MASTER AGREEMENT

between the

Barnstead School Board

and the

Barnstead Education Association

Effective: September 1, 2009

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ARTICLE I. DEFINITIONS

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

1.2 The term SCHOOL shall mean any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the Barnstead School District.

1.3 The term CLASSROOM shall mean rooms in the Barnstead Elementary School and wherever teachers and students are assigned for a given period of time for the learning process.

1.4 The term TEACHER means those people employed by the Board and certified by the New Hampshire Public Employees Labor Relations Board to be represented by the Association in the bargaining unit.

1.5 The term PRINCIPAL means the individual contracted to be the responsible administrative head of the Barnstead Elementary School.

1.6 The term ASSOCIATION means the Barnstead Education Association.

1.7 The term BOARD means the Barnstead School Board.

1.8 The term PARTIES means the Barnstead School Board and the Barnstead Education Association.

1.9 The TIME LIMITS in this Agreement 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 any day from Monday through Friday.

1.10 Whenever the singular is used in this Agreement, it is to include the plural. Whenever a term denoting one sex is used in this Agreement, it is to include the other sex as well.

ARTICLE II. RECOGNITION

2.1 The Board recognizes the Association as the exclusive representative of all professional, public employees as defined by RSA 273-A: 1, sections VIII and IX, excluding supervisory personnel, (Building Principal, Assistant Principal, Director of Special Education, Coordinator of Multi-Handicapped, and Director of Guidance) employed by the Barnstead School District for the purpose of negotiation with the Board with respect to terms and conditions of employment as defined in RSA 273-A:1 XI. The Board agrees to meet, confer and negotiate with representatives of the Association concerning such matters.

2.2 During the term of this Agreement, the Board agrees not to negotiate with any organization other than the Barnstead Education Association. This shall not prevent the Board from communicating with, consulting, or dealing with any individual teacher or group of teachers, in the discharge of its responsibilities.

2.3 The Association agrees to represent equally all individuals in the bargaining unit without regard to membership in the Association.

2.4 The Association recognizes the Board as the representative of the Barnstead School District.

ARTICLE III. JURISDICTION & AUTHORITY OF BOARD

3.1 The Board reserves to itself jurisdiction and authority over all matters of policy and retains the right: a) to direct and manage activities of the school district; b) to direct the work of its employees; c) to hire, transfer, assign, non-renew, promote, retain employees in positions within the school district and, for just cause, to discipline, suspend, demote, discharge, withhold salary increases and/or increment wage increases; d) to maintain the efficiency of the school district's operations entrusted to them; e) to relieve employees from duties because of lack of work or for other legitimate reasons; f) to determine the methods, means and personnel by which the operations of the schools are to be conducted; g) to take actions as may be necessary to carry out the mission of the Barnstead School District in emergencies.

The parties agree and understand that the Board may not lawfully delegate the power of 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.

ARTICLE IV. ASSOCIATION RIGHTS

4.1 The Board agrees 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 or exercise of individual rights under RSA 273-A.

4.2 The Association and its representatives shall have the right to use the school building for meetings at all reasonable hours when school is in session. Upon 24-hour notice to the Principal, such notice may be waived by the Principal, and upon the Principal's determination that a room is available.

4.3 Representatives of the Association, when not engaged in teaching or other assigned duties, shall be permitted to transact Association business on school property.

4.4 The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, facsimile machines, copy machines, and other duplicating equipment at reasonable times, when the Principal or designee determines that such equipment is not otherwise in use. The Association will assume the cost of consumable materials.

4.5 The Association and its representatives have the right to reasonable space for posting of notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teacher's room, and the right to use reasonable space in the teacher's mailboxes for communications to teachers.

4.6 Released Time: With regard to negotiating on behalf of the Association with representatives of the Board, participating in any professional grievance sessions, or appearing before a state agency on behalf of the Association, the parties agree to be bound by RSA 273-A.

4.7 The rights and/or privileges granted to the Association in the Agreement will not be granted to any other group or organization, during the term of this Agreement, which purports to represent any employee or group of employees covered by this Agreement.

4.8 It is agreed by and between the Barnstead School District and the Barnstead Education Association that, upon receipt of written authorization signed by the teacher, the Board will deduct an amount to provide payment of dues for membership and assessments in the NEA-New Hampshire from the regular salary check of the teacher. Deductions shall be in equal amounts beginning with the third pay period and ending with the first pay period in June in the contract year. The amount deducted shall be remitted biweekly during this period of time through direct deposit to the Association's bank account. The treasurer will receive confirmation of deposit and deduction register. If a teacher leaves the district before the full dues authorized have been deducted, the balance due shall be deducted from the teacher's final paycheck upon additional written authorization of the teacher. A teacher may, in writing, rescind an authorization at any time. The Association will indemnify and hold the Board harmless from any and all liability of damages resulting from good faith efforts to comply with this provision.

4.9 Upon receipt of a standing request, the Association is entitled to a copy of School Board minutes and agendas which shall be made available by delivery to: Co-Presidents Barnstead Education Association, Barnstead Elementary School.

4.10 Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit unions, or any other plans or programs jointly approved by the Association and the Board. Such authorization shall continue in effect from year to year unless revoked in writing.

4.11 With the prior approval of the administration, up to six (6) teachers may attend the annual NEA Instructional Convention.

ARTICLE V. TEACHER RIGHTS

5.1 No teacher shall be required to appear before the Board and/or Superintendent concerning any matter which could adversely affect the continuation of that teacher in his/her position, unless given prior written notice of the reason for such a meeting at least twenty-four (24) hours in advance. Additionally, upon request, teachers shall be entitled to Association representation at any investigatory interview, which may result in disciplinary action or dismissal.

5.2 The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, transfer or discipline of teachers or in the application of administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, family status, age or disability.

5.3 Complaints: Any complaint regarding a teacher made to any member of the administration by a parent, student or other person shall be reduced to writing by the complainant and shall be promptly investigated, within thirty (30) school days. The teacher shall be given an opportunity to respond in writing and all such responses shall be attached to all copies of any written complaints in all filed copies. The teacher may request a meeting with the person making the complaint. Teachers shall be given an opportunity to meet with the complainant. If the complainant refuses to meet, then all reference to the complaint shall be stricken from the record and removed from the teacher's file. If unsubstantiated material is removed from the teacher's file, then Section 5.4.4 will not be operative.

5.4 Review of Personnel Files:

5.4.1 Teachers shall have the right, upon request, to review the contents of their personnel file in the presence of an administrator and to receive upon request copies of any documents contained therein upon payment of a reasonable charge per page. A teacher shall be entitled to have an Association representative present during the review. Any adverse material in a teacher's file which is over three years old, for which there have been no further substantiated complaints, shall be expunged from the file upon the teacher's request. In the event that such material is removed from the file, then Section 5.4.4 will not be operative.

5.4.2 If material derogatory to a teacher's conduct, service, character or personality is placed in the personnel file, the teacher shall be given a copy of such before it is placed in the file. The Principal and the Superintendent shall be the only persons to place any such material in a teacher's file. Teachers shall acknowledge having received such material by signing a copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written response to such material in the file and the answer shall be attached to all file copies.

5.4.3 The District agrees to protect the confidentiality of personal preference, academic credentials and other similar documents received prior to and during the teacher's employment. It shall not establish any separate personnel file, which is not available for the teacher's inspection.

5.4.4 In the event that any material is removed from a teacher's file, a dated notation stating what has been removed shall be placed in the file.

5.4.5 No document will be placed in a teacher's personnel file after a teacher's last day of employment, except those situations where a teacher breaches an employment contract, excepting documents previously received or acknowledged by the teacher prior to the last day of employment.

5.5 A Barnstead Education Association member teacher shall have the right to have Association Representatives present at any time during any step in the grievance process.

5.6 Communication: A teacher shall have the right to communicate concerns to the Barnstead School District Administration and School Board. Concerns shall first be addressed to the

Principal. If a concern is not resolved following the first level of communication, the teacher shall have the right to proceed to the next level (Superintendent then School Board).

ARTICLE VI. TEACHER EVALUATION

Side Letter

The parties agree to form a joint study committee to examine and explore effective teacher evaluation procedures. The goal of the committee shall be to develop a replacement for Article 6 Teacher Evaluation and the "Barnstead School District Plan for Conducting Observations and Evaluations" July 1997. The committee shall hold its first meeting no later than April 1, 2009. Once the committee has reached agreement, the new plan shall be submitted to the parties for ratification. Upon successful ratification the new evaluation procedure shall be appended to this collective bargaining agreement to take effect 2009 – 2010 school year.

6.1 Evaluation Procedure: The purpose of Teacher Evaluation is to improve and maintain the quality of education given to the District's students.

6.2 Evaluations shall only be conducted by the Principal and the Superintendent or their professional designees knowledgeable in the subject matter area being evaluated who are not represented by the bargaining unit. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Prior to or during the first three (3) weeks of school, the administration shall orient all teachers regarding evaluation procedures and instruments.

6.3 Every observation will be preceded by a planning conference between the teacher and the evaluator. These observations shall occur prior to March 1 of each year and shall be scheduled so that no more than one (1) observation is made in any thirty (30) day period. All teachers shall be observed for the purposes of evaluation at least once every year. More observations for the purpose of evaluation shall be conducted at the teacher's request; the Principal may make additional observations for the purpose of improving the quality of education given to the District's students.

6.4 Observation Reports: Each teacher shall receive a written report of every observation at least two (2) school days prior to a conference between teacher and evaluator. This conference shall occur within six (6) school days after the classroom observation. A copy signed by the teacher and Principal shall be placed in the teacher's personnel file within two (2) days after the conference.

6.5 No written evaluation report shall be submitted to the Superintendent, placed in the employee's file or otherwise acted upon without affording the employee an opportunity for a prior conference thereon. The employee shall sign such report in acknowledgement that it has been read, but in no way to indicate agreement with contents.

6.6 In the event that the teacher feels the evaluation was incomplete or unjust, the teacher may put additional comments or objections in writing and have them attached to all copies of the evaluation report. The teacher will sign any additional comments and return the comments to the observer within thirty (30) days of the conference. The comments will be forwarded to the Superintendent and a copy placed in the teacher's personnel file.

6.7 A teacher shall be notified, in writing, of any alleged deficiencies; the notification will be accompanied by a request that the teacher meet with the Principal to develop, jointly, an "Improvement Planner" (as found in the appendix of the Handbook on Teacher Evaluation) which shall indicate the expected correction and the specific timetable for achieving it. The "Improvement Planner" so developed shall be appropriate to the deficiency and include the original notice of deficiency.

ARTICLE VII. GRIEVANCE PROCEDURE

7.1 A "grievance" shall mean a complaint by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

7.1.1 Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.

7.2 All teachers shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the Administration.

7.3 Step 1 - Informal Step: A grievance must be initiated within thirty (30) days of the occurrence or when the employee was aware of the occurrence. Within the aforementioned thirty (30) day period, the grievant shall meet with the Principal in an attempt to resolve the matter informally at that level. The Principal shall communicate an informal decision to the grievant within five (5) days of the informal meeting.

7.4 Step 2 - Formal Step: If the informal decision does not resolve the grievance, the grievant may appeal the decision to the Principal, in writing, within ten (10) days after the receipt of the informal decision. The appeal to the Principal must specify the following:

a) the action that is the subject of the grievance;

b) the provisions of the Agreement violated; and

c) the remedy sought

7.5 Within ten (10) days from the receipt of the appeal, the Principal shall meet with the grievant and attempt to resolve the grievance and communicate a formal decision in writing to the grievant within five (5) days of the formal meeting.

7.6 Step 3: If the grievance is not resolved to the grievant's satisfaction in Step 2, it may be appealed to the Superintendent within ten (10) days of receipt of the Principal's formal decision. The written appeal must contain all of the information submitted at Step 2.

The Superintendent shall, within ten (10) days of the receipt of the appeal, meet with the grievant to discuss the matter, review the facts in the case as well as the decisions rendered by the Principal, and attempt to resolve the dispute.

The Superintendent shall, within ten (10) days of the meeting, communicate a written decision to the grievant.

7.7 Step 4: If the grievance is not resolved to the grievant's satisfaction at Step 3, it may be appealed to the School Board within ten (10) days of the receipt of the Superintendent's decision. The appeal must contain all the information submitted through Step 3.
The Board shall meet with the grievant, the Superintendent, and, if necessary, the Principal to attempt to resolve the grievance within fifteen (15) days after the receipt of the appeal from the Superintendent's decision.

The Board shall communicate its decision in writing to the grievant and the Association within ten (10) days of the meeting.

7.8 Step 5: If the grievance is not resolved to the grievant's satisfaction at Step 4, and the Association determines that the grievance should be arbitrated, the Association shall so advise the School Board in writing within ten (10) days of receipt of the Board's answer. The parties will then initiate a request for arbitration according to the rules of the American Arbitration Association, which are hereby incorporated into this Agreement. The decision of the arbitrator shall be binding.

7.9 Failure at any step of this procedure to communicate a decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limit shall be deemed a waiver of further appeal of the decision and shall be deemed acceptance of the decision rendered at that step.

7.10 The parties covenant and agree that all grievance hearing sessions, including those before the Barnstead School Board, shall be held in executive session.

7.11 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communications between the administration and said prospective employer.

7.12 A grievance filed by the Association may be submitted at the step/level where the action giving rise to the grievance occurred.

7.13 **See Attachment C – Letter of Agreement**

ARTICLE VIII. VACANCIES, TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

8.1 In the event of change of assignment, the employee involved shall be notified at the earliest practical time. Assignment changes will be avoided after June 1. In the event of a change of assignment and upon the request of the employee, a consultation with the Superintendent or his/her designee shall be held. The assignment of said employees to positions, grades and/or subjects, as the case may be, will generally be within their areas of demonstrated and certified competence.

In making his/her recommendation the Superintendent shall consider among other factors he/she deems relevant, employee's qualifications and system-wide balance of experience and inexperience. The final decision pertaining to employment assignments shall be that of the Board upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the employees involved.

8.2 Teachers who desire a change of position may file a written statement of such desire with the Superintendent.

8.3 The administration will post vacancies (including co-curricular positions) on the official bulletin board in the school. During the summer weeks, in addition to posting, the District shall send notice of the vacancies to the Barnstead Education Association Co-Presidents and bargaining unit members who have indicated in writing an interest in a change of assignment. Such notice shall be sent to the address left on record.

8.4 Based on their qualifications, teachers who are employed in the district and certified will, upon written application, be granted an interview and will be given due consideration for the vacant position.

8.5 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.

8.6 Teachers to whom student teachers are assigned by the School Board will receive any stipend the school receives from the cooperating college or university.

8.7 The Board shall provide for each teacher, a separate desk, a file cabinet and closet space in which to store personal articles; at least the desk or file cabinet shall have a functioning lock.

8.8 The student day will not exceed six (6) hours and forty-five (45) minutes and the student instructional day will not be less than five (5) hours and fifty (50) minutes. The teacher work day will begin fifteen (15) minutes prior to the student day and end forty-five (45) minutes after the student day for each day school is in session; provided, however, that on Friday the teacher day will conclude with the student day unless some teacher assignment identified by the teacher and/or Principal requires the teacher's presence in the building. On occasion, the teacher may leave early with the permission of the Principal.

8.9 A teacher shall have at least five (5) uninterrupted planning periods per week. The district shall make every effort to provide each teacher with at least one (1) uninterrupted

planning period per day. However, in the event this cannot be scheduled, no more than one day per week may have more than two planning periods. The planning periods will be at least forty (40) minutes in duration and will be in addition to the forty-five (45) minutes at the end of the student day, except when such period is preempted by meetings scheduled to a maximum of four (4) times per month. Every effort will be made by the administration to keep these meetings to within an hour's time.

8.10 Duty Free Lunch: All teachers shall receive a duty-free uninterrupted lunch period of thirty (30) continuous minutes.

8.11 Teachers will not be required to perform morning bus duty.

ARTICLE IX. LAYOFFS

9.1 If it is necessary for the Board to decrease the number of teachers, the Board will do so in a manner that is reasonably calculated to maintain and preserve the quality of education in the District.

9.1.1 Criteria: The factors in layoff decisions shall be based solely on the following: seniority, certifications, and ability. Seniority is defined as the number of years of service to the Barnstead School District. Certification is defined as the State certificate(s) held by the teacher. Abilities shall be determined by satisfactory evaluations on file. The Board shall make every effort to retain senior teachers who are certified. Only in those situations in which the School Board can show substantial reasons that retaining a senior teacher would not be in the best interest of the school system should the senior teacher be laid off.

9.2 Reductions in Force shall be absorbed, to the extent possible, through attrition and retirement. Any teacher laid off may secure other employment during the period of layoff.

9.3 Laid off teachers will be reinstated in inverse order of their being laid off; to the extent qualified to fill the available employment opening.

9.4 To the extent relevant under the provisions of this Agreement, teachers reinstated shall receive credit for previous years of service to the District.

9.5 The Board will not fill available employment openings with new employees without giving laid off teachers qualified to fill such openings an equal opportunity. If a position from which a teacher has been laid off becomes re-established within the immediate annual teacher contract year, said teacher laid off from that position will have first opportunity to fill the position re-established.

9.6 Laid off teachers will have the opportunity to substitute teach within the District.

9.7 The provisions of this article will not apply to a teacher who has been laid off for more than two (2) annual teacher contract years.

9.8 The Association will be informed when the Board is considering a Reduction in Force. The Association will be informed when the Board is considering expanded or additional programs.

9.9 For the purposes of this article, the teacher shall keep the Superintendent's Office informed of current address and telephone numbers.

ARTICLE X. NEGOTIATIONS PROCEDURE

10.1 The Board will furnish to the Association, upon request, such reasonable information as is needed to make reasonable proposals, including but not limited to: annual financial reports, treasurer's reports, school census information, and information regarding educational background and salary schedule placement of all teachers, including names, addresses and telephone numbers.

10.2 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist or represent it in negotiations. When agreement is reached between the parties' negotiating teams, it is agreed that each team will make a valid effort to seek ratification from its membership.

10.3 Any agreement reached shall be reduced to writing and signed by the Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of signing. The Board will make every effort to get ratification of the contract cost items from the voters of the School District at any school district meeting; the signed contract will be evidence of the Association's support.

10.4 On or before October 1 in the school year prior to the contract's expiration, either party may, in writing, by certified mail, return receipt requested, notify the other party of its intent to negotiate a successor Agreement. The parties will meet at reasonable times and places to negotiate in accordance with the provisions of RSA 273-A.

ARTICLE XI. PROFESSIONAL IMPROVEMENT

11.1 The parties support the principle of continuing education of teachers through the School Board's approved professional development plan. As part of this effort the Barnstead School District will participate in SAU-wide professional development committee workshops, days and/or any other workshops as approved by the Superintendent.

11.2 The District will reimburse its employees certified to be represented by the Association for an approved graduate course or Superintendent approved undergraduate study up to four (4) credits per teacher per year at a rate not to exceed the cost per credit at the University of New Hampshire. In addition, the District will reimburse each teacher taking workshops or conferences up to $300 per teacher per year.

11.3 To be eligible for reimbursement, the course or workshop must be approved in advance by the Superintendent or Principal and a grade of "B" or better must be obtained in the course.

11.4 Employees eligible for reimbursement may, following the approval of the course or workshop by the Superintendent or Principal, request payment in advance of the course or workshop up to the amount approved. Should the employee fail to participate in the workshop or satisfactorily complete a course by obtaining a grade of "B" or better, the amount of money advanced will be subtracted from the end-of-year check or from the final check, should the employee leave before the end of the school year.

11.5 Before the close of each school year any teacher, upon request, shall be notified by the SAU office, in writing, of the following:

a) Accumulated degree-credit hours reported to the Superintendent, to date;

b) Accumulated staff development hours reported to the Superintendent, to date;

c) Date of re-certification for renewal of state certificate.

ARTICLE XII. SCHOOL CALENDAR/INSTRUCTIONAL DAYS

12.1 The Superintendent or his/her designee will meet and discuss the school calendar with designated representatives of the Association, ten (10) days prior to proposing a school calendar to the Board for adoption. The Superintendent will report the Association's recommendations to the Board and the Board will respond to the Association's recommendations. The final decision on the school calendar shall rest with the Board.

The school year shall begin no earlier than the Monday prior to Labor Day.
The school year shall consist of a maximum of 180 instructional days plus the time equivalent to six (6) teacher work days as follows:

3 days prior to the start of the instructional year
2 for professional development /training
1 for uninterrupted classroom preparation
1 2/3 day in October for parent conferencing to consist of
1 full day plus 4 3/4 hours after teacher contracted day
1/3 day in January for parent conferencing to consist of
3 hours after teacher contracted day
1 day that follows the final student day for post-school responsibilities.

Additionally, there shall be at least three (3) early release/delay opening days for professional development / training; and two (2) early release/delay opening days during May and early June for preparation of class lists and purchase orders.

ARTICLE XIII. LEAVES

13.1 Paid Leave

13.1.1 Sick Leave

Paid Leave for the purpose of personal or family illness will accumulate at the rate of 1.2 days per calendar month, September through June, for a maximum of twelve (12) days per school year, cumulative to ninety (90) days for teachers with less than ten (10) years of service and one hundred ten (110) days for teachers with ten (10) or more years of service. Any accumulation of leave days which present teachers have at the effective date of this Agreement shall be retained as sick leave.

First-year teachers may borrow up to five (5) days of unearned sick leave.

Teachers shall be given a written accounting from the Superintendent's office of their accumulated sick leave by the third pay period and by the first pay period in June.

Upon extenuating circumstances, a teacher who has not accumulated leave may request to borrow a portion of his/her twelve (12) sick days from the School Board.

A physician's certificate may be required for absences which are more than five (5) consecutive days.

Except in unusual circumstance, teachers are required to notify the School Administration of sick leave absences before 6:00 a.m.

13.1.2 Leave Reimbursement for Non-Use of Sick Day Leave

1. Teachers who have accumulated 110 days of sick leave shall be eligible for the following benefit:

   a) Teachers using two or fewer days of sick leave per year shall receive $1,000.

   b) Teachers using three or four days of sick leave per year shall receive $750.

   c) Teachers using five days of sick leave per year shall receive $500.

2. The Board shall be required to budget $10,000 annually to fund this benefit.

3. In the event that the amount of funds available is less than the amount of money eligible to be paid, each teacher will receive an adjusted, pro-rated share of the fund.

4. Donations to the sick bank shall not be counted as a sick day used for calculating this benefit.

5. Payment shall be made in a separate check by June 30 each year.

13.1.3 Bereavement Leave

Leave up to three (3) days, non-cumulative may be granted at any one time in the event of the death in the immediate family of the teacher, teacher's spouse and/or outside the employee's immediate family.

13.1.4 Personal Leave

Teachers may use up to three (3) personal days per year, non-cumulative.

13.1.5 Maternity Leave

Maternity leave required due to a disability, prior to and after the birth of a child and as certified by a physician, will be treated like any other personal or family illness.

13.2 Sick Leave Bank

13.2.1 The Board agrees to establish a sick leave bank to cover teachers in the event of long-term illness or disability. The sick leave bank shall be administered by a committee composed of three (3) teachers of the Association appointed by the Co-Presidents, hereinafter called the Administrative Committee.

13.2.2 The Sick Bank rotation list is a list of members of the sick bank and was established in October 2006. The list of members was placed in alphabetical order by date of hire. The sick bank rotation list shall consist of names placed in the order employees first join the bank. New enrollees, after contributing one day, are added to the bottom of the list. New enrollees who join the bank on the same day shall be placed on the list in alphabetical order.

13.2.3 To join the sick leave bank, a teacher must sign a Sick Bank Membership Form by September 15th of each year and shall donate one (1) day from the twelve (12) days he/she is allowed to accrue in a one-year period to be deposited in said bank, such day to be deducted from the teacher's annual sick leave. The Administrative Committee will provide the SAU office with a copy of all membership forms as well as the current rotation list by October 31st.

The days in the bank may accumulate up to one hundred seventy five (175) days. When the bank reaches the maximum accumulation only new enrollees need to contribute to the bank. These days in excess of the maximum shall be placed in reserve. Any days left in reserve at the end of the school year shall be lost. They shall neither continue to be held in reserve nor restored to the enrollee.

13.2.4 A member becomes eligible to request benefits from the sick leave bank if suffering from an incapacitating illness or disability provided he/she has exhausted all of his/her accrued sick leave. Said member may request up to twenty five (25) days per school year.

13.2.5 The request to use the sick leave bank shall be submitted in writing with supportive medical documentation to the Administrative Committee. The committee will determine

whether or not, in its judgment, the teacher qualifies to use the sick leave bank. It will submit its findings and recommendation to the Superintendent, who, in turn, will submit it to the Board for final approval. Unless the Board finds compelling reasons why the teacher does not qualify for the use of sick leave bank, the Board will authorize the Superintendent to release the days for use by the teacher.

13.2.6 When days are drawn on the Sick Bank, the sick days held in reserve shall be used to restore the Sick Bank to its maximum of 175 days. If the bank falls below the maximum accumulation, participants must contribute only one of their sick days at the close of the current school year, beginning with the top of the rotation list, until the Sick Bank is restored to the maximum allowed. Those contributing individuals will then be placed at the bottom of the rotation list.

13.3 Jury Duty or Witness Service

A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duty for the actual time involved in said service, and will receive the difference between jury fees and the teacher's daily pay. No salary deduction or loss of leave shall occur when a teacher is absent because he/she has been called to appear in court or other tribunal on business concerning the Barnstead School District.

13.4 Extended Leaves of Absence

Provided that the teacher states the intention to return to the school system, upon recommendation of the Superintendent, a teacher may be granted a year's leave of absence, without pay, for educational purposes, provided the School Board approved the year's program as submitted by the teacher in his/her application for leave. The teacher shall be reinstated without loss of seniority or benefits and shall be assigned to a position within his/her certification, which is as similar to the one previously held as possible.

13.5 Child Rearing Leave

13.5.1 A teacher shall be entitled to child rearing leave upon the birth or adoption of a child. Written application for child rearing leave must be made to the Superintendent no later than twenty (20) calendar days after the birth or adoption.

13.5.2 Child rearing leave shall normally commence on either (1) the day after disability from child bearing terminates to a female teacher or (2) the date of birth or adoption of a child, and shall continue until August 31, as follows:

a) For childbirth or adoption occurring on or between January 1 and June 30, child rearing leave shall continue until the following August 31 following one (1) calendar year;

b) For childbirth or adoption occurring on or between July 1 and December 31, child rearing leave shall continue until the following August 31.

13.5.3 All child rearing leave shall be without pay or benefits, except for those benefits maintained by the teacher in strict accordance with Article 13.8.3.

13.6 Professional Leave

Professional leaves and absences with full pay will be allowed, for leave approved in advance by the Superintendent or Principal, to educational meetings and conferences or for trips involving school business. All requests for such absences will be made, in writing, to the Principal. The number of absences allowable for professional leave is a value judgement on the part of the Superintendent and Principal and is subject to budget limitations.

13.7 Other Leaves

Leaves of absence for other purposes may be granted, without pay, upon recommendation of the Superintendent and approval of the School Board.

13.8 General Provisions

13.8.1 The Board may at its discretion and on the request of the teacher, extend any leave that has been granted to a teacher.

13.8.2 Upon return from any leave, the bargaining unit member shall be reinstated without loss of seniority or benefits. The Board shall try (including voluntary reassignment of other continuing faculty members) to return the teacher to the position held prior to leave.

13.8.3 All benefits, to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return from leave. Teachers may keep their benefits in force while on leave by paying the cost of the benefits to the School District. This payment should be made thirty (30) days prior to due date.

ARTICLE XIV. GENERAL PROVISIONS

14.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

14.2 On matters of serious mutual concern, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be in writing and signed as an amendment to this Agreement.

14.3 Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

14.4 This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.

14.5 Copies of this Agreement between the Barnstead School District and the Barnstead Education Association, NEA - New Hampshire, shall be printed at the joint expense of the Association and the Board within thirty (30) days after the Agreement is signed and presented to all teachers employed, hereinafter employed, or considered of employment by the Board. Further, that the Board shall furnish five (5) copies of the Agreement to the Association for its use.

14.6 Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to this Agreement, the party shall do so by delivery in hand with signed receipt or by registered or certified mail at the following address:
If by the Association:

Chairperson
Barnstead School District
School Administrative Unit #86
10 Watson Road, Suite 2
PO Box 250
Center Barnstead, NH 03225

If by the Board:

Co-Presidents
Barnstead Education Association
NEA-New Hampshire
91 Maple Street
PO Box 289
Center Barnstead, NH 03225

ARTICLE XV. COMPENSATION

15.1 Salary Schedule

See Attachment A.

Year 1: Place members on proper step and track
Year 2: Add 2% to the base and advance staff on schedule

15.2 Placement

Placement on the salary schedule shall be based on degree status and years of teaching experience at the beginning of the school year. Any condition, which changes the placement of an individual during the school year, will become effective at the beginning of the next contract year. Upon attainment of the necessary credits from graduate level courses, an employee shall provide the SAU office with the official transcript from the accredited institution.

A year is defined as a contract year or 10 months of experience. When placing a professional, credit will not be given for partial years.

For example:

Teacher A has 10 years plus 16 months experience. The step placement would be STEP 11.

15.3 New Employees

No new teacher will be placed on the salary schedule at a higher salary than that of a teacher presently working for the district with the equivalent training and experience. In no event may a newly hired member be placed at a salary higher than the appropriate track on Step 16.

15.4 Longevity

Option A:

Teachers who have served the Barnstead School District for 11 years or more shall receive longevity compensation, to be paid in two equal installments: the first pay period in December and the last pay period in June according to the following schedule:

District 11-15:	$1,000
District 16-20:	$1,500
District 21-25:	$2,000
District 26-30:	$2,500
District 31-35:	$3,000
District 36+:	$3,500

Option B:

Alternatively, teachers employed during the 2008-2009 school year and beyond Step 16 may, instead of the above, choose compensation calculated as 1.5% of the base salary of the appropriate track for each year of experience beyond the maximum step. This amount shall be added to the maximum salary of the appropriate track. Teachers who qualify for and select this option must notify the SAU of their choice by the beginning of the 2009-2010 school year and may not chose the first option in future years. Teachers who select this option shall continue to qualify for this longevity compensation until they leave the District.

Effective with leave requests received by the Board during the 2009-2010 year, unpaid leave shall not be included in calculating years in district for the purpose of this section except in circumstances in which the Board and the Association mutually agree that the teacher will acquire experience during the period of the leave which would benefit the district. This decision must be made prior to the Board granting the leave of absence.

15.5 Team Leaders, Committee and Additional Compensation

Team Leaders:

Team Leaders, elected by team members, shall receive an annual compensation equal to 4% of the BA base salary to be paid in two equal installments: the first pay period in December and the last pay period in June.

Committees:

All committees will be recommended by the Principal and approved by the School Board. The Association will be provided a list of current approved committees at the start of each school year and whenever a new committee is approved. This notice shall include the responsibilities of the committee and the compensation for each member. Teachers shall be compensated up to 4% of the BA base salary as recommended by the principal and approved by the board to be paid in two equal installments: the first pay period in December and the last pay period in June. Teachers shall have equal opportunities to serve on committees. Committee assignments are voluntary, during the school year, and equitable among members of the bargaining unit.

Additional Compensation:

All curriculum work or instruction conducted outside of school hours shall be recommended by the Principal and approved by the School Board. This work shall be voluntary and compensated at a rate of $50/hour. This provision does not apply to work outside of school hours which is part of a teacher's regular duties as a professional including the preparation of lesson plans, offering extra help to students, communicating with parents, attending teachers' meetings and the like.

15.6 Retirement Option

Teachers may choose one of the following options for their retirement year:

1) 50% of their total accumulated sick leave days up to a maximum of 55 days at the rate of $75/day.
2) $75 times the number of years that the teacher has served the district as a member of the bargaining unit.

Teachers must notify the Superintendent of their intent to retire by November 1st of the prior fiscal year. This intent to retire deadline shall be waived in the first year of the agreement provided notice is given prior to the statutory warrant article deadline. Teachers who accept one of these retirement options shall not be eligible for the section 13.1.2 payment in their retirement year. Payment shall be made by June 30th of the retirement year.

ARTICLE XVI. HEALTH AND DENTAL INSURANCE

16.1 Health Insurance

The School District will provide the following Blue Choice plans for teachers to select from: **BC3T5RDR-R$3/15M$1, BC3T10-R$3/15M$1, BC2T10-R$3/15M$1, BC2T10INPDED-R$3/15M$1, BC3T15INPDED-R$3/15M$1, MTB5-R$3/15M$1, MTB20-R$3/15M$1, MTB10IPDED-R$3/15M$1, AND MTB15IPDED-R$3/15M$1** for teachers who qualify and become members of the plan.

The District will pay 85% of the premium for single plan chosen, the single premium plus 60% of the additional premium for the two-person plan chosen or the single premium plus 68% of the additional premium for the family plan chosen through payroll deduction.

The District will notify teachers of deadlines for joining the plan.

The teacher contribution towards the premium will be through pre-tax payroll deduction.

The District will contribute its proportional share for family members defined as dependents under IRS regulations and civil union partners. Teachers may include ex-spouses and children in their plans who no longer qualify as dependents under IRS regulations but are allowed by state law, if they pay the difference in premium, if any, between the plan to which the teacher would be entitled without said dependents and the plan which the teacher has chosen which includes such dependents.

16.1.1 Any teacher eligible to enroll in the Plan who does not become a member of the Plan will be compensated by the District in the amount of $1500.00 per year in lieu of a single or two person plan or $2000 in lieu of a family plan whichever is appropriate. The compensation will be pro-rated and added to each paycheck. The teacher will be required to provide proof of outside health insurance coverage at the beginning of each contract year. An employee who is the spouse of another employee who is a member of the Plan will not be eligible for this compensation, except those individuals employed during 2007-2008 who received this benefit shall be grandfathered.

16.2 Dental Insurance

The District will pay for 100% of the premium for single coverage for the Health Trust Dental plan Option 1A. Note: This contribution is required by Health Trust.

ARTICLE XVII. DURATION

17.1 The provisions of this Agreement will be effective as of September 1, 2009 except as otherwise provided herein, and will continue and remain in full force and effect until August 31, 2011. The current terms and conditions of employment will continue and remain in full force and effect until a successor agreement has been ratified.

IN WITNESS WHEREOF, the parties have executed this Agreement entered into this 10th day of June, 2009 by and between the Barnstead School Board and the Barnstead Education Association, NEA - New Hampshire.

BARNSTEAD SCHOOL BOARD

Diane Beijer, Chairman
Its Duly Authorized Member

Date 6/10/09

BARNSTEAD EDUCATION ASSOCIATION

Patricia L. Hamilton
Co-President, Barnstead Education Association
Its Duly Authorized Member

Date 06-10-09

Co-President, Barnstead Education Association
Its Duly Authorized Member

Date 6/10/09

BARNSTEAD SCHOOL DISTRICT
SALARY SCHEDULE

2009 - 2010

	BA	BA+10	BA+20	BA+30	BA+40	BA+50/M	B75/M+25
0	30,593	30,898	31,207	31,520	32,150	33,114	34,439
1	31,663	31,816	32,134	32,456	33,095	34,079	35,432
2	32,771	32,930	33,089	33,420	34,079	35,081	36,464
3	33,918	34,082	34,247	34,412	35,091	36,123	37,537
4	34,936	35,275	35,446	35,617	36,133	37,196	38,652
5	35,984	36,333	36,686	36,863	37,398	38,301	39,800
6	36,884	37,423	37,787	38,154	38,707	39,642	40,982
7	37,806	38,359	38,920	39,298	40,061	41,029	42,416
8	38,751	39,318	39,893	40,477	41,263	42,465	43,901
9	39,720	40,301	40,891	41,489	42,501	43,739	45,438
10	40,514	41,309	41,913	42,526	43,564	45,051	46,801
11	41,324	42,135	42,961	43,590	44,653	46,177	48,205
12	42,151	42,977	43,820	44,679	45,769	47,332	49,410
13	42,994	43,837	44,696	45,573	46,913	48,515	50,645
14	43,854	44,714	45,590	46,484	47,852	49,728	51,911
15	44,731	45,608	46,502	47,414	48,809	50,723	53,209
16	45,625	46,520	47,432	48,362	49,785	51,737	54,273
	459	463	468	473	482	497	517

BARNSTEAD SCHOOL DISTRICT
SALARY SCHEDULE

2010 - 2011

	BA	BA+10	BA+20	BA+30	BA+40	BA+50/M	B75/M+25
0	31,204	31,516	31,832	32,150	32,793	33,777	35,128
1	32,297	32,453	32,777	33,105	33,757	34,760	36,141
2	33,427	33,588	33,751	34,088	34,760	35,783	37,194
3	34,597	34,764	34,932	35,101	35,793	36,846	38,288
4	35,635	35,981	36,155	36,329	36,856	37,940	39,425
5	36,704	37,060	37,420	37,601	38,146	39,067	40,596
6	37,621	38,172	38,543	38,917	39,481	40,434	41,802
7	38,562	39,126	39,699	40,084	40,863	41,850	43,265
8	39,526	40,104	40,691	41,287	42,088	43,314	44,779
9	40,514	41,107	41,709	42,319	43,351	44,614	46,346
10	41,324	42,135	42,751	43,377	44,435	45,952	47,737
11	42,151	42,977	43,820	44,461	45,546	47,101	49,169
12	42,994	43,837	44,696	45,573	46,684	48,279	50,398
13	43,854	44,714	45,590	46,484	47,852	49,485	51,658
14	44,731	45,608	46,502	47,414	48,809	50,723	52,949
15	45,625	46,520	47,432	48,362	49,785	51,737	54,273
16	46,538	47,451	48,381	49,330	50,780	52,772	55,359
	468	473	477	482	492	507	527

Attachment C

LETTER OF AGREEMENT

Between the
Barnstead School Board
and the
Barnstead Education Association

August 11, 2005

The School Board will hear complaints about individual teachers in non-public session only. The teacher who is the subject of any such complaints will be given the opportunity wherever possible to be present during such complaints, and will be given the opportunity to respond to such complaints. The School Board, the administration, the association, and the teachers will make all efforts to resolve all complaints and concerns at the lowest appropriate level of the administration and the School Board.