

AGREEMENT

Between

THE BRENTWOOD TEACHERS' ASSOCIATION

And

THE BRENTWOOD SCHOOL BOARD

BRENTWOOD TEACHER CONTRACT

September 1, 2014-August 31, 2017

# BRENTWOOD TEACHER CONTRACT 2014-2017

## ARTICLE I

### RECOGNITION

- A. The Brentwood School Board, hereinafter referred to as the “Board”, recognizes the Brentwood Teachers’ Association, hereinafter referred to as the “Association”, as the exclusive representative of all the teachers, of the Brentwood School District for so long as the Association is so certified by the New Hampshire Public Employee Labor Relations Board (“PERLB”). The term teacher applies to anyone working under the Brentwood teachers’ contract. The term teacher shall include teachers, nurses, librarians, occupational therapists, speech therapists, physical therapists, guidance counselors and school psychologists.

## ARTICLE II

### MANAGEMENT RIGHTS

- A. The Board, subject only to the language of this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all the activities of the School District. The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

## ARTICLE III

### NEGOTIATION PROCEDURES

- A. This Agreement is the product of collective bargaining negotiations in accordance with RSA 273-A.
- B. **Not later than the first Friday in October**, either party may submit to the other written notice of its intention to negotiate a successor agreement. In the event of an impasse, the cost of the services of a mediator and/or fact finder, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be equally shared by the Board and the Association.

ARTICLE IV  
GRIEVANCE PROCEDURE

I. DEFINITIONS

- A. A “grievance” shall mean a complaint by a teacher that there has been violation, misinterpretation, or inequitable application of any of the provisions of this agreement by the School District.
- B. A “grievant” is the person making the complaint.
- C. The term “school working days” when used in this article shall mean Monday through Friday excluding state holidays.

II. INITIATION AND PROCESSING

- A. Before filing a formal written grievance, the person with the complaint (not a representative of the Association) shall attempt to resolve the complaint orally with the Principal.
- B. A grievance, to be considered under the following procedure, must be initiated in writing by the grievant, to the Principal, within thirty (30) school working days of the occurrence or when the grievant should have reasonably known of its occurrence.

1. LEVEL ONE—PRINCIPAL

- a. The Principal shall give a decision in writing to the grievant and an Association representative within five (5) school working days of the receipt of the written grievance.

2. LEVEL TWO—SUPERINTENDENT

- a. If a grievance is not resolved to the grievant’s satisfaction, or if no decision has been rendered by the Principal within five (5) school working days, the grievant may appeal to the Superintendent in writing within five (5) school working days of receipt of the Principal’s written decision, or failing such a decision, within ten (10) school working days of the filing of the grievance. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) school working days of receipt of the appeal. The Superintendent shall render his/her written decision to the grievant, to the Principal, and to the Association within a period not to exceed ten (10) school working days following the meeting.

3. LEVEL THREE—BOARD

- a. If the grievance is not resolved to the grievant’s satisfaction, or if no decision has been rendered by the Superintendent within ten (10) calendar days of the meeting, the grievant may appeal for a hearing before the Board. Such appeal must be made within ten (10) school working days after the receipt of the Superintendent’s decision, or failing such a decision, within twenty (20) school working days of the meeting between the Superintendent and the grievant. Such appeal for a hearing before the

Board shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the appeal to the Board within five (5) school working days of receipt. The Board shall hold a hearing within thirty (30) school working days. Within five (5) school working days of the hearing the Board shall render a decision in writing and the reasons therefore, and forward copies of the decision to the grievant, the Superintendent, the Principal, and the Association.

4. LEVEL FOUR—ARBITRATION

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, or if no decision is rendered within five (5) school working days of the Board hearing, the grievant shall notify the Association. If the Association determines that the matter should be arbitrated further, the Association shall, in writing, so advise the Board within ten (10) school working days of the Board's decision. The Association will then initiate a request for arbitration to the American Arbitration Association, requesting that the American Arbitration Association immediately after the receipt of the request submit a list of qualified arbitrators for selection by the parties, in accordance with rules and procedures prescribed by it for making such designation. A teacher may only pursue arbitration of a grievance with the approval of the Brentwood Teachers' Association.
- b. The decision of the arbitrator will be binding to both parties.
- c. The Board, the grievant, and the Association shall receive copies of the Arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's meeting.
- d. The fees and expenses of the arbitrator shall be shared by the Board and the Association equally.

C. RIGHTS TO REPRESENTATION

1. A grievant may represent himself/herself or be represented by the Association **at all levels of the grievance process.**
2. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, and reprisal with respect to the processing of a grievance.
3. All documents, communications, and records dealing with the processing of grievance shall be filed separately from the teacher's personnel file.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Association and its representatives may be granted use of the District buildings for meetings at such times as will not interfere with the normal operations of the School

District. The Association shall submit a written request to the Principal of the desired building at least 2 weeks prior to the date requested, and the Principal shall notify the Association of the availability within 3 calendar days of receipt of such request. Once notified, other meetings will not be scheduled on this day unless mutually agreed on.

- B. The Association and its representative may post notices of the Association activities and matters of Association concern in the teachers' room.
- C. The Association shall be granted the use of the teacher mailboxes for communications.
- D. The Association President shall be given an opportunity to speak to the Brentwood Teachers on the teacher preparation day at the beginning of the year as described in article IX, Section B.
- E. The Association may be granted the use of school equipment when such equipment is not otherwise in use, at reasonable cost to be determined by the Board.
- F. The Association shall be entitled to have two (2) members released without loss of pay to attend the NEA-NH Assembly of Delegates for one day.
- G. The Association dues will be deducted from a teacher's regular salary paychecks upon request of the teacher. Deductions shall be in equal installments during the school year. If a teacher leaves the district before the full dues have been deducted, the balance due shall be deducted from the teacher's final check. A report of these deductions will be provided to each teacher along with tax information at the end of each tax year.
- H. At the end of each month, the School District will transmit all current month's dues which have been deducted to the Treasurer of the Association. The School District has no responsibility regarding Association dues other than to transmit funds to the Association. Any and all disputes concerning the payment of dues are between the Association and the member(s).
- I. The Board shall provide the Association with information in the public domain within a reasonable time when it is requested by the Association President, including a copy of the School Board Agenda. Copies of the minutes of the meetings will be forwarded to the Association President as soon as they are available.
- J. When a Board policy is established or an existing policy is changed, two (2) copies will be forwarded to the Association President as soon as they are available.
- K. When public information is available, and is requested by the Association from the School District Office, this information shall be provided electronically if possible, or hard copy when not, within a reasonable time.

## ARTICLE VI

### TEACHERS' RIGHTS

- A. Upon initial employment, the School District will give each teacher a copy of this agreement and Teacher Evaluation guide.

- B. The District shall post, in the teachers' room, written notice of all teaching position vacancies in the school as soon as the vacancy occurs. Brentwood teachers who apply for the vacant position by the closing date stated on the posting will be granted an interview as long as the applicant is properly certified for the position at the time of the interview.
- C. Professional employees shall not be disciplined or discharged except for just cause. Such discipline or discharge shall exclude non-renewal of first, second, and third year teachers. This just cause shall not apply to teacher evaluations. The Board recognizes that teachers have certain rights under state law with respect to disciplinary actions. All disciplinary actions will be conducted in accordance with these rights.
- D. A teacher shall be called out of class for a meeting relating to disciplinary matters only when there is an emergency, or when time is of the essence. All other disciplinary meetings should take place outside of class hours. Whenever possible, a teacher should receive advance notice of a scheduled meeting.
- E. The Board agrees to maintain a safe and comfortable work environment. The Board agrees to comply with municipal and local regulations.
- F. All re-assignments will be for sound educational reasons, and the person being re-assigned will be so notified in writing prior to signing the contract for the following year. Any teacher being re-assigned after June 15<sup>th</sup> will be compensated \$300 for curriculum preparation for their new assignment. All teachers who are re-assigned will be provided a current copy of grade-level curriculum standards and a list of programs being implemented, including teaching materials and equipment used at that new grade level. All re-assignments are non-grievable.

ARTICLE VII  
PERSONNEL FILE

- A. A teacher shall have the right to review the contents of his/her personnel file and to receive copies of any documents contained therein. The teacher's personnel file resides at the SAU 16 office. A copy of the teacher's file will be given without charge up to twenty (20) pages. Additional pages will be provided at cost.
- B. No materials describing a teacher's conduct, service, character, or personality shall be placed in his/her file residing at the SAU office unless the teacher has been given the opportunity to review and sign the material. Such signature shall not necessarily indicate agreement with the material. The teacher shall have the right to submit a response to such material within ten (10) school working days of receipt and have such response reviewed by the Superintendent or designee and attached to the file copy. In the event that the administration removes any material from a teacher's file, a date notation stating what has been removed and the reason for such removal shall be placed in the file.

- C. Materials kept in any files other than the official SAU file are not to be used for evaluation without the teacher's knowledge and are not to be disclosed to anyone without the teacher's knowledge, except in the case of a serious criminal offense. Any document to which a teacher has not been given access shall not be utilized against the teacher.
- D. Any complaint which is directed to a teacher's supervisor by a parent, student, or other person shall be promptly called to the attention of the teacher and investigated. No such complaint shall be placed in the file unless the teacher has an opportunity to meet with the complainant.

## ARTICLE VII

### STAFF APPRAISAL

- A. The parties recognize the importance and value of a procedure for evaluating the performance of both newly employed and experienced teachers for the purpose of identifying individual strengths and weaknesses and for improving the level of instruction in the school district. To this end, teachers shall be evaluated according to the SAU 16 Professional Development Master Plan.
- B. All monitoring, observation, or evaluation of the work or performance of a teacher by the Principal shall be conducted openly and with full knowledge of the teacher.
- C. A teacher shall be given a copy of any observation report, in accordance with Board policy, within ten (10) school working days. Any areas of weakness shall be discussed with the teacher and specific assistance and recommendations shall be offered. Assistance shall be ongoing, and time for improvement, as determined by the Principal and the teacher, shall be provided along with recognition of those strengths noted in the evaluation.
- D. The SAU 16 Professional Development Master Plan policy on teacher evaluation will remain in effect during the period of this Agreement unless amended by the Board. The Association will be given the opportunity to participate in any contemplated changes of the appraisal process and/or instrument. **The Association will provide feedback to the Board regarding proposed changes.** It is understood that the final decision on teacher evaluation policies rests with the Board.

## ARTICLE IX

### WORK DAY/YEAR

- A. The work year for a teacher shall be one hundred eighty six (186) days. Working days are defined as seven (7) hours in length, commencing fifteen (15) minutes before the start of the student day and ending fifteen (15) minutes after the end of the student day.

- B. One hundred eighty (180) days of the 186-day contract year are for direct contact with students. Of the six (6) additional days, three (3) days will occur at the beginning of the year. The first day is reserved for teachers to prepare their classrooms and shall be free of meetings and without student contact. The content and planning of the other two (2) days will be at the discretion of the principal. One day at the end of the year is reserved for teachers to close up their classrooms and shall be without student contact; up to one hour of the final day may be set aside by the principal for an end of the year staff meeting. Two (2) full days (in addition to any early release days or after school work sessions) are reserved for staff planning and the improvement of strategies and practices related to curriculum, instruction, student assessment, staff development, parent involvement or other topics critical to student achievement. These days will occur within the school year according to the SAU 16 calendar. The principal has full discretion on the content and planning for these days.
- C. Should the principal request that a teacher work beyond the 186 contracted days, the teacher will be compensated in half-day increments based on a seven hour workday. Professional development such as conferences and curriculum work is excluded from this provision.
- D. The school day may be extended up to one (1) hour three (3) days per month (for a total of three (3) hours per month) at the Principal's discretion for professional staff meetings and work sessions. The Principal shall notify the Association two weeks in advance in the event that he or she wishes to combine time, in one-half hour increments, up to a maximum of two (2) hours at a time for more concentrated working and planning time. Staff meetings and work sessions will be announced at least two (2) weeks in advance. The Principal may call additional meetings when necessary to address urgent situations. It is expected that teachers will devote the time necessary to perform their professional duties.
- E. Permission for early departure may be granted by the Principal, provided such early departure does not disrupt the orderly operation of school activities.
- F. All teachers shall receive a duty free, uninterrupted lunch period of thirty (30) consecutive minutes. Professional employees may leave the building during their lunch time provided they notify the main office prior to their leaving and upon their return.
- G. All teachers shall have duty assigned at the discretion of the building principal. Teachers will have input into the development of the duty schedule and will provide feedback for consideration once the schedule is proposed.
- H. All employees required by the principal to attend overnight student-related function will receive \$175 (one hundred seventy five) for each night.
- I. Professionals authorized by the administration to use their own vehicles for school business shall be reimbursed per round trip at the IRS mileage rate.
- J. Each teacher will have educational planning time of five (5) forty (40) consecutive minute periods per week. One of the five planning times will be a team planning time

when grade level teams will meet with the meeting agenda determined by the teachers. One team planning time per month may include an administrator. The other four (4) periods will be for the individual teacher's planning needs. Planning time will usually be during Specials (i.e. Art, P.E., etc). Meetings called by the principal that will take the place of a planning period must be scheduled at least 5 school days in advance and occur no more than one time per quarter-non-cumulative.

## ARTICLE X

### PROFESSIONAL COMPENSATION

- A. Teachers may elect to be paid in either 21 or 26 payments. The first payment in either case shall coincide with the first regular pay day in SAU 16. Subsequent payments shall be every other Thursday for 20 or 25 payments. The final paycheck will be paid on the final day of work.
- B. The School District agrees to make regular deductions for up to three (3) tax sheltered annuity programs requested by the Association. Such deductions may be initiated or changed once between April 1 and December 1 and once between December 1 and April 1.
- C. The School District agrees to make regular deductions, which may be altered at any time of the year, to up to two (2) credit unions or banks chosen by the Association, if a teacher requests. The request shall be made ten (10) school working days prior to the paycheck in which the deduction is to be effective. The School District will transmit all monies to the agreed upon credit union or bank within two (2) working days of the actual deductions.
- D. For salary purposes, fifteen (15) pre-approved Staff Development clock hours, except when taken during school hours, will equal one (1) college credit and is applicable for advancement on the salary schedule, up to six (6) credits per salary track. Advancement on the salary schedule beyond BA45/MA requires a Masters degree. Staff Development credit for advancement on the salary schedule can only be earned while under contract to the Brentwood School District.
- E. Salary schedule adjustments as a result of professional advancement should be submitted to the District Office by September 1 preceding the school year for which credit is to be granted. Professional advancement shall mean receiving a graduate college degree or completing graduate college credits in a fully accredited college or university that will designate a move in the tracks on the salary schedule. Verification shall consist of official verification of completion of a graduate level course with a grade of "B" or better.

F. The School District will furnish to its professional employees and HMO Plan (MTB10-Rx10/20/45) or POS Plan (BC2T20-Rx10/20/45) offered by Health Trust (Local Government Center).

The District may investigate alternative vendors for health insurance. Any change in vendor must be based on mutual agreement of the parties. The percent of premium contribution provided by the District is listed below.

**Year 2014-2015**

HMO	99% Single	94% Two Person	79% Family
POS	94% Single	84% Two Person	74% Family

**Year 2015-2016**

HMO	98.5% Single	93.5% Two Person	78.5% Family
POS	93.5% Single	83.5% Two Person	73.5% Family

**Year 2016-2017**

HMO	98% Single	93% Two Person	78% Family
POS	93% Single	83% Two Person	73% Family

If a professional employee is covered by another medical plan and chooses not to participate in the District's plan, the District agrees to pay the professional employee the following buy-out: \$1600. A pro-rated share will be paid to a part-time professional employee.

- G. Life insurance will be provided to each teacher with 100% of the premium paid by the School District. Coverage will be at \$50,000 Life/ \$50,000AD&D term policy for each full time teacher.
- H. The School District will pay 100% of a full-time teacher's single or 70% of a two person membership under Delta Dental insurance plan covering 100%-A, 80%-B, 70%-C, 50%-D (\$1,500 max for A, B, and C). Teachers will have access to the family plan (if allowable by Delta Dental), provided they pay any additional cost above what the District pays for the two person membership.
- I. Long term disability insurance will be provided for each full-time teacher at no cost to the teacher. The plan will provide salary continuation of 66 2/3% of the teacher's total salary up to a maximum of \$2,500.00 per month after a covered disability of 90 days, subject to the conditions of the carrier.

- J. Mentors selected by the principal from the Swasey School District Teachers will be paid a stipend of \$2,200. The position is defined in the SAU 16 mentor handbook.
- K. Professionals who present district or building workshops at the direction of the principal will receive a stipend of \$150.
- L. Professional employees will have access to an Internal Revenue code Section 125 flexible benefit plan with a maximum plan value of \$2,000. The plan allows for pre-tax treatment of unreimbursed medical and dependent day care expenses. Notice of open enrollment will be given to employees in a timely manner.

## ARTICLE XI

### LEAVES

- A. **SICK LEAVE.** Full time teachers shall be granted fifteen (15) paid sick days at the beginning of each school year. Sick days shall be cumulative to one hundred (100) days. Sick days may be taken to attend to an immediate family member who is ill. The Board may, at its discretion, grant additional sick leave, upon timely application. Such leave may be paid or unpaid at the Board's discretion. In September of each year, teachers shall be given documentation of the number of accumulated sick days. Part-time teachers shall receive a pro-rated number of sick days.
- B. **CHILD CARE LEAVE.** Child care leave of up to one (1) year after the birth of a newborn or adoption of a child shall be granted to teachers without pay or benefits, upon written request for such leave. Notification of the intent to take a 1<sup>st</sup> year leave shall be made to the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in the case of emergency. Child care notification shall also include the expected termination date of such leave. A request for a 2<sup>nd</sup> year leave must be submitted to the Superintendent by April 15<sup>th</sup> of the 1<sup>st</sup> year and will be granted only at the discretion of the Board. To minimize class disruption, return to the classroom by a teacher will take place at the beginning of a school calendar quarter or after a vacation period. At the conclusion of the leave, the teacher shall be reinstated at his/her position or a similar position for which he/she is qualified. A professional employee on probationary status does not qualify for leave under this section but may be granted family leave only with the express recommendation of the Superintendent and with the approval of the Brentwood School Board.
- C. **PERSONAL LEAVE.** Full time teachers of the Brentwood School District shall be entitled to three (3) paid personal days per school year. Part-time teachers shall receive a pro-rated number of personal leave days. The days are to be utilized to conduct personal business which cannot be conducted outside of the normal school day hours. Notice in writing for a personal day will be given to the Principal at least forty-eight (48) hours

before the leave, except in an emergency. Personal leave will not be used to extend holiday without the approval of the Principal.

- D. **BEREAVEMENT LEAVE.** In the event of the death of a full-time teacher's spouse, child, stepchild, parent, sister, or brother, a teacher will be entitled to leave with pay for five (5) school working days immediately following the day of death. In the event of the death of a parent-in-law, persons who served in loco parentis, grandparent, or other person residing with the teacher, a full-time teacher will be entitled to leave with pay for three (3) school working days immediately following the day of death. In the event extra time is needed, permission may be granted at the discretion of the principal. A full-time teacher shall be granted one (1) day of leave with pay to attend the funeral of an aunt, uncle, cousin, brother-in-law, sister-in-law or others at the discretion of the Principal. Part-time teachers shall receive a pro-rated number of bereavement leave days.
- E. **SABBATICAL LEAVE.** A teacher, having served the District for seven (7) or more full years, shall be eligible for sabbatical leave. Sabbatical leave, with half pay for a full year, may be granted by the School Board to the teacher per year so long as there is an application for such leave which is deemed by the Board to be of merit. A teacher on sabbatical will be entitled, at district expense to half of those insurance benefits in which he/she was enrolled at the time the sabbatical was granted. Sabbatical leave may be granted for additional study at an accredited institution of higher learning and other purposes which will in the judgment of the Board enhance teaching in the District. Sabbatical leave may be granted for the full academic year on the basis of merit. Requests for sabbatical leave must be submitted to the Superintendent no later than December 1 preceding the school year of leave. The teacher shall agree to return to the service of the School District for one (1) school year immediately following the sabbatical at the appropriate salary step, as if he/she had not been on leave. In the event the teacher does not return to the District for the school year immediately following the sabbatical leave, he/she will be responsible to return to the School District any and all compensation paid by the Board during the teacher's sabbatical leave. Upon return, the teacher shall be reinstated in his/her previous position, or a similar position for which he/she is qualified.
- F. **PROFESSIONAL LEAVE.** The School District will budget \$600 per full time teacher for professional days during the course of the school year. These days are subject to approval by the Principal. Professional days are to be utilized for workshops or school visitations. Request shall be presented in writing to the administration at least five (5) school working days before the requested professional day. The \$600 will be adjusted on a pro-rated scale for all part-time teachers. After June 1<sup>st</sup>, teachers may petition for reimbursement of amounts spent for professional days out-of-pocket beyond the \$600. This money will be granted, being distributed evenly among those applying but without exceeding the amount requested, providing there are funds remaining in the budget item.

All materials/items received during Professional development activities become the property of the Teacher.

- G. EXTENDED LEAVE OF ABSENCE. The Board will consider requests for leave of absence without pay or benefits submitted by teachers. The duration of a leave shall be no more than one (1) year. A teacher may request a leave extension due to unusual or extenuating circumstances. Such leaves are to be without loss of seniority or accumulated sick leave.
- H. Teachers will be given the opportunity to continue all insurance coverage at the group rate at their own expense during leaves of absence as long as there is no additional cost to the School District.
- I. At termination of employment, no compensation shall be paid for unused sick days, personal leave, bereavement leave, or professional leave.
- J. JURY DUTY. Any professional employee on jury duty shall continue at the same rate of pay and benefits. Jury duty compensation paid, less mileage, will be paid to the School District.

## ARTICLE XII

### COURSE REPAYMENT/REIMBURSEMENT

- A. The District encourages professional growth. The School District will pay, for those enrolled in a degree program, for graduate credit hours for those courses related to education not to exceed the dollar amount equivalent to eight (8) in-state University of New Hampshire degree program graduate credit hours in any one year. The School District will pay, for those not enrolled in a degree program, for graduate credit hours for those courses related to education not to exceed the dollar amount equivalent to eight (8) in-state University of New Hampshire non matriculated degree program credit hours in any one year. Summer classes will be attached to the school year that ended in June, provided the teacher is renewed for the following year. In addition, the District will pay lab, technology, summer and any other required fees, and the cost of necessary books. This will be paid upon submission of amount of tuition, books, and fees required and upon approval of the Superintendent. In order to qualify under this section, the teacher must supply the Administration with the appropriate registration data (i.e. courses, number of credits, university/college, registration deadline) at least two (2) weeks prior to the registration deadline. The Superintendent will deduct said amount from the professional employee's pay if the course grade is not "B" or better, or not completed. Only those courses recommended by the Principal and approved, in advance, by the Superintendent shall qualify under this section of the agreement. Course reimbursements will be capped at \$20,000 per budget year.

## ARTICLE XIII

### MISCELLANEOUS

- A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, by a court of competent jurisdiction, then such provisions or application shall be deemed not valid and subsisting, except to the extent of the law but all other provisions or applications shall continue in full force and effect.

## ARTICLE XIV

### RETIREMENT

- A. Any teacher who is at least 55 years of age and who has at least fifteen (15) years of service in Brentwood shall, upon retirement, receive a stipend of \$450 and shall be awarded a sum of money equal to 10% of the average of their three (3) highest years salary. In addition, a teacher retiring under these circumstances may continue membership in the health and accident insurance and dental programs by paying the premiums for same on a monthly basis. This benefit shall continue until such time as the retiree reaches Medicare age or chooses to terminate it. Once a teacher has declared intent to retire, the declaration may not be withdrawn. A teacher who withdraws a declaration to retire forfeits all future rights to a retirement stipend. In order to be eligible for these benefits, the teacher must notify the Board of the intention to retire by December 1<sup>st</sup> of the school year at the end of which the retirement will occur. If the teacher does not so notify the Superintendent, he/she will still receive the benefit but payment will not be made until between July 1<sup>st</sup> and July 30<sup>th</sup> following his/her retirement.

## ARTICLE XV

### DURATION OF AGREEMENT

- A. This Agreement shall become effective as of September 1, 2014 and shall continue in effect through August 31, 2017. This Agreement shall continue in full force and effect until a successor agreement is reached subject to the Association's right to negotiate a successor agreement as set forth in Article III.

## ARTICLE XVI

### REDUCTION IN FORCE

- A. In the event it becomes necessary to reduce the number of employees due to reasons of economy, program elimination, reduction in subject area, decrease in enrollment, or the consolidation or elimination of positions, the basis for the decision to terminate employees shall be performance and seniority. Seniority is defined as the total years of uninterrupted service to the Brentwood School District within a bargaining unit position. The quality of a professional employee's performance shall be assessed by means of the procedure outlined in Article VIII Staff Appraisal. Among the professional staff those with less than three (3) consecutive years of experience in the Brentwood School District shall be terminated first, providing there are fully certified and competent staff members qualified to replace them and perform all the assigned duties of the terminated staff members.
- B. Those professional employees with three (3) or less years experience in the Brentwood School District shall be considered for lay off first and those professional employees with four (4) or more consecutive years experience in the Brentwood School District shall be considered for lay off second. Such professional employees shall be reinstated in inverse order of their being laid off, if certified to fill the vacancies. Such reinstatement shall not result in a loss of credit for previous years of service. No new or more than one-half (1/2) year substitute appointments may be made while there are laid off professional employees available who are certified to fill the vacancies. Any professional employee laid off because of reduction in force shall have a letter placed in their professional file stating that said professional employee was not offered a new contract because of reduction in force. Such information shall also be contained in any requests for recommendation. Any professional employee so affected shall follow the procedures established by RSA 189-14a and b. It is the responsibility of a terminated professional employee to notify the School District of availability for recall in writing prior to March 1<sup>st</sup> of each year.
- C. Notice of planned reduction shall be communicated to all employees when a final determination as to the extent of reduction is known. The Board shall make every effort to determine the number of resignations and retirements in any given year in order to avoid unnecessary terminations.

ARTICLE XVII

SALARY SCHEDULE

- A. The salary schedule increases, not including step increases, during this contract shall be 2.3% for each year.
- B. Placement on the salary schedule at the time of hire shall be in accordance with the employee's total years experience, highest degree, and number of credits beyond said degree.
- C. Upon completion of ten (10) consecutive years as a full-time teacher in the Brentwood School District, teachers shall receive \$1,500.00. Thereafter, they shall receive an additional \$150.00 for each additional consecutive year of full time service not to exceed \$3,900. Any teacher currently above this cap shall be grandfathered. The longevity bonus shall not accumulate to the base.

Brentwood Teacher Contract 2014-2017

IN WITNESS THEREOF the parties have caused this Agreement to be signed by their respective duly authorized chairpersons and attested to by their respective President/Board Chairperson on the \_\_\_\_\_ day of \_\_\_\_\_.

For the Association \_\_\_\_\_  
Chairperson of Negotiations, Brentwood Teachers' Association

For the Brentwood School Board \_\_\_\_\_