

**MASTER AGREEMENT
BETWEEN THE
NEW BOSTON SCHOOL BOARD
AND THE
NEW BOSTON EDUCATION ASSOCIATION
NEA-NEW HAMPSHIRE**

JULY 1, 2011 - JUNE 30, 2013

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AGREEMENT

THIS AGREEMENT ("Agreement") made and entered on this _____ day of _____, 2011, by and between the New Boston School Board, hereinafter referred to as the "Board" "Employer" or "District" and the New Boston Education Association, NEA- New Boston, hereinafter referred to as the "Association." Termination of this Agreement shall not be construed as limiting or modifying rights or benefits granted to the Association, the District or any employee by RSA 273-A.

ARTICLE I

RECOGNITION / MODIFICATION / PART-TIME EMPLOYEES

- A. The Board recognizes the Association as having been certified by the New Hampshire Public Employees Labor Relations Board (PELRB), pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all professional staff not including administration employed by the New Boston School District which includes all classroom teachers, reading specialists, speech therapists, speech & language pathologists, occupational therapists, guidance counselor and school nurse, as certified by the PELRB.
- B. The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board, provided that, except for newly created positions, no petition for modification shall be effective during the current contract unless agreed to by both parties.
- C. The following benefits shall be offered on a pro-rated basis to part-time bargaining unit members provided that such benefits are offered by the insurance carrier if applicable: Personal leave, Sick leave, Bereavement leave, Professional leave, Course Reimbursement, Health insurance, Dental insurance, and Life insurance.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. On or before the second Tuesday of September 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 recognize receipt of the notice and plan to meet within 30 days.
- B. 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 the terms and conditions of employment.
- C. Any agreement reached shall be reduced to writing and signed by the Board and the Association.
- D. If any agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12.
- E. Either party may, if it desires, utilize the services of outside consultants.
- F. It is recognized that any agreement between the parties is subject to funding by the voters of New Boston. If adequate funding is not forthcoming, the parties agree to reopen negotiations in accordance with RSA 273-A.

ARTICLE III

ASSOCIATION RIGHTS

- A. Special conferences for important matters will be arranged between the Association and the Board upon request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of the Board.
- B. 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.
- C. The Association shall have the right to use school facilities for meetings and school equipment, including computers and modern copy machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of all such equipment.
- D. Duly authorized representatives of the 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.
- E. Association officers or their designees, during working hours and without loss of time or pay, may represent employees and investigate and present grievances to the employer, provided it does not unreasonably interfere with regularly scheduled work.
- F. The Association shall be given an opportunity at the end of all faculty meetings to make announcements.
- G. At the request of the Association and with reasonable prior notice, including the subject matter, the Board shall place the Association on its agenda for regular School Board meetings.

ARTICLE IV

EMPLOYEE RIGHTS

- A. 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 will not discriminate against any employee with respect to hours, wages or terms or conditions of employment by reason of his or her membership in the Association; his or her participation in any activities of the Association or collective negotiations with the Employer; or his or her institution of any grievance, complaint, or proceeding under this agreement.

- B. The Employer agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, color, religion, marital status, national/ethnic origin, age, sex, sexual orientation, disability or place of residence. The Board recognizes that employees are protected by laws of the State of New Hampshire and the United States.

ARTICLE V

JURISDICTION AND AUTHORITY

The Board retains the right, subject to the provisions of this agreement and applicable laws, to manage the school district. Such "managerial policy" shall include, but not be limited to, the functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction, deployment and number of its personnel, so as to continue public control of governmental functions.

The parties understand that neither the Board nor the Superintendent may lawfully delegate power or authority which, by law, is vested in them, and this agreement shall not be construed to constitute a delegation of the power or authority of either.

ARTICLE VI

PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

- A. The Board agrees that upon receipt of written authorization thereof, signed by a Staff Member covered by this Agreement, the Board will deduct from the regular salary dues for membership in the New Boston Education Association, NEA-New Hampshire. Such deductions shall begin during the second pay period in October, and conclude with the last pay period in May. An election for dues deduction under this Agreement shall continue during the course of this contract, unless notice is given to terminate not less than 15 days prior to the end of a fiscal year. The Association shall be promptly notified of any such withdrawals.

- B. Based upon administrative capacity, the board will allow employees to designate voluntary payroll deductions to be withheld from their paychecks and remitted directly to certain third party organizations. Direct deposit of an employee's net payroll will be made to no more than two financial institutions designated by the employee. Reasonable rules may be implemented to facilitate the operation of this provision.

- C. The Board agrees to provide a section 125 plan. The plan allows employees to elect to set aside pre-tax dollars for (1) payment of the employee's share of medical insurance premiums, (2) reimbursement of medical expenses not covered by the insurance and/or reimbursement of dependent care expenses. The association agrees to promote the utilization of the section 125 plan amongst the association membership.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a complaint by a staff member or members, or the Association that there has been a violation, misapplication or misinterpretation of any provision of this Agreement, or any rule, policy or regulation of the School Board pertaining to work rules or conditions. All time limits in this Article shall mean calendar days. If the deadline falls on a Saturday, Sunday or legal holiday, it shall be effective the next working day.

B. 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 and referred to the following formal grievance procedure.

C. 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 time, subject to his/her requesting such representation. The unavailability of any particular individual, exceeding 24 hours, shall not cause unreasonable delay in grievance processing and/or investigation.

D. Time Limit

A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days of its occurrence.

E. Formal Procedure

Level 1. Within seven (7) days of 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 to Level 2 within seven (7) days of receipt of any answer given at this level.

Level 2. Within seven (7) days of a grievance being referred to this level, the Superintendent or designee will meet with the participants of Level 1 and examine the facts of the grievance. The Superintendent shall give his/her written answer 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 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 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 to arbitration by the Association as set forth in Level 4 of this procedure.

Level 4. 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 fourteen (14) days of the Association's request for arbitration, then either party shall apply to the American Arbitration Association 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 such 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 parties agree to share equally in the compensation and expenses of the arbitrator. The arbitrator's decision shall be advisory on both parties. Nothing contained herein shall be construed to deny to either party the right to take action under RSA 273-A:5, I. (h), A:5II. (f) and RSA 273-A:15.

- F. Time periods specified in this procedure may be extended by mutual agreement.
- G. Grievance(s) involving decisions by the Superintendent or School Board may be submitted by the Association to Level 2.
- H. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- I. The parties agree that staff members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal for participating in any grievance proceeding.
- J. Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE VIII

WORKING CONDITIONS

A. School Year

The work year for teachers shall not exceed 186 days, one (1) day of which shall be set aside for parent conferences for those parents able to meet during the day. The Board shall solicit input from the Association prior to the adoption of the school calendar. The principal and representatives of the Association shall meet to discuss teacher concerns about the structuring of parent-teacher conferences.

B. School Day

The normal on site workday for members of the bargaining unit shall be 15 minutes prior to the beginning of the student day and continuing until 30 minutes after the close of the student day, except in cases of emergency. Teachers shall use this additional time for special help and consultation or to help in the overall educational program of the school. It is understood that the administration can expect reasonable participation on a professional basis after the normal working day to carry out obligations to students, parents and the school.

C. Duty Free Lunch

Each staff member shall receive a 20-minute daily duty-free lunch period, except in cases of emergency.

D. Planning Time

Each teacher shall have scheduled three (3) unencumbered planning periods during the time that his/her class is under supervision of an art, music, or physical education teacher. If a planning period is missed because the administration is unable to hire a substitute teacher for art, music or physical education, teachers shall have the option of scheduling a planning period by contacting the principal.

E. Duties

All duties will be assigned to staff members in a fair and equitable manner.

F. Discipline

No disciplinary action will be taken unless there is evidence to support the action. The specific grounds forming the basis for discipline will be made available to the employee in writing, upon request. However, the unavailability of any particular individual, exceeding 24 hours, shall not cause undue delay in the application of this provision.

Any staff member shall be entitled to have present a representative of the Association during any meeting which involves or may involve disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the staff member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

G. Personnel Files and Complaints

Teachers shall be allowed to examine the contents of their personnel files at a time that is mutually agreeable to the teacher and the administrator within a reasonable time (normally not to exceed 2 business days) following the request. No material regarding teacher performance shall be placed in a teacher's file without submitting a copy thereof to the teacher. Teachers shall be entitled to a copy of any material in their file, with the exception of pre-employment materials which are excluded from the purview of this Agreement. A teacher shall have the right to attach a written rebuttal to any material in his/her file. No anonymous complaints or complaints determined by the administration to be unsubstantiated shall be placed in a teacher's file. No complaint shall be placed in a teacher's file or used to evaluate or discipline a teacher unless the complaint shall have been reduced to writing and the teacher given an opportunity to respond to the same.

H. Evaluation

The parties recognize and acknowledge that evaluation of employees is the responsibility of management. Without waiving its right to claim that evaluation is not a required subject of bargaining, the Board agrees that teachers will be timely informed of any evaluation policy or procedures and forms used by the New Boston School District. A teacher will be given a copy of any evaluation with the right to respond in writing. Any evaluation shall include specifics forming the basis for the conclusion stated. A teacher is entitled to have a representative present with him/her during any meeting to discuss the evaluation. The contents of an evaluation are not subject to the grievance procedure of this contract.

If in the opinion of the administration, a deficiency in performance exists that could result in termination of employment, the staff member shall be notified in writing by the administration. The administration shall clearly state the deficiency, specific suggestions for correction and allow a reasonable amount of time (forty-five days) for the staff member to correct said deficiency except in cases involving the health, safety, or welfare of students or staff.

The immediately preceding paragraph shall not be subject to the grievance procedure in the non-renewal of a probationary teacher.

ARTICLE IX

VACANCIES, TRANSFERS, AND ASSIGNMENTS

- A. 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 first seek volunteers who are certified and qualified. Involuntary transfers are to be avoided if reasonably possible. Any staff member involuntarily transferred may resign his/her position without prejudice.

- B. Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the official bulletin board at school for at least five (5) working days prior to the deadline for application. The posting shall state the position to be filled, qualifications, starting day, and other relevant terms of employment. 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. If there are no substantial differences in qualification between candidates for the position, preference will be given to current employees who have applied for the vacancy.

ARTICLE X

REDUCTION IN FORCE

- A. If it becomes necessary to reduce the number of teachers through a layoff, the Superintendent will make every reasonable effort to effect such reduction by attrition, and, if necessary, by non renewal of teachers who have taught in the New Boston School District for three (3) years or less.
- B. If further layoffs are necessary, then teachers shall be laid off based on the following classifications:
 - 1. Grades K-6
 - 2. Specialists, by the following subject areas:
 - Art, Music, PE, Library/Media, Guidance, Nurse, Reading Specialist, Speech Therapist, Speech & Language Pathologist, Occupational Therapist
 - 3. Special Education (by areas of Certification)
- C. Within these classifications, the least senior teacher will be laid off.
- D. Seniority is defined as the total years of uninterrupted service to the New Boston School District within a bargaining position. Approved leaves shall not result in loss of previously accrued seniority. Part time New Boston staff members covered by this Agreement shall accrue seniority on a pro-rata basis.
- E. Teachers shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred.
 - 1. Laid off teachers shall be eligible for recall for a fifteen (15) month period following their final date of employment.
 - 2. Teachers shall be responsible for notifying the Superintendent, in writing, of their current address. Recall notices shall be mailed certified, return receipt requested.
 - 3. Teachers shall have 20 calendar days to respond to any recall notice. Failure to accept recall shall terminate the teacher's rights under this Article.
 - 4. Teachers who are recalled shall retain previously accrued benefits, including seniority and sick leave.

ARTICLE XI

PROFESSIONAL COMPENSATION

- A. The basic salaries of staff members covered by this agreement are set forth in Appendix A which is attached to and incorporated into this agreement.
- B. All staff members shall be given full credit on the salary schedule set forth in Appendix A for full years of outside teaching experience in any accredited and/or state approved school district, except those who by mutual agreement accept the conditions outlined in Appendix C.
- C. Placement on the salary schedule shall be in accordance with the total years of experience, highest degree and the number of credits earned.

A nurse with a B.A. shall be paid at 90% of the step and track that matches his/her level of professional experience and education; a nurse with an R.N. shall be paid at a rate of 80% of the bachelor's track. No new employee shall be placed on the salary schedule at a level higher than that of a current employee with the same level of academic preparation and teaching or related experience. The interpretation of this section shall not be arbitrary or capricious.

- D. If, during the staff member's recertification period, he/she accumulates at least 150 clock hours of staff development for recertification, he/she shall be paid a stipend of \$250.
- E. The salary schedule is based upon the regular school year as set forth in Article VIII. For assignments in excess of their regular school calendar, staff members shall be paid a per diem based on their placement on the salary schedule.
- F. Employees shall be paid bi-weekly, on every other Thursday throughout the school year, beginning no later than the second Thursday after the opening of the school year in which the teacher is employed. Each employee shall have the option of salary payments pro-rated on the basis of 22 or 26 pay periods. Employees electing 26 pay periods shall receive the balance salary in a lump sum on the last payday of school in June.

G. Retirement

Upon resignation or retirement at an age eligible for receipt of retirement benefits under the State of New Hampshire Retirement System, the employee shall be eligible for the following recognition benefit based on cumulative service to the New Boston School District:

	<u>2011-2012</u>	<u>2012-2013</u>
Fifteen to Nineteen years service =	\$ 5,500	\$6,000
Twenty to Twenty-four years service =	\$ 6,750	\$7,500
Twenty-five or more years service =	\$ 8,000	\$9,000

Those planning to retire must notify the Superintendent's office by December 1. Failure to notify by December 1 will mean that the benefit will be paid no later than August 15 of the second fiscal year following notification. Approved leaves shall not be considered a break in service. Should any professional employee, who has elected to retire, die prior to receiving any payment due, the District will make payments to the estate of the deceased retiree. Payment of this benefit will be made in one lump sum no later than August 15 following the date of resignation or retirement.

H. Extra Curricular Activities

Staff members shall be awarded up to a total of \$1,000 for student related extracurricular activity.

I. Service to the District

Employees represented by the bargaining unit with more than 15 years of completed service in the District will receive the following stipend in addition to their regular salary as determined by the salary schedule:

	<u>BA+</u>	<u>MA+</u>
16 through 19 years:	\$1,000	\$1,250
20 through 24 years:	\$1,350	\$1,600
25 or more years:	\$1,750	\$2,000

The stipend of any part-time bargaining unit employee shall be prorated.

J. Step Advancement

Step advancement shall occur at the beginning of each school year, unless an alternate time is mutually agreed upon by the school board and education association.

K. Sick Leave Payment

New Boston Professional employees shall receive \$50.00 per day for each unused sick day prior to retirement. The payment shall be made within three weeks after the end of the school year in which the employee retires. In order to be eligible, the employee must have been employed with the District a minimum of ten (10) years and have applied (and be approved) for retirement by the New Hampshire Retirement System.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

A. Course and Workshop Reimbursement.

Teachers shall be entitled to one thousand dollars (\$1,000) per teacher per year for courses or workshops in which the teacher achieves a course grade of "B" or higher. The teacher must obtain prior approval from the Superintendent for such reimbursement. Teachers may access one-third (1/3) of Professional Development funds from July 1 to August 31; one-third (1/3) of Professional Development funds from September 1 to December 31; and the remaining one-third (1/3) from January 1 to June 30 of any contract year. The balance of the amount remaining at the end of the year will be available to those who have exceeded the \$1,000 allotment. The Board shall not be required to expend beyond \$21,000 for reimbursement in each fiscal year. Applications for courses or workshops will only be accepted within thirty (30) days prior to the beginning of the above mentioned time periods.

B. Payment

Conference, workshop, course reimbursement and travel expenses will be reimbursed within thirty-five (35) calendar days after submission of expenses to the principal provided the minimum "B" grade is achieved.

C. Committees

The Board agrees that any work performed by individual teachers for various committees shall be voluntary and allowed for staff development credit hours, subject to approval by the Principal.

D. Track Advancement

Credits eligible for track advancement will be appropriate to the teaching and/or other responsibilities of the staff member and must be approved as such by the administration. Teachers who anticipate acquiring a sufficient number of credits to qualify for track advancement the next school year shall be required to notify the Superintendent no later than December 1 of the school year preceding the effective date of the anticipated salary advancement. The salary will be prospectively adjusted for track advancement within thirty days of receipt by the principal of qualification documentation. The salary adjustment shall be effective as of the date of submission of the qualification documentation.

ARTICLE XIII

LEAVE BENEFITS

A. Sick Leave

Each professional employee shall earn sick leave at the rate of one and one quarter (1.25) days for 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 twelve and one half (12.5) sick leave days per school year cumulative to 90 days. Those staff members who, as of July 1, 2004 have accumulated more than 90 days shall be "red circled". Sick leave shall be available for use in case of illness or disability for the staff member, including up to fifteen (15) days for members of his/her household or immediate family. For the purposes of this section, the term "immediate family" shall mean a staff person's parent, spouse or domestic partner, and natural born, adopted, or foster child. Requests for leave in excess of 15 days due to illness or disability of members of the employee's household or immediate family must be submitted to the Board for consideration. Each September, employees shall be notified in writing of their available sick leave.

B. Personal Leave

At the beginning of every school year, each employee shall be credited with three (3) paid days to be used for the employee's personal business. Any employee planning to use a personal business day or days shall notify his/her supervisor at least one day in advance, except in cases of emergency. Partial days shall not be taken. The employee shall not be required to reveal the purpose of such leave. Personal days may not be used for vacation or recreational purposes and may not be taken on the day immediately preceding or succeeding a holiday or vacation, except by prior approval which approval shall be granted if the purpose for the day is a legitimate personal business reason.

C. Bereavement Leave

The employee shall be granted a maximum of four (4) paid bereavement leave days per year for death in the immediate family. This shall be interpreted to include the spouse, domestic partner, the employee or spouse's mother, father, brother, sister, natural born, adopted, or foster child, grandchildren, and grandparents. The employee may take one (1) paid day per death to attend the funeral of any close friend or relative, upon approval of the Superintendent or designee. Unused funeral/bereavement leave shall not be cumulative.

D. Association Leave

Subject to verification by the Association President, the bargaining unit shall be entitled to three (3) personal days per year of paid leave for Association business.

E. Professional Leave

Each teacher shall be entitled to two (2) days per year of paid professional leave. The use of professional leave shall be subject to prior approval by the Superintendent or her/his designee. Additional professional leave days may be granted at the discretion of the Superintendent or his/her designee, with or without pay.

F. Jury Duty

Any employee required to serve on jury duty shall be granted leave with pay. The employee shall not be required to use another category of leave. Any fees received by the employee for jury service, excluding mileage, will be reimbursed to the District.

G. Family Leave

A staff member shall be granted up to one year of unpaid leave for purposes of family care, subject to the following terms and conditions: 'Family' for purposes of this Section shall be defined as a staff person's parent, spouse, or domestic partner, and natural born or adopted child. A written request shall be filed with Administration at least 60 days prior to the requested leave (whenever possible), informing the District of both the anticipated starting and ending dates of such leave. Such leave may include the remainder of the school year, but shall not extend beyond the end of the then current school year. A staff member on family leave pursuant to this Section shall return to his or her position on the first day of the next school year, or on the first day of a marking period, unless another date is mutually agreed upon by Administration and the staff member. Upon said return from leave, the staff member shall retain all previously accrued benefits, including sick leave and seniority. If the unpaid leave includes fewer than 94 workdays in that school year, the staff member shall be given credit on the salary schedule for that year. The staff member, at his/her expense, may continue participation in the District's health and dental insurance programs.

A staff member may request an additional year of unpaid leave for family care by filing a written request with the School Board no later than April 15 of the preceding year.

H. Other Leaves

Further leaves, paid or unpaid, may be granted at any time by the School Board or its designee upon such terms and conditions as the Board may determine.

ARTICLE XIV

INSURANCE

A. Health

The Board shall pay the following premiums for group health insurance:

	<u>Single</u>	<u>2-person/family</u>
Year 1 (2011-12)	90%	81%
Year 2 (2012-13)	90%	81%

The plans offered are: Matthew Thornton (MTB5-R3/15M1), Bluechoice (BC2T10-RX10/20/30), and Comp 1000 (C1000MC-M\$1).

Upon retirement, an employee may continue participation in a group plan until eligibility for Medicare. The retiree shall be responsible for payment of the premium.

B. Dental

The district shall provide the following percentages of the single premium for NE Delta Dental:

90% of single premium

Any staff person may elect two person or family coverage available under the plan at an additional cost, provided the cost to the district does not exceed the above percentages, with a maximum annual benefit of \$1,000.

(Plan VII)

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

C. Life Insurance

The Board shall provide a term life insurance policy for each employee, with a face value of \$20,000.

D. Long-Term Disability

The Board shall provide a long-term disability policy for each employee. The policy shall pay $66 \frac{2}{3}$ of monthly salary, up to a maximum of \$5,000 per month to age 70, with a ninety (90) day waiting period.

ARTICLE XV

SEVERABILITY

If any provision of the Agreement is found contrary to law, then such provision will not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of this agreement will continue in full force and effect. The parties shall promptly re-negotiate the subject matter relating to any provision found contrary to law.

ARTICLE XVI

PEACEFUL RESOLUTION OF DIFFERENCES

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means. Therefore, during the life of this Agreement, the Association will not sponsor nor support any strike or concerted refusal to perform work required of employees in this bargaining unit; nor, shall the Board engage in any form of lockout against employees covered by this Agreement.

ARTICLE XVII

EFFECT OF AGREEMENT

This Agreement represents the entire understanding of the parties hereto and may not be modified in whole or in part, except pursuant to the provisions of RSA 273-A and by an instrument in writing duly executed by both parties.

ARTICLE XVIII

DURATION

This Agreement shall be effective as of July 1, 2011 and continue in full force and effect until June 30, 2013. No terms of this Agreement shall be the subject of further negotiations or modifications unless both parties so agree.

ARTICLE XIX

JOB SHARING

- A. Job sharing is defined as the voluntary division of a single full-time position between two (2) persons. It is expressly understood that job sharing shall be voluntary and shall not occur if it results in the layoff or attrition from a building of a full-time position. Job sharing shall not be permitted if it prevents the re-call of a laid-off teacher.
- B. A shared job is subject to the approval of the building principal and the superintendent, based on School Board policy in any instance. Disapproval shall not be subject to the grievance and arbitration procedure. In any event, the final decision of whether or not the application for job sharing shall be approved is the District's.
- C. Job sharing must be applied for in writing by the two (2) individuals on a form to be mutually agreed upon by the parties. Applications must be submitted to the superintendent no later than March 15.
- D. Job sharing shall be effective for one (1) school year. Job sharers seeking to renew for an additional year may apply therefore under the application procedure in Section C.
- E. In the event a job-sharing is discontinued after the first year, the job sharers shall return to their originally held positions, if available.
- F. Teaching salaries shall be prorated to reflect the fraction of the position shared. The experience and educational step for the teachers shall be the same s/he would be entitled to if employed full time. This step will determine the base salary from which the salary fraction will be computed.
- G. Seniority shall be accrued on a pro-rata basis.
- H. The District will contribute an amount towards the health insurance and other benefits equal to the fraction that each is working. This section is dependent on the rules and regulations of the current health insurance carrier at the time of the job sharing arrangement. This arrangement will be done to the extent allowed by the carrier.
- I. Teacher partners will undertake joint planning for the shared position, will share responsibility for their students and will share all teaching and non-teaching duties applicable to the shared position.

**APPENDIX A
SALARY SCHEDULE**

Salary Grid 2011-2012						
Step	B	B+15	B+30	M	M+15	M+30
1	32,623	33,700	34,809	35,959	37,146	38,372
2	33,439	34,542	35,680	36,858	38,075	39,331
3	34,255	35,385	36,551	37,757	39,004	40,289
4	35,341	36,506	37,713	38,960	40,245	41,572
5	36,429	37,630	38,871	40,156	41,480	42,850
6	38,060	39,317	40,614	41,955	43,339	44,770
7	39,147	40,437	41,771	43,154	44,576	46,046
8	40,235	41,561	42,930	44,349	45,811	47,323
9	41,323	42,685	44,093	45,551	47,049	48,605
10	42,954	44,370	45,834	47,347	48,909	50,524
11	44,585	46,054	47,573	49,147	50,766	52,441
12	46,216	47,738	49,316	50,947	52,625	54,362
13	47,847	49,427	51,057	52,745	54,483	56,282
14		52,196	53,917	55,700	57,534	59,435
15			56,546	58,413	60,338	62,331

Nurse Salary Grid 2011-2012							
Step	RN	B	B+15	B+30	M	M+1	M+30
1	26,098	29,361	30,330	31,328	32,363	33,431	34,535
2	26,751	30,095	31,088	32,112	33,172	34,268	35,398
3	27,404	30,830	31,847	32,896	33,981	35,104	36,260
4	28,273	31,807	32,855	33,942	35,064	36,221	37,415
5	29,143	32,786	33,867	34,984	36,140	37,332	38,565
6	30,448	34,254	35,385	36,553	37,760	39,005	40,293
7	31,318	35,232	36,393	37,594	38,839	40,118	41,441
8	32,188	36,212	37,405	38,637	39,914	41,230	42,591
9	33,058	37,191	38,417	39,684	40,996	42,344	43,745
10	34,363	38,659	39,933	41,251	42,612	44,018	45,472
11	35,668	40,127	41,449	42,816	44,232	45,689	47,197
12	36,973	41,594	42,964	44,384	45,852	47,363	48,926
13	38,278	43,062	44,484	45,951	47,471	49,035	50,654
14			46,976	48,525	50,130	51,781	53,492
15				50,891	52,572	54,304	56,098

Salary Grid 2012-2013						
Step	B	B+15	B+30	M	M+15	M+30
1	32,949	34,037	35,157	36,319	37,517	38,756
2	33,773	34,887	36,037	37,227	38,456	39,724
3	34,598	35,739	36,917	38,135	39,394	40,692
4	35,694	36,871	38,090	39,350	40,647	41,988
5	36,793	38,006	39,260	40,558	41,895	43,279
6	38,441	39,710	41,020	42,375	43,772	45,218
7	39,538	40,841	42,189	43,586	45,022	46,506
8	40,637	41,977	43,359	44,792	46,269	47,796
9	41,736	43,112	44,534	46,007	47,519	49,091
10	43,384	44,814	46,292	47,820	49,398	51,029
11	45,031	46,515	48,049	49,638	51,274	52,965
12	46,678	48,215	49,809	51,456	53,151	54,906
13	48,325	49,921	51,568	53,272	55,028	56,845
14		52,718	54,456	56,257	58,109	60,029
15			57,111	58,997	60,941	62,954

Nurse Salary Grid 2012-2013							
Step	RN	B	B+15	B+30	M	M+1	M+30
1	26,359	29,654	30,633	31,641	32,687	33,765	34,880
2	27,018	30,396	31,398	32,433	33,504	34,610	35,752
3	27,678	31,138	32,165	33,225	34,322	35,455	36,623
4	28,555	32,125	33,184	34,281	35,415	36,582	37,789
5	29,434	33,114	34,205	35,334	36,502	37,706	38,951
6	30,753	34,597	35,739	36,918	38,138	39,395	40,696
7	31,630	35,584	36,757	37,970	39,227	40,520	41,855
8	32,510	36,573	37,779	39,023	40,313	41,642	43,016
9	33,389	37,562	38,801	40,081	41,406	42,767	44,182
10	34,707	39,046	40,333	41,663	43,038	44,458	45,926
11	36,025	40,528	41,864	43,244	44,674	46,147	47,669
12	37,342	42,010	43,394	44,828	46,310	47,836	49,415
13	38,660	43,493	44,929	46,411	47,945	49,525	51,161
14			47,446	49,010	50,631	52,298	54,026
15				51,400	53,097	54,847	56,659

APPENDIX B

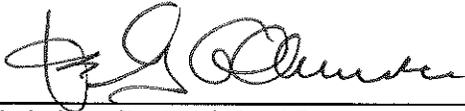
The School Board acknowledges that teachers at New Boston Central School are currently not assigned bus duty. The Board further represents that it has no current intention of changing the schedule to require an assignment of bus duty for teachers. The Board reserves to itself the right to assign bus duty in the event of circumstances beyond its control or in the event of scheduling requirements which require the supervision of students before or after the normal on-site duty requirement of teachers.

The Board agrees that it will not ask teachers to perform bus duty or change the current schedule as far as teacher bus duty assignments are concerned without meeting with representatives of the New Boston Education Association to evaluate the circumstance which are contemplated to require assignment of bus duty and without giving the New Boston Education Association reasonable notice of the anticipated assignment so that the Association may request the opportunity to bargain the impact of any new assignment of duties. To a reasonable extent, any circumstances requiring the assignment of teachers to bus duty will be scheduled to allow the minimum impact on teachers' schedules.

APPENDIX C

In unusual circumstances, individuals holding a valid teacher's certificate, with experience above step 10, may be hired at a step no lower than step 7, upon mutual agreement of the individual and the administration.

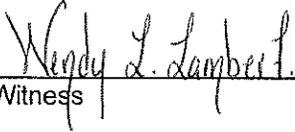
SIGNATURE PAGE



Chair, New Boston School Board

4.13.2011

Date



Witness

4/13/2011

Date



Co-President, New Boston Education Association

4/7/11

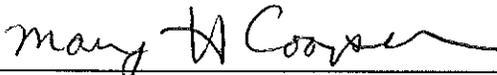
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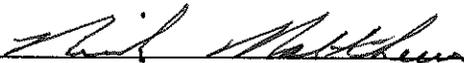
Date



Co-President, New Boston Education Association

4/7/11

Date



Witness

4/7/11

Date

