

LITTLETON SCHOOL DISTRICT
PROFESSIONAL NEGOTIATED AGREEMENT

Chair, Executive Board of the
Littleton Teachers' Association

Chair, Littleton School Board

Adopted _____, Effective 1 July 2008
to 30 June 2011

CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
1.	PARTIES TO AGREEMENT.....	4
2.	RECOGNITION.....	4
3.	NEGOTIATION PROCEDURE	4
4.	GRIEVANCE PROCEDURE.....	5
5.	EVALUATION.....	7
6.	STATEMENT OF FACTS.....	8
7.	PLACEMENT ON SALARY SCHEDULE	8
8.	SALARY POLICY.....	9
9.	INSURANCE BENEFITS.....	10
10.	HEALTH INCENTIVE BENEFIT	11
11.	EARLY RETIREMENT BENEFIT	11
12.	LEAVES OF ABSENCE	
	A. Sick Leave	12
	B. Personal Leave.....	13
	C. Maternity Leave or Child Care Leave.....	13
	D. Jury Duty or Military Duty.....	14
	E. Professional Leave.....	14
	F. Sabbatical Leave.....	14
	G. Other Leaves	15
13.	RECERTIFICATION	15
14.	COURSE REIMBURSEMENT	15
15.	TRANSPORTATION REIMBURSEMENT.....	16
16.	DEDUCTIONS	
	A. Credit Union.....	16
	B. Dues	16

17.	CO-CURRICULAR ACTIVITIES POLICIES	17
18.	VACANCIES AND TRANSFERS	18
19.	REDUCTION IN FORCE	18
20.	INVOLUNTARY REASSIGNMENT	19
21.	RIGHTS OF INDIVIDUAL BARGAINING UNIT MEMBERS	19
22.	ASSOCIATION RIGHTS	19
23.	BOARD RIGHTS	20
24.	SAVING CLAUSE	20
25.	GENERAL PROVISIONS.....	20
26.	DURATION.....	20
27.	CHILD CARE.....	20

MEMORANDUM OF AGREEMENT-EVALUATION AND PLACEMENT ON SALARY SCHEDULE.....	21
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APPENDIX A:	2008-2009 SALARY SCHEDULE	22
APPENDIX A:	2009-2010 SALARY SCHEDULE	23
APPENDIX A:	2010-2011 SALARY SCHEDULE.....	24
APPENDIX B:	CO-CURRICULAR ACTIVITIES SALARY SCHEDULES, 2008 - 2009.....	25 & 26
APPENDIX B:	CO-CURRICULAR ACTIVITIES SALARY SCHEDULES, 2009 - 2010.....	27 & 28
APPENDIX B:	CO-CURRICULAR ACTIVITIES SALARY SCHEDULES, 2010 - 2011.....	29 & 30
APPENDIX C:	GUIDELINES FOR COMPILING & ADMINISTERING SENIORITY LIST.....	31 - 33
APPENDIX D:	LENGTH OF TEACHER SCHOOL YEAR	34
APPENDIX E:	GRIEVANCE FORMS	35 - 38
APPENDIX F:	E-MAIL	39

NEGOTIATED AGREEMENT BETWEEN THE LITTLETON SCHOOL BOARD
AND THE LITTLETON TEACHERS' ASSOCIATION, NEA – NH

1. PARTIES TO AGREEMENT

The parties to this Agreement are the School Board of the Littleton, New Hampshire School District and the Littleton Teachers' Association, NEA - New Hampshire.

2. RECOGNITION

The Littleton School Board (hereinafter referred to as "Board") recognizes the Littleton Teachers' Association, NEA-NH, (hereinafter referred to as "Association") as representatives of all classroom teachers, librarians, guidance personnel, and school nurses certified by the State and employed by the Littleton School District, for the purpose of negotiating in accordance with RSA 273-A with respect to administrative, personnel, and economic matters and practices as provided below; and agrees to meet, confer, and negotiate with representatives of the Association. The Association agrees to represent equally all professional educators without regard to membership in the Association. This recognition shall not preclude the Board or the Administration from communicating with, consulting, or dealing with any individual teacher or group of teachers for any purpose the Board or Administration shall deem desirable in the discharge of their responsibilities; nor shall it preclude any teacher or principal from appearing before the Board or Administration in his/her own behalf on matters relating to employment with the Littleton School District, provided it does not violate RSA 273-A.

3. NEGOTIATION PROCEDURE

This Agreement may be amended from time to time by agreement between both parties. It shall remain in effect until altered by mutually accepted amendments reached through the process described below:

- A. On or before October 1 of the calendar year before the Agreement expires, either party may notify the other party of its desire to modify the terms and conditions of this Agreement and shall submit to the other its proposals for negotiations not later than October 15 of that year.
- B. The Board and Association shall, no later than November 1, meet, confer, and negotiate in accordance with RSA 273A:3 in a good faith effort to reach a mutual understanding and agreement.
- C. If, after discussion of any and all proposals made by both parties, the Association and Board fail to come to an agreement, then either may declare an impasse and ask the

Public Employees Labor Relations Board for assistance in resolving the impasse in accordance with RSA 273A:12.

- D. Any Agreement reached shall be reduced to writing and be signed by the Board and the Association. Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the District. If such funds are not forthcoming, the Board and the Association shall resume negotiations in accordance with provisions of RSA 273A.

4. GRIEVANCE PROCEDURE

- A. Purpose: It is the policy of the Board and the Association that problems related to interpretation of specific provisions of this Agreement be resolved informally, if possible. However, both parties recognize that the formal grievance procedure must be available without fear of discrimination because of its use.
- B. A grievance shall be deemed waived unless it is submitted within thirty (30) work days after the aggrieved party knew or should have known of the events or conditions on which it is based. (In this paragraph and subsequent paragraphs of this Article, "work days" are defined as all days exclusive of Saturdays, Sundays, and legal holidays.)
- C. Whenever a claim is made by a claimant or the professional Association that there has been a violation of any of the provisions of this Agreement, the claimant shall first discuss the matter with the principal, with the objective of resolving the matter informally. If the claim is not resolved or if no decision is forthcoming from the principal within five (5) work days, the claimant may reduce the claim to writing and file it with the principal, with a copy to the Association if the claimant so desires. Such filing shall take place within fifteen (15) work days of the first discussion between claimant and principal; otherwise, the claim shall be considered dropped.
- D. The principal shall meet with the claimant, accompanied, if the claimant desires, by a representative designated by the Association, within five (5) work days of receiving the written claim, to resolve it. If the claim continues unresolved or if no written decision is forthcoming from the principal within ten (10) work days after discussion, the claimant may request directly or request through the Association that the claim be submitted to the superintendent within twenty (20) work days after discussion; otherwise, the claim shall be considered dropped.
- E. The superintendent and/or the assistant superintendent shall meet with the claimant and the principal and, if the claimant so desires, a representative designated by the Association, in a further effort to resolve the claim, within five (5) work days of receiving the claim. If the claim continues unresolved, or if no written decision is forthcoming from the superintendent or assistant superintendent within fifteen (15) work days after discussion, the claimant may request within thirty (30) work days after the discussion that the claim be brought before the School Board; otherwise, the claim shall be considered dropped.

- F. The School Board, or a committee thereof, shall meet, within fifteen (15) work days of receipt of the unresolved claim, with all parties involved and with any witnesses deemed helpful by them. The School Board shall render its decision within fifteen (15) work days of conclusion of discussion of the claim.
- G. If the decision of the Board does not resolve the grievance to the satisfaction of the claimant or the Association, the Association, or the claimant with the support of the Association, may, within fifteen (15) work days of receipt of the decision, request that the grievance be submitted to arbitration. Otherwise, the claim shall be considered dropped.
- H. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) work days after submission of the grievance to arbitration, the American Arbitration Association will be notified and requested to submit a roster of persons qualified to function as an arbitrator. If the parties are unable to determine a mutually satisfactory arbitrator within five (5) work days after receipt of the list, they shall request the American Arbitration Association to submit a second list of names. If the parties are still unable to determine a mutually satisfactory arbitrator within five (5) work days after receipt of the second list, either party may request the American Arbitration Association to designate an arbitrator.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this agreement. The arbitrator may award a "make whole recommendation", but may apply no penalty payments. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within twenty-five (25) work days of the completion of the arbitrator's hearing. The finding of the arbitrator shall be final and binding. The costs for the services of an arbitrator shall be borne equally by the Board and the Association. This shall include AAA's fee, the arbitrator's fee, the arbitrator's expenses, and any cost involved in renting a hearing room. Any other expense shall be borne by the party incurring the same.

- I. Rights of Claimants to Representation: An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association or by a representative selected or approved by the Association. When a claimant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the superintendent or any higher level, be notified by the superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered. The Board and the Association shall insure the individual grievant freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance.

- J. Records: All documents, communications, and records dealing with the processing of the grievance may be filed in the grievant's personnel file, provided however, that such documents, communications, or records shall not be forwarded to any prospective employer of the grievant. A copy of such grievance documents shall, upon request, be given to the employee.
- K. Grievance Form: The grievance form set forth in this Agreement as Appendix E shall be the exclusive means for undertaking and processing a grievance.

5. EVALUATION

- A. Each member of the bargaining unit, upon first employment and thereafter at the beginning of the school year, shall be apprised of his/her professional responsibilities and of the criteria upon which he/she will be evaluated. Should a member have a specific concern in either of the above areas, it shall be the responsibility of the member to identify his/her concern to the appropriate administrator in order that there be no misunderstanding. The administration will provide preliminary notice to teachers of their expected schedules by August 1, but the administration shall not be prohibited from amending the schedules after August 1 if it deems necessary.
- B. Evaluation of teachers shall include, but not be limited to, formal observations, informal observations or walk-throughs, and annual summative evaluations. Probationary teachers shall receive at least three formal observations per year, and non-probationary teachers shall receive a formal observation at least once every three years. All teachers shall receive a summative evaluation each year. "Probationary teachers" means teachers who are not on continuing contract under RSA 189:14a.
- C. All monitoring or observation of the performance of the teacher shall be conducted openly and with full knowledge of the teacher. This shall not prohibit consideration of unprofessional conduct reported to but not directly observed by the administrator or School Board, but any such situations shall be brought to the attention of the teacher, who shall be given the opportunity to respond. The annual summative evaluation form shall include an overall rating (distinguished, proficient, basic or unsatisfactory) for each of the four domains.
- D. Whenever possible, a formal observation shall be preceded by a pre-observation conference between the administrator and the teacher, so that the administrator can be apprised of the class composition, teacher's objectives, methods, and materials planned for the lesson during which the teacher is to be observed. The formal observation will be scheduled by the appropriate administrator; this, however, does not limit the rights of the administration to schedule unannounced observations for the purpose of evaluation. Notice of a pre-conference meeting shall be provided at least five (5) working days in advance.
- E. Unless otherwise mutually agreed upon and barring an emergency which would necessitate the administrator's interrupting an observation, each formal observation should extend for not less than forty-five minutes or one class period.

F. The administrator shall prepare and submit a written report and make recommendations to the teacher within ten (10) working days after each formal observation. Within five (5) working days after receipt of the report by the teacher, either party may request a conference. Unless otherwise mutually agreed upon, such conference shall be held within five (5) working days after the request for the conference. Within ten (10) working days after receiving the report or within five (5) working days after the conference, (whichever date is later), the teacher may submit a written response to the observation/evaluation, such written response to be attached to the file copy.

6. STATEMENT OF FACTS

With the exception of a reduction in force, in which case the provisions of that article of this Agreement shall apply, teachers have a reasonable expectation of continued employment provided that their services **meet the competency standards of the School District**. With the exception of the provisions of RSA 189:14-a as they apply to probationary teachers, no teacher shall be discharged, suspended, or disciplined without a supportive statement of facts. All information forming the basis for any such action shall be made available to the teacher.

7. PLACEMENT ON SALARY SCHEDULE

A. Salaries for bargaining unit members shall be paid in accordance with the provisions of the salary schedules contained in Appendix A. Subject to Article 7(D), a member of the bargaining unit who completed at least ninety-four (94) days of service during the school year shall be advanced one step on the appropriate salary track the following year.

B. Placement of an incoming teacher on the salary schedule shall be determined by mutual agreement of the Board, superintendent, and candidate, subject to the provision that credit shall be given in full for full-time certificated teaching experience in a public school district.

C. Each incoming teacher shall undergo a probationary period set forth in RSA 189:14-a, as it may be amended from time to time, before being placed on a continuing contract, during which time the Board reserves the right to withhold a contract for unsatisfactory performance. Upon issuance of a continuing contract, the contracting parties are subject to RSA 189:14-a.

D1. A member of the bargaining unit who has not yet reached the top step of the salary track shall advance one step on the salary track as follows:

(a) The teacher has completed 0-2 years in a position in this bargaining unit, and received ratings of "basic" or better for all 4 domains on the annual summative evaluation during the prior school year.

(b) The teacher has completed 3-5 years in a position in this bargaining unit, and received ratings of “proficient” or better for 2 domains and “basic” or better for the other 3 domains on the annual summative evaluation during the prior school year.

(c) The teacher has completed 6 or more years in a position in this bargaining unit, and received ratings of “proficient” or better for 3 domains and “basic” or better for the other domain on the annual summative evaluation during the prior school year.

D2. A teacher who has completed 3 or more years in a position in this bargaining unit and whose ratings on the annual summative evaluation are such that he/she does not advance a step on the salary schedule for one year, shall receive written notice of the areas wherein his/her performance must improve prior to the next summative evaluation.

E. The salary schedule consists of the following columns: BA, BA+30, BA+45/MA, MA+15 and MA+30. For placement on the BA+30 column, a teacher must have completed thirty (30) semester hours of credit following receipt of the bachelor's degree. For placement on the BA+45/MA column, a teacher must either hold a master's degree or have completed forty-five (45) semester hours of credit following receipt of the bachelor's degree. For placement on the MA+15 column, a teacher must have completed fifteen (15) semester hours of credit following receipt of the master's degree.

Horizontal movement from one salary track to another on the salary schedule may occur at the beginning of a school year and not otherwise. Advance notice that the teacher expects to qualify for horizontal movement must be provided to the Superintendent by November 1 of the school year preceding such horizontal movement, and all necessary supporting documentation must be supplied to the Superintendent by September 1 of the school year in which horizontal movement is to occur.

* No member of the bargaining unit in 1994-97 shall be placed during the course of this Agreement on a column lower in rank to the column on which he/she was placed during the 1993-94 school year.

F. Teachers who have completed one or more years on the top step of the salary schedule shall receive the following annual longevity payments in addition to their salary on the salary scheduled: \$1,100 if they have completed 20 years as teachers in the District, or \$1,400 if they have completed 30 years as teachers in the district.

8. SALARY POLICY

A. Only classroom teachers, librarians, school nurses, and guidance personnel shall be on the salary schedule.

B. The salary schedule consists of the following columns: BA, BA+30, BA+45/MA, MA+15, and MA+30.

C. All individuals holding a twelve-month contract shall receive an additional ten percent (10%) of their scheduled salary.

D. Progression to the approved salary schedule shall be fully implemented.
(See Appendix A.)

9. INSURANCE BENEFITS

A. HEALTH CARE:

1. The School District shall offer members of the bargaining unit who work at least 30 hours per week the opportunity to participate in one of the following health insurance plans:

- MTB5-R\$3/15M\$1
- BC3T5RRDR-R\$3/15M\$1
- JWMC-M\$1

For employees who select MTB5-R\$3/15M\$1, the School District and the employee shall pay the following percentages of the cost of that plan:

	<u>Each Year</u>
School District	81%
Employee	19%

For employees who select a plan other than MTB5-R\$3/15M\$1, the School District shall pay the same dollar amount toward the selected plan that the School District pays toward MTB5-R\$3/15M\$1, with the same coverage (single, 2-person or family), and the employee shall pay the difference.

2. A member of the bargaining unit will be paid \$500 annually if he/she meets both of these conditions: (a) he/she is eligible for insurance under Article 9(A)(1); and (b) either he/she is not covered by a health insurance plan paid for by the Littleton School District, or his/her health insurance coverage is provided by his/her spouse regardless of whether or not the spouse is employed by Littleton Union School District. It shall be the responsibility of the teacher to declare his or her status for coverage by June 15 of each year, or within 30 days of the date of the teacher's initial employment within the District, whichever date is later, to receive this payment for the following academic year.

B. The School District shall offer teachers who work 30 or more hours per week the opportunity to participate in a dental insurance program (Northeast Delta Dental Insurance Company, single, 2-person or family). The School District shall pay a dollar amount equal to 100% of the premium for single coverage toward the premium for whichever coverage (single, 2-person or family) is selected by the teacher. Teachers who select 2-person or family coverage shall pay the difference.

C. LIFE INSURANCE; ACCIDENTAL DEATH & DISMEMBERMENT: The School District shall pay the full cost of a term life insurance policy with coverage of forty-five

thousand dollars (\$45,000) including accidental death and dismemberment benefits, for each member of the bargaining unit.

- D. An IRS Section 125 Plan will be made available to all bargaining unit members.
- E. Notwithstanding the requirement in Article 9(A), (B) that members of the bargaining unit work at least 30 hours per week to be eligible for health and dental insurance, members of the bargaining unit who are reduced from full-time to 20-30 hours per week shall be offered pro-rated health and dental insurance benefits, provided (1) they were employed full-time during the 2007-08 school year and (2) they did not retire from or have any other break in service to the School District. Such benefits shall be pro-rated in proportion to the number of hours worked per week divided by 35 hours. Except as specified in this section, health and dental insurance benefits shall not be pro-rated.

10. HEALTH INCENTIVE BENEFIT

- A. The school board shall, at the end of each academic year, repurchase from each qualifying teacher all accumulated sick leave above 120 days. The amount paid for each accumulated day above 120 shall be Eighty Percent (80%) of the then current daily rate for substitute teachers.
- B. A non-probationary teacher shall, upon retirement, termination of service, or death, be paid for all unused sick leave. The amount paid for each such unused day shall be Eighty Percent (80%) of the then current daily rate for substitute teachers.
- C. Those non-probationary teachers who have, as of the date of this agreement, accumulated more than 120 unused sick leave days, shall, upon retirement, termination of service or death, be paid for all such days at the rate of \$55.00 per day. All days accumulated after the date of this agreement shall be paid for or purchased according to paragraphs A and B above.

11. EARLY RETIREMENT BENEFIT

- A. After a minimum of fifteen (15) years of full-time professional service in the Littleton School District, a bargaining unit member meeting the eligibility requirements of the New Hampshire Retirement System may notify the Board of intent to retire, effective on any June 30th. Such notification shall be submitted a minimum of six (6) months (January 2 of the year of intended retirement) to receive the one year retirement benefit, and eighteen (18) months (January 2 of the year prior to the year of intended retirement) to receive the two year retirement benefit and shall be in the form of a letter of resignation to take effect on that date. This letter represents a commitment, which cannot be withdrawn after ninety (90) days following its submission.
- B. The Board shall, upon receiving such notice and letter of resignation, grant a salary increment of (\$6,000) for each of the one or two school years involved. The data applicable to the present contract is given below:

<u>Date of Retirement</u>	<u>Last Date for Written Notification to Receive \$6,000 During Last School Year of Employment</u>	<u>Last Date for Written Notification to Receive \$6,000 During Each of Last Two Years of Employment</u>
June 30, 2009	January 2, 2009	January 2, 2008
June 30, 2010	January 2, 2010	January 2, 2009
June 30, 2011	January 2, 2011	January 2, 2010

- C. Notwithstanding any other provision in this Agreement, **no more than six (6)** teachers' applications for benefits under this Article may be granted each year. In the event that more than four (4) eligible teachers apply for benefits under this Article in the same year, the eligible applicants with the most years of service to the School District in bargaining unit positions shall receive the benefit.

12. LEAVES OF ABSENCE

A. SICK LEAVE

1. Sick leave with full pay shall be granted for fifteen (15) days annually, cumulative to one hundred twenty (120) days. A doctor's certificate must be submitted to the Principal in the event of illness beyond five (5) consecutive school days. Absences longer than five (5) days without a doctor's certificate shall be without pay. Sick leave benefits shall be extended to include sickness attributable to pregnancy. It is understood that sick leave benefits shall not be granted while a pregnant teacher is on maternity leave except for the time that the teacher is physically disabled. Leave accumulated under this provision may be used for personal illness, illness in the family (illness of employee's spouse, parents, children, limited to fifteen (15) school days), and death in the family (death of employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, limited to five (5) school days per death). One day of sick leave shall be granted for death of a grandparent, brother-in-law or sister-in-law.
2. Teachers who transferred to the Littleton Union School District from other school districts in School Administrative Unit No. 35 prior to July 1, 2007 shall be granted full credit for accumulated sick leave at the time of transfer as determined by their district; however, it shall not exceed one hundred twenty (120) days.
3. A report of accumulated sick leave shall be made available to each teacher at the beginning of the school year.
4. A sick leave bank shall be established as indicated:

- a. The administration shall place two (2) days in the bank at the start of each school year for each member of the bargaining unit.
Example: 75 members x 2 = 150 days
 - b. This bank may accumulate a maximum number of days equal to twice the number in the bargaining unit.
 - c. No person shall be eligible unless all of his/her accumulated sick leave has been used.
 - d. The Superintendent, with the input of the Principal, shall have final authority to grant or deny all requests.
 - e. In the event that the number of days in the sick bank falls to 20 or fewer during the work year, each member of the bargaining unit who has 1 or more sick days may contribute 1 sick day to the sick bank.
5. If a teacher should exceed his/her accumulated sick leave and is ineligible for sick bank benefits, he/she may receive per day the difference between 1/200 of his/her salary and the cost to the District in retaining a substitute. Reimbursement for such excess sick leave shall be made at the discretion of the School Board. A doctor's certificate of illness shall be submitted prior to the payment of salary and/or every two (2) weeks.

B. PERSONAL LEAVE

Each bargaining unit member shall be allowed up to three (3) days (non-accumulative) personal leave per school year without loss of pay. Such leave will be for compelling business and emergencies for which no other time than in-school time can be used. Written notification, except in emergencies, must be submitted to the principal at least forty-eight (48) hours prior to the date on which leave is to be taken.

Personal leave shall not be used on the day(s) immediately before or after vacation for the purpose of expanding vacations. Personal leave shall not be used for recreation.

C. MATERNITY LEAVE OR CHILD CARE LEAVE

A maternity leave or child care leave shall be granted upon request to bargaining unit members who have completed at least two years of service in the Littleton School District. The duration of leave shall be for the balance of the school year, but the bargaining unit member shall have the option of having leave for the balance of the current school year plus the entire next school year, if the effective date of the start of leave falls after February 1. Such leave shall be without payment of salary, but insurance benefits may be continued upon payment of full premiums by the bargaining unit member. Time spent on maternity or child care leave shall not be used to compute probationary service for purposes of RSA 189:14-a. All benefits accrued prior to this unpaid leave shall be retained by the bargaining unit member and restored upon return to employment, to include reinstatement to same grade-level

teaching assignment (enrollment permitting) at the elementary level or within comparable subject area at the middle school or high school level.

D. JURY DUTY OR MILITARY DUTY

Full normal salary (less payment received for jury service or military service, but not expenses) shall be paid to bargaining unit members absent from work for jury service or military service, not to extend beyond the close of a school year.

E. PROFESSIONAL LEAVE

Any bargaining unit member who has worked in the Littleton School District for ten (10) consecutive years with no intervening leaves of absence shall be granted, upon notification by March 1, a leave of one school year for professional study or travel. No salary shall be paid during the year's leave of absence, but the Board shall continue to pay the same level of premiums for health, dental, and life insurance as it paid during the year prior to the leave of absence. Placement on the salary schedule upon return from professional leave shall be the same as it would have been if the bargaining unit member had served in the district during such leave. The employee must sign a contract acknowledging responsibility for a minimum of one year of service upon return. An employee who does not return to the district following the professional leave must reimburse the district within ninety (90) days for health, dental, and life insurance premiums paid during the year's leave of absence.

F. SABBATICAL LEAVE

1. General Provisions

- a. A sabbatical leave may extend for a period of up to one year.
- b. A professional staff member may be selected for a sabbatical upon recommendation of his/her Department Head, Principal, and any other qualified person(s). Also considered shall be a written statement by the applicant describing the benefits such a sabbatical leave would offer.
- c. The Littleton School Board shall make the final decision in granting a sabbatical leave.
- d. A contract shall be offered to a person receiving sabbatical leave, stating the nature and conditions of agreement for such a sabbatical.
- e. The Board shall not be obligated to grant sabbatical leave, and if leave should be denied, reasons for such denial shall be reduced to writing and forwarded to applicant.
- f. No teacher who is granted a paid sabbatical leave shall receive course reimbursement benefits.

2. Commitment on the part of the Professional Staff Member:

- a. A person must have five (5) years of teaching experience in the Littleton School District to be eligible for sabbatical leave.

b. A person receiving sabbatical leave must sign an agreement to return to teach in the Littleton School District for three (3) years upon completion of the sabbatical program, or to reimburse the District for all expenses of the sabbatical leave in the event of failure to meet his/her obligations, except in case of death or total disability of the staff member.

3. Commitment on the part of the Littleton School Board:

a. The parties recognize that a sabbatical leave may increase class sizes at the sabbatical leave teacher's grade level. If any class at the sabbatical leave teacher's grade level increases in size beyond the number recommended in the then applicable New Hampshire Department of Education's Standards & Procedures for New Hampshire Public Schools, the school board will hire a replacement for the sabbatical leave teacher. The hiring of a replacement shall not affect the sabbatical leave teacher's right to return to the position held before the commencement of sabbatical leave.

b. The following fringe benefits shall be granted to a teacher on sabbatical leave:

1. Credit for professional service shall be given while a person is on leave; thus, a person who has just completed Step 4 of the salary schedule and leaves for a sabbatical program shall be placed on Step 6 of the salary schedule upon his/her return.

2. Accumulated sick leave shall not be lost; neither may sick leave be used during the sabbatical, nor shall any sick leave be accrued during the sabbatical leave.

* Blue Cross/Blue Shield benefits shall be granted as agreed.

c. The number of sabbatical leaves granted in a year shall be limited to one (1) with full salary and fringe benefits.

G. OTHER LEAVES

Other leaves of absence requested by bargaining unit members may be granted without payment of salary or benefits by the Board. Such leaves are to be granted at the sole discretion of the Board.

13. RECERTIFICATION

The School Board shall withhold annual increments for failure of a teacher to demonstrate professional growth and development, except in extenuating circumstances (examples: sickness, accidents). Such growth shall be defined as follows: accruing seventy-five (75) clock hours of credit in compliance with the School Administrative Unit No. 84 staff development master plan.

14. COURSE REIMBURSEMENT

A. Members of the bargaining unit shall be reimbursed at the then current UNH credit hour rate for courses taken toward professional advancement. Such reimbursement

shall be paid for a maximum of twelve (12) credit hours per contract year. Reimbursement shall not exceed the actual cost of credit hours.

B. Reimbursement shall be granted under this Article when the following conditions are met:

1. Nine (9) of the credit hours can be used for professional education courses, or in the teacher's subject area, or in a program of advanced study, including advanced degrees in education fields outside of the teacher's subject area.
2. The remaining three (3) credit hours must be used in the teacher's subject area or in a program of advanced study in the teacher's subject area.
3. Reimbursement shall not be granted for courses in collective bargaining unless the course is a required part of a degree program.
4. Written application for reimbursement shall be made prior to enrollment in such courses. Standard application forms shall be provided by the School Administrative Unit office.
5. Fifty percent (50%) of the cost of the course will be paid to the teacher upon completion of registration and fifty percent (50%) upon satisfactory completion of the course. A teacher who completes the course and receives a grade of "B" or better shall be deemed to have satisfactorily completed the course. A teacher who does not satisfactorily complete the course shall return to the School District through payroll deductions the 50% that was prepaid by the District; and the teacher shall execute a written agreement to such payroll deductions as a precondition to the District paying 50% of the cost upon completion of registration.

C. Bargaining unit members shall be given full credit for advancement on the salary schedule for professional improvement gained through September 1 of each contract year under section B above.

15. TRANSPORTATION REIMBURSEMENT

The Board shall reimburse members of the bargaining unit at the then current Internal Revenue Service rate per mile for travel expenses, provided that each member has requested reimbursement in writing and has received written approval from the Principal and the Superintendent or his/her designee prior to departure for a given trip.

16. DEDUCTIONS

A. Credit union deductions are available upon request by any member of the bargaining unit.

B. Dues

1. It is agreed by and between the Board and the Association that, upon receipt of written authorization therefore, signed by the teacher, the Board shall deduct an amount to provide five (5) or ten (10) equal and successive payments of dues for membership in the Littleton, New Hampshire, and National Education Associations from the regular salary check of each teacher, and that the amounts

so deducted pursuant to such authorization by the teacher shall be remitted directly to the Treasurer of the Littleton Teachers' Association or his/her designee. The five (5) or ten (10) payments (one or the other) shall be decided by a vote of the Littleton Teachers' Association.

2. It is further agreed by and between the Board and the Association that such authorization for deductions of dues shall continue annually in full force and effect with the Littleton School District until the Association submits a written revocation of such authorization to the Board, not less than thirty (30) days prior to the effective date of such written revocation.
3. Whereas this Article is included for the convenience of the Association and the faculty, it is further agreed that the Littleton School District and School Administrative Unit No. 84 shall not be liable for failure to comply with the provisions of this Article, except by reason of malice or recklessness.
4. Deductions once authorized by a teacher shall continue annually unless a written request to stop same is received by the School Administrative Unit No. 84 office prior to September 1 (or thereafter as provided in Paragraph #2 above).

17. CO-CURRICULAR ACTIVITIES POLICIES

- *A. The differentials indicated shall be paid to the following personnel:
1. Department Head -- to be paid one (1.0) percent of the base salary on the teachers' schedule plus one half of one percent (0.5) percent of that base salary per teacher assigned to his/her department, not to include him/herself. Minimum reimbursement shall be two (2.0) percent of that base salary.
 - * 2. A. The Audio-Visual Director at Littleton High School shall be paid two (2.0) percent of the base salary on the teachers' schedule and shall be assigned a maximum of five classes, one period of A.V. duty, and one preparation period per day.

B. The Audio-Visual Director at Daisy Bronson shall be paid one (1.0) percent of the base salary on the teachers' schedule and will be responsible for distribution, collection and storage of equipment in the Daisy Bronson building.
- B. All co-curricular activities vacancies shall be posted in the same manner as vacancies for teaching positions.
- C. After a sponsor or coach for any co-curricular activity has served in that position for three (3) years, during the fourth and subsequent year he/she shall receive a longevity bonus each year equal to ten (10) percent of the co-curricular activity salary established for the third year of service in the position.
- D. The Athletic Director will have at least two periods per day, as well as a part-time secretary, in order to accomplish the Athletic Director's responsibilities.
- E. The Athletic Director may delegate supervision of games as needed, but may not delegate supervision of all games in a sport season. This delegation will only take place if the Athletic Director has fully trained the person who will supervise the Athletic Director remains aware of game outcomes, the Athletic Director's stipend is

reduced by an amount which will be paid as a stipend to the person delegated to supervise games, and the needs of the students are met. The delegation and the portion of the Athletic Director's stipend to be paid for this delegation must be approved by the high school Principal or the Assistant Principal, and their decision shall not be subject to the grievance process. Other duties may be delegated by the Athletic Director, following the guidelines above.

- F. The parties recognize that the present co-curricular compensation system requires review and revision. Any revision to the co-curricular positions should be done in accordance with study materials on file with the Athletic Director.

18. VACANCIES AND TRANSFERS

- A. Notices of vacancies in the Littleton School District shall be posted on the official bulletin board or in the daily school announcements in each school and sent to the President of the Association or his/her designee as soon as the Administration is aware of the existence of such vacancies.
- B. Such notices shall contain a description of the position, requirements of the position, name of the person to whom the application is to be returned, and the date by which the application is to be returned.
- C. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade(s) and/or subject(s) to which he/she desires to be transferred, in the order of preference.

19. REDUCTION IN FORCE

- A. The Littleton School District has the right to decrease the number of members in the Bargaining Unit because of a decrease in enrollment within a school or program or because of discontinuation or reduction of a program as determined by the School Board. Whenever this shall occur, the Superintendent shall, prior to the date specified by New Hampshire state law, notify the members of the Bargaining Unit, within equal certification of their discipline, of the intent to fail to renominate, but in the inverse order of total years of service in the District. Unless otherwise provided in this Agreement (see Sabbatical Leave, Article 12:F), when teachers have the same number of total years of service, the teacher having the most recent longest period of uninterrupted years of service shall have preference.
- B. However, in cases wherein these periods of service are of equal length, then the teacher with the earliest recorded date of election to the District shall have preference. In the event that the dates of the election are also identical, then the seniority of one teacher relative to another shall be determined by a one-time drawing of lots (see Appendix C).
- C. Part-time teaching (as opposed to substituting, which shall not be considered) shall be credited on a pro-rated basis; i.e., a person teaching half days for a period of one (1) year shall be credited with one half (1/2) year toward total years of service. At the secondary level a half day shall mean three (3) teaching periods.

- D. The annual Seniority List shall be developed cooperatively by the Association and Administration, and published by the Office of the Superintendent prior to November 1 each year.
- E. During the three (3) years after failure to be renominated because of reduction in force, affected members of the Bargaining Unit shall be renominated and re-elected according to seniority to fill vacancies in the area of their certified discipline. Such renomination shall not result in loss of credit for prior years of service.
- F. A teacher who is covered under this Article shall notify the District of the following by February 1 of each year:
 - 1. Availability for a position the following year.
 - 2. Any change of address.
- G. A teacher convicted of a felony during the time that he/she is unemployed shall not be eligible under this Article for re-employment. Refusal by a teacher to return to the District during the three-year period shall relieve the District of all responsibilities toward the teacher under this Article.

20. INVOLUNTARY REASSIGNMENT

- A. The School Board reserves the right to reassign any staff member under the same conditions and guidelines that apply to a reduction in force (see Article 19).
- B. When reassignments are necessary to fill vacancies or as a result of a change made in program, then a good-faith effort shall be made by the administration at first to seek volunteers for such reassignments from among properly certified staff members. In the event that certain positions cannot be filled by voluntary reassignment, and staff members must therefore be transferred from their current positions involuntarily, then the person(s) to be so transferred within their certification shall be the one(s) with least seniority as defined in Article 19, Reduction in Force.

21. RIGHTS OF INDIVIDUAL BARGAINING UNIT MEMBERS

- A. Any bargaining unit member has the right to review material in his/her personnel file in the Principal's office and in the Superintendent's office by appointment and with an administrator present. Review shall be granted within two (2) working days. Items which shall not be accessible to the bargaining unit member are (1) unresolved legal issues, and, (2) confidential references.
- B. The principal shall notify a bargaining unit member as soon as there is any evidence of an infraction or an alleged infraction of rules, and indicate expected correction. The teacher or administrator shall at all times be entitled to have present a representative of the Association when the teacher is going to be disciplined formally for an infraction of rules or for unsatisfactory professional performance.

22. ASSOCIATION RIGHTS

- A. The School Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her choosing to negotiate the terms and conditions of his/her employment, and that he/she

shall be free from interference, restraint, or coercion by the Board or its agents in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

- B. The Association and its representatives shall have the right to post notices of its activities and announcements on faculty bulletin boards. The Association may use faculty mail boxes for communications to members of the Bargaining Unit with the understanding that students shall not be asked to place association notices in mail boxes or to pass association notices between bargaining unit members. The Association may, after providing advance notice to the building principal, use rooms within school buildings at reasonable times prior to or after the school day.

23. BOARD RIGHTS

The Board has the final authority on all issues within its jurisdiction, and nothing in this Agreement shall be interpreted as in any way limiting that authority.

24. SAVING CLAUSE

If any provision or application of this Agreement is held to be contrary to law by any court or board of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any court of competent jurisdiction, the remainder of the Agreement shall not be affected.

25. GENERAL PROVISIONS

- A. The Board shall assume the cost of printing copies of the Agreement in sufficient number to provide each member of the bargaining unit with a copy, to provide each new employee with a copy, and to provide ten (10) copies for the President of the Association.
- B. The Appendices attached to and made a part of this Agreement shall have the force and effect of Articles of this Agreement.

26. DURATION

The provisions of this Agreement shall take effect on July 1, 2008, and shall remain in force through June 30, 2011.

27. CHILD CARE

All members of the bargaining unit shall be allowed to enroll, at no charge, children for whom they are legally responsible in any school district child-care program the district may run.

MEMORANDUM OF AGREEMENT – EVALUATION & PLACEMENT
ON SALARY SCHEDULE

A joint committee with three members appointed by the Association and three members Appointed by the Board, one of whom shall be the Superintendent, shall study possible amendments to Article 5 (B-C) and 7 (D). If and when the joint committee agrees to recommend amendments to Articles 5 (B-C) and 7 (D), the committee's recommendations shall be submitted in writing to the full membership of the Association and the full membership of the School Board for approval. If and when the full memberships of the Board and the Association approve such amendments to Articles 5 (B-C) and 7 (D), the amendments will be memorialized in a Memorandum of Agreement that will be appended to the 2008-11 collective bargaining agreement. Unless and until both parties approve such amendments to Articles 5 (B-C) and 7 (D), the School District's evaluation form will not be changed.

LITTLETON SCHOOL DISTRICT
SALARY SCHEDULE 2008 THROUGH 2009

Step	B	B+30	B+45/M	M+15	M+30
1	35,035	36,385	37,735	39,085	40,435
2	36,385	37,735	39,085	40,435	41,785
3	37,735	39,085	40,435	41,785	43,135
4	39,085	40,435	41,785	43,135	44,485
5	40,435	41,785	43,135	44,485	45,835
6	41,785	43,135	44,485	45,835	47,185
7	43,135	44,485	45,835	47,185	48,535
8	44,485	45,835	47,185	48,535	49,885
9	45,835	47,185	48,535	49,885	51,235
10	47,185	48,535	49,885	51,235	52,585
11	48,535	49,885	51,235	52,585	53,935
12	49,885	51,235	52,585	53,935	55,285
13	51,235	52,585	53,935	55,285	56,635
14	52,585	53,935	55,285	56,635	57,985
15	53,935	55,285	56,635	57,985	59,335
16	55,285	56,635	57,985	59,335	60,685

LITTLETON SCHOOL DISTRICT
SALARY SCHEDULE 2009 THROUGH 2010

Step	B	B+30	B+45/M	M+15	M+30
1	36,295	37,645	38,995	40,345	41,695
2	37,645	38,995	40,345	41,695	43,045
3	38,995	40,345	41,695	43,045	44,395
4	40,345	41,695	43,045	44,395	45,745
5	41,695	43,045	44,395	45,745	47,095
6	43,045	44,395	45,745	47,095	48,445
7	44,395	45,745	47,095	48,445	49,795
8	45,745	47,095	48,445	49,795	51,145
9	47,095	48,445	49,795	51,145	52,495
10	48,445	49,795	51,145	52,495	53,845
11	49,795	51,145	52,495	53,845	55,195
12	51,145	52,495	53,845	55,195	56,545
13	52,495	53,845	55,195	56,545	57,895
14	53,845	55,195	56,545	57,895	59,245
15	55,195	56,545	57,895	59,245	60,595
16	56,545	57,895	59,245	60,595	61,945

LITTLETON SCHOOL DISTRICT
SALARY SCHEDULE 2010 THROUGH 2011

Step	B	B+30	B+45/M	M+15	M+30
1	37,655	39,005	40,355	41,705	43,055
2	39,005	40,355	41,705	43,055	44,405
3	40,355	41,705	43,055	44,405	45,755
4	41,705	43,055	44,405	45,755	47,105
5	43,055	44,405	45,755	47,105	48,455
6	44,405	45,755	47,105	48,455	49,805
7	45,755	47,105	48,455	49,805	51,155
8	47,105	48,455	49,805	51,155	52,505
9	48,455	49,805	51,155	52,505	53,855
10	49,805	51,155	52,505	53,855	55,205
11	51,155	52,505	53,855	55,205	56,555
12	52,505	53,855	55,205	56,555	57,905
13	53,855	55,205	56,555	57,905	59,255
14	55,205	56,555	57,905	59,255	60,605
15	56,555	57,905	59,255	60,605	61,955
16	57,905	59,255	60,605	61,955	63,305

CO-CURRICULAR ACTIVITIES 2008 - 2009

APPENDIX B

<u>POSITION</u>	<u>(INDEX)</u>	<u>1 TO 3 YEARS 2008 - 2009</u>	<u>BEYOND 3 YEARS 2008 - 2009</u>
<u>Category I</u> Athletic Director	(1.00)	8,500	10,000
<u>Category Ia</u> D.B. Athletic Director	(.50)	4,250	5,000
<u>Category II</u> Varsity Basketball (2)	(.427)	3,634	3,800
<u>Category III</u> Varsity Baseball Varsity Softball Varsity Field Hockey Varsity Soccer (2) Varsity Cheerleading (SPIRIT) Varsity Tennis (2) Varsity Cross Country Yearbook Advisor	(.35)	2,959	3,255
<u>Category IV</u> Varsity Skiing – Alpine Varsity Golf JV Basketball (2) Class Advisor Senior Class Advisor Junior	(0.31)	2,596	2,856
<u>Category V</u> JV Baseball JV Softball JV Field Hockey JV Soccer (2)	(0.24)	2,077	2,284
<u>Category VI</u> Musical Director	(0.21)	1,817	1,999
<u>Category VII</u> Drama Director Asst. Yearbook Advisor D.B. Basketball (2)	(0.16)	1,402	1,542
<u>Category VIII</u> Class Advisor – Sophomore Class Advisor – Freshman D.B. Baseball D.B. Softball D.B. Field Hockey D.B. Soccer (2) D.B. Spirit	(0.13)	1,090	1,199

CO-CURRICULAR ACTIVITIES

<u>POSITION</u>	<u>(INDEX)</u>	<u>1 TO 3 YEARS 2008 - 2009</u>	<u>BEYOND 3 YEARS 2008 - 2009</u>
<u>Category IX</u>	(0.12)	1,038	1,142
Student Council - High School			
Fall Drama Asst.			
Musical Director Asst.			
Skills USA – Building Trades			
FCCLA			
HERO			
HOSA			
Skills USA – Auto			
FBLA			
Skills USA – Computer Tech.			
TSA			
Youth and Government			
One Act Play Director			
National Honor Society			
<u>Category X</u>	(0.09)	727	800
SADD Advisor			
Weight Lifting Club			
D.B. Intramurals Winter (2)			
Intramurals – High School (2)			
D.B. Student Council			
D.B. Cross Country			
D.B. Intramurals – Fall			
Music Club – Pep Band (Fall/Winter/Spring)			
Elementary School Sports Director			
Ski Coordinator – Lakeway			
D.B. Class Advisors			
D.B. Drama Advisor			
Outing Club			
<u>Category XI</u>	(0.06)	519	571
Academic Awards Director			
D.B. Intramurals-Spring			
Granite State Challenge/Quiz Bowl Advisor			
Musical Accompanist			
D.B. Golf			
D.B. Tennis			
Track Coach - Elementary			

CO-CURRICULAR ACTIVITIES 2009 - 2010

APPENDIX B

<u>POSITION</u>	<u>(INDEX)</u>	<u>1 TO 3 YEARS 2009 - 2010</u>	<u>BEYOND 3 YEARS 2009 - 2010</u>
<u>Category I</u> Athletic Director	(1.00)	8,670	10,200
<u>Category Ia</u> D.B. Athletic Director	(.50)	4,335	5,100
<u>Category II</u> Varsity Basketball (2)	(.427)	3,707	3,876
<u>Category III</u> Varsity Baseball Varsity Softball Varsity Field Hockey Varsity Soccer (2) Varsity Cheerleading (SPIRIT) Varsity Tennis (2) Varsity Cross Country Yearbook Advisor	(.35)	3,018	3,320
<u>Category IV</u> Varsity Skiing – Alpine Varsity Golf JV Basketball (2) Class Advisor Senior Class Advisor Junior	(0.31)	2,648	2,913
<u>Category V</u> JV Baseball JV Softball JV Field Hockey JV Soccer (2)	(0.24)	2,119	2,330
<u>Category VI</u> Musical Director	(0.21)	1,853	2,039
<u>Category VII</u> Drama Director Asst. Yearbook Advisor D.B. Basketball (2)	(0.16)	1,430	1,573
<u>Category VIII</u> Class Advisor – Sophomore Class Advisor – Freshman D.B. Baseball D.B. Softball D.B. Field Hockey D.B. Soccer (2) D.B. Spirit	(0.13)	1,112	1,223

CO-CURRICULAR ACTIVITIES

<u>POSITION</u>		1 TO 3 YEARS <u>2009 -2010</u>	BEYOND 3 YEARS <u>2009 - 2010</u>
	<u>(INDEX)</u>		
<u>Category IX</u>	(0.12)	1,059	1,165
Student Council - High School			
Fall Drama Asst.			
Musical Director Asst.			
Skills USA – Building Trades			
FCCLA			
HERO			
HOSA			
Skills USA – Auto			
FBLA			
Skills USA – Computer Tech.			
TSA			
Youth and Government			
One Act Play Director			
National Honor Society			
 <u>Category X</u>	 (0.09)	 742	 816
SADD Advisor			
Weight Lifting Club			
D.B. Intramurals Winter (2)			
Intramurals – High School (2)			
D.B. Student Council			
D.B. Cross Country			
D.B. Intramurals – Fall			
Music Club – Pep Band (Fall/Winter/Spring)			
Elementary School Sports Director			
Ski Coordinator – Lakeway			
D.B. Class Advisors			
D.B. Drama Advisor			
Outing Club			
 <u>Category XI</u>	 (0.06)	 529	 582
Academic Awards Director			
D.B. Intramurals-Spring			
Granite State Challenge/Quiz Bowl Advisor			
Musical Accompanist			
D.B. Golf			
D.B. Tennis			
Track Coach - Elementary			

CO-CURRICULAR ACTIVITIES 2010 - 2011

APPENDIX B

<u>POSITION</u>	<u>(INDEX)</u>	<u>1 TO 3 YEARS 2010 - 2011</u>	<u>BEYOND 3 YEARS 2010 - 2011</u>
<u>Category I</u> Athletic Director	(1.00)	8,843	10,404
<u>Category Ia</u> D.B. Athletic Director	(.50)	4,422	5,202
<u>Category II</u> Varsity Basketball (2)	(.427)	3,781	3,954
<u>Category III</u> Varsity Baseball Varsity Softball Varsity Field Hockey Varsity Soccer (2) Varsity Cheerleading (SPIRIT) Varsity Tennis (2) Varsity Cross Country Yearbook Advisor	(.35)	3,079	3,387
<u>Category IV</u> Varsity Skiing – Alpine Varsity Golf JV Basketball (2) Class Advisor Senior Class Advisor Junior	(0.31)	2,701	2,971
<u>Category V</u> JV Baseball JV Softball JV Field Hockey JV Soccer (2)	(0.24)	2,161	2,376
<u>Category VI</u> Musical Director	(0.21)	1,890	2,080
<u>Category VII</u> Drama Director Asst. Yearbook Advisor D.B. Basketball (2)	(0.16)	1,459	1,604
<u>Category VIII</u> Class Advisor – Sophomore Class Advisor – Freshman D.B. Baseball D.B. Softball D.B. Field Hockey D.B. Soccer (2) D.B. Spirit	(0.13)	1,134	1,247

CO-CURRICULAR ACTIVITIES

<u>POSITION</u>	<u>(INDEX)</u>	<u>1 TO 3 YEARS 2010 - 2011</u>	<u>BEYOND 3 YEARS 2010 - 2011</u>
<u>Category IX</u>	(0.12)	1,080	1,188
Student Council - High School			
Fall Drama Asst.			
Musical Director Asst.			
Skills USA – Building Trades			
FCCLA			
HERO			
HOSA			
Skills USA – Auto			
FBLA			
Skills USA – Computer Tech.			
TSA			
Youth and Government			
One Act Play Director			
National Honor Society			
<u>Category X</u>	(0.09)	756	832
SADD Advisor			
Weight Lifting Club			
D.B. Intramurals Winter (2)			
Intramurals – High School (2)			
D.B. Student Council			
D.B. Cross Country			
D.B. Intramurals – Fall			
Music Club – Pep Band (Fall/Winter/Spring)			
Elementary School Sports Director			
Ski Coordinator – Lakeway			
D.B. Class Advisors			
D.B. Drama Advisor			
Outing Club			
<u>Category XI</u>	(0.06)	540	594
Academic Awards Director			
D.B. Intramurals-Spring			
Granite State Challenge/Quiz Bowl Advisor			
Musical Accompanist			
D.B. Golf			
D.B. Tennis			
Track Coach - Elementary			

GUIDELINES FOR COMPILING & ADMINISTERING SENIORITY LIST1. Years of Service

- A. When there has been an interruption of service, years of service before and after the interruption shall be combined to arrive at an employee's total years of service in the District, regardless of the nature of the interruption.
- B. Credit toward total years of service shall be granted for a sabbatical leave or an unpaid leave of absence for study purposes, provided that the employee is given advancement on the salary schedule for the period of study; otherwise, no credit toward years of service shall be granted.
- C. Credit for a fraction of a year of service (to the nearest quarter, third, or half) shall be granted in either of these two cases: a) full-time service for a fraction of a school year, or b) part-time service for all or part of a school year, provided that the person is serving as a professional employee and not as a substitute. However, no additional credit toward years of service shall be granted to a full-time teacher who carries an extra course or extra-curricular activity beyond the normal teaching load.
- D. In compiling each year's Seniority List, only service and interruptions in service effective through the previous June 30 shall be considered.

2. Interruptions Due to Leaves of Absence

- A. Paid sick leave shall not be counted as an interruption in service affecting seniority.
- B. An unpaid leave of absence, whether granted for an illness or other reason, shall be counted as an interruption in service if it extends beyond forty-five (45) consecutive working days, except as provided in Section 1:B, above, or in the case of leave granted for compulsory military or jury duty.

3. Date of Election

- A. Henceforth, the initial date of election of each member of the Bargaining Unit shall be recorded in his/her personnel file.
- B. When several employees are elected at the same School Board meeting, no significance shall be attached to the order in which their names are listed in the minutes of the meeting. The employees shall be considered simultaneously elected, and a drawing of lots shall be conducted to determine their seniority (see Section 5 E, below).

4. Filing, Correction, and Distribution of Seniority Lists

- A. A copy of each published Seniority List shall be kept on file by the Superintendent.
- B. Corrections of errors in the published Seniority List must be made no later than March 15, under the joint supervision of the Administration and the Association. However, the official publication of the Seniority List shall be made only once annually by November 1. No additional certification or interruption in service effective after November 1 shall be considered in the case of an employee who is subject to a reduction in force or an involuntary reassignment for the following year.

5. Drawing of Lots

- A. The drawing of lots to determine relative seniority shall be considered in the presence of members of the Administration and of the Association so designated for the purpose. This drawing should occur before October 15.
- B. All employees affected by the drawing shall be informed in writing of its time and place. Any employee who cannot attend may exercise one request for a rescheduling or may designate in writing a proxy to draw for him/her. If the employee fails to do so, then the Association may, at its discretion, appoint a proxy for the employee.
- C. In the presence of all official observers and participants, twenty-six (26) Scrabble tiles, depicting the letters A through Z, shall be placed in a suitable open-topped opaque container. These lots shall be mixed and the container shall then be held above eye level by one of the officials conducting the lottery. Each participant in turn, alphabetically according to last name, in the presence of all others, shall draw out one lot and immediately reveal the letter on it, and then return it to the container. The lots shall be mixed again before the next participant draws. Each participant shall draw once before any ties are resolved. Then, any persons who have drawn the same letter shall redraw to determine their relative order, one to the other.
- D. The alphabetical order of the letters (A to Z) shall determine the order of election.
- E. Once all lots have been drawn and the results have been recorded, these results shall be considered final. There shall be no redrawing unless the official representative of both the Administration and the Association agree that there was some invalidating irregularity in the original drawing.
- F. When the drawing of lots has been concluded, the relative order of seniority thereby determined shall be recorded on a form which shall be signed by all participants (or their proxies) and by the Administration and Association representatives, all of whom shall receive copies of the form, and the original shall be placed on file by the Superintendent, with copies in the personnel files of the participant.

6. Reassignment in Case of Multiple Certification

Whenever a position must be eliminated, and the teacher to be laid off from that position cannot be reassigned within his/her current academic department or the same area of certification, but that teacher is also certified in other disciplines wherein there are teachers with less seniority than he/she has, then that first teacher shall be reassigned to a position in one of these other disciplines, displacing there the person with least seniority. However, if it is possible, due to

multiple certifications, to reassign a teacher to more than one alternative position, then the teacher shall be reassigned to that position, among those possible, which is held by the person with least seniority in the District.

7. Modification of These Guidelines (Appendix C)

Both parties adopt these Guidelines (Appendix C) with the understanding that they may be modified from time to time, by mutual consent, as the need arises.

LENGTH OF TEACHER SCHOOL YEAR

The total number of teacher contract days shall be **188. 180** to **182** of those days shall be student contact days at the discretion of the superintendent of schools. For the school year the superintendent intends to utilize 180 days as student contact days and to utilize the other (8) days for curriculum/professional development activities or relevant activities. It is understood that professional development activities need to be meaningful and that professional staff will need to be involved with the administration in the planning and design of professional development activities.

(Part 1 - Grievant's Complaint)

IMPORTANT NOTE: A grievance shall be deemed waived unless it is submitted in writing within thirty (30) work days after the aggrieved party knew or should have known of the events or conditions on which it is based. In addition, a grievance shall be deemed waived unless this form is completed and submitted to the Principal and the Association within fifteen (15) work days of the grievant's first discussion with his or her immediate supervisor concerning the matter to be grieved.

NAME OF GRIEVANT _____

DATE OF FILING _____

HOME ADDRESS _____

PHONE # _____ POSITION HELD _____

SCHOOL _____ PRINCIPAL _____

STATEMENT OF GREIVANCE _____

PROVISION OF MASTER AGREEMENT ALLEGEDLY VIOLATED _____

ACTION OR REMEDY REQUESTED _____

Signature of Grievant

GRIEVANCE FORM

(Part 2 - Principal's Decision and Grievant's Response)

IMPORTANT NOTE: The Principal must complete this Part of the Grievance Form and provide it to the grievant within ten (10) work days after discussing the grievance with the grievant. If the Principal does not complete the form and provide it to the grievant within the ten-day period, the grievant has the right to take the grievance to the next level.

NAME OF GRIEVANT _____

DATE OF PRINCIPAL'S MEETING WITH GRIEVANT _____

SCHOOL _____ PRINCIPAL _____

DECISION OF PRINCIPAL AND REASON THEREFOR _____

Date

Signature of Principal

GRIEVANT'S RESPONSE: IMPORTANT NOTE: The grievant must select one of the two options appearing below and provide this completed form to the Association's Grievance Chairperson. If the second option is selected, the grievant or the Association must also provide a copy to the Superintendent's office. If the grievant takes no action within twenty (20) work days of the meeting with the Principal, the grievance is deemed waived. This is true whether or not the Principal issues a written decision.

_____ I ACCEPT THE PRINCIPAL'S DECISION

_____ I DO NOT ACCEPT THE PRINCIPAL'S DECISION AND I HEREBY
REFER THIS MATTER TO THE SUPERINTENDENT

Date

Signature of Grievant

GRIEVANCE FORM

(Part 3 - Superintendent's Decision and Grievant's Response)

IMPORTANT NOTE: The Superintendent must complete this Part of the Grievance Form and provide it to the grievant within fifteen (15) workdays after discussing the grievance with the grievant. If the Superintendent does not complete the form and provide it to the grievant within the fifteen-day period, the grievant has the right to take the grievance to the next level.

NAME OF GRIEVANT _____

DATE OF SUPERINTENDENT'S MEETING WITH GRIEVANT _____

SCHOOL _____ SUPERINTENDENT _____

DECISION OF SUPERINTENDENT AND REASON THEREFOR _____

Date

Signature of Superintendent

GRIEVANT'S RESPONSE: IMPORTANT NOTE: The grievant must select one of the two options appearing below and provide this completed form to the Association's Grievance Chairperson. If the second option is selected, the grievant or the Association must also provide a copy to the Superintendent's office. If the grievant takes no action within thirty (30) work days of the meeting with the Superintendent, the grievance is deemed waived. This is true whether or not the Superintendent issues a written decision.

_____ I ACCEPT THE SUPERINTENDENT'S DECISION

_____ I DO NOT ACCEPT THE SUPERINTENDENT'S DECISION AND I HEREBY REFER THIS
MATTER TO THE SCHOOL BOARD

Date

Signature of Grievant

GRIEVANCE FORM

(Part 4 - School Board's Decision and Grievant's Response)

IMPORTANT NOTE: The School Board or its designated representative must complete this Part of the Grievance Form and provide it to the grievant within fifteen (15) work days after the hearing on the grievance. If the School Board does not complete the form and provide it to the grievant with the fifteen-day period, the grievant has the right to take the grievance to arbitration.

NAME OF GRIEVANT _____

DATE OF HEARING BEFORE SCHOOL BOARD _____

SCHOOL _____ SUPERINTENDENT _____

DECISION OF SCHOOL BOARD AND REASON THEREFOR _____

Date

Signature of Board Chairperson

GRIEVANT'S RESPONSE: **IMPORTANT NOTE:** The grievant must select one of the two options appearing below and provide this completed form to the Association's Grievance Chairperson. If the second option is selected, the grievant or the Association must also provide a copy to the Superintendent's office. If the grievant takes no action within thirty (30) work days of the date of the hearing before the School Board, the grievance is deemed waived. This is true whether or not the School Board issues a written decision.

_____ I ACCEPT THE SCHOOL BOARD'S DECISION

_____ I DO NOT ACCEPT THE SCHOOL BOARD'S DECISION AND I HEREBY REFER THIS
MATTER TO THE ARBITRATION

Date

Signature of Grievant

Date

LTA President or Designee

E-MAIL

Association may use e-mail to communicate with members subject to School Board Policy as may be amended from time-to-time.