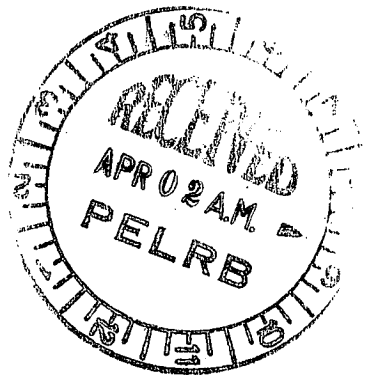

AGREEMENT BETWEEN THE

RUMNEY SCHOOL BOARD

AND THE

RUMNEY TEACHERS ASSOCIATION

July 1, 2012 – June 30, 2014

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ARTICLE ONE – RECOGNITION
JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

1.0 Jurisdiction and Authority of the School Board: The Board reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right:

(a) to direct and manage all activities of the School District and its employees;
(b) to assign and direct the work of their employees;
(c) to hire, promote, transfer, assign and retain employees in position within the School District;
(d) to suspend, demote, discharge, withhold all salary increased at the highest step or increment wage increases, whichever applies, or take any other disciplinary action against the employees;
(e) to act unilaterally including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the agreement;
(f) to maintain and direct the efficiency of government operations;
(g) to relieve employees from duties;
(h) to take actions as may be necessary to carry out the mission of the agency in emergencies; and
(i) to determine the methods, means and personnel by which operations are to be conducted, so as to continue public control of government functions.

The parties understand the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority, which, by law, is vested in him/her; and this Agreement should not be construed as to constitute a delegation of the power or authority of either. The term "law" as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.

1.1 The Board recognizes the Rumney Teachers Association, NEA-New Hampshire for purposes of collective negotiations according to RSA 273-A as the exclusive representative of all teachers of the Rumney School District, certified by the New Hampshire Public Employees Labor Relations Board.

1.2 Definitions: The following list of terms will be used frequently in this agreement and when they are used they will refer to the definitions described below unless otherwise stipulated.

1. *The term "school" means any work location.*
2. *The term "teacher" means all members of the bargaining unit as certified by the New Hampshire Public Employee Labor Relations Board (NHRSA 273-A) inclusive of full and part time certified teachers including guidance counselors. Excluding Superintendent, Assistant Superintendent, Principal, Special Education Coordinator, Nurse, Speech Therapist, Occupational Therapist and Physical Therapist.*

3. *The term "probationary teacher" means a teacher who has not achieved continuing contract status per NH RSA 189:14-a.*
4. *The term "Board" means the School Board or any of its agents.*
5. *Whenever the singular is used in this agreement, it is to include the plural.*

ARTICLE TWO – NEGOTIATIONS PROCEDURE

2.1 *All collective bargaining shall be conducted at the level of the School Board and/or its designated agent.*

2.2 *The Board will furnish to the Association upon request all such information as is needed to make reasonable proposals including but not limited to: annual financial reports; agendas and minutes of all Board meetings; Treasurer's reports; school census information; names, addresses and telephone numbers of all teachers; educational background; salary schedule placement; other stipends paid to all teachers and such other information as will assist the Association in developing constructive proposals and programs on behalf of the teachers.*

2.3 *It is agreed that personnel policies, practices and matters affecting working conditions, other than managerial policy within the exclusive prerogative of the Board, which are within scope of the employer's authority, shall not be changed or implemented without prior negotiations.*

2.4 *Any agreement reached shall be reduced to writing and signed by the Board and the Association. A copy of the agreement shall be filed with the New Hampshire Public Employees Labor Relations Board within fourteen days of the signing. The Board shall be responsible, within thirty days of the signing, for publication of the Agreement and distribution to the Association without cost.*

2.5 *The parties recognize that if the Russell Elementary School is identified as needing improvement under Federal and State law and has not met State defined adequate yearly progress goals for two (2) consecutive years, the School must develop a plan to increase performance. If the school does not make adequate yearly progress after three (3) consecutive years, additional educational services and summer school programs may be required, which could extend a teacher work day or school year or both. If the School fails to make adequate progress after four (4) years, the School could be subject to reconstitution, hiring of a private management contractor, conversion to a Charter School, or staff restructuring. In recognition of these requirements imposed by law, the Rumney Teacher's Association and Rumney School Board agree to engage in further collective bargaining to address the requirements, if necessary, imposed by law.*

ARTICLE THREE – ASSOCIATION RIGHTS

3.1 *The Board agrees that all teachers shall enjoy full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association or participation in any of its activities or the exercise of individual rights under RSA 273-A.*

3.2 *The Association and its representatives upon request and with permission of the principal shall have the right to use school buildings at all reasonable hours for meetings.*

3.3 *Representatives of the Association and their affiliates shall be permitted to transact Association business in school buildings at all reasonable times, upon request and with permission of the principal.*

3.4 *The Association and its representatives shall have the right to use school facilities and equipment upon request and with permission of the Principal.*

3.5 *The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teacher's room. The Association may use teacher mailboxes for communication.*

3.6 *The Association shall be given an opportunity at faculty meetings to present reports and announcements. Placement on the agenda must be made at least one week in advance of the scheduled meeting. The Administration will notify the Association of such meetings at least one week in advance unless there are extenuating circumstances.*

3.7 *The Association shall be given sufficient time on the agenda of the local district orientation program for new teachers to explain Association activities. Request for placement on the agenda must be received by the Administration at least one week in advance of the scheduled meeting. The Administration will notify the Association of such meetings at least one week in advance.*

3.8 *The rights and/or privileges granted to the Association in this agreement shall not be granted to any other group or organization which purports to represent any employee or group of employees covered by this agreement.*

ARTICLE FOUR – TEACHER RIGHTS

4.1 *No teacher shall be required to appear before the Board or its agents concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increments pertaining thereto, unless he has been given prior written notice of the reason for such a meeting or interview at least forty-eight (48) hours in advance, except in extraordinary cases, including but not limited to arrest or indictment and shall be entitled to have a representative of the Association present for advice and representation during such interview.*

4.2 *The Board and Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, martial status, age, or disability.*

4.3 *The Board shall not deny or restrict any right or privilege due a teacher under federal or state statute, court decision, statutory regulation or provided for specifically by the Agreement. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.*

4.4 *With respect to New Hampshire law to which this agreement is subject, attached is a copy of the recent state legislation relating to procedures and non-renewal of teacher contracts.*

4.5 *Teachers Rights as follows: The teachers shall acknowledge the review of any document to be filed in his/her personnel file by affixing their signature to each document prior to the filing of said document. A teacher shall come to the Central Office to sign documents being placed in his/her file when notified. A signature does not necessarily mean agreement. The mere act of placing a document in a personnel file is not a grievable action. However, any teacher may submit a grievance based on the content of the document.*

ARTICLE FIVE – ACADEMIC FREEDOM

5.1 *The parties agree that teachers hired prior to the 1998-1999 school year shall be guaranteed academic freedom. Academic freedom means that non-probationary teachers hired prior to the 1998-1999 school year are free to present additional instructional materials which are appropriate course content. It further means that non-probationary teachers hired prior to the 1998-1999 school year shall be entitled to freedom of discussion in the classroom on matters which are relevant to the subject matter. Teachers hired after July 1, 1998 are guaranteed academic freedom upon attaining non-probationary status.*

ARTICLE SIX – PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

6.1 *The Board agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and an appropriate waiver is granted.*

6.2 *No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and/or is not licensed to work in his/her assigned area, except this provision shall not apply in an emergency situation.*

6.3 *The teacher work day shall begin at 7:45 AM and end at 3:00 PM (except that on Fridays or on days preceding holidays or vacations or with the permission of the principal, the teacher's day shall end at the close of the pupils' day.)*

6.4 *The procedures for assigning duties will be based on grade level divisions. The teachers are responsible for developing an equitable, rotating schedule of non-teaching responsibilities.*

6.5 *Teachers may leave the building during their unscheduled time provided they notify the principal and or designee to their leaving.*

6.6 *Faculty meetings shall be held once a month, except in cases of emergencies. Meetings shall begin as soon as possible after the student day and conclude by 4:00 PM.*

ARTICLE SEVEN – INSURANCE BENEFITS AND PROVISIONS

7.1 *The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve month period each year.*

For newly hired teachers coverage will take effect September first. For teachers leaving the district, coverage will terminate on August 31.

For teachers leaving the District prior to the end of their contract, the last day of the school year, such payments will stop on the last day of the month following the month of termination. The Board has the exclusive authority to continue such payments if it deems appropriate.

7.2 *In the event that a teacher, absent because of illness or injury, has exhausted sick leave accrual, the fringe benefits contained herein shall continue throughout the balance of the contract year as defined in this document.*

7.3 *The Rumney School District will provide, on a cost sharing basis, health insurance for teachers up to and including family coverage in a Board approved health insurance plan equal and comparable to NH Local Government Center - Matthew Thornton Blue HMO Plan, MTB5R$3/15M$1 or Blue Choice Three-Tier Point of Service (POS) Plan.*

Cost sharing for the duration of the contract for Matthew Thornton is as follows:
90% District 10% Employee
Cost sharing for the duration of the contract for Blue Choice for teachers employed by the district as of June 30, 2004:
90% District 10% Employee
For teachers hired after June 30, 2004:
86% District 14% Employee

Effective June 30, 2014, Matthew Thornton Blue HMO Plan, MTB5R$3/15M$1 shall be the driver for purposes of health insurance cost sharing. If an employee selects a more costly health plan offered by the District, the Employee shall be responsible for any amount greater than the cost of 90% of the Matthew Thornton Blue HMO Plan.

7.4 *The Rumney School District shall provide a single subscription Dental Plan for all teachers. The selection of the Insurer shall be at the discretion of the Board. This is as follows: Per Delta Dental*

Coverage A: 100%
Coverage B: 80%

Coverage C: *50%*
Maximum *$1,000*
No Deductible

7.5 *Upon the death of a teacher, insurance coverage outlined in Section 7.3 shall be provided and paid for by the Board to the teacher's survivors for the remainder of the contract year.*

7.6 *The Rumney School District shall provide a Board approved term disability policy for all teachers.*

ARTICLE EIGHT – LEAVE FOR ILLNESS OR DISABILITY

8.1 *For absences caused by illness, physical disability or medical consultation each teacher, upon initial employment, shall be granted fifteen (15) days of paid leave per year accumulative to one hundred twenty (120) days. Teachers shall be given a written accounting of their accumulated sick leave at the beginning of each school year. This benefit pertains to sickness of a teacher, his/her spouse and his/her children.*

8.2 *Sick Leave Bank: In the event of catastrophic illness, a teacher may obtain sick leave from the Sick Leave Bank based on the following conditions:*

1. *Present sick leave accumulation is exhausted.*
2. *Catastrophic illness will have medical documentation.*
3. *Voluntary contributions will be accepted and recorded in September with a maximum of three days for each full-time teacher and a pro-rated amount for part-time teachers.*
4. *A committee consisting of two teachers (elected by the faculty) and a School Board member will review all applications and forward a recommendation to the Superintendent of Schools.*
5. *The committee will establish a limit to the amount any one teacher is entitled to.*
6. *The bank will be cumulative to sixty (60) days.*
7. *A teacher does not have to be a member of the Sick Leave Bank, but must be a teacher of the District.*

ARTICLE NINE – TEMPORARY LEAVES OF ABSENCE

9.1 *Teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year.*

A) *Personal Leave: Each teacher hired prior to July 1, 1998 shall be entitled to three (3) days per year and each probationary teacher hired after July 1, 1998 shall be entitled to one (1) day per year, non-cumulative; however, the principal must receive advance notice unless extenuating circumstances prohibit such notice. Teachers hired after July 1, 1998 shall be entitled to three (3) days upon attaining non-probationary status.*

B) *Professional Days: A minimum of four (4) days for non-probationary teachers and three (3) days for probationary teachers for the purposes of visiting other schools, attending meetings, conferences, or other educational events. Prior approval by the school principal is required and a written professional day summary must be filed with the superintendent within one week. Teachers hired after July 1, 1998 shall be entitled to four (4) days upon attaining non-probationary status.*

C) *Teachers covered by this agreement will be given up to three (3) paid days to attend to matters of death or funerals, of immediate relatives or members of the teacher's household. Immediate relative is herein defined as: husband, wife, father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, grandmother, grandfather, and grandchild. The Board will consider a written request for bereavement days for an aunt/uncle. All Board decisions are non-precedent setting and outside of the grievance process.*

D) *Jury Duty or Witness Service: A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duties for the actual time involved in said service and will continue to receive his/her salary. Any compensation, excluding mileage, received by a teacher from the court shall be returned to the District.*

ARTICLE TEN – EXTENDED LEAVES OF ABSENCE

10.1 *A leave of absence without pay shall be granted to a teacher for the purpose of childbearing or adoption. The portion of a leave taken by a teacher due to diagnosed disability resulting from pregnancy, miscarriage, or child birth shall be charged to available sick leave and the teacher shall be compensated, therefore, in accordance with Federal Law.*

10.2 *Child Rearing Leave: Any non-probationary teacher who becomes an adoptive or natural parent shall be granted a leave of absence not to exceed one year without pay for the purpose of rearing the child.*

10.3 *Health: In those instances where a teacher's health warrants it and after accumulated sick leave and available sick bank days have been exhausted, a health leave shall, after one year of service be granted without pay for up to a maximum of one year plus the unfinished year in which the leave begins.*

10.4 *Teachers who have served six (6) years in the Rumney School District shall be entitled to one (1) year personal leave, without pay or benefits during the period of leave. The teachers may purchase benefits at their expense to continue coverage during the leave.*

10.5 Sabbatical:

1) *Teachers who have been employed for six (6) consecutive years by the Rumney School District may be granted, at the discretion of the Board, a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement is limited to attending a college, university, or other approved program. The teacher shall sign a contract agreeing to teach at the Russell School for a one (1) year period following the end of the sabbatical leave.*

2) *Request for sabbatical leave must be received by the Superintendent in writing prior to November 1st of the year preceding the request leave year. A duplicate copy will be given to the building principal. Action must be taken on all such requests no later than sixty (60) days from the receipt of the request.*

3) *During said sabbatical leave, the Board will continue payment for all insurances covered under this agreement. Professional development monies will continue to be available to the individual. Upon return from sabbatical the teacher will be assured the same position he/she held prior to the leave.*

4) *If granted, during the sabbatical leave, the teacher will be considered to be in the employ of the District and shall receive one-half (1/2) salary if the leave is for a full year or full salary if the leave is for a half year.*

5) *Decisions regarding granting of sabbaticals are at the sole discretion of the Board and cannot be grieved. Any exceptions to this Article are not to establish precedent.*

10.6 General Provisions:

A) *The Board may, on the request of the teacher, extend any leave that has been granted to a teacher. Approval of all extended leave is conditional upon the District's ability to obtain appropriate staffing to maintain the educational program of Russell School.*

B) *Upon return from any leave under Articles 10.1, 10.2, 10.3 a teacher shall be assigned to the same position. Upon return from any leave under Articles 10.4, 10.5, 10.6A a teacher shall be assigned to the same or similar position which he or she is already highly qualified for.*

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

ARTICLE ELEVEN – PROFESSIONAL IMPROVEMENT

11.1 *The parties support the principle of continuing training of teachers such as participation by teachers in professional organizations, in areas of specialization, leaves for work on advanced degrees or special studies, foreign travel and participation in community, state and federal educational projects.*

11.2 *Professional Development: The Rumney School District will pay up to the cost of four (4) graduate credits in the University System of New Hampshire or up to five (5) graduate credits in the University System of New Hampshire if the teacher is matriculated in an advance degree program, for graduate courses, conferences, workshops or seminars for each teacher subject to the approval of the Superintendent and board. Reimbursement for unique expenses that provide direct benefit to Russell School may be applied for the Board.*

The Board will prepay approved workshops, under $250.00, with a purchase order and 30 day notice.

ARTICLE TWELVE – COMPENSATION

12.1 *The basic salaries of teachers covered by this agreement are set forth in the Appendices which are attached to and incorporated into this agreement.*

The Salary Grid is a tool used for the placement and movement for current and future teachers of the District.

All new hires will be placed on the appropriate step based on years of experience in relation to a current member of the staff. The highest initial placement for a new hire as of July 1, 2010 is step 13 for the first year. Thereafter they are to receive the cost of living adjustments.

Teachers will advance one step, from their current placement each year for the duration of the contract. Teachers shall receive a COLA adjustment of $600 increase for the 2012 – 2013 that shall become part of the teacher's annual base wage as the basis for future negotiated increases.

Teachers shall receive a COLA adjustment of $900 increase for 2013 – 2014 that shall become part of the teacher's annual base wage as the basis for future negotiated increases.

Teachers that fall outside the Salary Grid will also be eligible for horizontal educational track movement at the same dollar amounts found on the salary schedule ($1,500 for each track advancement.)

The additional Track increases will become part of the Teacher's Annual Base wages.

12.2 *When the accumulated number of semester hours beyond a salary step reaches the next track on the salary schedule, the teacher shall be placed on the track which reflects the accumulation of approved credits upon presenting evidence*

of same. For budget purposes, the Superintendent of Schools shall be notified in writing on or before November 1st of the anticipated placement of individual teachers. All documentation (evidence) supporting a track change must be received by September 30 of the ensuing year following notification.

12.3 *Placement on the salary schedule of teachers entering the District shall be based on degree status and years of teaching experience before entering this District. These factors shall be assessed by the Superintendent and School Board and this shall serve as the basis for placing an incoming teacher on an appropriate step on the salary scale. The highest first year placement for teachers entering the District after June 30, 2007 is Step 13.*

12.4 *No incoming teacher will be placed on the scale at a higher salary than that of a teacher presently in the system with equivalent training and experience. The highest first year placement for teachers entering the District after June 30, 2007 is Step 13.*

12.5 *Co-Curricular Compensation*

Teachers are encouraged to participate in the co-curricular activities in the school. Compensation for supervising major activities approved by the School Board shall be according to the following schedule:

Category A - $750.00 - $900.00	*per activity based on experience as determined by the board*
Category B - $500.00 per activity	
Category C -$250.00 per activity	
Category D-$150.00 - $250.00	*per activity based on experience as determined by the board*

New co-curricular positions created by the Board during the term of this Agreement will be placed in one of the Categories designated for compensation by the Board.

All co-curricular positions will be offered within the district for a period of ten (10) days before seeking outside applicants. If a qualified employee is interested in the open co-curricular position they will be offered the position.

CO-CURRICULAR CATEGORIES:

A. Athletic Coordinator

Basketball (per team)	*Soccer (per team)*
Baseball (per team)	*Softball (per team)*
Field Hockey (per team)	*Grade 8 Class Advisor*
Play Coordinator (per play)	

B. Yearbook Coordinator	*Outing Club (grades 1-4 & 5-8)*
Newspaper Advisor	*Computer Club Advisor*
Student Council Advisor	*Winter Program*

C. Literacy Month Coordinator	*Oratorical Coordinator*

Science Activity Coordinator *Geography Bee Coordinator*
Math Counts Coordinator *Spelling Bee Coordinator (grades 1-4 & 5-8)*

D. Assistant Coaches: if the board, in its sole discretion, adds an Assistant Coach to any activity.

Each activity will be given guidelines created by the administration and a representative selected by the Association. These will have specific descriptions including outlines, goals, methods and schedule details. Such descriptions will be made available to candidates prior to the acceptance of any position.

12.6 Longevity:

Full-time teachers hired prior to July 1, 1998 shall have added to their contracts the following stipends:

After 5 consecutive years	*$200.00*
After 10 consecutive years	*$400.00*
After 15 consecutive years	*$650.00*
After 20 consecutive years	*$950.00*
After 25 consecutive years	*$1,300.00*

Full-time teachers hired after July 1, 1998 will be ineligible for the aforementioned longevity schedule. The following schedule will replace that schedule for those teachers hired after July 1, 1998:

This is a one time recognition as each employment milestone worked at the Russell School is attained, the following stipends will be awarded:

After 10 years	*$1,000.00*
After 15 years	*$1,500.00*
After 20 years	*$2,000.00*

These amounts will also be pro-rated for part-time teachers. Maternity leave will be counted as part of the total time of service at the school for the purpose of determining eligibility for longevity pay. (One full year will be considered at least 160 contract days except in extenuating circumstances as reviewed by the Board.)

*(Teachers hired prior to July 1, 1998 have a **one time option** to elect to change to the new program. For budget purposes the decision to change must be made in writing to the Board on or before **June 30, 1998.** If no change is requested the teachers hired prior to July 1, 1998 shall remain in their current longevity plan.)*

12.7 Upon retirement with a minimum of 10 years but less than 20 years of service in the District $1,000.00 will be paid to the retiring teacher.

With 20 years of service or more, the retirement benefit will be $5,000.00.

This amount will be pro-rated for part-time teachers. Notice of retirement must be made by November 1st for payment to be made in July of the following year.

This is for budgetary purposes. Otherwise payment will be delayed through another fiscal period. (Payment may be made earlier at the Board's discretion.)

Example: If notice to retire for June 2008 is made on or before November 1, 2007 the payment will be made on or before July 31, 2008. However, if notice to retire for June 2008 is made after November 1, 2007, such as March 31, 2008, then payment will be made on or before July 31, 2009.

ARTICLE THIRTEEN – GRIEVANCE PROCEDURE

13.1 Definition:

1) A "grievance" shall mean a complaint by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract.

2) A "grievant" is the person or persons making the complaint.

3) The term 'days' when used in this Article shall, except where otherwise indicated, mean school days; except the end of the school year when they shall be Monday through Friday, excluding holidays.

4) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.

13.2 Initiation and Processing: Any unit member who claims to be aggrieved shall first discuss the problem with the lowest appropriate supervisors within ten (10) days of the treatment, act or the initiating of a condition which is the basis of the claim, with the object of resolving the matter informally. Any such informal resolution of a grievance shall be consistent with this agreement. If no informal resolution has been reached within the ten (10) day period, the aggrieved party may initiate a formal grievance by submitting the matter to the next higher authority within ten (10) school days of the expiration of the aforementioned ten (10) day period. The written grievance shall specify: 1) the nature of the grievance; 2) the provisions of the contract violated, and 3) a relief sought. The supervisor with whom the grievance has been filed shall render a decision in writing within five (5) days.

13.3 The grievant may appeal a decision in writing to each higher authority in turn. The sequence shall be, starting at the lowest appropriate level: Level I, immediate supervisor or Principal, Level II, Superintendent, Level III, School Board. At the Superintendent and School Board level, hearings shall be held and they shall be within the time limits spelled out in this Article. Decisions below the Board level shall be rendered in writing within five (5) school days and may in turn be appealed within (5) days. The School Board shall have twenty-five (25) school days in which to render its decision in writing.

13.4 If the grievant is dissatisfied with the determination of the School Board, he/she may, within five (5) days so notify the Association which may then initiate advisory arbitration by submitting to the board a written notice of its intent to arbitrate. The parties shall then initiate a request for arbitration pursuant to the rules of the American Arbitration Association.

13.5 The arbitrator so mutually selected will confer with representatives of the Board and the Association and hold a hearing promptly and will issue a decision on a timely basis. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from this Agreement, the teachers' contract or policy of the Board.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be advisory only and shall not be final and binding on the Board. The Board and Association shall share equally all costs of the arbitrator.

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

13.7 All meetings and hearings under this procedure shall be conducted in non-public session and shall include only such parties in interest and their designated representatives.

13.8 Time limits on decisions and appeals may be extended upon mutual agreement by the parties.

ARTICLE FOURTEEN – SUBSTITUTES

The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers will make their best effort to report absence by 6:00 AM. Teachers must report absence by 6:30 AM at the latest. Consideration for family emergencies is given. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be only in emergencies.

ARTICLE FIFTEEN – TEACHER EMPLOYMENT

15.1 Notice of Vacancies:

1) Notices of vacancies will be posted on the official bulletin board in the school and sent to the Association as soon as the administration is aware of the existence of such vacancies.

2) *Such notices shall contain the date of the posting, a description of the position, requirements of the position, name of the person to whom the application is to be returned and date by which the application is to be returned.*

3) *Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent not later than March 1.*

15.2 *Requirements: The Board agrees, with all things being equal, to give teachers in the district first priority when filling vacancies in the district.*

15.3 *Transfers and Reassignments: The Board will consult with the teacher prior to making any transfer but retains the right to make the final decision.*

ARTICLE SIXTEEN – EVALUATION

16.1 *Teachers not being nominated or re-elected shall be notified in writing on or before April 15 (RSA 189:14a)*

16.2 *The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both probationary and non-probationary teachers for the purpose of improving instruction.*

16.2-1 *All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The sole purpose of observation is to improve instruction. Therefore, observations are to be followed up as soon as possible by a conference to constructively review the teacher's performance in an effort to improve the effectiveness of the teacher. Probationary teachers may be observed during the month of September.*

16.2-2 *Observation of probationary teachers:*

1) *Observations of probationary teachers shall be conducted at least three (3) times during the school year.*

2) *The written report of each observation shall be discussed in detail with the teacher within seven (7) school days after the observation. The teacher and observer shall acknowledge the review of all reports by affixing their signatures to each report prior to the filing of said reports. A signature does not necessarily mean agreement.*

3) *No probationary teacher will be formally observed twice in the same day.*

4) *Teacher observations during the last period on Fridays will be avoided unless circumstances make it necessary.*

16.2-3 *Periodic observations of all non-probationary teachers shall be conducted at least once during the school year. The same observation procedures as detailed for probationary teachers shall be followed for non-probationary teachers.*

16.2-4 *In the event the teacher feels their evaluation was incomplete or unjust, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file within ten (10) school days of the post conference.*

16.2-5 *During the first three (3) weeks of school, the administration shall orient all teachers new to the district regarding evaluative procedures and instruments.*

16.3 *Each teacher will have the right upon request and in the presence of the Superintendent of Schools or their designee to review and copy the contents of their complete personnel file, with the exception of confidential references and recommendations. A teacher will be entitled to have a representative of the Association accompany them during such review. Teachers shall provide at least twenty four (24) hours notice for review of their personnel file.*

16.3-1 *The teacher will acknowledge the review of such material by affixing their signature to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and that answer shall be reviewed by the Superintendent and attached to the file copy.*

ARTICLE SEVENTEEN – FAIR TREATMENT

17.1 *Notifications of Deficiencies: The Board, in recognition of the concept of progressive improvement, shall promptly notify a teacher in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period of correction.*

17.2 *Right to Representation: When the teacher has been suspended with pay, they shall be entitled to have present a representative of the Association when being disciplined for an infraction of rules or delinquency in professional performance. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the Association is present.*

17.3 *Just Cause: A teacher shall not be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated with written notice required by NH RSA 189:14 a-III, reduced in rank or compensation, or deprived of any professional advantage without just cause. The only exception shall be the non-renewal of a probationary teacher. A probationary teacher is a teacher who has not achieved continuing contract status per NH RSA 189:14 a-III. All information forming the basis for disciplinary action will be made available to the teacher and, if authorized in writing by the teacher, to the Association.*

An adverse evaluation shall meet the standard of "just cause" when the evaluator has conducted a minimum of three (3) observations of the teacher within a school year, articulates reasons in writing to explain and support the adverse evaluation, and follows the process provided in Article 16.2

17.4 *Suspension:*

A) *In accordance with RSA 189:31, the Superintendent may suspend a staff member with pay, pending action by the Board. Such School Board action shall occur within thirty (30) days of the date of the suspension.*

B) *Because such action could only follow the most grave situation, the Superintendent shall file written charges with the School Board and shall forward copies of the charges to the suspended staff member, the President of the Association and the Chair of the Association Grievance Committee or designee, by certified mail. The identity of the President of the Association, the Chair of the Association Grievance Committee and/or designee shall be provided to the Superintendent as changes occur.*

17.5 *Complaints: Any complaint regarding a teacher made to any member of the administration by a parent, student, or other person who may be used in any manner in evaluating a teacher shall be promptly investigated by the administration. The teacher shall be given an opportunity to respond to and meet with the person making the complaint, if possible, in order that they may respond to the complaint. The teacher shall acknowledge that they had the opportunity to review such complaint by affixing their signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent or his/her designee and attached to all copies. Unsubstantiated complaints shall not be placed in a teacher's file.*

ARTICLE EIGHTEEN – SCHOOL CALENDAR

The Rumney School year shall be consistent with State law and the School Administrative calendar; i.e. 180 instructional days, six (6) in-service days according to the School Administrative calendar, and three (3) days allocated to inclement weather and/or unexpected circumstances. There shall be seven (7) in-service days for 2013 – 2014.

The last student instructional day will be a half-day for teachers and students. One of the student instructional days will be extended until 8:00 p.m., with student classroom instruction until noon and parent/teacher conferences in the afternoon and evening.

No more than one (1) day prior to the start of the instructional school year may be used for SAU activities. One (1) of the in-service days, prior to the start of school, will be designated as a workshop and teacher training day. Teachers may provide a list of topics for this day, prior to June 1st.

The two (2) in-service days (three (3) in 2013 – 2014) will be set by the Administration, before, during, or at the end of the school year, for workshops and training.

The remaining two (2) pre-instructional year days shall be used for classroom preparation, and/or building activities.

The three (3) days allocated to inclement weather and/or unexpected circumstances, to the extent not used, will shorten the school year.

ARTICLE NINETEEN – DURATION & SIGNATURE PAGE

The period of this contract will cover July 1, 2012 through June 30, 2014. This agreement between the Rumney School Board and the Rumney Teachers is signed this _____ day of _____ 2012.

Kathy Schultz
Board Representative

Joseph G. Harris
Teacher Representative

Gerard J. Philbrook
Board Representative

Shelley Hancock
Teacher Representative

SALARY SCHEDULE
2012 – 2014

2012/13	Includes $600 COLA		Off Steps $600	
Step	BA	BA+15	BA+30/MA	MA+30
1	32,100	33,600	35,100	36,600
2	32,800	34,300	35,800	37,300
3	33,500	35,000	36,500	38,000
4	34,200	35,700	37,200	38,700
5	34,900	36,400	37,900	39,400
6	35,600	37,100	38,600	40,100
7	36,300	37,800	39,300	40,800
8	37,000	38,500	40,000	41,500
9	37,700	39,200	40,700	42,200
10	38,400	39,900	41,400	42,900
11	39,100	40,600	42,100	43,600
12	39,800	41,300	42,800	44,300
13	40,500	42,000	43,500	45,000

2013/14	Includes $900 COLA		Off Steps $900	
Step	BA	BA+15	BA+30/MA	MA+30
1	33,000	34,500	36,000	37,500
2	33,700	35,200	36,700	38,200
3	34,400	35,900	37,400	38,900
4	35,100	36,600	38,100	39,600
5	35,800	37,300	38,800	40,300
6	36,500	38,000	39,500	41,000
7	37,200	38,700	40,200	41,700
8	37,900	39,400	40,900	42,400
9	38,600	40,100	41,600	43,100
10	39,300	40,800	42,300	43,800
11	40,000	41,500	43,000	44,500
12	40,700	42,200	43,700	45,200
13	41,400	42,900	44,400	45,900

NH RSA 189:14-a Failure to be Renominated or Reelected.

I. *(a) Any teacher who has a professional standards certificate from the state board of education and who has taught for one or more years in the same school district shall be notified in writing on or before April 15 or within 15 days of the adoption of the district budget by the legislative body, whichever is later, if that teacher is not to be renominated or reelected, provided that no notification shall occur later than the Friday following the second Tuesday in May.*

(b) Any such teacher who has taught for 3 consecutive years or more in the same school district and who has been so notified may request in writing within 10 days of receipt of said notice a hearing before the school board and may in said request ask for reasons for failure to be renominated or reelected. For purposes of this section only, a leave of absence shall not interrupt the consecutive nature of a teacher's service, but neither shall such a leave be included in the computation of a teacher's service. Computation of a teacher's service for any other purposes shall not be affected by this section. The notice shall advise the teacher of all of the teacher's rights under this section. The school board, upon receipt of said request, shall provide for a hearing on the request to be held within 15 days. The school board shall issue its decision in writing within 15 days of the close of the hearing.

II. *Any teacher who has a professional standards certificate from the state board of education and who has taught for 3 consecutive years or more in any school district in the state shall, after having taught for 2 consecutive years in any other school district in the state, be entitled to all of the rights for notification and hearing in paragraphs I(b), III, and IV of this section.*

III. *In cases of nonrenomiation because of unsatisfactory performance, the superintendent of the local school district shall demonstrate, at the school board hearing, by a preponderance of the evidence, that the teacher had received written notice that the teacher's unsatisfactory performance may lead to nonrenomination, that the teacher had a reasonable opportunity to correct such unsatisfactory performance, and that the teacher had failed to correct such unsatisfactory performance. Nothing in this paragraph shall be construed to require the superintendent or the school board to provide a teacher with remedial assistance to correct any deficiencies that form the basis for such teacher's nonrenomination.*

IV. *In all proceedings before the school board under this section, the burden of proof for nonrenewal of a teacher shall be on the superintendent of the local school district by a preponderance of the evidence.*

NH RSA 189:14-b Review by State Board.

I. *A teacher aggrieved by such decision may request the state board of education for review thereof. Such request must be in writing and filed with the state board within 10 days after the issuance of the decision to be reviewed. Upon receipt of such request, the state board shall notify the school board of the request for*

review, and shall forthwith proceed to a consideration of the matter. Such consideration shall include a hearing if either party shall request it. The state board shall issue its decision within 30 days after the request for review is filed, and the decision of the state board shall be final and binding upon both parties. A request for review under this section shall constitute the exclusive remedy available to a teacher on the issue of the nonrenewal of such teacher.

II. *The state board of education shall uphold a decision of a local school board to non-renew a teacher's contract unless the local school board's decision is clearly erroneous.*