

**AGREEMENT BETWEEN**  
**THE BROOKLINE SCHOOL BOARD**  
**AND**  
**THE BROOKLINE TEACHERS'**  
**ASSOCIATION**  
**NEA/NH**  
*2015-2017*

BROOKLINE TEACHERS' ASSOCIATION

2015-2017

Table of Contents

<b>ARTICLE I AGREEMENT</b> .....	1
<b>ARTICLE II RECOGNITION</b> .....	1
<b>ARTICLE III NEGOTIATIONS PROCEDURE</b> .....	1
<b>ARTICLE IV GRIEVANCE PROCEDURE</b> .....	2
<b>ARTICLE V STAFF EVALUATION</b> .....	4
<b>ARTICLE VI VACANCIES, TRANSFERS, AND ASSIGNMENTS</b> .....	4
<b>ARTICLE VII STAFF DEVELOPMENT</b> .....	4
<b>ARTICLE VIII COMPENSATION</b> .....	8
<b>ARTICLE IX SCHOOL NURSE</b> .....	10
<b>ARTICLE X WORKING CONDITIONS</b> .....	10
<b>ARTICLE XI DEDUCTIONS</b> .....	14
<b>ARTICLE XII INSURANCE BENEFITS</b> .....	14
<b>ARTICLE XIII LEAVE BENEFITS</b> .....	16
<b>ARTICLE XIV SEVERABILITY</b> .....	18
<b>ARTICLE XV DURATION</b> .....	18
<b>ARTICLE XVI ASSOCIATION RIGHTS</b> .....	19
<b>ARTICLE XVII EMPLOYEE RIGHTS</b> .....	19
<b>ARTICLE XVIII ACADEMIC FREEDOM</b> .....	20
<b>APPENDIX A GRIEVANCE REPORT FORM</b> .....	21
<b>APPENDIX B PROFESSIONAL STAFF SALARY SCHEDULES</b> .....	24
<b>APPENDIX C</b> .....	26
<b>SIGNATURE PAGE</b> .....	27

## 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, 2015 to June 30, 2017* 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 nurses, *guidance counselors and librarians*.

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.

### 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 the 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 Limits, Calculations and Extensions

**4.4.1 For a claim to be considered a grievance, the aggrieved party(ies) must submit the grievance in writing within twenty (20) days of the violation, misapplication or misinterpretation of the Agreement giving rise to the grievance.**

**4.4.2 All time limits in the Article shall mean school days, except as specified in Section 4.44 below.**

**4.4.3 Time periods and limits specified in this procedure may be extended by mutual agreement.**

**4.4.4 During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays). Notwithstanding the preceding sentence, the parties agree that the processing of grievances which are pending as of June 1 of any school year (i.e., grievances which have been properly filed pursuant to 4.4.1, above, and 4.5 below), may be suspended during the Summer recess, absent a specific request by either party. Requests for the continuation of the grievance process through the Summer should be made only when delay in resolution of the grievance may have operational, economic, or other identifiable consequences (e.g., witness availability, hiring decisions, etc.).**

### 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 Grievance(s) of a general nature, or involving decisions by the Superintendent or School Board, may be submitted by the Association to Level 2.

4.7 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.

4.8 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

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.

## 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.

## 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 ***\$2250 per course, for a maximum of nine (9) 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. ***All prepayment funds will be paid to the employee within thirty (30) days of receipt of the prepayment reimbursement by the Business Office.***
  - 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.
  - c. ***Except in cases of disability or, non-renewal or reduction in force of the employee, each bargaining unit member who has received a course reimbursement for other than the first three (3) credit hours is expected to***

**remain employed in the District for at least two full school years after the year in/for which he or she received the reimbursement. Any teacher who terminates employment with the District before working two full school years after the end of the school year in/for which he/she received a reimbursement/prepayment, shall refund the reimbursement/prepayment to the District pro-rated for each month less than the two year (10 mo. per year) requirement:**

**Example: Employee receives reimbursements for other than the first three (3) credits of \$1,200 in each of school years 2015-16, 2016-17, 2017-18, & 2018-19. Employee resigns in April 2019. Employee is obligated to refund as follows:**

2018-19	20/20 months = \$1,200
2017-18	12/20 months = \$ 720
2016-17	2/20 months = \$ 120
2015-16	= \$ 0

**The amount to be refunded will be deducted from the employee's final paycheck from the District. If the amount of the final paycheck is less than the amount owed by the employee, he/she shall repay the balance pro-rated monthly over four months, starting with the first day of the second month following the employee's last day of work with the District. In the event that the employee fails to make the required payments, the District may enforce the obligation in the appropriate Court, and the employee shall be responsible for any legal costs incurred by the District, including reasonable attorney's fees.**

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.
8. *Moneys for professional development shall be attributed to the fiscal year in which the majority of the course/activity occurs. For courses/activities which fall equally between two fiscal years, the funds shall be attributed to the later of the two years.*

#### 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

1. 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.
2. ***Summer IEP meetings and Summer Positions: Staff members who are required by the District to attend IEP or other special education team meetings after the final day of the work year will be compensated at an hourly rate based upon their respective salaries and per diem rates. Staff members who accept ESY or other summer positions within the Brookline School District will be paid an hourly rate of \$40.***

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.

***8.9 Retirement incentive sidebar will be extended through 2017.***

**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**

### **Policy GCQA - REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE**

*A. When the Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reduction, change in or consolidation of Board-authorized programs, or for any other reason determined necessary or desirable by the Board, the following reduction-in-force policy will be implemented.*

#### **Notice**

- 1. As soon as a reduction in force becomes necessary, the President of the Association shall be notified in writing, specifying the nature of the proposed reduction.*
- 2. For purposes of this policy, classifications will be defined as follows:*
  - a. Regular education PK- Grade 6*
  - b. Specialized teaching areas including Art, Computer, Foreign Language, Guidance, Nurse, Library, Mathematics, Music, Physical Education, and Reading and Special Education shall be classified PK-6*
- 3. The School Board will accept any written presentations regarding the reduction in force from individual instructional staff or the public.*

#### **B. Procedures for Determining Reduction in Force:**

- 1. The School Board will make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract).*
- 2. If further reductions in staff are necessary, the School Board should retain those instructional staff members who, in its discretion, will be the best instructional staff for the school system and the students it serves.*
- 3. Within these classifications, probationary instructional staff, as defined by RSA 189:14-a, shall be laid off first. If further reductions are necessary, then instructional staff on continuing contract will be laid off. A continuing contract instructional staff member is one who qualifies for notice, reasons, and a School Board hearing under the provisions of RSA 189:14-a. Among continuing contract instructional staff, the following criteria will be utilized:*
  - a. New Hampshire certification*

*b. Academic and professional preparation beyond minimum requirements*

*c. Instructional performance as determined by previous evaluations*

*4. If these factors are substantially equal, then seniority shall determine the order of layoff, with the least senior instructional staff member being laid off first. Seniority is defined as the total years of uninterrupted service to the Brookline School District. Approved leaves or transfers to a non-bargaining unit position shall not result in loss of previously accrued seniority. However, resignation shall terminate all previously accrued seniority.*

*5. Instructional staff shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred. The same conditions as A.2 shall apply to recall.*

*a. Laid off instructional staff shall be eligible for recall for a two-year period following their final day of employment.*

*b. Recall notice shall be mailed certified, return receipt requested. Instructional staff shall be responsible for notifying the Superintendent in writing of their current address.*

*c. Instructional staff shall have ten (10) calendar days to respond to any recall notice. Failure to accept recall shall terminate the instructional staff member's rights under this Article.*

*d. No new employees shall be hired for any vacancy within a classification while personnel laid off from those classifications are available to fill those positions.*

*e. Any instructional staff member recalled shall retain previously accrued benefits such as seniority and sick leave.*

*6. Should a vacancy occur within a classification and no instructional staff are on the recall list for that classification, then that vacancy shall be offered to the most senior instructional staff member laid off from another classification who is certified and substantially qualified to instruct that position. If the laid off instructional staff member refuses the vacant position, his/her recall rights shall be retained.*

*7. This reduction-in-force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.*

**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

*No co-coverage will be allowed. The following plans shall be offered to staff members:*

***BC3T10-RX10/20/45  
MTB10IPDED-RX10/20/45  
MTBSOS20/401KDED-RX 10/20/45***

*The Board shall pay for health insurance premiums as follows on a monthly basis:*

***-For single plans:***

- ***100% of the premium cost of the MTBSOS20/401KDED-RX 10/20/45 single plan;***  
***or***
- ***90% of the premium cost of any other selected plan;***
- ***With a maximum Board contribution of \$750\****

***-For two-person plans:***

- ***100% of the premium cost of the MTBSOS20/401KDED-RX10/20/45 two-person plan; or***
- ***80% of the premium cost of any other selected plan;***
- ***With a maximum Board contribution of \$1350\****

***-For family plans:***

- ***100% of the premium cost of the MTBSOS20/401KDED-RX family plan; or***
- ***70% of the premium cost of any other selected plan;***
- ***With a maximum Board contribution of \$1675\****

*\*For fiscal year 2017-2018, if no successor agreement has been reached by July 1, 2017, the school district will increase its maximum contribution toward any plan by an amount equal to 50% of the increase to the MTBSOS respective plan rate.*

*For the 2015-2016 and 2016-2017 school years, during the first year of a staff member's enrollment in the MTBSOS20/401KDED-RX 10/20/45 plan, the District shall offer that staff member a one-time premium offset, for services performed from July 1 to December 31 of that year, as follows:*

- *The offset shall be equal to the total out-of-pocket expenses applied by the insurance provider to the plan's deductible, with a maximum offset of \$1,000 for staff members electing single coverage, \$2,000 for staff members electing two-person coverage, and \$3,000 for staff members electing family coverage.*
- *Office co-pays, specialist visit co-pays, prescription co-pays, emergency room co-pays, urgent care co-pays, other co-pays, and Durable Medical Equipment expenses are not included.*
- *To be eligible for the premium offset, proof of expenses shall be provided to the SAU 41 Business Office no later than February 15<sup>th</sup> of the first school year of enrollment in the plan. The premium offset will be paid no later than May 30<sup>th</sup> of the first school year of enrollment in the plan.*
- *The premium offset will be subject to tax withholding.*

*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.*

*Any full-time staff member who is eligible for health insurance under this Agreement, who shows proof of otherwise being covered by a health insurance plan roughly comparable to any plan offered 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%

### 12.4 Long Term Disability

The Board shall provide a long term disability policy for each employee. The policy shall pay 66<sup>2/3</sup>% 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. Up to ninety (90) days unused sick days may be accumulated and carried over.*

*Maternity Leave: Sick leave for maternity will be paid pursuant to applicable law.*

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 *ten* 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, 2015** and shall remain in full effect and binding on the parties until **June 30, 2017** 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, place of residence, *or sexual orientation*.

#### 17.5 Personnel Files

*17.5.1 No adverse material, evaluations or otherwise shall be placed in a staff member's file without providing the staff member the opportunity to review the contents of such material prior to placement in the file. The staff member shall sign an acknowledgement that he/she has seen the document/material. The staff member's signature shall simply be evidence of the receipt of copy and not be construed as assent to the contents. The staff member may, within twenty (20) school days, attach a rebuttal to any such material.*

*17.5.2 Staff members shall have the right, upon reasonable notice, to review and make copies of any information in their personnel file, except confidential pre-employment references. Any staff members shall have the right to be accompanied by an Association representative when inspecting the staff member's personnel file. Request to inspect a personnel file will be given in writing to the Superintendent for his/her designee. The file shall be located in the SAU office.*

*17.5.3 Access to staff members personnel files will be limited to supervisory personnel within the District (including such persons employed or engaged by the District to carry out necessary or appropriate District functions), or as may be required by law.*

### 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:**

**Year 1:**

1. .5% table increase; salary 'ladder' moves up 1 step in columns B, B15, B30.
2. Employees on the table take one step.
3. Off table increase is 2%.
4. B45 is grandfathered, as in the previous contract.

**Year 2:**

1. 1% table increase; salary 'ladder' moves up 1 step in columns B, B15, B30.
2. Employees on the table take one step.
3. Off table increase is 1%.
4. B45 is grandfathered, as in the previous contract.
5. As of July 1, 2015, employees on the table who are on the Bachelor's track Step 7 or higher should be grandfathered and can go to Step 10, even though Step 10 in the Bachelors track will be eliminated in the 2016-2017 (year 2 of the contract) CBA.

SALARY TABLE 2015-2016							
EDUCATION LEVEL							
	B	B15	B30	M	M15	M30	M45
1	\$37,693	\$39,012	\$40,377	\$43,880	\$45,416	\$47,005	\$48,650
2	\$38,823	\$40,182	\$41,589	\$45,196	\$46,778	\$48,416	\$50,110
3	\$39,988	\$41,388	\$42,836	\$46,553	\$48,182	\$49,868	\$51,613
4	\$41,188	\$42,629	\$44,122	\$47,949	\$49,627	\$51,364	\$53,161
5	\$42,423	\$43,908	\$45,445	\$49,387	\$51,115	\$52,905	\$54,756
6	\$43,696	\$45,225	\$46,808	\$50,869	\$52,649	\$54,492	\$56,400
7	\$45,007	\$46,582	\$48,213	\$52,395	\$54,229	\$56,126	\$58,091
8	\$46,357	\$47,980	\$49,659	\$53,966	\$55,856	\$57,811	\$59,834
9	\$47,748	\$49,419	\$51,148	\$55,586	\$57,531	\$59,545	\$61,629
10	\$49,181	\$50,901	\$52,683	\$57,253	\$59,257	\$61,331	\$63,478
11	OFF	\$52,429	\$54,264	\$58,971	\$61,035	\$63,171	\$65,382
12	OFF	OFF	\$55,891	\$60,740	\$62,866	\$65,067	\$67,344
13	OFF	OFF	OFF	\$62,562	\$64,752	\$67,018	\$69,364
14	OFF	OFF	OFF	\$64,439	\$66,695	\$69,028	\$71,444
14+	OFF	OFF	OFF	\$66,050	\$68,362	\$70,754	\$73,231

SALARY TABLE 2016-2017

EDUCATION LEVEL

	B	xxB15	B30	M	M15	M30	M45
1	\$38,069	\$39,402	\$40,781	\$44,319	\$45,870	\$47,475	\$49,137
2	\$39,211	\$40,584	\$42,005	\$45,648	\$47,246	\$48,900	\$50,611
3	\$40,388	\$41,802	\$43,264	\$47,018	\$48,664	\$50,367	\$52,129
4	\$41,600	\$43,055	\$44,563	\$48,428	\$50,123	\$51,877	\$53,693
5	\$42,847	\$44,348	\$45,900	\$49,881	\$51,626	\$53,434	\$55,304
6	\$44,133	\$45,677	\$47,276	\$51,378	\$53,175	\$55,037	\$56,964
7	\$45,457	\$47,048	\$48,695	\$52,919	\$54,771	\$56,687	\$58,672
8	\$46,820	\$48,460	\$50,156	\$54,506	\$56,414	\$58,389	\$60,432
9	\$48,225	\$49,913	\$51,660	\$56,141	\$58,107	\$60,141	\$62,245
10	OFF	\$51,410	\$53,210	\$57,825	\$59,849	\$61,944	\$64,113
11	OFF	OFF	\$54,807	\$59,561	\$61,645	\$63,803	\$66,036
12	OFF	OFF	OFF	\$61,348	\$63,494	\$65,717	\$68,017
13	OFF	OFF	OFF	\$63,188	\$65,400	\$67,689	\$70,058
14	OFF	OFF	OFF	\$65,083	\$67,362	\$69,719	\$72,159
14+	OFF	OFF	OFF	\$66,710	\$69,046	\$71,462	\$73,964

### 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.

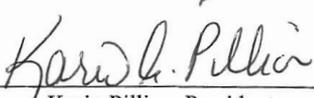
SIGNATURE PAGE

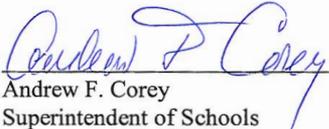
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 2nd day of September, 2015.

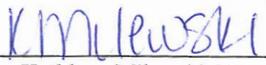
**BROOKLINE SCHOOL BOARD**

**BROOKLINE TEACHERS' ASSOCIATION**

By  By  
Ernie Pistor, Chair  
Brookline School Board

 By  
Karin Pillion, President  
Brookline Teachers' Association

By  By  
Andrew F. Corey  
Superintendent of Schools

 By  
Kathleen Milewski, Negotiator