

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

July 1, 2013 – June 30, 2016

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AGREEMENT

THIS AGREEMENT ("Agreement") made and entered on this _____ day of _____, 2013, by and between the New Boston School Board, hereinafter referred to as the "Board" "Employer" or "District" and the New Boston Education Association, NEA- New Boston, hereinafter referred to as the "Association." The use of "teachers," "employee(s)" or "staff members" shall mean bargaining unit members as defined in Article I. Termination of this Agreement shall not be construed as limiting or modifying rights or benefits granted to the Association, the District or any employee by RSA 273-A.

ARTICLE I

RECOGNITION / MODIFICATION / PART-TIME EMPLOYEES

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

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. On or before the second Tuesday of September of any year preceding the expiration date of this agreement, either party may notify the other party, in writing, of its intent to negotiate terms of a successor agreement. Within fourteen (14) calendar days of the receipt of the notice, the parties shall recognize receipt of the notice and plan to meet within 30 days.
- B. The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all issues raised with respect to the terms and conditions of employment.

- C. Any agreement reached shall be reduced to writing and signed by the Board and the Association.
- D. If any agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12.
- E. Either party may, if it desires, utilize the services of outside consultants.
- F. It is recognized that any agreement between the parties is subject to funding by the voters of New Boston. If adequate funding is not forthcoming, the parties agree to reopen negotiations in accordance with RSA 273-A.

ARTICLE III

ASSOCIATION RIGHTS

- A. Special conferences for important matters will be arranged between the Association and the Board upon request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of the Board.
- B. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association materials.
- C. The Association shall have the right to use school facilities for meetings and school equipment, including computers and modern copy machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of all such equipment.
- D. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations or staff responsibilities.
- E. Association officers or their designees, during working hours and without loss of time or pay, may represent employees and investigate and present grievances to the employer, provided it does not unreasonably interfere with regularly scheduled work.
- F. The Association shall be given an opportunity at the end of all faculty meetings to make announcements.
- G. At the request of the Association and with reasonable prior notice, including the subject matter, the Board shall place the Association on its agenda for regular School Board meetings.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Pursuant to RSA 273-A, the Board hereby agrees that every employee shall have the right, freely, to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board will not discriminate against any employee with respect to hours, wages or terms or conditions of employment by reason of his or her membership in the Association; his or her participation in any activities of the Association or collective negotiations with the Employer; or his or her institution of any grievance, complaint, or proceeding under this agreement.
- B. The Employer agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, color, religion, marital status, national/ethnic origin, age, sex, sexual orientation, disability or place of residence. The Board recognizes that employees are protected by laws of the State of New Hampshire and the United States.

ARTICLE V

JURISDICTION AND AUTHORITY

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

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

ARTICLE VI

PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

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

- B. Based upon administrative capacity, the board will allow employees to designate voluntary payroll deductions to be withheld from their paychecks and remitted directly to certain third party organizations. Direct deposit of an employee's net payroll will be made to no more than two financial institutions designated by the employee. Reasonable rules may be implemented to facilitate the operation of this provision.
- C. The Board agrees to provide a Section 125 plan *with voluntary employee contributions allowed up to that permissible by law*. The plan allows employees to elect to set aside pre-tax dollars for (1) payment of the employee's share of medical insurance premiums, (2) reimbursement of medical expenses not covered by the insurance and/or reimbursement of dependent care expenses. The association agrees to promote the utilization of the Section 125 plan amongst the association membership.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

The parties acknowledge that it is more desirable for a Staff Member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

C. Right of Representation

A Staff Member covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to his/her requesting such representation. The unavailability of any particular individual, exceeding 24 hours, shall not cause unreasonable delay in grievance processing and/or investigation.

D. Time Limit

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

E. Formal Procedure

Level 1. Within seven (7) days of receipt of a formal grievance, the building principal shall meet with the aggrieved Staff Member. Within five (5) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level 2 within seven (7) days of receipt of any answer given at this level.

Level 2. Within seven (7) days of a grievance being referred to this level, the Superintendent or designee will meet with the participants of Level 1 and examine the facts of the grievance. The Superintendent shall give his/her written answer within seven (7) days of any such meeting. If the grievance is not settled at this level, then within seven (7) days from receipt of the answer rendered at this level, the grievance may be referred to Level 3, the School Board.

Level 3. Within fourteen (14) days of a grievance being referred to this level, the Board will hold a hearing with the participants and examine the facts of the grievance. The Board will thereafter, within fourteen (14) days of such hearing, give its answer, in writing. If the grievance is still not settled, the matter may be referred to arbitration by the Association as set forth in Level 4 of this procedure.

Level 4. If the matter is referred to arbitration, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within fourteen (14) days of the Association's request for arbitration, then either party shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, including such matters of procedural and substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a written decision to both parties. The parties agree to share equally in the compensation and expenses of the arbitrator. The arbitrator's decision shall be advisory on both parties. Nothing contained herein shall be construed to deny to either party the right to take action under RSA 273-A:5, I. (h), A:5II. (f) and RSA 273-A:15.

- F. Time periods specified in this procedure may be extended by mutual agreement.
- G. Grievance(s) involving decisions by the Superintendent or School Board may be submitted by the Association to Level 2.
- H. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- I. The parties agree that staff members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal for participating in any grievance proceeding.

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

ARTICLE VIII

WORKING CONDITIONS

A. School Year

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

B. School Day

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

Permission for early departure may be granted by building principal to attend classes, meetings, or medical and dental appointments, providing such early dismissal does not disrupt the orderly operation of school activities.

Professional staff meetings (full staff, horizontal, vertical, grade level) shall be limited to two (2) per month, except in the case of emergency. Such meetings shall begin no later than fifteen (15) minutes after student dismissal and shall run no longer than sixty (60) minutes.

C. Duty Free Lunch

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

D. Planning Time

Each teacher shall have scheduled three (3) unencumbered planning periods during the time that his/her class is under supervision of an art, music, or physical education teacher or another block of time of equal duration during the student day within the work week. If a planning period is missed because the administration is unable to hire a substitute teacher for art, music or physical education the principal will provide substitute coverage for an alternate planning period within three school days.

E. Duties

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

F. Discipline

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

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

G. Personnel Files and Complaints

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

H. Evaluation

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

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

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

ARTICLE IX

VACANCIES, TRANSFERS, AND ASSIGNMENTS

- A. Employees shall be given initial written notification of their assignment by April 15, preceding the new school year. It is understood that this assignment may be changed to meet the needs of the District. However, if a transfer or reassignment is necessary, the employer will first seek volunteers who are certified and qualified. Involuntary transfers are to be avoided if reasonably possible. Any staff member involuntarily transferred may resign his/her position without prejudice.

- B. Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the official bulletin board at school for at least five (5) working days prior to the deadline for application. The posting shall state the position to be filled, qualifications, starting day, and other relevant terms of employment. Teachers who are interested in being assigned to another position for the next school year may make known their interest by submitting a written statement to the principal before May 1. The parties understand that any vacancy shall be filled with the most qualified candidate. If there are no substantial differences in qualification between candidates for the position, preference will be given to current employees who have applied for the vacancy.

ARTICLE X

REDUCTION IN FORCE

- A. If it becomes necessary to reduce the number of teachers through a layoff, the Superintendent will make every reasonable effort to effect such reduction by attrition, and, if necessary, by non-renewal of teachers who have taught in the New Boston School District for three (3) years or less.

- B. If further layoffs are necessary, then teachers shall be laid off based on the following classifications:

1. Grades K-6
 2. Specialists, by the following subject areas:
Art, Music, PE, Library/Media, Guidance, Nurse, Reading Specialist, Speech Therapist, Speech & Language Pathologist, Occupational Therapist
 3. Special Education (by areas of Certification)
- C. Among continuing contract teachers, the following criteria will be utilized within the above classifications: certification, highly qualified status, seniority, and job performance. Job performance will be assessed in accordance with District practice within the Advancing Student Learning Handbook (professional development plan, action plan, and improvement plan).
- D. Seniority is defined as the total years of uninterrupted service to the New Boston School District within a bargaining position. Approved leaves shall not result in loss of previously accrued seniority. Part time New Boston staff members covered by this Agreement shall accrue seniority on a pro-rata basis.
- E. Teachers shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred.
1. Laid off teachers shall be eligible for recall for a fifteen (15) month period following their final date of employment.
 2. Teachers shall be responsible for notifying the Superintendent, in writing, of their current address. Recall notices shall be mailed certified, return receipt requested.
 3. Teachers shall have 20 calendar days to respond to any recall notice. Failure to accept recall shall terminate the teacher's rights under this Article.
 4. Teachers who are recalled shall retain previously accrued benefits, including seniority and sick leave.

ARTICLE XI

PROFESSIONAL COMPENSATION

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

- C. Placement on the salary schedule shall be in accordance with the total years of experience, highest degree and the number of credits earned.

RN salary will be 90% of the BA track at the applicable step if the nurse does not hold a Bachelor's or higher degree. RN salary will be at the applicable step and track if the nurse holds a Bachelor's or higher degree.

No new employee shall be placed on the salary schedule at a level higher than that of a current employee with the same level of academic preparation and teaching or related experience. The interpretation of this section shall not be arbitrary or capricious.

- D. If, during the staff member's recertification period, he/she accumulates at least 150 clock hours of staff development for recertification, he/she shall be paid a stipend of \$250.
- E. The salary schedule is based upon the regular school year as set forth in Article VIII. For assignments in excess of their regular school calendar, staff members shall be paid a per diem based on their placement on the salary schedule. Staff members who work for the school during the extended year program shall be paid an hourly rate of \$35.

The District will designate and budget for four teachers and the school nurse to attend Sargent Camp each year, for a total of four days and nights, at a rate of \$175 per person per day/night, and a total of \$3,500. The particular teachers attending may differ from day to day.

- F. Employees shall be paid bi-weekly, on every other Thursday throughout the school year, beginning no later than the second Thursday after the opening of the school year in which the teacher is employed. Each employee shall have the option of salary payments pro-rated on the basis of 22 or 26 pay periods. Employees electing 22 pay periods shall receive the balance salary in a lump sum on the last payday of school in June.
- G. The full day immediately before the students' first day of school shall be a teacher workshop day reserved for teachers to prepare their classrooms and confer with colleagues and specialists; except for a 1 hour block of time set aside for such activities, this day shall be free of administration-directed meetings and without student contact. The full day immediately following the students' final day of school shall be a teacher workshop day reserved for teachers to close up their classrooms and confer with colleagues and specialists; this day shall be free of administration-directed meetings and without student contact. Up to one hour of this day may be set aside by the principal for an end-of-year staff meeting.

H. Retirement

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

| | | |
|--|---|---------|
| Fifteen to Nineteen years of service | = | \$6,000 |
| Twenty to Twenty-four years of service | = | \$7,500 |
| Twenty-five or more years of service | = | \$9,000 |

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

I. Extra Curricular Activities

Employees shall be awarded up to a total of \$1,500 for student related extracurricular activity. A committee of union and administrative members shall determine the criteria for stipends taking into consideration hours on task and number of staff members involved and student participation.

J. Service to the District

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

| | BA+ | MA+ |
|----------------------|---------|---------|
| 16 through 19 years: | \$1,250 | \$1,500 |
| 20 through 24 years: | \$1,600 | \$1,850 |
| 25 or more years: | \$2,000 | \$2,250 |

In addition to the above, employees who are at the top step of the grid for more than one year, and who have provided 10 through 15 years of service to District shall receive a \$500 stipend without regard to qualifications.

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

K. Step Advancement

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

L. Sick Leave Payment

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

ARTICLE XII

PROFESSIONAL DEVELOPMENT

A. Course and Workshop Reimbursement.

Teachers shall be entitled to one thousand dollars (\$1,000) per teacher per year for courses or workshops in which the teacher achieves a course grade of "B" or higher. The teacher must obtain prior approval from the Superintendent for such reimbursement, and once approved, may access Professional Development funds as follows: Teachers may access one-third (1/3) of Professional Development funds from July 1 to August 31; one-third (1/3) of Professional Development funds from September 1 to December 31; and the remaining one-third (1/3) from January 1 to June 15 of any contract year. The balance of the amount remaining at the end of the year will be available to those who have exceeded the \$1,000 allotment. The Board shall not be required to expend beyond \$21,000 for reimbursement in each fiscal year. Applications for courses or workshops will only be accepted within thirty (30) days prior to the beginning of the above mentioned time periods.

B. Payment

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

C. Committees

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

D. Track Advancement

Credits eligible for track advancement will be appropriate to the teaching and/or other responsibilities of the staff member and must be approved as such by the administration. Teachers who anticipate acquiring a sufficient number of credits to qualify for track advancement the next school year shall be required to notify the Superintendent no later than November 15 of the school year preceding the effective date of the anticipated salary advancement. The salary will be prospectively adjusted for track advancement within thirty days of receipt by the principal of qualification documentation. The salary adjustment shall be effective as of the date of submission of the qualification documentation.

ARTICLE XIII

LEAVE BENEFITS

A. Sick Leave

Each professional employee shall earn sick leave at the rate of one and one quarter (1.25) days for each month of employment as of the first day of such month from September through June of each school year, provided, however that an employee shall not accumulate more than twelve and one half (12.5) sick leave days per- school year, cumulative to 90 days. Those staff members who, as of July 1, 2004 have accumulated more than 90 days shall be "red circled". Sick leave shall be available for use in case of illness or disability for the staff member, including up to fifteen (15) days for members of his/her household or immediate family. For the purposes of this section, the term "immediate family" shall mean a staff person's parent, spouse or domestic partner, and natural born, adopted, or foster child. Requests for leave in excess of 15 days due to illness or disability of members of the employee's household or immediate family must be submitted to the Board for consideration. Each September, employees shall be notified in writing of their available sick leave.

Notwithstanding the above, unit members in their first year of employment with the District may be advanced 5 sick days to be used in September to January 1 of that first school year, provided they must have earned back all such days at the end of the school year.

Sick Leave Bank

The Board agrees that the Unit may establish a Sick Leave Bank to cover employees in the event of a long-term illness. The Sick Leave Bank shall be administered by a committee composed of three (3) members of the association appointed by the President, hereinafter called the Administrative Committee. The

Administrative Committee will notify District administration of days withdrawn from the Sick Leave Bank and to whom the days are granted

Each employee wishing to participate in the Bank agrees to donate two (2) sick leave days accrued in a one year period to be deposited in said Bank, such days to be deducted from the employee's annual Sick Leave.

Employees may enroll as soon as they have two sick leave days to contribute. The month of October of each year shall be a new enrollment period. The Administrative Committee shall inform the Superintendent in writing of the members wishing to participate by November 1 of that year. Sick days in the Bank shall accrue from year to year to a maximum of one hundred (100) days after which additional donations shall not be required until the bank drops below fifty (50) days.

An employee shall become eligible to request benefits from the Sick Leave Bank after exhausting all personal and sick leave days. Approval of such requests shall be made at the discretion of the Administrative Committee.

The union shall indemnify, defend, and hold harmless the District and all of its agents and employees against any and from all claims, demands, suits, legal costs or other forms of asserted damage or liability (monetary or otherwise) arising out of or relating in any way to the operation of the Sick Leave Bank, including without limitation claims relating to FMLA, the tax code or law, federal or state, or any other law, common or statutory.

B. Personal Leave

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

C. Bereavement Leave

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

D. Association Leave

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

E. Professional Leave

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

F. Jury Duty

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

G. Family Leave

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

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

H. Other Leaves

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

ARTICLE XIV

INSURANCE

A. Health

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

| | |
|---------------|------------------------|
| <u>Single</u> | <u>2-person/family</u> |
| 90% | 81% |

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

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

B. Dental

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

90% of single premium

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

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

C. Life Insurance

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

D. Long-Term Disability

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

ARTICLE XV

SEVERABILITY

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

ARTICLE XVI

PEACEFUL RESOLUTION OF DIFFERENCES

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

ARTICLE XVII

EFFECT OF AGREEMENT

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

ARTICLE XVIII

DURATION

This Agreement shall be effective as of July 1, 2013 and continue in full force and effect until June 30, 2016. No terms of this Agreement shall be the subject of further negotiations or modifications unless both parties so agree.

ARTICLE XIX

JOB SHARING

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

APPENDIX A
SALARY SCHEDULE

The following salary grids represent step plus 1% in year 2013-14; step plus 1% in year 2014-15; step plus 1.5% in year 2015-16

| Salary Grid | 2013-14 | | | | | |
|-------------|---------|--------|--------|--------|--------|--------|
| Step | B | B+15 | B+30 | M | M+15 | M+30 |
| 1 | 33,278 | 34,377 | 35,509 | 36,682 | 37,892 | 39,144 |
| 2 | 34,111 | 35,236 | 36,397 | 37,599 | 38,841 | 40,121 |
| 3 | 34,944 | 36,096 | 37,286 | 38,516 | 39,788 | 41,099 |
| 4 | 36,051 | 37,240 | 38,471 | 39,744 | 41,053 | 42,408 |
| 5 | 37,161 | 38,386 | 39,653 | 40,964 | 42,314 | 43,712 |
| 6 | 38,825 | 40,107 | 41,430 | 42,799 | 44,210 | 45,670 |
| 7 | 39,933 | 41,249 | 42,611 | 44,022 | 45,472 | 46,971 |
| 8 | 41,043 | 42,397 | 43,793 | 45,240 | 46,732 | 48,274 |
| 9 | 42,153 | 43,543 | 44,979 | 46,467 | 47,994 | 49,582 |
| 10 | 43,818 | 45,262 | 46,755 | 48,298 | 49,892 | 51,539 |
| 11 | 45,481 | 46,980 | 48,529 | 50,134 | 51,787 | 53,495 |
| 12 | 47,145 | 48,697 | 50,307 | 51,971 | 53,683 | 55,455 |
| 13 | 48,808 | 50,420 | 52,084 | 53,805 | 55,578 | 57,413 |
| 14 | | 53,245 | 55,001 | 56,820 | 58,690 | 60,629 |
| 15 | | | 57,682 | 59,587 | 61,550 | 63,584 |

| Salary Grid | 2014-15 | | | | | |
|-------------|---------|--------|--------|--------|--------|--------|
| Step | B | B+15 | B+30 | M | M+15 | M+30 |
| 1 | 33,611 | 34,721 | 35,864 | 37,049 | 38,271 | 39,535 |
| 2 | 34,452 | 35,588 | 36,761 | 37,975 | 39,229 | 40,522 |
| 3 | 35,293 | 36,457 | 37,659 | 38,902 | 40,186 | 41,510 |
| 4 | 36,411 | 37,612 | 38,856 | 40,141 | 41,464 | 42,832 |
| 5 | 37,533 | 38,770 | 40,049 | 41,373 | 42,737 | 44,149 |
| 6 | 39,214 | 40,508 | 41,845 | 43,227 | 44,652 | 46,127 |
| 7 | 40,333 | 41,662 | 43,037 | 44,462 | 45,927 | 47,441 |
| 8 | 41,454 | 42,821 | 44,231 | 45,692 | 47,199 | 48,757 |
| 9 | 42,575 | 43,979 | 45,429 | 46,932 | 48,474 | 50,078 |
| 10 | 44,256 | 45,715 | 47,222 | 48,781 | 50,391 | 52,055 |
| 11 | 45,936 | 47,450 | 49,015 | 50,636 | 52,305 | 54,030 |
| 12 | 47,616 | 49,184 | 50,810 | 52,490 | 54,219 | 56,010 |
| 13 | 49,296 | 50,924 | 52,605 | 54,343 | 56,134 | 57,988 |
| 14 | | 53,778 | 55,551 | 57,388 | 59,277 | 61,236 |
| 15 | | | 58,259 | 60,183 | 62,166 | 64,219 |

| Salary Grid | 2015-16 | | | | | |
|-------------|---------|--------|--------|--------|--------|--------|
| Step | B | B+15 | B+30 | M | M+15 | M+30 |
| 1 | 34,115 | 35,242 | 36,402 | 37,605 | 38,845 | 40,128 |
| 2 | 34,969 | 36,122 | 37,313 | 38,545 | 39,817 | 41,130 |
| 3 | 35,823 | 37,004 | 38,224 | 39,485 | 40,789 | 42,133 |
| 4 | 36,958 | 38,176 | 39,438 | 40,743 | 42,086 | 43,474 |
| 5 | 38,096 | 39,351 | 40,650 | 41,994 | 43,378 | 44,811 |
| 6 | 39,802 | 41,116 | 42,472 | 43,875 | 45,322 | 46,819 |
| 7 | 40,938 | 42,287 | 43,683 | 45,129 | 46,616 | 48,152 |
| 8 | 42,076 | 43,463 | 44,894 | 46,378 | 47,907 | 49,488 |
| 9 | 43,214 | 44,638 | 46,111 | 47,636 | 49,201 | 50,829 |
| 10 | 44,920 | 46,400 | 47,931 | 49,513 | 51,147 | 52,836 |
| 11 | 46,625 | 48,162 | 49,750 | 51,395 | 53,089 | 54,840 |
| 12 | 48,330 | 49,922 | 51,572 | 53,278 | 55,033 | 56,850 |
| 13 | 50,036 | 51,688 | 53,394 | 55,158 | 56,976 | 58,857 |
| 14 | | 54,584 | 56,384 | 58,249 | 60,166 | 62,154 |
| 15 | | | 59,133 | 61,086 | 63,098 | 65,183 |

APPENDIX B

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

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

APPENDIX C

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

SIGNATURE PAGE

Wendy L. Lambert
Chair, New Boston School Board

4/4/2013
Date

Ruth O'Brien
Witness

4/4/13
Date

Jennifer Moulton
Co-President, New Boston Education Association

4-3-2013
Date

[Signature]
Witness

4/3/2013
Date

[Signature]
Co-President, New Boston Education Association

4/3/2013
Date

Jennifer Moulton
Witness

4/3/2013
Date



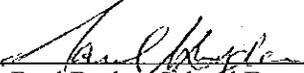
New Boston Central School
15 Central School Road
New Boston, NH 03070
(603) 487-2211
Fax: (603) 487-2215

March, 2013

During contract negotiations for the Collective Bargaining Agreement to cover 2013-2016, the negotiators agreed that this memorandum of understanding would be created relative to special education meeting times.

Historically, all special education meetings have been held before and after the regular school day. Although much of this meeting time occurs during the contracted school day, some meetings extend beyond the contracted time. On an occasional basis, these meetings are acceptable. For some staff members, especially special education case managers and service providers (OT, Speech), the number of additional meetings can extend beyond the acceptable "occasional meeting" parameter.

During this school year (2012-2013), school administration will work with the professional staff to create a service model and meeting format which is more equitable for all staff members, with the intent to reduce the number of after school meetings for those who were previously required to attend a high number of meetings.



Paul Ryder, School Board

4-5-13

Date



Jude Chauvette, Principal

4/1/13

Date



Judith Limondin, NBEA

4/1/13

Date



Diane Dana, NBEA

4/1/13

Date

