# **Master Agreement**

**Between** 

# THE ALTON TEACHERS' ASSOCIATION

and

# THE ALTON SCHOOL BOARD

Effective: July 1, 2020 through June 30, 2023

Voter Approved: March 10, 2020

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# **ALTON SCHOOL DISTRICTS**

# **OVERVIEW**

This agreement is entered into in order to foster harmonious, open, and cooperative relations between the Alton School Board and those persons represented by the Alton Teachers' Association.

It is the further purpose of this agreement to assure the orderly operation of the Alton School System and to provide conditions of employment, which shall include:

- a) Proper facilities and equipment for students and teachers alike,
- b) Avoidance of discriminatory treatment, coercion, reprisal against or interference with teachers in the performance of their duties.

# ARTICLE I RECOGNITION AND DEFINITIONS

# 1.1 RECOGNITION:

The Alton School Board (hereinafter called the "Board") recognizes the Alton Teachers' Association, affiliated with the NEA/NH, (hereinafter called the "Association") as the exclusive representative, in accordance with RSA 273-A, for all certified classroom teachers from pre-Kindergarten through grade 8, media generalist, reading teachers, and guidance counselors, excluding all others, including but not limited to principal, assistant principal, allied health professionals, secretaries, aides, custodians and school lunch personnel employed by the Alton School District (hereinafter called the "District"). The Association will represent equally all those for whom it has been so certified as the representative without discrimination and without regard to membership in the Association.

Nothing contained herein shall be construed to deny any individual's rights guaranteed them under applicable State and/or Federal laws.

# 1.2 DEFINITIONS:

As used in this agreement, the term "Teachers" shall refer to all those certified to be represented by the Association in accordance with RSA 273-A. The term "Board" shall refer to the Alton School Board. Part-time teachers are defined as those working less than 37.5 hours per week for the full school calendar year. All salary and benefits for part-time teachers shall be pro-rated.

The term "Association" shall refer to the Alton Teachers' Association, affiliated with NEA/NH.

The term "Parties" shall refer to the Board and the Association.

The term "Principal" shall refer to the Principal of the Alton Central School.

The term "Association Representative" shall refer to the duly designated representative of the Association.

# ARTICLE II WORKING CONDITIONS

# 2.1 WORKING CONDITIONS:

- **2.1.1** Teachers will ordinarily be expected to report to work at 7:30 am and they will remain until 3:15 pm, except whenever additional time is required to carry out their professional obligations. Unless notified by 10:00 A.M. by the Principal, teachers may leave after the buses have left on Fridays and the day preceding a holiday. As professionals, teachers will devote the time necessary to accomplish their duties. Said duties may include evening events which pertain to subject/grade assignment. The Association agrees that such employees' day is not necessarily coterminous with that of the pupil.
- **2.1.2** As part of their professional responsibilities, teachers may be required to remain after the dismissal of students for a period of time, generally not to exceed one hour after students are dismissed, to attend departmental, school, staff meetings, or conferences with the administration. Every consideration will be given to limit the number of scheduled meetings to four (4) per month. Teachers will be notified except in emergency situations of such meetings and the general subject matter at least forty-eight (48) hours in advance of the meeting.
- **2.1.3** Teachers are expected to obligate the time needed to carry out their professional obligations to the students and parents. This obligation may include scheduled evening events (such as but not limited to Kindergarten and grade 8 celebration, academic fairs, open house, spring and winter concerts). However, a twenty-four (24) hour notice will be required of a parent, whenever practicable, in order to schedule an appointment after school with a teacher. The school calendar shall consist of 185 work days: a maximum of one hundred and eighty (180) instructional days and the remainder as in-service workshop days. New staff will be required to attend two additional training days during the first year of employment.
- **2.1.4** In preparation for presenting a proposed school calendar to the Board for approval, the Superintendent, or designee, will meet with a designated representative of the Association in order to have input from the professional staff. The Association acknowledges that the final responsibility for determining the school calendar rests with the Board.
- **2.1.5** Teachers/grade level teams will recommend to the Superintendent and upon Board approval team representatives from lower elementary (grades K-2, 3-4), middle elementary (grades 5-6), middle school (grades 7-8), and specialists to meet with administration on a monthly basis. These meetings will be used as a conduit for continuous and open communication between the teaching staff and the administration. Agendas will be mutually developed by administration and team representatives. Team representatives shall receive

an \$800 (eight hundred dollars) stipend paid half the first pay period in December and half the last pay period in June.

# 2.2 LUNCH AND PREPARATION

- **2.2.1** Except in emergency situations, teachers shall have a duty-free, uninterrupted lunch period of at least twenty (20) minutes for lunch each day.
- **2.2.2** Teachers in grades Pre-K-8 shall have no less than two hundred and fifty (250) minutes of preparation time per normal week of school. The district will schedule teachers in grades pre-K-8 no less than one preparation period per day. To the extent possible, the district will attempt to schedule teachers in grades 7-8 and special teachers five (5) instructional classes per day.

# ARTICLE III TRANSFERS, ASSIGNMENTS, REASSIGNMENTS, LAYOFFS AND RE-EMPLOYMENT

- **3.1** Information regarding vacancies will be posted in the teachers' room when the vacancies occur.
- 3.2 Teachers who desire a change in employment position for the next school year shall file a written statement with the Principal no later than ten working days after their signed contract has been submitted for the following school year and/or after the posting of an available position. Said statement shall include the position, grade and/or subject to which the teacher requests reassignment, in order of preference. In making his/her recommendation, the Superintendent shall consider among other factors deemed relevant, the teacher's qualifications and system-wide balance of experience and inexperience. The final decision pertaining to a teacher's assignment shall be that of the Board, upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the teacher involved.
- **3.3** In the event of a change of assignment, every effort shall be made to so inform the teacher before the end of the school year, but in no case later than August 1. In the event of a change of assignment and upon the request of the teacher, a consultation with the Superintendent or his/her designee shall be held.

# 3.4.1 LAY-OFFS:

In the event of a cutback in the program or decrease in pupils, the Board shall layoff the necessary employees in a way that is deemed to be in the best interest of the school and equitable to the staff. The Superintendent shall, in submitting recommendations for Board action, consider among the factors he or she deems relevant, seniority and a teacher's qualifications and evaluations in the district. It is recognized by all parties that the education of the students must be the overwhelming consideration.

#### 3.4.2 RE-EMPLOYMENT:

In the subsequent event of expanded or additional programs, or other vacancies caused by resignations or retirements within twenty-four (24) months of a layoff, those persons who have been laid off will be given the opportunity to be rehired for the reopened positions. Qualified teachers shall be recalled in the reverse order in which they were laid off. It is the responsibility of the individual who has been laid off to notify the SAU #72 of any changes in address during the twenty-four (24) month period. Teachers must respond to an opportunity to be rehired within fourteen (14) days of the date of the mailing of the recall letter from the SAU #72 Office. Failure to respond within 14 days shall constitute a waiver by the teacher of all rights to re-employment.

# ARTICLE IV CERTIFICATION, SUBSTITUTES AND PROFESSIONAL IMPROVEMENT

#### 4.1 CERTIFICATION:

Teachers shall be certified by the New Hampshire Department of Education or granted a waiver by the State Department of Education.

# 4.2 SUBSTITUTES:

Every effort shall be made to provide substitute teachers for all classroom teachers when they are absent from school. Only in emergency situations will teachers be asked to serve as substitutes. If a teacher does substitute for another staff member, he/she will be reimbursed 1/7 of the current substitute pay for each period covered.

#### 4.3 PROFESSIONAL IMPROVEMENT:

**4.3.1** The Board will reserve an amount not less than \$2,000.00 for each teacher for professional improvement. The Board will pay, in advance, the full tuition costs and laboratory fees to a maximum of \$2,000.00 per teacher per year for courses, workshops, or seminars, professional organization fees/dues, travel, and professional subscriptions, approved in advance by the Superintendent or his/her designee.

The Board agrees to prepay the full amount of graduate courses/workshops with the provision that the difference between the courses' and/or workshops' costs and \$2,000.00 or balance thereof will be deducted from the teacher's last paycheck. This option will be initiated upon the written request of the teacher. Written authorization will be given to the district to deduct the differences from the teacher's last paycheck.

Teachers who are enrolled in an accredited Graduate Degree program that is related to the teacher's assignment, may notify the Superintendent in writing by October 1 for the following school year, of their intent to take Graduate classes. Up to six (6) UNH in-state Graduate credits will be prepaid for the requested school year (July-June). If a teacher does not complete the course or fails to make a grade of (B) or better, he/she will have the amount that was paid in advance, deducted from their last check. The teacher will give written authorization to the district to deduct the amount that was paid in advance. An official transcript must be provided to the SAU upon completion.

The Board will only pay lodging expenses for conference/workshops lasting two or more days and that require traveling sixty (60) miles or more from the employee's residence.

A waiver to the two-day requirement may be requested and approved at the discretion of the Superintendent.

- **4.3.2** All courses, which it is the intent of the teacher to use for salary incrementation, shall be submitted to the Superintendent for approval. The Board shall be under no obligation to grant salary credit for any course, which has not been approved.
- **4.3.3** Approvable courses shall be graduate-level courses and shall be either subject matter or professional education courses that relate to the teacher's assignment. Courses presented for approval should have a specific description. Completed courses presented for salary incrementation must be accompanied by official transcripts or credentials from the institution at which they were taken indicating successful completion. For those applying for the Master's Degree Schedule, it will be necessary only to submit to the Superintendent certification from an approved institute to the awarding of the degree. An approved institution shall mean one that is approved by the Regional Association of Colleges and Secondary Schools and/or by the State Board of Higher Education.
- **4.3.4** If a teacher does not complete the course or fails to make a grade of (B) or better, he/she will have the amount that was paid in advance, deducted from his/her last check. The teacher will also give written authorization to the district to deduct the amount that was paid in advance.
- **4.3.5** Courses/workshops approved and taken during the summer will not be prepaid. Reimbursement will be made to the teacher only if the teacher returns to the Alton school system in the fall.
- **4.3.6** Professional staff members who have exhausted their allotment of reserved professional development monies may apply for funds up to a total cost of \$1,500 additional reimbursement from the budgeted unencumbered professional development funds for graduate level courses from regionally/nationally accredited institutions. Request for funds shall be submitted to the Superintendent no later than May 31 of the contract year. Requests will be awarded equitably to all who apply based on the remaining unencumbered professional development funds available in the general budget on June 30 of the contract year.

All funds not encumbered by 30 June of the contract year will be returned to the school district.

**4.3.7** The Superintendent or his/her designee shall, in the first instance, exercise judgment under the provisions of this section and said judgment shall be subject to direct appeal to the Board. The Board's judgment shall be final and not subject to the grievance procedure of this agreement.

<b>4.3.8</b> Teachers may use professional development monies to pay for New Hampshire recertification costs.				

# ARTICLE V EVALUATIONS AND TEACHERS' FILES

# 5.1 EVALUATIONS:

**5.1.1** The purpose of observations and evaluations is to help the teacher, thus all observations and evaluations shall be made in accordance with the evaluation procedure established by the Board. All observations of teachers for the purpose of evaluation shall be conducted in person and with the full knowledge of the teacher. The teacher shall have the right to append remarks to the formal report within five (5) business days of its receipt and any and all such remarks shall be included in the teacher's file. No evaluation report shall be included in the teacher's file, be sent to the central administration, or otherwise acted upon without the teacher having been given an opportunity to review such evaluation.

Teachers having reached 5 years of service with the district will be formally evaluated at least once every three (3) years. Additional evaluations will be at the discretion of the Superintendent.

#### 5.2 PERSONNEL FILES:

- **5.2.1** No material referring to a teacher's conduct, service, or character shall be placed in their personnel file unless such teacher is knowledgeable of the material and is given a dated copy.
- **5.2.2** Upon request, teachers shall be given access to their individual personnel file with 24 hours' notice during regular business hours. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in their individual file at the expense of the teacher. No material will be removed prior to the teacher's inspection of his/her individual personnel file. Material will be removed from the files and destroyed by mutual consent of the teacher, the person responsible for the information and the Superintendent; or when a teacher's claim that it is inaccurate, untrue, or unproven is sustained, pursuant to the grievance procedure. Teachers shall have the right to attach an explanation or rebuttal to any material that they believe is unfavorable to them.

# 5.3 EMPLOYMENT:

Preparation and years of experience for newly employed or re-instated teachers shall be computed by the Superintendent and the School Board for placement on the salary schedule. Candidates for new employment will be shown a current salary schedule prior to employment. The District shall provide the Association president or designee a list of new hires by September 30 of each year with their step and track.

# 5.4 TRANSPORTING CHILDREN:

Teachers will not, except under emergency situations, be expected to transport children with the exception of teachers having the duty of transporting students as part of their normal assignment.

# 5.5 NOTICES AND ANNOUNCEMENTS:

All official school notices and announcements will be posted on a designated bulletin board or distributed to each individual teacher in the building.

# 5.6 DISCIPLINARY ACTION:

- **5.6.1** No teacher will be suspended, disciplined, officially reprimanded, or reduced in rank or compensation without just cause. Non-renewal and discharge of teachers shall be in accordance with prevailing State Educational Statutes.
- **5.6.2** Both parties shall have the right to representation at every formal stage of any disciplinary proceeding or action.
- **5.6.3** Nothing in this contract shall be construed to deprive a teacher, the Association, or the Board of their rights under the law.

# ARTICLE VI LEAVE PROVISIONS WITH PAY

Teachers will be entitled to temporary leaves of absences from school with full pay as herein set forth:

#### 6.1 SICK LEAVE:

Sick leave will accumulate at the rate of 1.5 days per calendar month, September through June, cumulative to one hundred ten (110) days. Any accumulation of sick leave days which present teachers have at the effective day of this agreement shall be retained. The Board agrees to reimburse teachers by June 30 of that school year who have accumulated over the maximum of one hundred ten (110) days at the rate of:

- \$105 per day for 1-8 days over the 110 maximum
- \$115 per day for 9-12 days over the 110 maximum
- \$125 per day for 13-15 days over the 110 maximum

Teacher will be paid at the highest threshold level for all accumulated days.

Donations to the sick bank are excluded from buy-back plan.

**6.1.1** The employee will provide satisfactory evidence of illness when absence under the sick leave provision of this contract exceeds five (5) consecutive work days. It shall be the right of the Superintendent to require verification of illness. No action shall lie against the Superintendent, at law or by virtue of grievance, for the Superintendent's exercise of such right.

# 6.2 EMERGENCY DAYS:

Up to two (2) emergency days during a school year for uncontrollable emergency situations, subject to the written approval of the Superintendent or his/her designee.

# 6.3 PERSONAL DAYS:

Up to three (3) days personal leave during a school year at the recommendation of the principal and approval of the Superintendent or his/her designee. Due to the need to ensure substitute coverage, no more than (4) individuals will be approved, on a first come, first served basis for personal leave on any one day. Such requests shall be submitted in writing at least one (1) week in advance. Personal leave will be limited to legal matters, business transactions, or personal household or family matters that require the teacher to be absent

during the school hours. The teacher will not be required to give specific reasons when requesting personal leave; however, in using personal leave, the teacher assures the Board that the reason for which personal leave is being taken cannot be accommodated on a non-school day. The granting of personal leave:

- during the first two weeks from the first work day of the teacher's school year;
- the last two weeks of the teacher's school year;
- immediately preceding and following vacations; and
- immediately preceding and following holidays

will be considered only under emergency circumstances. Such circumstances shall be put in writing to the Superintendent.

# 6.4 PROFESSIONAL LEAVE:

Absence with full pay will be allowed for three (3) days leave approved in advance by the Superintendent or his designee for educational meetings and conferences or for trips involving school business. All requests for such absences will be made in writing at least one (1) week in advance, when practicable, to the principal and if recommended, will be submitted to the Superintendent for approval. Additional professional days may be requested and approved at the discretion of the Superintendent.

#### 6.5 SICK LEAVE BANK

**6.5.1** The Board agrees to establish a sick leave bank to cover eligible teachers in the event of long term illness. The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the President, henceforth called the Sick Leave Bank Committee. Each member shall serve for one (1) year or until a successor shall be appointed. The Sick Leave Bank Committee shall meet as needed. A majority of the members shall constitute a quorum and a majority vote of those present and voting shall decide all questions. A teacher becomes eligible to contribute and be covered upon beginning the second consecutive year of teaching in Alton. Those wishing to be covered agree in writing to donate one (1) or two (2) days each year from the fifteen (15) that are allowed to accrue in a one-year period. These days will be deposited in said bank and are from the teacher's accumulated sick days. Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period and days contributed to the bank shall not accrue in excess of one hundred fifty (150) days. A member shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided the member has exhausted all accrued sick leave. Upon presentation of satisfactory medical evidence of incapacitating illness or disability to the Sick Leave Bank Committee and approval by said Committee, the Committee shall forward its recommendation to the Superintendent. Upon recommendation of the Superintendent and approval by the Board, a member may be granted up to twentyfive (25) days in addition to regular sick leave. During such additional sick leave, any and all benefits normally provided a teacher shall continue.

The Committee will provide copies of all membership forms as well as the current list to the SAU office by October 1<sup>st</sup> each year.

**6.5.2** Guidelines for application by a member to the sick leave bank shall be determined by the Sick Leave Bank Committee and published by said Committee.

# 6.6 BEREAVEMENT LEAVE:

Employees shall be eligible for up to three (3) days of paid bereavement leave. Teachers will be eligible for up to 5 days of paid bereavement leave in the event of the death of a spouse/significant other or child/stepchild. The Superintendent may approve additional days as necessary which will be deducted from sick days.

# 6.7 DELEGATION ASSEMBLY:

The Association will be granted two professional days, which will be used to attend the NEA/NH Delegate Assembly.

#### 6.8 DISTRICT ASSIGNMENT:

Teachers may be assigned district assignments as a representative of the district, for purposes such as but not limited to curriculum development, observations, special education meetings, or to attend meetings for the betterment of the school community.

# ARTICLE VII LEAVE PROVISIONS WITHOUT PAY

# 7.1 PARENT LEAVE:

- **7.1.1** Upon arrival of a child (either natural or adopted), either parent employed as a teacher may request an unpaid leave of absence, subject to the approval of the School Board.
- **7.1.2** Upon return from such previously approved leave by the School Board, the teacher shall be returned to a position for which the teacher is certified.

# 7.2 LEAVE OF ABSENCE:

Unpaid leaves of absence for purposes other than educational enrichment may be granted for up to one (1) year upon recommendation of the Superintendent and approval of the Board. A teacher, who is on leave of absence for more than one-half of the school year, shall be placed on the same step on the salary schedule that he or she was on when the leave began.

# ARTICLE VIIIGRIEVANCE PROCEDURES

# 8.1 **DEFINITIONS**:

- 8.1.1 An <u>aggrieved</u> person is the person making the complaint. The employee may be represented by a person of his/her choosing or a duly designated representative of the Association. The Association representative shall have the right to be present at any formal grievance hearing, even if the employee has his/her own representative.
- 8.1.2 A party in interest is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- **8.1.3** <u>Grievance</u> or <u>Complaint</u> means an alleged violation, misinterpretation or misapplication of any article of this agreement.
- 8.1.4 The time limits of this article shall refer to school days except in a case where they would be beyond the end of the school year; in such a case, a school day shall be defined as Monday through Friday excluding national holidays.

#### 8.2 INFORMAL STEPS:

- **8.2.1** The usual procedure for an employee with a grievance is to discuss the matter in a conference with the individual's immediate supervisor. If the issue is not resolved through this process, the individual may seek a conference with the Principal. It is expected that most grievances will be satisfactorily resolved through this procedure.
- **8.2.2** A grievance is waived and will not be considered if not initiated, at the informal level, within twenty (20) school days from when the employee should have reasonably known of the occurrence.
- **8.2.3** It is understood that the parties involved and witnesses will be guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to processing a grievance.

#### 8.3 FORMAL STEPS:

**8.3.1 STEP 1:** If a grievance persists after a conference with the Principal, the aggrieved person may, within ten (10) school days, reduce the grievance to writing stating

the specific violations of the contract, and submit it to the Principal who will consider the evidence provided by the aggrieved and prescribe any corrective action, if necessary, within ten (10) school days. The decision of the Principal shall be in writing.

- 8.3.2 STEP 2: If the grievance is not resolved in Step 1, the aggrieved, within ten (10) school days, may appeal to the Superintendent of Schools, in writing and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above and the grounds upon which the appeal is based. Upon receipt of the grievance, either party may request a meeting, which shall be scheduled within ten (10) school days. If a meeting does take place, the Superintendent or his/her designated representative shall communicate his/her decision to the aggrieved employee within ten (10) days of the meeting. If the meeting does not take place, the Superintendent or his/her designated representative shall communicate his/her decision in writing to the aggrieved employee within ten (10) days after receipt of the grievance. When the employee is not represented by the Association at this step, the Superintendent shall furnish the Association with a copy of the appeal from Step 1 together with a notice of the date of the meeting. In such cases, the Association may be present and state its view whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement.
- **8.3.3 STEP 3:** If the grievance is not resolved at Step 2, the aggrieved employee and/or his/her representative on his/her behalf, may appeal to the School Board in writing within ten (10) school days, and such writing shall set forth specifically the act or conditions on which the grievance was based in the second step above and on the grounds upon which the appeal is based.
- **8.3.4** The Board shall schedule a meeting not less than ten (10) school days no more than thirty (30) school days after the receipt of the appeal. The date of the hearing may be postponed or made sooner by mutual agreement of both parties. All hearings conducted by the School Board shall:
- **8.3.4.1** be in non-public session of the Board with only interested parties present unless the aggrieved teacher requests an open meeting as per RSA 91-A:3.
- **8.3.4.2** give all interested parties the opportunity to be represented by a person of their choosing, to present sworn testimony, to present witnesses and documentary evidence, to cross-examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices, and request shall be reasonably furnished to all opposing parties and either party shall have the right, at its own expense, to have a verbatim transcript.

- **8.3.5** Failure at any of the above steps of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal to the next step of this procedure.
- **8.3.6** Failure at any of the above levels of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- **8.3.7** The Board shall render a decision in writing within twenty (20) school days after the hearing has been concluded. The action of the School Board shall be final except as State or federal law provides subsequent action.

# ARTICLE IX ASSOCIATION PRIVILEGES

#### 9.1 PRIVILEGES:

The Board agrees that all employees shall have full freedom of association and selforganization 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.

#### 9.2 DUES DEDUCTION:

Deduction shall be made in nearly equal amounts for twenty (20) pay periods, beginning with the first pay period. Deductions will be made for and only after authorization of the teacher; said authorization having been delivered in hand to the Superintendent of Schools not later than the August 20th preceding the authorized deduction. New teachers will have until the end of the second week in September to submit their dues deduction authorizations. Dues deducted shall be remitted bi-weekly to the Association's Treasurer. When a teacher terminates prior to completion of the contract, the remainder of the dues will be deducted from the final paycheck. The Association agrees to hold the Board harmless as a result of this provision.

The Association agrees to hold the Board harmless from any responsibility to obtain dues deduction authorizations or to be responsible for the payment of any dues other than those withheld in accordance with state and federal law.

# 9.3 PRINTING AND DISTRIBUTION OF THE AGREEMENT:

The Board and the Association agree to share equally the costs of reproducing this agreement. The Association agrees to distribute copies of this agreement to members of the bargaining unit; the Board agrees to distribute copies of this agreement to the administrative and supervisory personnel in the district.

#### 9.4 THE ALTON SCHOOL DISTRICT POLICY MANUAL:

The Alton School District Policy Manual shall be made available on the Alton School District/Alton Central School website. The Association president will be duly notified of updates made to the policies.

# 9.5 USE OF FACILITIES:

- **9.5.1** Before the opening of school, during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas in the school building for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with and approved by the Principal forty-eight (48) hours in advance.
- **9.5.2** The Association agrees to pay any additional custodial and related costs to the district should any be involved as a result of such meetings.
- **9.5.3** The Association and its representatives shall have the right to post notices of activities and matters of Association concern on designated bulletin boards with the advance verbal approval of the Principal. The Association may use employee mail boxes for communication to all teachers with the advance knowledge of the Principal. The Association may request of the Principal from time to time the opportunity at faculty meetings to present announcements and with the Principal's advance verbal approval may make such announcement thereat.

# ARTICLE X COMPENSATION

# 10.1 PURPOSES OF A SALARY SCHEDULE:

- **10.1.1** To provide management with an effective tool for administering an equitable employee compensation plan.
- **10.1.2** To provide labor with information on how management will administer employee compensation.
- **10.1.3** To provide management and labor with a basis for good faith bargaining on one aspect of employee compensation.

#### 10.2 UNDERLYING PRINCIPLES OF A SALARY SCHEDULE:

- **10.2.1** Should provide a basis for hiring new employees based on training and experience directly related to the proposed teaching assignment, and district needs.
- **10.2.2** To provide a basis for equitable changes in compensation based on (a) further training and (b) increased experience.
- **10.2.3** Should provide a basis for improved instruction through financial incentive to employees to improve and extend their professional skills.

# 10.3 BASIC STRUCTURE OF A SALARY SCHEDULE:

# 10.3.1 TRACK MOVEMENT

Upon attainment of the necessary credits from graduate-level courses from a regionally/nationally accredited institution, an employee shall provide the central office with the necessary proof. For budgeting purposes, any teacher anticipating track movement for the following school year must notify the SAU #72 Office no later than October 1<sup>st</sup> of the school year preceding the year track movement is sought. Provided that notification was received by October 1<sup>st</sup> in the prior year the employee's salary shall be adjusted for the pay period following receipt of official transcripts.

# 10.4 PLACEMENT

Alton teachers shall be entitled to all graduate-level credits earned for the purpose of salary track placement: i.e., teachers with a BA+20 or BS+20 credits shall be placed on Track 2. Those with a BA+40 or BS+40 credits or those with a MA or MS degree shall be placed on Track 3. Those with a MA+30 or MS+30 credits or CAGS shall be placed on Track 4.

Those teachers working in the Alton School District on or before June 30, 2009 who have taken graduate-level credits prior to earning an MA, MEd or MS will be permitted to use those credits toward Track Movement.

# 10.5 SALARY SCHEDULE -

The salary schedule will increase:

- 2020-2021
  - o Track 1: 3%
  - o Track 2: 2.8%
  - o Track 3: 2.5%
  - Track 4: 2.0%
  - o Off Track: 2.5%
- 2021-2022, 2022-2023
  - o Track 1: 2.7%
  - o Track 2: 2.5%
  - o Track 3: 2.0%
  - o Track 4: 2.0%
  - o Off Track: 2.0%

	FY 2020-2021			
Step	Track 1	Track 2	Track 3	Track 4
1	38,433	39,896	42,839	45,674
2	40,132	41,574	44,504	47,347
3	41,828	43,256	46,168	49,021
4	43,527	44,939	47,839	50,698
5	45,223	46,622	49,503	52,370
6	46,923	48,302	51,170	54,047
7	48,620	49,987	52,836	55,721
8	50,317	51,668	54,503	57,396
9	52,014	53,348	56,168	59,069
10	53,711	55,032	57,835	60,746
11	55,410	56,714	59,502	62,420
12	57,107	58,395	61,167	64,096
13	59,005	60,077	62,835	65,769
14	59,005	61,990	64,501	67,445
15	59,005	61,990	66,444	69,118
16	59,005	61,990	66,444	71,118

	FY 2021-2022			
Step	Track 1	Track 2	Track 3	Track 4
1	39,471	40,893	43,696	46,587
2	41,216	42,613	45,394	48,294
3	42,957	44,337	47,091	50,001
4	44,702	46,062	48,796	51,712
5	46,444	47,788	50,493	53,417
6	48,190	49,510	52,193	55,128
7	49,933	51,237	53,873	56,835
8	51,676	52,960	55,593	58,544
9	53,418	54,682	57,291	60,250
10	55,161	56,408	58,992	61,961
11	56,906	58,132	60,692	63,668
12	58,649	59,855	62,290	65,378
13	60,598	61,579	64,092	67,084
14	60,598	63,540	65,791	68,794
15	60,598	63,540	67,773	70,500
16	60,598	63,540	67,773	72,540

	FY 2022-2023			
Step	Track 1	Track 2	Track 3	Track 4
1	40,537	41,915	44,570	47,519
2	42,329	43,678	46,302	49,260
3	44,117	45,445	48,033	51,001
4	45,909	47,214	49,772	52,746
5	47,698	48,983	51,503	54,485
6	49,491	50,748	53,237	56,231
7	51,281	52,518	54,950	57,972
8	53,071	54,284	56,705	59,715
9	54,860	56,049	58,437	61,455
10	56,650	57,818	60,172	63,200
11	58,442	59,585	61,906	64,941
12	60,233	61,351	63,536	66,686
13	62,234	63,118	65,374	68,426
14	62,234	65,129	67,107	70,170
15	62,234	65,129	69,128	71,910
16	62,234	65,129	69,128	73,991

# 10.5.1 LONGEVITY STIPEND

Teachers who have eleven (11) or more years of service to the Alton School District shall receive non-cumulative longevity compensation, to be paid the last pay period in June according to the following schedule:

Years' of Service	11-15	\$ 500
Years' of Service	16-20	\$ 750
Years' of Service	21-25	\$1,000
Years' of Service	26-30	\$1,250
Years' of Service	31-35	\$1,500
Years' of Service	36+	\$1,750

# 10.6. SAU COMMITTEE COMPENSATION

**10.6.1** Teachers will receive two and three quarters percent (2.75%) of the Track 1 / Step 1 base salary for each assignment to a Board-approved ACS Committee. The Association will be provided a list of current approved committees at the start of each school year and whenever a new committee is approved with number of scheduled required meetings. The

teacher's stipend will be pro-rated based upon the percentage of meetings attended. In no case will a teacher be paid for meetings he/she did not attend.

**10.6.2** SAU Committee members will keep a record of hours on a district time card and have the committee chair sign off on the number of hours. Only time worked outside of contracted school year/day/hours to complete the task will be compensated at this rate. Committee members will be paid twice per school year, half the first pay period in December and half the last pay period in June.

#### 10.7 CRITICAL SHORTAGE ADJUSTMENT - NEW PERSONNEL:

The Board may, in its discretion, hire personnel with a one-time bonus up to \$5,000 when it determines that there is a critical need for personnel. The individual(s) who accept the bonus shall commit to teaching in the District for a minimum of three (3) years unless the individual does not perform satisfactorily. If the individual leaves the District prior to the 3<sup>rd</sup> year, he/she will be required to reimburse the total amount of the bonus.

The District's needs for personnel may occur in areas in which there is a critical shortage of candidates; critical shortage will be declared by the New Hampshire State Commissioner of Education.

No person employed under the provisions of this section will be hired at a salary rate greater than a continuing member of the staff who is qualified to teach in the area of the shortage and who has been notified in writing of the vacancy.

#### 10.8 LONGEVITY RETIREMENT BONUS

**10.8.1** The Board will recognize loyal and long teaching service to the District through payment of a retirement bonus based on the following:

ITEM	Minimum Benefit	Maximum Benefit
a) Minimum age attained	60	60
b) Years in teaching	20	20
c) Years in Alton	10	20
d) Percent Employed	50%	100%

The maximum benefit is \$10,000 teachers who have taught full time for twenty (20) years in Alton; the benefit for those with less service in Alton will be: Percent of 20 years in Alton, times percent of full time, times \$10,000.

**10.8.2** Upon retirement, a teacher with fifteen (15) or more years of service in Alton shall be compensated for 25% of accumulated sick days up to 110 days. Such compensation shall be equal to 50% of the certified substitute compensation rate.

**10.8.3** A maximum of three professional employees per year with twenty (20) or more years of service in Alton will be eligible in their final year of employment for an early retirement incentive. A teacher who retires at the age of 57, 58 or 59 will receive an incentive equal to 45% of the retiree's high earned salary in the District. Eligibility will be determined by the age of the retiree on June 30 of the final year of employment. In the event of more than three applicants, determination of the three eligible retirees shall be made by the Superintendent first on the basis of the greatest sum of years of service as a professional employee to the District, followed by the retirees' date of birth (preference to age 57 then 58 then 59). The length of service of part-time professional employees shall be pro-rated. This payment is intended to be part of the final year's compensation as defined by the New Hampshire Retirement System. Individuals that receive the early retirement incentive are not eligible for longevity retirement bonuses stated in articles 10.8.1 and 10.8.2 of this Agreement.

For budgeting purposes, the teacher taking early retirement must notify the Board in writing by 1 October of the last individual teacher's contract year, of the intent to retire at the end of that individual teacher's contract year.

**10.8.4** The retiring teacher must have notified the Board in writing, by 1 October of the last individual teacher contract year, of intent to retire at the end of that individual teacher contract year for budgeting purposes.

# 10.9 METHOD AND TIME OF SALARY PAYMENT:

Teachers shall be paid on a bi-weekly basis commencing on the first payroll in August. Biweekly pay shall be computed based on:

- 22 equal bi-weekly payment OR
- 22 payments based on twenty-six equal installments and a final payment in June, equaling four bi-weekly installments OR
- 26 equal installments

The annual salary of a teacher working less than full-time shall be pro-rated based on their FTE percentage.

# 10.10 HEALTH INSURANCE:

The School District will offer the HMO plan with the following co-pays for teachers who qualify and become members of the plan.

Regardless of which plan the employee chooses and is eligible for, the District will pay eighty-five percent (85%) of the cost for a single, 2-person, or family HMO plan and the employee will be responsible for the balance of the cost of the plan.

# 10.11 HEALTH INSURANCE BUY BACK

The School District agrees to pay \$2,000 to any teacher who does not elect to participate in School Care, Plan One upon evidence of a certificate of insurance, the buyback will be paid in two equal installments, December and May.

# 10.12 DENTAL INSURANCE

The School District will pay one hundred (100) per cent of the complete cost of Delta Dental, Option IA, single person coverage for full time teachers who qualify and become members of the plan. The Board will pay ninety-five (95) per cent of two-person coverage and ninety (90) per cent for family coverage, for full time teachers who qualify and become members of the plan. The teacher will pay the remaining percentage through payroll deduction.

A committee of the Board and the Association may elect a different dental plan during the term of this Agreement provided the benefits are equivalent to the "Delta Dental, Option 1A" and subject to Board Approval.

# 10.13 EDUCATIONAL BONUS

All teachers will be paid a one-time bonus of \$2,500 who obtain or have obtained a doctorate in a field related to his/her current teaching assignment. Such payment will be included with the final June payment.

# ARTICLE XI AGREEMENT CHANGES

**11.1** This agreement may not be altered, changed, added to, deleted from or modified without the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

# ARTICLE XII SAVINGS CLAUSE

**12.1** If any article or part of this agreement is held to be invalid by operation of law, the remainder of the agreement shall not be affected thereby and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

# **ARTICLE XIII DURATION**

**13.1** The provisions of this agreement will be effective July 1, 2020 and will remain in full force and effect until June 30, 2023.

The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

If the parties are unable to reach agreement on a subsequent contract effective July 1, 2023, then the doctrine of "Status Quo" shall govern the parties' relationship. Status Quo shall be defined as per the Supreme Court decision of 1995. (Appeal of the Alton School District, 140 NH 1995).

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS

THIS 13th DAY OF March, 2020.

ALTON TEACHERS' ASSOCIATION

Derek Pappaceno, ATA President

(Witness)

ALTON SCHOOL BOARD

Karen Kharitonov, School Board Chairman

(Witness)