton; the benefit for those with less service in Alton will be: Percent of 20 years in Alton, times percent of full time, times \$10,000.

10.8.2 The retiring teacher must have notified the Board in writing, by November 15 of the last individual teacher contract year, of intent to retire at the end of that individual teacher contract year.

10.9 METHOD AND TIME OF SALARY PAYMENT:

Teachers shall be paid on a bi-weekly basis commencing on the first Friday after school opens. Bi-weekly pay shall be computed based on twenty-six (26) equal installments and shall be payable in twenty-two (22) bi-weekly payments or 22 payments and a final payment in June, equaling four (4) bi-weekly installments or twenty-six (26) equal installments. The annual salary of a teacher working less than full-time shall be pro-rated based on their FTE percentage.

10.10 HEALTH INSURANCE:

For teachers who started work before July 1, 2011, the School District will offer HMO or POS plans with the following co-pays for teachers who qualify and become members of

the plan. For teachers who started work on or after July 1, 2011, the School District will offer the HMO plan with the following co-pays for teachers who qualify and become members of the plan.

<u>Year</u>	<u>Single HMO Plan</u>	<u>Two-Person HMO Plan</u>	<u>Family HMO Plan</u>
2011-12	9%	9%	9%

<u>Year</u>	<u>Single POS Plan</u>	<u>Two-Person POS Plan</u>	<u>Family POS Plan</u>
2011-12	10%	10%	10%

10.11 HEALTH INSURANCE BUY BACK

The School District agrees to pay \$2,000 to any teacher who does not elect to participate in School Care, Plan One upon evidence of a certificate of insurance, the buyback will be paid in two equal installments, December and May.

10.12 HEALTH INSURANCE: Dental

The School District will pay one hundred (100) per cent of the complete cost of Delta Dental, Option 1A, single person coverage for full time teachers who qualify and become members of the plan. The Board will pay ninety-five (95) per cent of two person coverage and ninety (90) per cent for family coverage, for full time teachers who qualify and become members of the plan. The teacher will pay the remaining percentage through payroll deduction.

A committee of the Board and the Association may elect a different dental plan during the term of this Agreement provided the benefits are equivalent to the "Delta Dental, Option 1A" and subject to Board Approval.

Teachers who are employed less than full-time may participate in the dental plan, but the Board's share of the premium will be pro-rated based on their FTE percentage.

ARTICLE XI AGREEMENT CHANGES

11.1 This agreement may not be altered, changed, added to, deleted from or modified without the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE XII SAVINGS CLAUSE

12.1 If any article or part of this agreement is held to be invalid by operation of law, the remainder of the agreement shall not be affected thereby and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XIII DURATION

13.1 The provisions of this agreement will be effective July 1, 2011 and will remain in full force and effect until June 30, 2012.

If the parties are unable to reach agreement on a subsequent contract effective July 1, 2012, then the doctrine of "Status Quo" shall govern the parties' relationship. Status Quo shall be defined as per the Supreme Court decision of 1995. (Appeal of the Alton School District, 140 NH 1995).

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS

THIS 14 DAY OF October, 2011.

ALTON TEACHERS' ASSOCIATION

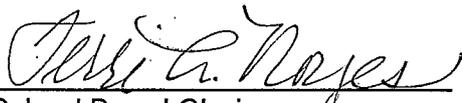


ATA President



(Witness)

ALTON SCHOOL BOARD



School Board Chairman



(Witness)

