

AGREEMENT BETWEEN
THE BROOKLINE SCHOOL BOARD
AND
THE BROOKLINE TEACHERS'
ASSOCIATION
NEA/NH
2012-2014

BROOKLINE TEACHERS' ASSOCIATION

2012-2014

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ARTICLE I AGREEMENT

1.1 This Agreement is made and *entered by* and between the Brookline School Board, hereinafter referred to as the "Board", and the Brookline Teachers' Association, NEA-New Hampshire, hereinafter referred to as the "Association". This contract shall be valid from *July 1, 2012 to June 30, 2014*. Termination of this Agreement shall not be construed as limiting or modifying the rights or benefits granted to the Association or any employee by RSA 273-A or other applicable law.

ARTICLE II RECOGNITION

2.1 The Board recognizes the Association as having been certified by the New Hampshire Public Employees Labor Relations Board, herein after referred to as "NH PELRB", pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all certified teachers and the school nurse(s).

2.2 The above Section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the NH PELRB.

2.3 Economic benefits for part-time staff shall be calculated on a pro-rata basis, subject to the rules and regulations of the carrier.

ARTICLE III NEGOTIATIONS PROCEDURE

3.1 On or before October 1 of any year preceding the expiration date of this Agreement, either party may notify the other party, in writing, of its intent to negotiate terms of a successor Agreement. Within thirty (30) calendar days of the receipt of the notice the parties shall meet to exchange proposals.

3.2 The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counter proposals, and exchange data in an effort to reach accord.

3.3 Any agreement reached shall be reduced to writing and signed by the Board and the Association.

3.4 Either party may, if it desires, utilize the services of an outside consultant.

3.5 Funds necessary to enact any changes in the contracts will be presented as a warrant at the Brookline School District meeting. If this warrant article is not approved by the voters, the existing contract will remain in place and dispute resolution will commence per RSA 273-A.

3.6 A copy of this Agreement will be filed with the PELRB by the NEA per RSA 273-A:16.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 Definition

A "grievance" is a complaint by a staff member or members, or the Association that there has been a violation, misapplication or misinterpretation of any provision of the Agreement. All time limits in this Article shall mean school days except as specified in Section 4.8.

4.2 Purpose

The parties acknowledge that it is more desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (See Appendix A, attached hereto) and referred to the following formal grievance procedure.

4.3 Right of Representation

A staff member covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to his/her requesting such representation.

4.4 Time Limit

A grievance, to be considered under this procedure, must be initiated in writing within twenty (20) school days of its occurrence by the aggrieved person(s).

4.5 Formal Procedure

The grievance shall state the specific alleged violation or condition, with proper reference to the contract Agreement and the remedy sought.

Level 1. Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved staff member. Within three (3) days following any such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level 2 within five (5) days of the receipt of any answer given at this level.

Level 2. Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level 1 and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level the grievance may be referred to Level 3, the School Board.

Level 3. Within ten (10) days of the grievance being referred to this level, the Board will hold a hearing with the participants and examine the facts of the grievance. The hearing may be in non-public session, at the request of the grievant. The Board will thereafter,

within ten (10) days of such hearing, give its answer, in writing. If the grievance is still not settled, then within twenty (20) days from receipt of the answer rendered at this level, the matter may be referred to arbitration by the Association as set forth in Level 4 of this procedure.

Level 4. If the matter is referred to arbitration, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within ten (10) days of the Association's request for arbitration, then either party shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, including issues pertaining to substantive and procedural arbitrability, but he/she shall have no power add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a written decision to both parties. The arbitrator's decision will be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator. In accordance with RSA 542, either party may appeal the arbitrator's decision.

- 4.6 Time periods specified in this procedure may be extended by mutual agreement.
- 4.7 Grievance(s) of a general nature, or involving decisions by the Superintendent or School Board, may be submitted by the Association to Level 2.
- 4.8 During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).
- 4.9 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 4.10 The parties agree that staff members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal for participating in any grievance proceeding.
- 4.11 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE V STAFF EVALUATION

5.1 The Board and the Association agree that the responsibility for staff evaluation rests with the administration and that such evaluation will be done on an ongoing basis. Staff evaluation will be conducted by the school administration in accordance with SAU 41 Teacher Evaluation Plan/ Brookline School District Evaluation Plan.

5.2 A written evaluation report will be reviewed with the staff member and signed by both the staff member and the evaluator. The staff member's signature indicated that he/she has seen the document but does not necessarily agree with it. A staff member who disagrees with an evaluation

report or any document contained in his/her personnel file will be given the opportunity to submit a rebuttal, in writing, to be attached to the document in question. Other than statutory guarantees of a staff member's own right to review the content of his or her personnel file, access to material contained therein will be limited to supervisory personnel within the District.

5.3 No adverse material, evaluations, or otherwise, shall be placed in the teacher's file without providing the teacher an opportunity to review the contents of such material prior to placement in the file.

ARTICLE VI VACANCIES, TRANSFERS, AND ASSIGNMENTS

6.1 Assignments

Staff members shall be informed of their specific assignment by April 30th preceding the new school year. This assignment may not be changed for the coming year, except as provided below.

6.2 Vacancies

Notice of any bargaining unit vacancies shall be posted for at least ten (10) business days prior to the deadline for application. The posting shall state the specific position to be filled, qualifications, starting date, and other relevant terms of employment. Staff members who apply for the position shall be given first consideration by the administration. Final decision on the filling of all vacancies shall be the School Board's prerogative. During the summer recess, notice of vacancies shall be mailed to the Association President.

6.3 Reassignment

Staff members who are interested in being assigned to another position for the next school year may make known their interest by submitting a written statement to the Principal. Said staff members shall be considered by the administration should a vacancy arise in the area of indicated interest.

6.4 Transfers

Involuntary transfers are to be avoided whenever possible. Staff members are not to be transferred for disciplinary reasons. If a transfer is necessary, the administration will first seek volunteers who are certified and qualified to fill the position; *however, the administration shall determine the individual to be transferred.* Any staff member involuntarily transferred may resign his or her position without prejudice.

ARTICLE VII STAFF DEVELOPMENT

7.1 The Superintendent's office will notify staff members annually, by August 31, of their re-certification dates, the number of staff development hours accumulated, and the amount needed for

re-certification. However, the responsibility for re-certification still rests with the individual, who should verify his or her own records.

7.2 The Board agrees that any work performed by individual teachers for various committees as assigned by the administration be allowed as staff development credit hours.

7.3 Courses and Workshops

The Board shall provide reimbursement on the following basis for approved courses and staff development activities taken by staff members:

1. *Written approval must be obtained from the Superintendent prior to registration; said approval is at the sole discretion of the Superintendent. To be approved, a course or other activity must be directly related to the staff member's current assignment within the district, to objectives defined within the staff member's evaluation, or to the District's goals and objectives.*
2. *The Board shall reimburse staff members up to the current University of New Hampshire in-state graduate rate for a maximum of six (6) credit hours per school year, subject to budget limitations. All courses must either be offered by an institution accredited by the New England Association of Schools and Colleges Commission on Institutions of Higher Education, or be offered by an institution approved by a similar regional accreditation agency recognized by the U.S. Secretary of Education.*
3. *The staff member may choose one of the following options for course reimbursement:*
 - a. *After signing a prepayment course reimbursement contract declaring the staff member's intent to remain employed by the District for at least one year after the end date of the course, one hundred percent (100%) of eligible tuition shall be paid to the staff member. A staff member who fails to achieve a grade of "B" or better (or "pass" in a course offering only pass/fail grades) and provide a grade report reflecting the same, fails to complete the course that term, or fails to remain employed by the District for at least one year after the end date of the course shall repay the District the entire amount previously paid to the staff member for the course.*
 - b. *One hundred percent (100%) of eligible tuition shall be paid to the staff member after the completion of the course and upon presentation of a grade report reflecting a grade of "B" or better (or "pass" in a course offering only pass/fail grades). A staff member who fails to achieve a grade of "B" or better (or "pass" in a course offering only pass/fail grades) or fails to complete the course that term shall not be eligible for reimbursement.*
4. *In order for a course to count toward a column (lane) change on the salary schedule, the following requirements shall apply:*

- a. *The course must be graduate-level.*
 - b. *If the course was paid in full or in part by the District under this Section, all requirements for course reimbursement must be met; otherwise, a grade report reflecting a grade of "B" or better (or "pass" in a course offering only pass/fail grades) must be presented.*
 - c. *For staff members to the left of the 'M' column on the salary schedule, all courses must be part of, or lead to, a Master's degree program.*
5. *Staff members shall also be eligible for reimbursement for approved professional development activities in an amount not to exceed \$950. Professional development reimbursement includes registration fees for workshops and/or conferences, and for materials, travel, room and meals. Workshops and/or conferences must be directly related to the teacher's job assignment and receive prior approval from the Principal and the Superintendent. Such activities may not be used towards a column (lane) change on the salary schedule.*
 6. *Part-time teachers shall be reimbursed on a pro rata basis.*
 7. *The total annual dollar amount available for reimbursement under this Section shall be \$1,800 times the number of full-time equivalent staff members. Such monies shall be available to staff members on a first-come, first-served basis up to the limits set forth earlier in this Section.*

7.4 National Board Certification

The Board shall provide reimbursement and compensation on the following basis for National Board Certification:

1. *Written approval must be obtained from the Superintendent and a National Board Certification contract with the District must be signed prior to registration for the National Board Certification process. To be approved, the National Board Certification area and age category must match the staff member's present assignment. This opportunity to begin the National Board Certification process with District financing shall be limited to four (4) staff members per school year, and shall be in lieu of course reimbursement for that school year; professional development money shall still be available to the staff member as per Section 7.3(5).*
2. *The staff member shall pay the non-refundable registration fee. The District shall pay the assessment fee upon the staff member's acceptance into the National Board Certification process. The staff member shall complete the National Board Certification process within three years, and shall remain employed by the district as a full-time educator throughout the process. Additionally, the staff member shall remain employed by the district as a full-time educator for at least two more years once National Board*

Certification is achieved. The Board shall hear appeals to this timeline should a staff member be unable to fulfill this requirement. The decision of the Board shall be final.

3. *Should a staff member not fulfill the requirements set forth above, the staff member shall repay the full amount of the National Board Certification assessment fees paid by the District. The Board shall hear appeals to this repayment should a staff member be unable to fulfill this requirement. The decision of the Board shall be final.*
4. *At the end of the school year in which a staff member has achieved National Board Certification via the process described in this Section, the District shall pay that staff member a stipend of \$3,000.*

ARTICLE VIII COMPENSATION

8.1 Salaries

The basic salaries of staff members covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement.

8.2 Outside Experience

All staff members shall be *given credit* on the salary schedule set forth in Appendix B for full years of outside teaching experience in any school district *at the discretion of the administration at the time of hire. In no event shall a newly-hired staff member be given credit for more than his/her actual years of experience.*

8.3 Placement

Placement on the salary schedule for staff members shall be in accordance with the total years of experience, highest degree and the number of credits earned. No new employee shall be placed on the salary schedule at a level higher than that of any current employee with the same level of academic preparation and teaching experience.

8.4 Salary Schedule

The salary schedule is based upon the regular school year as set forth in Article X. For assignments in excess of the regular school calendar, staff members shall be paid a per diem based on their placement in the salary schedule.

8.5 Salary Track Changes

Teachers shall give written notice to the Superintendent by January 1st of their intent to change salary tracks for the next school year. A change in salary track may take place by September 1st or February 1st of the school year.

8.6 Extra-curricular Activities

Stipends not to exceed \$250 shall be paid for *extra-curricular* activities *in accordance with past practice. The administration shall have the authority to add or remove activities eligible for stipends as new extra-curricular activities are offered or existing ones discontinued, and to set stipend amounts as appropriate.*

The administration shall notify staff members of such activities as they become available. Participation in such activities shall be voluntary.

8.7 Longevity Bonus

The Board will provide a longevity bonus for certain milestone years of experience in the Brookline School *District. The* bonus will be paid at the end of the contract year for the current year milestone. An employee must be employed at the end of the contract year to be eligible for the bonus.

The longevity bonus will be based on the following schedule:

<u>Milestone</u>	<u>Bonus Amount</u>
10 Years	\$ 500.00
15 Years	\$1,000.00
20 Years	\$1,500.00
25 Years	\$2,000.00
30 Years	\$2,500.00
35 Years	\$3,000.00

8.8 Retirement Incentive Benefits

Professional staff who have completed fifteen (15) or more years of service in the Brookline School District who are eligible for retirement benefits under the New Hampshire Retirement System, shall be eligible to retire at a minimum age of fifty-five (55) with a retirement benefit of twenty-five (25) percent of the last full year's salary.

For retirement requests made prior to January 1st of any school *year, payment* shall be made in the first check run after July 1st at the beginning of the next fiscal year. If notice is given after January 1st, *payment* shall be made in the first check run after July 1st following the end of the next fiscal year.

Up to four (4) retirement applications per year shall be approved by the Board. Those staff members who have the greatest seniority will be given first consideration. At the discretion of the Board, more than four (4) staff members may be granted this early retirement benefit. If a staff member is not granted early retirement for the year of the initial request and s(he) re-applies the following year, the staff member will be given preference.

The approval of early retirement shall be treated as a voluntary termination, and the teacher shall have no right to continue teaching in the District after that date.

ARTICLE IX SCHOOL NURSE

9.1 The nurse shall be paid at 100% of the BA track.

ARTICLE X WORKING CONDITIONS

10.1 School Year

The school year covered by this Agreement shall not exceed 185 days.

10.2 School Day

The normal on-site workday for teachers shall be seven hours and twenty minutes (7 hours, 20 minutes), to begin thirty (30) minutes before the pupil day, and end at least fifteen (15) minutes after the close of the pupil day. Teachers shall use this additional time for special help and consultation with pupils or to help in the overall educational programs of the school. It is understood that this constitutes the normal working day for professional services, plus whatever time is required for certain obligations to students, parents, and the school. These include attending faculty meetings, parent conferences, student assistance, and student detention. While all teachers are expected, on occasion, to carry on these obligations outside the workday, it is understood that these occasions will not be so frequent as to be considered part of the usual daily routine.

10.3 Lunch Duty

There will be no lunch room duties for classroom teachers.

10.4 Planning Time

Planning periods will be scheduled to *agree with* the specialists' schedules. The equitable rotation of recess duties will be utilized to provide teachers with unencumbered planning time. When possible, each teacher shall have the equivalent of at least one planning period per student day, which may be while students are at recess or involved with other student activities. *If a teacher's schedule includes in excess of one planning period per day, the administration may require that the additional period(s) be used for peer collaboration, e.g. Professional Learning Community-related activities.*

The Board will make every effort to provide a reasonable amount of planning time for part-time staff working approximately 50% of the time.

10.5 Faculty Meetings

The administration may require attendance at a regular monthly faculty meeting outside of school hours. Such a meeting shall not exceed 90 minutes.

10.6 Discipline

No teacher shall be disciplined without just cause. Discipline is defined as warnings, reprimands, adverse evaluation, suspensions, non-renewal, dismissal, or other actions of a disciplinary nature, which are noted in writing in the teacher's personnel file. However, just cause shall not extend to the non-renewal of a probationary teacher (See RSA 189:14-A). Counseling shall not be considered a disciplinary action.

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

10.7 Uniform Interpretation of Regulations

All rules and regulations applying to employees shall be interpreted and applied uniformly throughout the District.

10.8 Parental Communication

A parent or legal guardian who approaches the administration with academic concerns regarding a child shall be advised to communicate directly with the teacher. If the parent or legal guardian chooses only to communicate with the administration, the teacher will be informed that such communication has occurred, but the parent or legal guardian may choose to remain anonymous. If the concern is not resolved, the initiating party may pursue the matter through administrative channels. Under no circumstances shall the concerns be used to evaluate or discipline a teacher without said teacher being given a timely opportunity to meet and discuss the matter with the individual and the administration.

10.9 Layoffs

The School Board will:

1. Apply the Reduction-in-Force Policy approved by the Brookline School Board on *May 25, 2010*, known as Board Policy GCQA;
2. Follow the policy during the term of this Agreement; and

3. Make no changes to the policy during the term of this Agreement, except as such changes are mutually agreed upon between the Board and Association.

ARTICLE XI DEDUCTIONS

11.1 The Board agrees that upon receipt of written authorization thereof, signed by a staff member covered by this Agreement, it will deduct from the salary check of the staff member an amount specified by the Association to provide payment of dues for membership in the Brookline Teachers' Association, NEA/NH.

11.2 The Board also agrees to deduct (from employees) authorized moneys to be transmitted to annuity companies and credit unions within ten (10) days.

ARTICLE XII INSURANCE BENEFITS

12.1 Life Insurance

The Board shall provide a term life insurance policy for each employee, with a face value of two (2) times the employee's annual salary.

12.2 Health Insurance

The following plans shall be offered:

*BC3T10-RX10/20/30
MTB5-RX10/20/30
BC3T15IPDED-RX10/20/45
MTB10IPDED-RX10/20/45
L2500*

BC3T15IPDED-RX10/20/45 shall be considered the driver plan for the purposes of this Section; it may be changed by mutual consent of the Brookline Teachers' Association and the School Board.

The Board shall pay for healthcare premiums *up to the following limits in 2012-2013 and 2013-2014:*

1. *For single plans, 90% of the monthly premium cost of the driver plan;*
2. *For two-person plans, 80% of the monthly premium cost of the driver plan; and*
3. *For family plans, 70% of the monthly premium cost of the driver plan. In the case of an HSA-eligible plan, Board's contribution limit shall be the lesser of 70% of the monthly premium cost of the driver plan or 90% of the monthly premium cost of the HSA-eligible plan.*

If an employee selects a plan that is eligible for a Health Savings Account (HSA), and the employee maintains an HSA, the Board shall contribute 75% of any positive difference between the above limit and the monthly premium cost of the plan to the employee's HSA as a lump sum, subject to IRS contribution limits.

No co-coverage will be allowed. *Plans may be added during the course of this Agreement at the sole discretion of the Brookline School Board. Plans may be withdrawn during the course of this Agreement by consent of the Brookline Teachers' Association and the Brookline School Board.* Upon retirement, an employee may continue participation in a group plan until eligibility for Medicare. The retiree shall be responsible for full payment of the premiums.

In the event a successor Agreement is not reached, the Board's contribution limit for each plan type (single, two-person, or family) in any year after 2013-2014 shall be adjusted by half the difference between the cost of the driver plan and the Board's prior-year contribution limit for that plan type.

Any full-time staff member who is eligible for health insurance under this Agreement, and who does not elect to receive health insurance through the District for the fiscal year, and who remains employed by the district for the complete school year, shall receive additional compensation of \$2,000 from the District.

12.3 Dental Insurance

The Board shall pay 90% of the single premium for Northeast Delta Dental with a minimum of the following coverages:

- A - 100%
- B - 80%
- C - 50%
- D - 50%

- (a) No deductible with an annual maximum of \$1,500 per person.
- (b) Coverage D shall have a \$1,500 per person, lifetime maximum.

12.4 Long Term Disability

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

The Board will pay 100% of the existing healthcare premium of an employee should they become disabled for a period of up to one (1) year or until the employee is eligible for Medicare and/or other federal or state assistance programs, whichever comes first.

ARTICLE XIII LEAVE BENEFITS

13.1 Sick Leave

Each staff member shall be entitled to *ten (10)* days of paid sick leave per year, granted at the beginning of each school year and cumulative to *ninety (90)* days. Sick leave shall be available for use in case of illness or disability for the staff member or any member of his/her household.

In addition, up to fifteen (15) *accumulated* sick days may be used to care for a parent, spouse, or child out of the household.

In the case of adoption, up to thirty (30) accumulated sick days may be used.

If a staff member has accumulated more than ninety (90) days of sick leave as of the effective date of this Agreement, days in excess of ninety shall remain available for the staff member's legitimate use. However, further days shall not accumulate for that staff member until such time as the staff member's total accumulated days drops below ninety (90); at that time, the staff member shall be subject to the ninety-day limitation set forth above.

13.2 Sick Leave Bank

The employer agrees to establish a Sick Leave Bank to cover staff members in the event of an extended illness or disability. The Sick Leave Bank shall be administered by a joint committee, hereinafter called the "Administrative Committee," composed of two (2) members of the Association appointed by the President and a designee of the Board. Each member shall serve for one year and until a successor shall be appointed. A majority of the members present shall constitute a quorum and a majority vote of those present and voting shall decide all questions.

Each employee will donate two days from the fifteen days that the employee is allowed to accrue in a one-year period to be deposited in said bank, such days to be deducted from the employee's annual sick leave. Members may enroll as soon as they have a sick leave day to contribute.

Members shall become eligible to request extended benefits from the Sick Leave Bank, after an incapacitating illness or disability of thirty (30) calendar days, provided they have exhausted all of their accrued sick leave.

Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Administrative Committee, a member may be granted up to thirty (30) additional days of sick leave.

Guidelines for application by a member to the Sick Leave Bank shall be determined by the Administrative Committee and published by said Administrative Committee. In the event the employer or the Superintendent questions a recipient's eligibility to receive sick leave benefits from the Sick Leave Bank, the employer may require proof that the recipient is eligible to receive such benefits as well as a physician's certificate certifying to the disability or illness of such recipient.

The total number of sick days in the "Bank" shall not exceed in any one calendar year a number equal to four (4) times the number of employees enrolled.

13.3 Personal Leave

At the beginning of every school year, each employee shall be credited with three (3) paid days to be used for the employee's personal business. Any employee planning to use a personal day or days shall notify his/her supervisor at least one day in advance, except in cases of emergency. The employee shall not be required to reveal the purpose of such leave. *A personal day is to be used in the event that an employee wishes to be absent from work to observe a religious or cultural holiday that falls on a scheduled work day. A personal day may not be taken on a scheduled work day immediately preceding or following a holiday, school vacation, or other leave without prior approval of the administration; the administration shall respond to a request for such a personal day within ten (10) school days.*

13.4 Bereavement Leave

The employee shall be entitled up to five (5) paid leave days per death of immediate family members. Immediate family shall be interpreted as spouse and the employee's or spouse's mother, father, brother, sister, children, grandchildren, and grandparents. The employee may take one (1) paid day, per death, to attend the funeral of any close friend or other relative. Unused funeral/bereavement leave shall not be cumulative.

13.5 Professional Leave

Each employee shall be entitled to three (3) days of professional leave with prior approval of the Principal. Such leave shall be utilized for attending workshops, visiting other schools, District/SAU instructional meetings and other relevant educational purposes. More than three days per year may be granted by the Principal, at his/her discretion.

13.6 Unpaid Leave

Upon request, a teacher shall be granted up to one year of unpaid leave for purposes of child rearing, parental care, or spousal care. Where possible, the teacher shall give at least sixty (60) days' notice of informing the District of both the anticipated starting and ending dates of such leave. Upon return the teacher shall be assigned to an equivalent position and retain all previously accrued benefits, including sick leave accumulation and seniority. If the unpaid leave includes less than 95 work days in any school year, the teacher shall be given credit on the salary schedule for that year.

Unpaid leaves for other purposes may be granted at the discretion of the School Board.

13.7 Association Leave

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

13.8 Court/Agency Appearance

Any employee subpoenaed to testify in court or at a hearing before an administrative agency of the government shall be *granted non-cumulative leave with pay for the duration of such appearance, provided such appearance is directly related to school business. An employee shall be granted leave with pay for each work day he/she is required to report for jury duty.* The employee shall not be required to use *another category* of leave. Any fees received by the employee for court/agency service shall be deducted from his/her pay.

13.9 Attendance Bonus

At the completion of the school year, the District will make a supplemental payment to each staff member whose attendance record for the year is exemplary. The staff member will receive for total days absent (excluding professional and bereavement leave days) the following:

For no more than 4 days absent: ½ day of additional pay

For no more than 3 days absent: 1 day of additional pay

For no more than 2 days absent: 1½ days of additional pay

For no more than 1 day absent: 2 days of additional pay

For no days absent: 2½ days of additional pay

ARTICLE XIV SEVERABILITY

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

ARTICLE XV DURATION

15.1 The provisions of this Agreement will be effective as of the first day of *July, 2012* and shall remain in full effect and binding on the parties until *June 30, 2014* or until a successor Agreement takes effect, whichever occurs later.

15.2 This Agreement shall not be modified orally, but only through negotiations, as set forth in Article III of this Agreement. This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XVI ASSOCIATION RIGHTS

16.1 Upon request, the Association shall have, in addition to other rights expressly set forth and provided by RSA 273-A the following rights:

1. Access to bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association materials.
2. Use of school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of all such equipment.
3. Permission for duly authorized representatives of the State and National levels of the Association to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
4. Opportunity to make announcements at faculty meetings.
5. Sufficient time on the agenda of the orientation or the opening day of school or the welcoming ceremony to make a brief presentation.

ARTICLE XVII EMPLOYEE RIGHTS

17.1 Rights from NH RSA

The Board hereby agrees that every employee shall have the rights set forth in RSA 273-A.

17.2 Rights from Law

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under any applicable law or regulation. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

17.3 Rights from Citizenship

The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee.

17.4 Non-discrimination

The employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.

ARTICLE XVIII ACADEMIC FREEDOM

18.1 The parties agree that teachers shall be guaranteed academic freedom. Academic freedom means that teachers are free to present additional instructional materials which are pertinent to the subject taught within the outlines of appropriate course content, curriculum guidelines, Brookline School Board policies, and state statutes. It further means that the teacher shall be entitled to freedom of discussion within the classroom on matters which are relevant to the subject matter. However, where the presenting teacher suspects that a topic or materials may be potentially controversial, the teacher shall have such topics and materials reviewed and approved in advance by the principal. No teacher shall be disciplined, as defined in Section 10.6, because of the exercise of these rights.

APPENDIX A GRIEVANCE REPORT FORM

Copies to: 1. Staff Member(s)' Immediate Superior; 2. Principal (if not 1);
3. Superintendent; 4. Association

To: _____

Date: _____

From: _____

School: _____

Date of Grievance: _____

Statement of Grievance, including the specific violation or condition, will reference the specific Article of the Brookline School Board/BTA Agreement violated:

Relief Sought:

Signature

Date Received: _____

LEVEL 1

Submitted to:

Building Principal

Date Received: _____

Decision of Principal

Signature

Date: _____

LEVEL 2

Appealed Prior Decision to:

Superintendent of Schools

Date Received: _____

Decision of Superintendent:

Signature

Date: _____

Opposing Position of Aggrieved Staff Member(s):

Signature

Date: _____

LEVEL 3

Submitted to Brookline School Board

Date Received: _____

Decision of School Board:

Board Chairperson

Date: _____

LEVEL 4

Request to Submit Decision in Level 3 to Arbitration

Date Received: _____

Association President

Date: _____

APPENDIX B PROFESSIONAL STAFF SALARY SCHEDULES

Key:

Step (Vertical Position)

Years of experience as a certified teacher, plus one. For school nurses, it is years of experience as a certified school nurse, plus one half of the years as an RN, plus one.

However, the following shall apply:

- 1. In 2012-2013, all continuing employees shall advance a single step vs. their placement on the salary grid in 2011-2012.*
- 2. Continuing employees in row 13+ under the previous Agreement in 2011-2012 shall be placed in row 14+ in 2012-2013, notwithstanding actual number of years of teaching experience.*
- 3. In 2013-2014, continuing employees in the lightly-shaded area of the table shall not advance a step vs. 2012-2013, but shall receive a 1.5% cost of living adjustment.*
- 4. In 2013-2014, all other continuing employees shall advance a step vs. 2012-2013.*
- 5. Beginning in 2013-2014, new employees shall be placed on the salary schedule no farther than the lowest-numbered lightly-shaded row in the appropriate column.*
- 6. For purposes of this Appendix, "continuing employee" shall mean a staff member who was employed by the District during the preceding school year.*

Education Level (Horizontal Position)

Current degree level, Bachelor's (B) or Master's (M), in addition to the number of relevant credits achieved with accredited coursework *as per Article VII. The following shall apply:*

- 1. Degree(s) and coursework must be in a related field of study.*
- 2. Advancement to the M45/2M column shall occur upon attainment of a second Master's degree in an approved, non-administrative field related to the employee's profession; or a Master's degree, plus 45 additional graduate credits under the terms of Section 7.3.*

Salary Schedule, 2012-2013 and 2013-2014

Step	Education Level						
	B	B15	B30	M	M15	M30	M45/2M
1	\$37,505	\$38,818	\$40,176	\$43,662	\$45,190	\$46,771	\$48,408
2	\$38,630	\$39,982	\$41,382	\$44,971	\$46,545	\$48,175	\$49,861
3	\$39,789	\$41,182	\$42,623	\$46,321	\$47,942	\$49,620	\$51,356
4	\$40,983	\$42,417	\$43,902	\$47,710	\$49,380	\$51,108	\$52,897
5	\$42,212	\$43,690	\$45,219	\$49,141	\$50,861	\$52,642	\$54,484
6	\$43,479	\$45,000	\$46,575	\$50,616	\$52,387	\$54,221	\$56,119
7	\$44,783	\$46,350	\$47,973	\$52,134	\$53,959	\$55,847	\$57,802
8	\$46,126	\$47,741	\$49,412	\$53,698	\$55,578	\$57,523	\$59,536
9	\$47,510	\$49,173	\$50,894	\$55,309	\$57,245	\$59,249	\$61,322
10	\$48,936	\$50,648	\$52,421	\$56,968	\$58,962	\$61,026	\$63,162
11	\$50,404	\$52,168	\$53,994	\$58,678	\$60,731	\$62,857	\$65,057
12	\$51,916	\$53,733	\$55,613	\$60,438	\$62,553	\$64,743	\$67,009
13	\$53,473	\$55,345	\$57,282	\$62,251	\$64,430	\$66,685	\$69,019
14	\$55,077	\$57,005	\$59,000	\$64,118	\$66,363	\$68,685	\$71,089
14+	\$56,454	\$58,430	\$60,475	\$65,721	\$68,022	\$70,402	\$72,867

APPENDIX C

The existing Sidebar Agreements shall be replaced with the following:

Merit-based Pay Study Committee

During the term of this Agreement, the BTA will work with the School Board in good faith to explore options for merit-based pay and to develop a plan to be discussed during negotiation of a successor Agreement. This activity does not pre-suppose agreement by either the Board or the BTA to include any such plan in the successor Agreement.

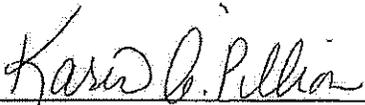
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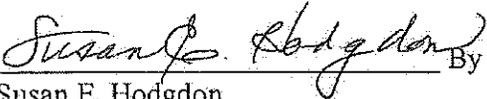
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day
of April, 2012.

BROOKLINE SCHOOL BOARD

**BROOKLINE TEACHERS'
ASSOCIATION**

By  By
Ernie Pistor, Chair
Brookline School Board


Karin Pillion, President
Brookline Teachers' Association

By  By
Susan E. Hodgdon
Superintendent of Schools


Nicole Bedard, Negotiator