

1/10/11



AGREEMENT
BETWEEN
THE DUNBARTON EDUCATION ASSOCIATION
AND
THE DUNBARTON SCHOOL BOARD

July 1, 2008 to June 30, 2011



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	TABLE OF CONTENTS	1
I	RECOGNITION	2
II	NEGOTIATIONS PROCEDURE	3
III	ASSOCIATION RIGHTS	4
IV	EMPLOYEE RIGHTS	5
V	MANAGEMENT RIGHTS	6
VI	GRIEVANCE PROCEDURE	7-8
VII	WORKING CONDITIONS	9
VIII	VACANCIES, TRANSFERS & ASSIGNMENTS	10
IX	PAYROLL DEDUCTIONS	11
X	LEAVE BENEFITS	12-14
XI	INSURANCE	15-16
XII	PROFESSIONAL QUALIFICATIONS & ASSIGNMENT	17
XIII	PROFESSIONAL DEVELOPMENT	18-19
XIV	FAIR TREATMENT	20-21
XV	REDUCTION IN FORCE	22-23
XVI	PROFESSIONAL COMPENSATION	24-25
XVII	DURATION	26
 APPENDICES:		
A-1	2008-2009 SALARY SCHEDULE	27
A-2	2009-2010 SALARY SCHEDULE	28
A-3	2010-2011 SALARY SCHEDULE	29
A-4	STEP INCREASE LANGUAGE	29
B	DUNBARTON TEACHER CONTRACT	30
C	DUES AUTHORIZATION CARD	31
D	GRIEVANCE FORM	32-33
RATIFICATION PAGE		34
SIDE BAR AGREEMENT OF 2/1/95		35
SIDE BAR AGREEMENT OF 1/29/97		36
SIDE BAR AGREEMENT OF 1/20/99		37

ARTICLE I RECOGNITION

- 1.1 The Board recognizes the Association as having been certified by the Public Employee Labor Relations Board (hereinafter NH PELRB) pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all professional staff employed by the Dunbarton School District which includes all full and part-time teachers, guidance counselors and school nurses, librarians and therapists hired directly by the school district as an employee as certified by the NH PELRB and excluding the school Principal.
- 1.2 The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the NH PELRB.

ARTICLE II NEGOTIATIONS PROCEDURE

- 2.1 On or before October 1 of any year preceding the expiration date of this Agreement, either party may notify the other party, in writing, of its intent to negotiate terms of a successor Agreement. Within fourteen (14) calendar days of the receipt of the notice the parties shall meet to commence the negotiations process.
- 2.2 The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
- 2.3 Any agreement reached upon ratification shall be reduced to writing and signed by the Board and the Association.
- 2.4 If any agreement is not reached by December 1 preceding the termination date of this Agreement, either party may declare an impasse pursuant to RSA 273-A:12.
- 2.5 Either party may, if it desires, utilize the services of outside consultants.
- 2.6 The Board and the Association agree to support mutually agreed to settlements before the voters of the District. However, any Agreement reached herein which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless, and until, the voters of the District, having been provided information setting forth the financial terms relating to the entire term of the Agreement, vote to bind the District. In the event the voters shall not approve the District Budget as proposed by the Board, the agreements of the parties shall be void and the Board and the Association shall resume negotiations.

ARTICLE III ASSOCIATION RIGHTS

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- 3.1 Special conferences for important matters may be arranged between the Association and the designated representative of the Board upon request of either party. All matters discussed shall be without prejudice to the position of either party.
- 3.2 The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association materials.
- 3.3 The Association shall have the right to use school facilities for meetings, and shall have the right to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for all materials and supplies incident to such use and shall be responsible for the proper operation of said equipment.
- 3.4 Duly authorized representatives of the local, state and national levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations or staff responsibilities.
- 3.5 Association officers or their designees, during working hours if reasonably required and without loss of time or pay, may represent employees and investigate and present grievances to the employer.
- 3.6 The Association shall be given an opportunity at faculty meetings to make announcements.
- 3.7 The Association shall be given sufficient time on the agenda of the orientation/opening day of school/welcoming ceremony to make a brief presentation to faculty and staff.
- 3.8 At the request of the Association and with at least seven (7) days' prior notice, the Board shall place the Association on its agenda for regular School Board meetings.
- 3.9 The association shall be granted two (2) leave days per year. These days are to be distributed at the discretion of the Dunbarton Executive Board and are to be used by the executive members or the following designees: Membership representative, negotiations representative, grievance representative for meetings or conferences.

ARTICLE IV EMPLOYEE RIGHTS

- 4.1 Pursuant to RSA 273-A, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not discriminate against any employee with respect to wages, hours, or any terms and conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association, or collective negotiations with the Employer; his/her institution of any grievance, complaint or proceeding under this Agreement.
- 4.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under any applicable law or regulation.
- 4.3 The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, place of residence, sexual orientation, handicap or disability.

ARTICLE V MANAGEMENT RIGHTS

- 5.1 Except as otherwise provided and limited by this contract, the Board reserves to itself sole and exclusive jurisdiction and authority over, but is not limited to, matters of policy and retains the unrestricted right to direct and manage the School District as per Chapter 273-A of the Public Employee Labor Relations law.
- 5.2 Terms and conditions of employment mean only wages, hours, and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined by RSA 273-A or confided exclusively to the public employer by statute or regulations adopted pursuant to statute, except as modified by this contract.
- 5.3 The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental functions.

ARTICLE VI GRIEVANCE PROCEDURE

6.1 Definitions

6.1.1 A "grievance" is a complaint by staff member or members of the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

6.1.2 All time limits in this Article shall mean school days, except the end of the school year when they shall be Monday through Friday, excluding holidays.

6.2 Purpose

The parties acknowledge that it is more desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix D attached hereto and defined as a simple form to clarify the grievance). Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure while a grievance is in process.

6.3 Right of Representation

A staff member covered by this agreement shall, under this Article, have the right to have an Association representative present at any step of the grievance procedure.

6.4 Time Limit

A grievance to be considered under this procedure must be initiated in writing (Appendix D) within twenty-one (21) school days following the incident giving rise to the grievance.

6.5 Formal Procedure

Level 1. Within seven (7) days of the receipt of a formal grievance, the building principal shall meet with the aggrieved staff member. Within five (5) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred (in writing Appendix D) to Level 2 within seven (7) days of the receipt of any answer given at this level.

Level 2. Within seven (7) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level 1 and examine the facts of the grievance. The Superintendent shall give his/her answer (in writing) within seven (7) days of any such meeting. If the grievance is not settled at this level, then within seven (7) days from receipt of the answer rendered at this level, the grievance may be referred (in writing Appendix D) to Level 3, the School Board.

Level 3. Within fourteen (14) days of a grievance being referred to this level, the Board will hold a hearing with the participants and examine the facts of the grievance. The

hearing shall be in non-public session at the request of the grievant. The Board will thereafter, within fourteen (14) days of such hearing, give its answer, in writing. If the grievance is still not settled, the matter may be referred (in writing Appendix D) to arbitration by the Association as set forth in Level 4 of this procedure.

Level 4. Within fourteen (14) days after the Board's decision at Level 3, the Association will notify the Superintendent whether or not the matter will be submitted to arbitration. If the matter is referred to arbitration, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within ten (10) days of the Association's request for arbitration, then either party may apply to the American Arbitration Association or the Public Employee Labor Relations Board to name an arbitrator under the rules and procedures of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a written decision to both parties. The arbitrator's decision shall be advisory to the Board. The parties agree to share equally in the compensation and expenses of the arbitrator.

- 6.6 Upon receipt of the decision of the arbitrator, the Board shall consider the same and if the Board shall decide to modify or refuse to implement the decision, it shall render a written report with the reasons for its decision.
- 6.7 Time periods specified in this procedure may be extended by mutual agreement.
- 6.8 A timely response will be given at each step.
- 6.9 The Board shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.
- 6.10 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE VII WORKING CONDITIONS

7.1. Work Day

The teacher's standard professional work day shall be 7 hours and 25 minutes. The teacher's work day shall begin twenty (20) minutes prior to and end fifteen (15) minutes after the student day. (Except that on Fridays or on days preceding holidays or vacations or with the permission of the principal, the teacher's day shall end at the close of the pupil's day). Some flexibility of hours may be required for other professional duties.

7.2. Duty-free Lunch

All teachers shall receive a duty-free uninterrupted lunch period of twenty (20) continuous minutes of the students' lunch period (approximately one (1) hour), except in cases of emergency.

7.3. Preparation Period

All teachers shall receive four (4) forty minute (40) duty-free uninterrupted preparation periods per week, prorated for part-time teachers, when class is under the supervision of a specialist--art, music, physical education, library science, health instruction and/or any other special program which provides competent supervision and does not require the presence of the classroom teacher.

7.4. School Calendar

The School Calendar shall consist of a maximum of 186 working days, one (1) day of which shall be set aside for parent conferences and/or in lieu of time required by teachers to meet with parents after the work day.

7.5. Teachers may leave the building during their unscheduled time provided they notify the office prior to their leaving.

7.6. New Staff Orientation / Workshops

Whenever the employer requires new staff to attend additional days for orientation beyond the negotiated number of days set forth in the employee's contract, the employee will be paid at the rate of \$100 per day. New staff may be required to attend up to 3 such additional mandatory days per year.

The employer may offer additional non-mandatory unpaid orientation days. Attendance of non-mandatory unpaid days shall be at the discretion of the employee. The employer shall notify the employee in advance and in writing as to which days are mandatory and which are non-mandatory.

ARTICLE VIII VACANCIES, TRANSFERS AND ASSIGNMENTS

- 8.1 Employees shall be given initial written notification of their assignment by April 15, preceding the new school year. It is understood that this assignment may be changed to meet the needs of the District. However, if a transfer or reassignment is necessary, the employer will consider volunteers who are certified and qualified. Any staff member involuntarily transferred may resign his/her position without prejudice.
- 8.2 Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the official bulletin board. This posting shall state the position to be filled, qualifications, starting date, deadline for applications and other relevant terms of employment. Such notices shall be posted for ten (10) days before the deadline for application. In the event of a vacancy during summer recess, the Board shall notify the Association President by mailing via certified mail a copy of the vacancy at least ten (10) days before the deadline for application. The Board may advertise the position simultaneously with posting the vacancy.
- 8.2.1 Teachers who are interested in being assigned to another position for the next school year may make known their interest by submitting a written statement to the principal before May 1. The parties understand that any vacancy shall be filled with the most qualified candidate based on objective criteria. If there are no substantial differences in qualifications between candidates for the position, preference will be given to current employees who have applied for the vacancy.

ARTICLE IX PAYROLL DEDUCTIONS

- 9.1 Any bargaining unit member who is a member of the Association, or who has applied for membership may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Employer shall deduct equal amounts for 20 pay periods, whenever possible, beginning the second pay period in September. The amounts deducted shall be promptly remitted to NEA-NH. If a teacher leaves the district before full dues authorized have been deducted, the balance shall be deducted from the teacher's final paycheck.
- 9.2 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, NEA-PAC/NIIEPAC contributions or any other plans currently being offered by SAU #19, subject to adequate computer capacity at the SAU office.

ARTICLE X LEAVE BENEFITS

10.0.1 Unless otherwise noted, all time limits in this Article shall mean school days, except at the end of the school year, when they shall be Monday through Friday, excluding holidays.

10.0.2 The School Board may extend such leaves at its discretion.

10.1 Sick Leave

Each professional employee shall earn sick leave at a rate of one and one-half (1.5) days each month of employment as of the first day of such month from September through June of each school year: provided, however, that an employee shall not accumulate more than fifteen (15) sick leave days per school year and such sick leave shall not be accumulated beyond a total of one hundred five (105) days. Sick leave shall be available for use in case of illness or disability for the staff member and members of his/her household, including immediate family and/or guardianships, with a limit of ten (10) days for the care of a member of the household, immediate family and/or guardianship

Effective July 1, 1998, those employees who have accumulated 106 to 120 days may retain them, but once depleted to below 105 may not surpass the new maximum.

10.1.1 Sick Leave Bank

The Board agrees to establish a Sick Leave Bank to cover employees in the event of a long-term illness. The Sick Leave Bank shall also be administered by a committee composed of three (3) members of the association appointed by the President hereinafter called the Administrative Committee. The Administrative Committee will notify the administration of days withdrawn from the Sick Leave Bank and to whom the days are granted.

Each employee wishing to be covered agrees to donate one day from the days allowed to accrue in a one year period to be deposited in said Bank, such days to be deducted from the employees annual Sick Leave.

Employees may enroll as soon as they have a sick leave day to contribute. Each succeeding school year the month of October shall be a new enrollment period. The Administrative Committee shall inform the Superintendent in writing of the members wishing to participate by November 1. Sick days in the Bank shall accrue from year to year to a maximum of one hundred (100) days after which additional donations shall not be required until the bank drops below fifty (50) days.

An employee shall become eligible to request extended benefits from the Sick Leave Bank after an incapacitating illness or disability provided he or she had exhausted all his/her accrued sick leave. Approval of such requests shall be made at the discretion of the Administrative Committee. Approved requests must be presented to the Superintendent in writing no later than fifteen (15) days after the requested date(s). Employees who are receiving benefits from Long Term Disability Policy set forth in Article XI Section 4 shall not be eligible to receive benefits from the Sick Leave Bank.

10.2 Worker's Compensation

Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days.

10.3 Personal Leave

At the beginning of every school year, each employee shall be entitled to three (3) paid days to be used for the employee's personal business. Any employee planning to use a personal day or days shall notify his/her supervisor in writing at least four (4) days in advance, when possible, except in cases of emergency. The employee shall not be required to reveal the purpose of such leave. Personal days shall not be used for vacation or recreational purposes and shall not be used solely to extend a holiday or vacation.

Personal leave shall not be accumulated from year to year. Not more than thirty percent (30%) of the bargaining unit (FTE) shall be absent on personal leave on any given day except in case of an emergency.

10.4 Professional Leaves of Absence

Each teacher shall be entitled to two (2) days per year of paid professional leave and three (3) days per year of paid administrative directed professional leave. Additional professional leave days may be granted at the discretion of the Superintendent or his/her designee, with or without pay. The use of professional leave shall be subject to prior approval by the Superintendent or his/her designee upon submission of a written request a reasonable time in advance for the following purposes:

- 10.4.1 Attendance at professional and/or educational conferences and workshops.
- 10.4.2 For attending state or national meetings as a delegate of NEA-NH or a professional association.
- 10.4.3 For the receiving of a college or graduate degree relevant to their position as an educator within the district.
- 10.4.4 For visiting other school districts for purposes of observation of teaching methods, curriculum orientation and in-service workshop offerings.
- 10.4.5 Professional leaves of absence shall not be denied for arbitrary or capricious reasons. The Superintendent will respond in a timely manner. Reasons for denial of such leave will be given in writing within ten (10) days of the request at the Superintendent's office.

10.5 Bereavement Leave

Each teacher will be entitled to five (5) days leave, per event, at full salary in the event of the death of the teacher's spouse, child, son-in-law, daughter-in-law, parent, maternal or paternal grandparent, father-in-law, mother-in-law, brother, sister, legal guardian, or member of the employee's household. Additional leave or leaves due to the death of persons of some other relationship to the teacher may be granted by the Superintendent of Schools.

In addition, each teacher may use one (1) sick day annually for bereavement leave in the event of the death of a family member or friend not listed above. This one day may not be taken from the sick leave bank.

Bereavement leave may not be accumulated from year to year.

10.6.1 Child Bearing/Child Rearing Leave

In addition to the period of time an employee is disabled as a result of childbirth, employees in the Dunbarton School District under individual contract and who are pregnant shall be entitled to leave of absence without pay. The employee, except in the case of an emergency, shall give the Superintendent no less than one hundred twenty (120) days prior written notice of (1) a specific date for the commencement of the leave, and (2) a specific date when the employee intends to return to work. In the event the anticipated delivery falls within the first month of a new school year, leave requested pursuant to this Section shall commence at the beginning of that new school year.

10.6.2 Pregnant employees may take a leave not to extend longer than one full school year after the school year in which said leave commences. Upon return, a teacher shall be assigned to a similar position which she held at the time the leave commenced or, if that position is no longer in existence, to a substantially equivalent position.

10.6.3 It is agreed by the parties hereto that employees taking leave pursuant to this Section may continue hospital and medical insurance coverage under the plan then covering other School District employees, provided said employee (1) notifies the Superintendent in writing of that teacher's intention to continue under said insurance plan, and (2) agrees in writing to pay the full cost of such insurance coverage.

10.6.4 The period of disability in an uncomplicated pregnancy shall be at least 8 weeks, two weeks before the anticipated birth and six weeks after, or as determined by the employee's qualified medical practitioner.

10.6.5 Unpaid leaves under this Article shall be available to male parents as well as female and shall apply in cases of adoption as well as childbirth.

10.7 Other leaves of absence, without pay, may be granted by the Board.

ARTICLE XI INSURANCE

11.1 Health Insurance

The parties recognize that Health insurance is a twelve month benefit and the employer will provide a choice of Anthem Blue Choice, Matthew Thornton, and Cigna, with \$1,000,000 major or equivalent. (These are plans offered by the Local Government Center and Cigna through the District.) Upon retirement, any employee may continue participation in this group plan until eligibility for Medicare. The retired employee shall be responsible for payment of the premium. Any staff person may elect optional medical coverage such as HMO's, provided the cost to the District remains at the percentages listed below. The District will add Blue Choice Tier 2 to the list of Health Insurance options now being offered by the SAU. The District will pay the following percentages using the cost of the Blue Choice, Tier 3 as the driver.

	Year 2008-2009	2009-2010	2010-2011
Single	70%	71%	72%
Two Person	70%	71%	72%
Family	70%	71%	72%

Employees may select other health insurance plans offered by the District, provided that the cost does not exceed amounts set forth herein for primary coverage. In the event that other districts in the SAU change to Managed Care, the Dunbarton E. A. will accept the same rider without prior negotiations.

- 11.1.1 Section 125 (IRS Code) Flexible Account. The Board will maintain an IRC Section 125 Premium offset, a Health Care Flex Spending Account Plan with a ceiling of \$3000.00 and a Dependent Care Flex Spending Account Plan for any member of the Bargaining Unit who properly submits a request in writing by August 1 for such coverage in the following school year. (Notice by August 1 means coverage by start of school in same calendar year.)

11.2 Dental Insurance

Except as set forth herein, the Board shall pay 100% of the single premium for Northeast Delta Dental with the following coverages:

A = 100% B = 80% C = 50%

Others who subscribe to health insurance are entitled to apply to dental insurance, any surplus funds above the cost of their health insurance plan selection up to the limit of their subscriber category. (See 11.1 above)

The Board shall pay 100% of the 2-person or family dental premium for any professional employee eligible for health insurance who chooses not to subscribe for health insurance.

11.3 Life Insurance

The Board shall provide a term life insurance policy for each employee, with a face value of fifty thousand dollars (\$50,000.00).

11.4 Long Term Disability

The Board shall provide a long term disability policy for each employee. The policy shall pay 66 2/3 percent of monthly salary, up to a maximum of \$4,000 per month to age 70, with a ninety (90) day waiting period.

11.5 Any employee who has worked the full year and who does not return for the subsequent year shall receive all insurance benefits through August 31.

Individual contracts shall run from July 1 through June 30.

ARTICLE XII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

12.1 Assignment

The employee's initial assignment including, but not limited to, grade and subject assignments shall be provided with the employees contract on a separate sheet of paper at the time it is offered to the employee.

12.2 Contract

The individual employment contract for employees covered by this Agreement is set forth in Appendix B which is attached to and incorporated in this Agreement.

12.3 Special Assignments

Any co-curricular or special assignment which is in addition to the normal teaching assignment shall be voluntary. Continuation of the employee's individual contract shall not be contingent on acceptance or rejection of such assignment.

12.4 Substitutes

The Board agrees at all times to maintain (within their capability) an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. Substitute teachers may be provided for all teachers who are absent from school, including special area teachers. Every effort will be made to provide substitute teachers. The use of regular teachers as substitute teacher shall be only in emergencies.

ARTICLE XIII PROFESSIONAL DEVELOPMENT

- 13.1 The School Board shall budget annually an amount equal to \$1,000.00 per full time teacher and pro rata amounts for part-time teachers for workshops, conferences, courses and in house study. Each teacher is entitled to a maximum professional development reimbursement of \$1,000.00 per year.

On June 1 of each contract year, whatever cumulative surplus for professional development/course reimbursement that remains will be distributed equally to all teachers who spent more than their \$1,000 allotment. The maximum additional reimbursement to any one teacher will be \$600.

- 13.1.1 The thrust of professional development is to improve and expand the individual teacher and to improve the educational product being offered by the school. To this end, the primary focus of the funds provided by the Board in 13.1 for workshops, conferences, courses and in house study shall be to pursue professional (not personal) development based on district goals, documented curriculum needs, and/or which meets with the intent of their Professional Development Plan (PDP).
- 13.2 Teachers will provide advance notice to the Superintendent of the intention to use such funds. Payments for workshops, conferences, courses and in house study shall be in advance provided that the Superintendent receives a written request six weeks prior to the start of the requested program. Requests received less than six weeks before the program start will be processed as soon as practicable. Such payments will be made directly to the learning institution where practicable.
- 13.3 Upon completion of courses, employees must present to the Superintendent evidence indicating the attainment of a B or better for the course. (In the case of "pass/fail" courses, individuals must pass the course.) Employees who anticipate an academic track change, shall file a notice of anticipated track change by January 15th of the school year prior to the school year in which the track movement will occur. Employees who have filed such notice and who complete a spring or summer course shall submit required proof upon receipt of such proof and shall receive payment retroactive to September 1st. Employees who have filed such notice and complete a fall course shall submit required proof upon receipt of such proof and shall receive payment retroactive to the first pay check for the second half of the school year. Upon completion of a conference or workshop, the employee will provide to the Superintendent certification of attendance at the entire program.
- 13.3.1 Failure to provide evidence of successful completion of a course or attendance at a conference or workshop shall require that the employee reimburse the cost of said course, conference or workshop to the District. The District is entitled to withhold pro-rata portions of an employee's salary to recover costs associated with incomplete or failed course work or lack of attendance.

13.4 Before the close of each school year, each staff member shall be notified in writing by the principal of the following:

Date of recertification for renewal of state certificate

ARTICLE XIV FAIR TREATMENT

14.1 Right to Representation

A teacher shall at all times be entitled to have present a representative of the Association when he/she is the subject of an investigatory interview, is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, except in unusual circumstances.

14.2 Just Cause

Excluding only the nonrenewal of a probationary teacher, employees shall not be warned, reprimanded, disciplined, adversely evaluated, non-renewed, dismissed, reduced in rank or compensation, or deprived of any professional advantage without just cause. Excluding only the nonrenewal of a probationary teacher, all information forming the basis of any adverse action shall be made available to the employee.

14.3 Evaluation

The parties agree that employees shall be evaluated in a fair, open, effective and uniform manner. Any evaluation model adopted by the District shall detail when evaluations will occur, notification of any employee deficiencies and the assistance to be provided.

14.4 Complaints

Any complaint regarding a teacher made to any member of the administration by a parent, student or other person which may be used in any manner in evaluating a teacher shall be promptly investigated and brought to the attention of the teacher. The teacher shall be given an opportunity to respond to the complaint in order that he/she may rebut the complaint. The teacher shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to the 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 answer to such material and that answer shall be reviewed by the Superintendent or designee and attached to all copies. Unsubstantiated complaints shall not be placed in an employee's file.

14.5.1 Review of Personnel Files

A teacher shall have the right upon request to review the contents of his/her personnel file and to receive copies at his/her expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association present during such review.

- 14.5.2 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had the opportunity to review the material and be given a copy of such. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- 14.5.3 The teacher shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent or designee and attached to all copies.
- 14.5.4 In the event that the Board or Administration removes any material from a teacher's file, the teacher shall be notified.
- 14.5.5 Documents, communications and/or records dealing with the processing of a grievance or other Association activity shall not be placed in an employee's file.

ARTICLE XV REDUCTION IN FORCE

In the event, in the sole discretion of the School Board of the Dunbarton School District, it shall be necessary because of reduced enrollment, reassignment of personnel or students, curtailment of economic resource or funds, change or consolidation of Board authorized programs, or for any other reason, to reduce the number of persons employed by the School District of the Town of Dunbarton in the educational programs, the following procedure shall be followed.

1. Superintendent will notify the President of the Teachers' Association when discussion of a reduction in force is placed on the School Board agenda.
2. If the School Board, at its sole discretion, decides that a reduction in force is required, the Superintendent will use the following procedure in determining the personnel involved in the reduction in force.
 - a. The reduction in force will be determined within these classifications:
 1. Grades K-6
 2. Specialists (Art, Music, Physical Education)
 3. Special Education
 - b. Reduction within the affected classification will first be made in the following manner:
 1. Retirement
 2. Resignation
 3. Non-renewal of contract for probationary teachers
 - c. If further reductions are necessary, the following criteria shall be used without regard to the order of priority:
 1. District seniority
 2. Annual evaluations
 3. Areas of certification

Seniority is defined as the length of continuous service within a bargaining unit position in Dunbarton. Approved unpaid leaves shall not result in loss of previously earned seniority.

3. Teachers shall be recalled in reverse order of layoff for any open position for which they are qualified.
 - a. Laid off teachers shall be eligible for recall for two (2) years after the school year in which layoff occurs.
 - b. Teachers shall be responsible for notifying the Superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt and restricted delivery requested at the last known address.

- c. Teachers shall have fifteen (15) calendar days from the date of mailing of notice to respond to any recall notice. Failure to accept recall shall terminate the teacher's rights under this Article.
- d. Any teacher recalled shall retain all previously accrued benefits including, but not limited to, seniority and sick leave.

ARTICLE XVI PROFESSIONAL COMPENSATION

- 16.1 The basic salaries of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- Economic benefits for part-time employees shall be calculated on a pro rata basis.
- In the event of an extended school year due to weather, part-time employees who are asked by the administration to extend their individual contracted days agreement to offer scheduled classes to students shall be paid at their per diem rate.
- 16.2 Employees shall be given full credit toward initial placement on the salary schedule set forth in Appendix A for years accredited of K-12 teaching experience at a state certified school while holding a valid teaching certificate.
- 16.3 Advancement on the salary schedule shall be in accordance with earned annual experience, earned academic achievement and a recommendation made by the principal and approved by the Superintendent based upon the evaluation process. If the evaluation falls into the classification of not competent or needs improvement, the step increase will not be granted.
- 16.4 The salary schedule is based upon the regular school calendar set forth in Article VII and the normal teaching assignment as defined in this Agreement and set forth in the annual individual teacher contract (See Appendix B).
- 16.5 Salary adjustment for additional years of service shall be automatically credited at the beginning of each school year.
- 16.6 Full time teachers serving more than one-half of a school year will be eligible for credit for a year's service.
- 16.7 Longevity status will be entered at the completion of step 15. After 15 (fifteen) years of continuous service to the Dunbarton School District, payments of \$600 per year will be given for years 16 through 18; \$1,100 per year for years 19 through 24; and \$1,600 for years 25 and above. Non-cumulative.

Effective July 1, 2009, after 15 (fifteen) years of continuous service to the Dunbarton School District, payments of \$625 per year will be given for years 16 through 18; \$1,125 per year for years 19 through 24; and \$1,625 for years 25 and above. Non-cumulative.

Effective July 1, 2010, after 15 (fifteen) years of continuous service to the Dunbarton School District, payments of \$650 per year will be given for years 16 through 18; \$1,150 per year for years 19 through 24; and \$1,650 for years 25 and above. Non-cumulative.

- 16.7.1 Effective July 1, 2008 teachers who are on step 15 for the second year **and** who have a minimum of 5 years of continuous service at Dunbarton Elementary School will receive a \$500 stipend annually, non-cumulative. After 15 years of **continuous service** at DES and thereafter, teachers will receive the longevity payment in lieu of the stipend.

Effective July 1, 2009 teachers who are on step 15 for the second year **and** who have a minimum of 5 years of continuous service at Dunbarton Elementary School will receive a \$525 stipend annually, non-cumulative. After 15 years of **continuous service** at DES and thereafter, teachers will receive the longevity payment in lieu of the stipend.

Effective July 1, 2010 teachers who are on step 15 for the second year **and** who have a minimum of 5 years of continuous service at Dunbarton Elementary School will receive a \$550 stipend annually, non-cumulative. After 15 years of **continuous service** at DES and thereafter, teachers will receive the longevity payment in lieu of the stipend.

- 16.8 (Effective in School year 2000-2001) A teacher who has completed twenty (20) or more years of service at Dunbarton Elementary School, who intends to retire and gives written notice to the Superintendent and Board on or before December 1 of the calendar year prior to the year in which retirement will take place, and who gives such notice prior to reaching age sixty-two (62) shall be entitled to a one (1) time payment as an incentive to retire. This one (1) time payment shall be made during the calendar year in which the retirement takes place. This one (1) time payment will be sixty (60) days of the employee's regular contract annual salary at the time of retirement. The Board will allow only one (1) such retirement payment per year.

ARTICLE XVII DURATION

The provisions of this Agreement shall be effective as of July 1, 2008 and continue in full force and effect until June 30, 2011, and shall thereafter renew itself from year to year unless and until its terms are amended through negotiations.

**APPENDIX A-1
DUNBARTON SALARY SCHEDULE**

2008-2009 (3% increase)

STEP	ND	BA	BA+15	BA+30	MA	MA+15
1	25,468	28,675	29,963	31,012	31,956	32,915
2	26,778	30,082	31,399	32,489	33,467	34,471
3	28,088	31,449	32,835	33,966	34,978	36,027
4	29,398	32,836	34,271	35,443	36,489	37,583
5	30,708	34,223	35,707	36,920	38,000	39,139
6	32,015	35,610	37,143	38,397	39,511	40,695
7	33,328	36,997	38,579	39,874	41,022	42,251
8	34,638	38,384	40,015	41,351	42,533	43,807
9	35,948	39,771	41,451	42,828	44,044	45,363
10	37,258	41,158	42,887	44,305	45,555	46,919
11		42,545	44,323	45,782	47,066	48,475
12		43,932	45,759	47,259	48,577	50,031
13		45,319	47,195	48,736	50,088	51,587
14		46,706	48,631	50,213	51,599	53,143
15	38,563	48,093	50,067	51,690	53,110	54,699

Longevity status will be entered at the completion of step 15. After 15 (fifteen) years of continuous service to the Dunbarton School District, payments of \$600 per year will be given for years 16 through 18; \$1,100 per year for years 19 through 24; and \$1,600 for years 25 and above. Non-cumulative.

Effective July 1, 2008 teachers who are on step 15 for the second year and who have a minimum of 5 years of continuous service at Dunbarton Elementary School will receive a \$500 stipend annually, non-cumulative. After 15 years of **continuous service** at DFS and thereafter, teachers will receive the longevity payment in lieu of the stipend.

**APPENDIX A-2
DUNBARTON SALARY SCHEDULE**

2009-2010 (2% increase)

STEP	ND	BA	BA+15	BA+30	MA	MA+15
1	25,977	28,249	30,562	31,632	32,595	33,573
2	27,289	30,639	31,998	33,109	34,140	35,147
3	28,601	32,079	33,434	34,586	35,685	36,721
4	29,913	33,419	34,870	36,063	37,230	38,295
5	31,225	34,809	36,306	37,540	38,775	39,869
6	32,537	36,199	37,742	39,017	40,320	41,443
7	33,849	37,589	39,178	40,494	41,865	43,017
8	35,161	38,979	40,614	41,971	43,410	44,591
9	36,473	40,369	42,050	43,448	44,955	46,165
10	37,785	41,759	43,486	44,925	46,500	47,739
11		43,149	44,922	46,402	48,045	49,313
12		44,539	46,358	47,879	49,590	50,887
13		45,929	47,794	49,356	51,135	52,461
14		47,319	49,230	50,833	52,680	54,035
15	39,097	48,709	50,666	52,310	54,225	55,609

Effective July 1, 2009, after 15 (fifteen) years of continuous service to the Dunbarton School District, payments of \$625 per year will be given for years 16 through 18; \$1,125 per year for years 19 through 24; and \$1,625 for years 25 and above. Non-cumulative.

Effective July 1, 2009 teachers who are on step 15 for the second year and who have a minimum of 5 years of continuous service at Dunbarton Elementary School will receive a \$525 stipend annually, non-cumulative. After 15 years of **continuous** service at DES and thereafter, teachers will receive the longevity payment in lieu of the stipend.

**APPENDIX A-3
DUNBARTON SALARY SCHEDULE**

2010-2011 (2% increase)

STEP	NO	BA	BA+15	BA+30	MA	MA+15
1	26,497	30,000	31,174	32,285	33,247	34,245
2	27,847	31,397	32,610	33,742	34,800	35,827
3	29,197	32,794	34,046	35,219	36,353	37,409
4	30,547	34,191	35,482	36,696	37,906	38,991
5	31,897	35,588	36,918	38,173	39,459	40,573
6	33,247	36,985	38,354	39,650	41,012	42,155
7	34,597	38,382	39,790	41,127	42,565	43,737
8	35,947	39,779	41,226	42,604	44,118	45,319
9	37,297	41,176	42,662	44,081	45,671	46,901
10	38,647	42,573	44,098	45,556	47,224	48,483
11		43,970	45,534	47,035	48,777	50,085
12		45,367	46,970	48,512	50,330	51,647
13		46,764	48,406	49,989	51,883	53,229
14		48,161	49,842	51,466	53,436	54,811
15	39,997	49,558	51,278	52,943	54,989	56,393

Effective July 1, 2010, after 15 (fifteen) years of continuous service to the Dunbarton School District, payments of \$650 per year will be given for years 16 through 18; \$1,150 per year for years 19 through 24; and \$1,650 for years 25 and above. Non-cumulative.

Effective July 1, 2010 teachers who are on step 15 for the second year **and** who have a minimum of 5 years of continuous service at Dunbarton Elementary School will receive a \$550 stipend annually, non-cumulative. After 15 years of **continuous service** at DES and thereafter, teachers will receive the longevity payment in lieu of the stipend.

APPENDIX A-4

- All staff who were employed by the School District at the close of the 2001-2002 school year did not receive a step increase in the school year 2002-2003 due to a Contract Failure at the March 2002 District Meeting. They are to receive 1.5 steps effective July 1, 2003 and 1.5 steps effective July 1, 2004. All other staff will receive 1 step increase effective July 1, 2003 and 1 step increase effective July 1, 2004.
- In addition, the following staff member shall also be credited for her correct years of service and be given 2.5 steps effective July 1, 2003 and 1.5 steps effective July 1, 2004.
Employee: Mary AmRhein Hire Date: 9/93
This action will result in a one time only change in step for this staff member to offset the salary freeze that occurred in Contract Year 1996-1997.
- The intent of this Appendix A is that all staff currently employed by the Dunbarton School District will be at their proper step level on July 1, 2004.

**APPENDIX B
DUNBARTON TEACHER CONTRACT
ANNUAL**

Agreement made _____, _____, _____, by and between the Dunbarton School District, hereinafter called the District, and _____, hereinafter called the Teacher.

1. The District agrees to employ the Teacher for the ensuing year from _____ to _____, at an annual salary of _____ paid in 22 or 26 equal installments.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of the schools and teachers.
3. It is mutually agreed:
 - a. That the school year is not to be in excess of 186 school days and other days devoted to school and educational work between September 1st and June 30th.
 - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to occupy.
 - c. That the district may, without liability, terminate this contract in accordance with New Hampshire RSA 189: 13, 31, 32 and amendments, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license, or permit is revoked by the Commissioner of Education.
 - d. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
 - e. That, except as provided in "c" and "d", this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - f. That the district and the Teacher agreed to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative ruling having the effect of law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

Dunbarton School District

By: _____
Chairman, School Board

By: _____
Teacher

Date: _____

Date: _____

APPENDIX C
DUES AUTHORIZATION CARD

Name _____

Address _____

I hereby request and authorize the S.A.U. Office to deduct from my earnings and transmitted to NEA-NH in an amount sufficient to provide for regular payment of the membership dues, as certified by such Association, in twenty (20) equal payments commencing with our first paychecks in September. I understand these payments will be discontinued only if I notify the S.A.U. Office in writing no later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization.

TEACHER ORGANIZATION:

_____ New Hampshire Education Association

_____ National Education Association

Date _____ Teacher's Signature _____

_____ Full time employee

_____ Part-time employee

APPENDIX D
Levels 2 - 4

Level 2 Appeal to Superintendent: (statement of Grievance if different than level 1) _____

Signature

Date

Superintendent's Decision: _____

Signature

Date

Level 3 Appeal to School Board: (statement of Grievance if different than level 1) _____

Signature

Date

School Board's Decision: _____

Signature

Date

Level 4 Appeal to Arbitration: _____

Signature

Date

Arbitrator's Decision: _____

Signature

Date

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Witnesses:

[Signature]
signature

3/5/08
date

DUNBARTON EDUCATION ASSOCIATION

By: Caroline D. Robinson 3/5/08
signature date

[Signature]
signature

3/5/08
date

By: Liz Twomey 3/5/08
signature date

[Signature]
signature

3/5/08
date

DUNBARTON SCHOOL BOARD

By: John O'Neil 3-05-08
signature date

[Signature]
signature

3/5/08
date

By: Debra Taylor 3-5-08
signature date

The parties hereby agree, as a sidebar to their mediated agreement dated 1 Feb 1995:

- The date for notification of intent to make column movements shall be 6 March 1995, such modification to be for one year only;

- The grievances of Judy Keefe shall be settled, ^(without prejudice) and the grievant shall be paid in full;

- The three employees who are owed back pay as a result of an error in their longevity payments shall be paid in full forthwith;

- The ~~current~~ ¹⁹⁹³⁻⁹⁵ contract shall remain in effect through 31 Aug 1995;

* The parties agree that the position of a degreed school nurse shall be paid an additional 5% of the B.A. track each year until the salary of a degreed school nurse shall equal 100% of the appropriate step on the B.A. track;

- Non-degreed nurses shall be placed at the appropriate step on the non-degreed salary track.

- The unexpired provisions of this sidebar may be the subject of future negotiations.

ccf

For the Association

For the School Board

Mary Bender 2-1-95

Walter R. Hammond

(SB) - Previously TA'd agreements shall be incorporated into the new agreement; all other provisions are CCA

Walter R. Hammond
Mediator

The parties hereby agree, as a sidebar to their negotiated agreement dated 29 January, 1997:

- all staff members that were hired in 1996-1997 at their proper level of experience above step 1 will be retained at that level for the 1997-98 school year to compensate for the 1996-1997 salary freeze.

For the Association

Jan W. [Signature]

For the School Board

Deana Z Jenkins

Nov 12, 1995 BAW/Colpa

Jan 12, 1998 J. [Signature]

**SIDEBAR AGREEMENT
BETWEEN THE DUNBARTON SCHOOL BOARD
AND THE DUNBARTON EDUCATION ASSOCIATION**

The Board and Association recognize that the language of Section 16.8 of this Agreement requires, amongst other things, that a teacher who intends to retire give written notice to the Superintendent and Board on or before December 1 of the calendar year prior to the year in which retirement will take place.

The Board and Association further recognize that the language of Section 16.8 of this Agreement limits the scope of the Section to only one retirement payment per year.

To effectuate the requests of William Zeller and Carol Harris, and in and for the best interests of the District, the Board and Association agree to allow said specific individuals to access the provisions of Section 16.8.

This exception to the requirements and provisions of Section 16.8 is allowed only for William Zeller and Carol Harris, and must be exercised by them no later than December 1, 2000.

This exception to the requirements and provisions of Section 16.8 is on a one-time, non-recurring, and non-precedential basis, and may not be used by either the Board or Association to justify in any way a future request, nor to substantiate in any way a future complaint, grievance, or any other interpretation of Section 16.8.

Betty Ann Nease
Vice-Chair, Dunbarton School Board

01/20/99
Date

^{Witness}
John Kelly
01/20/99

George R. Blaney
President, Dunbarton Education Association

01/20/99
Date

Chick A. Davis
1/20/99

