

Multi-year Master Agreement
Between
Rochester Federation of Teachers
and the
Rochester School Board

August 27, 2010
to
August 25, 2013

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PREAMBLE

To encourage the continuous, effective and harmonious working relationship between the School Board of the City of Rochester (hereinafter called the Board) and the American Federation of Teachers - Rochester Local #3607 (hereinafter called the Federation), the Board and the Federation make and enter into this Master Agreement effective as of the 27th day of August 2007, by and between the Board and the Federation.

Article I - Recognition, Jurisdiction, Definitions

A. Recognition

1. The Rochester School Board recognizes the Rochester Federation of Teachers, Local 3607 AFT as the exclusive bargaining representative of the full-time and part-time professional employees named below:

Teachers - certified or waived

Department Chairpersons

Guidance Counselors

Specialists: Reading Consultant; Physical Education; Art; Music; Speech Therapist, Psychologist; Physical Therapist; Special Education Teachers; Occupational Therapist; and other specialists who hold positions in the School Department which require state teacher certification under the rules of the New Hampshire Department of Education or certification or licensure through the appropriate state agency or board.

Librarians

Nurses

The parties will cooperate in the transition including, but not limited to filing the necessary documentation with the NH Public Employee Labor Relations Board to modify the bargaining unit. To the extent necessary, the parties shall prepare a Memorandum of Understanding which affirms that no Teaching Principal shall lose any of the benefits gained through the RFT contract.

2. Part-time employees shall be covered by this Agreement, except that only the following benefits shall be made available and only on a *pro rata* basis equal to the percentage of time employed, e.g., $\frac{3}{5}$ work week equals $\frac{3}{5}$ of the benefit listed:
 - (a) Wages per step plan; mileage allowance, if traveling teacher
 - (b) Sick/Personal/Professional/Maternity/Jury/Funeral Leave

Assignments, transfers, and vacancies shall apply only as among other part-time positions for the same area of certification.

B. *Jurisdiction*

The jurisdiction of the Federation shall include those persons now or hereafter who perform the duties or functions of the categories of employees named above. However, any employee of the Rochester School Board above the classification of the Elementary Teaching Principal is expressly excluded from the bargaining unit as defined in the Master Agreement between the Rochester Federation of Teachers and the Rochester School Board.

C. *Definitions*

1. The term *Board* as used in this Agreement shall mean the Rochester, New Hampshire School Board.
2. The terms *professional, teacher, person, or member* as used in this Agreement refer to an individual of either sex employed full-time by the Board in these categories listed in Article I-A above unless otherwise specified.

The term *full-time* as used in this Agreement shall mean any person who performs 80% or more of a normal weekly assignment, five days per week, whose position requires either certification or license (e.g. nurse), and who has an employment contract with the school district for more than 45 consecutive work days on some assignment or replacing some person.

3. The term *Superintendent* as used in this Agreement shall refer to the responsible administrative head of the school district.
4. The term *school* as used in this Agreement shall mean any work location maintained by the Board.
5. The term *Federation* as used in this Agreement shall mean the Rochester Federation of Teachers - Local 3607, American Federation of Teachers, AFL-CIO.
6. The term *Federation Representative* as used in this Agreement shall mean any designee duly authorized by the Federation.
7. The term *bargaining unit* as used in this Agreement shall mean all the persons employed in the categories listed in Article I-A.

8. The term *parties* shall mean the Board and the Federation as participants in this Agreement.
9. Whenever the singular is used in this Agreement it is to include the plural.
10. Whenever in this Agreement a personal pronoun is used, such pronouns shall apply equally to both male and female.
11. The term *seniority* as used in this Agreement shall mean continuous service in the District, except that approved leaves shall not break seniority. Length of service shall be determined first by the date of the School Board meeting in which the bargaining unit member was employed by the Board. In the case of a tie, length of service shall be determined by the date that the employee's first signed individual contract was received in the Superintendent's Office. In case of further tie, length of service shall be determined by the date and time of the employee's final interview with a school district administrator prior to employment by the Board.

Article II - Duration

- A. This contract and the provisions herein shall become effective on August 27, 2010 and continue in effect until August 25, 2013. Negotiations for a successor agreement shall begin on or about February 20, 2013 and be conducted in accordance with Article XI.
- B. The *status quo* shall continue in effect until a successor agreement is negotiated.
- C. It is understood and agreed by the parties that in consideration of this Agreement, that this Agreement constitutes a full and final settlement of any and all unresolved issues.

Article III - Fair Practices

- A. As sole collective bargaining agent, the Federation will accept into voluntary membership all professionals covered by this Agreement without regard to race, creed, color, religion, national origin, political activities, sex, marital status or affiliation with other organizations.
- B. The Board and the Federation agree that there will be no discrimination because of race, creed, color, religion, national origin, political activities, sex, domicile, marital status, or participation in any organizational activities.

Article IV - Leaves

A. Sick Leave

1. Each covered employee shall be entitled to accumulate 14 sick days per year to a maximum of 110 sick days.
2. Sick leave shall accumulate at the rate of 1.4 days per month. Employees may be advanced up to the full 14-day accumulation at any time during the year. However, in the event that an employee leaves the employ of the district having used more than his/her actual days accumulated at the 1.4 days per month rate, then the difference between the accumulated days and days used shall be deducted from the employee's last paycheck, calculated at the employee's daily rate of pay. It is understood that if an employee has accumulated the maximum number of leave days, and then uses no more than fourteen in a given year, the ensuing year he/she will still have the maximum number of accumulated leave days. The Office of the Superintendent shall notify each teacher of his/her total accumulated sick leave by October 15.
3. Up to ten (10) sick days per school year may be used by an employee for the purpose of caring for a family member. Additional days may be approved by the Superintendent and such approval shall not be unreasonably withheld.
4. The severance pay benefit amounting to 50% pay back at the time of retirement is defined in Article V-F.
5. Days as referred to in this article shall be defined as the length of the day normally worked by that employee (e.g. one day of leave for a $\frac{3}{5}$ employee who works 5 hours per day is 5 hours).

B. Sick Leave Bank

1. Each covered employee under this Agreement may donate up to one (1) day of accumulated sick leave each year in September. The Bank shall be allowed to accumulate up to an amount equal to the number of members in the bargaining unit. Any covered employee who contributes to the Sick Bank may borrow sick days from this Bank based upon the following formula:
 - a. Up to one year of service in this system, 15 days additional sick leave;
 - b. Up to two years of service in this system, up to 30 days additional sick leave;
 - c. Up to three years or more of service in this system, up to 45 days additional sick leave.

2. The basic criteria for applying for and using sick leave from this Sick Bank shall be:
 - a. The covered employee's accumulated sick and personal leave shall have been exhausted;
 - b. The covered employee shall have been involved in a major operation or a serious and prolonged illness;
 - c. The days borrowed by the covered employee shall be paid back by the borrowing employee at a rate of not less than six (6) days per year, except that days previously donated by the covered employee would be subtracted from the days borrowed.
3. Application for use of the Sick Leave Bank shall be made to a Federation designated committee of three (3) teachers for evaluation and disposition based upon reasonable rules and regulations adopted by the Federation to administer this benefit. The decision of the Federation committee to approve use of the Sick Leave Bank shall be communicated in writing to the Superintendent for record-keeping purposes. It shall also be the responsibility of the Federation to communicate in writing to the Superintendent's Office the names of employees contributing to the Sick Leave Bank.
4. The Rochester School Board and the City of Rochester shall not participate or otherwise be responsible for the interpretation, application or administration of this benefit. Any ruling or other decision by an agency, body, board, court or other entity governing the provisions of this benefit which alters this benefit in its application or use in any way shall not impose upon the Rochester School Board or the City of Rochester any additional financial liability or obligation hereto.
5. This benefit shall not be subject to the grievance procedure, arbitration or other type of legal procedure.

C. *Bereavement Leave*

1. Five (5) work days for the death of spouse, domestic partner or child.
2. Three (3) work days, for the death of Father, Mother, Father-in-law, Mother-in-law, Son-in-law, Daughter in-law, Grandchild, Sister, Brother or Relative domiciled in the employee's household.
3. One (1) work day for purpose of attending funeral for death of Grandmother, Grandfather, Aunt, Uncle, Sister-in-law, Brother-in-law,
4. Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Section 1, 2, or 3, with the written approval of the Superintendent.

D. *Personal Leave*

Covered employees are eligible for up to three (3) non-accumulative days for leaves of absence with full pay each school year. The days allowed will be for personal affairs provided that the leave will be taken for purposes which could not reasonably be accomplished on other than a school day. Prior approval of the Superintendent or his or her designee is required, except in case of an emergency, when approval may be subsequent; approval shall not be unreasonably withheld. Said leave shall not be used to extend holidays or vacations except for extreme emergency situations as approved by the Superintendent. Leaves taken pursuant to this section shall be in addition to any sick leave to which a covered employee is entitled.

E. *Jury or Witness Leave*

Upon approval of the Superintendent, a covered employee who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted paid leave for the period of time he/she is unable to report to work for this reason. Application for the leave will be made in advance and submitted with a copy of the subpoena or notice of jury duty. The covered employee shall pay over to the Rochester School Board and City of Rochester any money paid for such witness or jury service except that portion of the money identified as personal expense, such as for travel.

F. *Professional Leave*

With the prior approval of the Superintendent or his/her designee, covered employees shall be entitled to a total of two (2) days leave of absence with full pay for attendance at professional meetings, conferences, conventions, for the purpose of school visitation, and for the purpose of receiving a higher degree.

Except under extenuating circumstances, written notice of professional leave shall be received in the Superintendent's Office seven (7) school days prior to such leave. The Superintendent may extend professional leave upon a covered employee's request.

G. *Extended Leaves of Absence*

1. Military leave without pay shall be granted to any covered employee who is inducted in any branch of the Armed Forces of the United States for the period of said induction in accordance with applicable federal law.
 - a. Two weeks leave with pay shall be granted to any covered employee whose spouse is placed on active duty in any branch of the United States Armed Forces, to be taken during the course of the spouse's active duty.

2. One year may be granted to any continuing contract teacher for the purposes of advanced study, travel as it relates to re-certification, or for the purpose of caring for a sick member of the teacher's family.
3. Other requests for leaves of absence for special reasons may be granted by the Board upon recommendation of the Superintendent of Schools.

H. *Maternity Leave*

Maternity leave shall be treated as sick leave with the following conditions:

- (a) Sick leave shall be granted with a physician's statement that the covered employee is no longer able to conduct her teaching duties without damaging the health of the mother or future child.
- (b) A temporary leave of absence, without pay, shall be granted earlier than sick leave by mutual agreement of the individual covered employee and the Superintendent.
- (c) After delivery, sick leave shall continue for one week or until such time as her physician states the mother is no longer ill and she is able to resume her duties.
- (d) An additional temporary leave, without pay, shall be granted by mutual agreement of the individual covered employee and the Superintendent.
- (e) In the case of extended leave, benefits such as raises that would normally accrue to her shall not be withheld.

I. *Parental Leave*

Two days shall be granted to either a mother or father to spend with a newly adopted child or to a father upon the delivery of his natural child. Compensation for such days will be made possible by charging these days to the employee's sick leave. If the employee does not have accumulated sick days, such leave will be granted without pay.

J. *Family and Medical Leave*

Unpaid leave(s) of absence shall be granted to any covered employee who qualifies under the provisions of the Family and Medical Leave Act of 1993. A physician's signed statement of approval to return to work will be required for any employee who has been absent because of his/her own illness for more than three days under this provision. Paid leave taken for an FMLA purpose shall run concurrently with an employee's FMLA leave.

K. *Sabbatical Leave*

A teacher can qualify for a sabbatical leave for professional improvement, through an approved degree program or other approved program related to the teacher's teaching field, after seven years in the Rochester School System. Application for a sabbatical

leave is to be submitted to the Superintendent by May 15. All sabbatical leaves are subject to approval by the Superintendent with consideration given to the following conditions:

1. Up to two of the approved leaves per year will be granted on the basis of seniority.
2. One additional leave per year may be granted at the discretion of the Superintendent.
3. No more than one sabbatical per year will be granted to personnel in a single department.
4. Final approval is contingent on verification of acceptance into an approved degree program or registration in another approved program granting college credit.

During the sabbatical leave, the teacher will receive credit for one year of service and agrees to remain in the District for a minimum of three years after his/her return. The School District agrees to pay for all non-salary benefits and to reimburse the teacher for fifty percent (50%) of tuition to a maximum of fifty percent (50%) of thirty-two credits.

If the employee leaves the employment of the District prior to the three year commitment, the employee shall reimburse the District for all costs incurred to the District related to the leave. If extenuating circumstances, beyond the control of the employee, force the employee to leave the employment of the District prior to the three year commitment, an appeal may be made to the School Board for exemption from the pay back.

L. *Additional Leave Provisions*

1. All benefits to which a covered employee is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall then be assigned within the scope of his/her certification.
2. All extensions, renewals, or modifications of leaves shall be applied for in writing and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board upon the recommendation of the Superintendent of Schools.
3. If an individual is requested by the Superintendent of Schools to attend a function on behalf of the Board or system, such time will not be charged to the individual's professional leave.
4. The Superintendent of Schools may make recommendations for the extension of any of the above leaves and upon approval of the Board, grant such extensions.

Article V - Compensation

A. *Method and Time of Salary Payment*

1. Covered employees shall receive their pay on alternate Fridays. Each employee shall have the option of receiving his/her annual salary on a *pro rata* basis over 52 weeks with 26 equal payments or to receive his/her salary calculated on the same *pro rata* basis through 22 equal payments, but with a lump sum payment to the employee for summer pay on the first pay day after July 1 of each year. Each newly hired employee shall make the selection of an option prior to receipt of his/her first paycheck of the year. Each established employee shall notify the Business Office of change in selection prior to August 1 of the year in which the change is to become effective. If no notification is made to the Business Office, the employee shall be paid on the basis of his/her last request or, where no request exists, in 26 equal payments.
2. Covered employees shall receive a salary increase and step advancement in accordance with Schedule 1, Schedule 2, and Schedule 3 as shown.
 - Effective August 27, 2010 through August 28, 2011 (Schedule 1) 0% [There shall be no retroactive steps or cost of living increase for the 2010-11 contract year.]
 - Effective August 29, 2011 through August 26, 2012 (Schedule 2) 0% and steps
 - Effective August 27, 2012 through August 25, 2013 (Schedule 3) 2.2%
Steps and salary schedule adjustment of 2.2% shall be effective in the fourteenth (14th) paycheck of the contract year. Employees hired on Step 0 and certain employees that were hired during the 2010-2011 contract year (those that were given credit for actual experience versus having one year deducted to maintain parity with current employees) shall not be granted a step for the contract year 2012-13 but shall receive the 2.2% adjustment.
3. Eligible employees shall receive step increases for the duration of this Agreement.
4. Covered employees on the Master's track who do not have a Master's Degree shall remain grandfathered on the Master's track.
5. New hires shall be credited with actual experience minus one (1) year to reflect the step lost by current members of the bargaining unit for the 2010-2011 contract year.

B. *Anniversary Dates*

For the purpose of the salary schedule, full-time covered employees serving more than one-half (1/2) of a school year will be given credit for one (1) year of service.

C. *Mileage Allowance*

1. Effective July 1, 2005, any staff member required to travel for his/her job related responsibilities will be paid at the then current federal rate per mile. Prior to that date, traveling employees shall be paid in accordance with the Mileage Allowance provisions of the previous contract.
2. Extra-curricular positions and/or activities do not qualify for any mileage allowance or annual flat fee.

D. *Department Heads and Curriculum Advisors*

1. Department Heads and Curriculum Advisors shall be paid stipends of \$1,400.00 plus \$65.00 per teacher supervised. Effective August 25, 2008 the stipends shall be increased each year by the same percentage as applied to Step 1 of the salary schedule.
2. Occupational Therapy and Speech Department Heads, K-12, shall be paid stipends of \$1,200.00 plus \$60.00 per teacher supervised, and \$30.00 per para-professional supervised. They shall also be paid a stipend of 0.092 times their base salary for the amount of time needed for evaluations.
3. Department Heads may be assigned the same class load as other teachers. Department Heads may be relieved of duties on a case-by-case basis.

E. *Itemized Payroll Deductions*

A statement of payroll deductions shall be provided with each salary payment.

F. *Severance Pay*

1. A covered employee shall receive severance pay equal to fifty percent (50%) of said covered employee's unused and accumulated sick leave, at the per diem rate at which the covered employee last earned, when retiring from the City of Rochester School System into the New Hampshire Teacher Retirement System. While payment of the severance benefit will be made prior to actual application or acceptance into said Retirement System, the severance benefit is contingent on eligibility for and acceptance into said Retirement System. If the covered employee fails, within one year, to apply for acceptance into the Retirement System, he/she shall be obligated to return the amount of severance pay to the District.
2. Effective September 1, 2005, employees must provide written notice of intent to retire to Superintendent of Schools on or before the February 1st immediately preceding the school year for which they intend to retire. To be eligible for severance pay, a teacher

must complete the school year in which they provide the notice of intent to retire, absent an unforeseen medical emergency or exigent circumstances for the employee and/or his family. The Superintendent may waive these requirements in appropriate circumstances. (Example: A teacher who does not wish to return to teaching in September 2006 and desires to retire would provide a written notice of intent to retire to the Superintendent on or before February 1, 2006.)

G. *Teacher Workshops*

The Board agrees to pay the costs of teacher workshops that are arranged or required by the Administration.

H. *Extra-curricular and Co-Curricular Payments*

1. Schedule 4, is incorporated by reference. The parties shall maintain a labor-management committee comprised of an equal number of representatives for each party (not greater than 5 for each party). The Committee shall be responsible for examining requests for new and/or re-activated extra-curricular or co-curricular positions and present its recommendations to the Superintendent. Minutes shall be maintained for these meetings. The Committee shall adopt such rules as may be necessary.
2. In the event any club or sport is inactive for two (2) years, the stipend for the position(s) may be changed to \$1.00 at the May Labor-Management Extra-Curricular and Co-Curricular Committee (LMECC) meeting. The money previously allocated for such position(s) shall remain as a budgeted amount for Schedule 4 to be re-allocated for possible increases within the schedule.
3. A proposal for new club or sport or to re-enact a club or sport will be initiated by the completion of a survey approved by the LMECC. The survey will be presented to the RFT Vice-President in Charge of Committees. This request will be submitted to the Labor-Management Extra-Curricular and Co-Curricular Committee. The Committee will review the request, and if approved, forward the recommendation to the Superintendent. These requests may be received and considered throughout the year.

Any new or reinstated club would begin at the base level. The base level for 2009 is \$525. The leader of this club can apply yearly for an increase in stipend depending on money available and rationale for such an increase. This request would then be considered by the Committee. If approved by the Committee, the recommendation shall be provided to the Superintendent for submission to the School Board for approval. Any funds allocated for the schedule can then be distributed on Schedule 4 as the Committee deems appropriate.

4. Requests for increases in stipends may be made by the leader of any club or coach of any sport. Such requests shall be submitted to the RFT President in Charge of Committees not later than April 30th. Such requests will be considered at the May meeting of the LMECC. Recommendations of the Committee shall be forwarded to the Superintendent, and if approved, forwarded to the School Board.
5. Nothing in this language prohibits either party during the course of negotiations from presenting proposals regarding Schedule 4.
6. Payments for Extra-curricular (i.e. athletic) stipends will be issued three times per year. These payments will be included in the employee's regular payroll check unless the employee elects in writing to receive the payments as separate checks. The issuance of these checks will be within thirty (30) days after completion of the last game of the Fall, Winter and Spring athletic seasons.

I. *Elementary Teaching Principals and Alternative School Director*

Payments to persons holding the position of Elementary Teaching Principal or Alternative School Director shall be paid at a rate of .137 times the maximum salary for a teacher with a Masters Degree and no additional graduate hours.

J. *Perfect Attendance Incentive*

Any covered employee with perfect attendance for the year, defined as no sick leave or personal leave usage, will receive a \$200.00 incentive bonus.

K. *Longevity Stipend*

Effective for the 2011-12 contract year:

After the completion of the tenth (10th) year of service to the District and upon reaching Step 17., bargaining unit members shall receive longevity pay, to be paid annually on or before December 1 in a lump sum check according to the following schedule:

2010-2012		2012-2013	
Years of Service	Amount	Years of Service	Amount
10-19	\$ 773	10-19	\$ 790
20+	\$1,031	20+	\$1,053

Effective August 31, 2009, the longevity stipend is increased by the same percentage as Step 1 of the salary schedule.

Employees on the payroll as of September 1, 2011 and who became eligible for longevity for the 2010-11 contract year based on years of service or who became eligible for an increased longevity amount based on years of service shall be granted the year of service for purposes of longevity. These employees shall receive this retroactive longevity pay during the first payroll in September, 2011.

L. *Teaching Principals*

Effective 2005-2006, teaching principals shall receive an annual stipend equal to ten (10) days of per diem pay for summer preparation work.

Article VI - Fringe Benefits

A. *Health Insurance*

1. All covered employees shall be eligible to receive single, two-person, or full family coverage in any of the following plans administered through the Local Government Center:
 - (1) the Blue Cross/Blue Shield Managed Care Program Plan JW, \$1 million Major Medical Program,
 - (2) the Blue Cross/Blue Shield Comp 100 Indemnity plan,
 - (3) the BlueChoice® Point of Service Plan - BC3T151PDED/RX 10/20/45 (\$15 Office Visit Co-Pay, \$75ER Co-Pay, \$150/\$450 annual deductible),

or

 - (4) the HMO administered by Matthew Thornton – MTB201PDED/RX 10/20/45 (\$20 Office Visit Co-Pay, \$150 ER Co-Pay, \$250/\$750 annual deductible).

The Board shall pay eighty percent (80.0%) of the total premium of Option (3) toward Option (1), eighty percent (80.0%) of the total premium of Option (3) toward Option (2), and eighty percent (80.0%) of the total premium of either of either Options (3) or (4). The employee's premium shall be reduced by the amount of the single person annual deductible which is \$150 for the BC POS and \$250 for the Matthew Thornton HMO.

The employee share of premiums shall be paid by the individual teachers through payroll deductions.

2. Available coverage and claims procedures shall be reported annually to covered employees.
3. Employees who begin work with the District on September 1, 1999 and thereafter shall be ineligible for coverage under option (1) in section A-1 of this article.
4. Effective August 27, 2007, the District shall offer employees eligible for health insurance the option to enroll a domestic partner in the medical and dental plans offered to bargaining unit members provided the employee and their domestic partner complete and submit the forms provided by the medical benefits provider to establish their eligibility for insurance.
5. The Federation and the District agree to form a committee to evaluate health coverage options that provide appropriate health coverage for the District's employees and that are as cost effective as possible. The committee shall be comprised of equal members from the Board and RFT (representing teachers, food service and paraprofessionals). The committee shall meet as frequently as it deems necessary to evaluate health coverage options available to the District and to make a recommendation the School Board and the Unions' negotiating committees whether or not the current health care coverage selected by the District should be modified. Said recommendation shall be made on or before February 1, 2008 but shall not be binding on either party. Either party may request to re-open negotiations to discuss health insurance but neither party may be compelled to do so.

B. *Dental Insurance*

All covered employees shall be eligible to receive single person coverage in the Northeast Delta Maintenance Program (Plan V) as provided through the New Hampshire Municipal Association, and in effect at the time of ratification of this Agreement, or its equivalent. Two person or family coverage will be made available to the covered employee upon his or her agreeing to pay the increase in premium above the single person rate. Additional or expanded dental benefits will be provided as plan options with the employee paying the increased cost in premiums above the 100% single person (Plan V) District-paid benefit.

C. *Workers' Compensation*

All covered employees shall be provided Workers' Compensation Insurance. Any employee with a claim or potential claim shall make a written report to the School District Business Office within twenty-four (24) hours of the injury or knowledge that the potential for a claim exists. The employee shall give notice to the School District Business Office of the anticipated date of his/her return to work as soon as it is known.

D. *Tax-Free Annuity*

The Board agrees to continue to allow covered employees to take advantage of the Federal law concerning tax-free annuities. Deductions for and payments made to new companies require ten (10) or more participants. The maximum number of companies the Board makes payments to will not exceed twenty (20). Employees are responsible for ensuring that all annuity agreements are in full compliance with all legal requirements and with Board policy. The Board shall not be liable for any annuity product. The Board will not deduct life insurance premiums, except for premiums associated with excess coverage under the plan sponsored by the Board.

E. *Course Reimbursements*

The Board will pay 100% of the per credit cost of tuition for in-service courses or courses at accredited colleges, universities, or professional training schools which are taken by covered employees in accordance with the following schedule:

1. If the courses are part of a program leading to an advanced degree, as approved by the Superintendent of Schools, the employee will be reimbursed up to a maximum of eight (8) credits in any one school year at a rate up to the current graduate course rate for fully matriculated, in-state students, that is in effect at the University of New Hampshire.
2. If the courses are not part of a program leading to an advanced degree, as described above, the employee will be reimbursed up to a maximum of seven (7) credits in any one school year at a rate up to the current graduate course rate for the University of New Hampshire Division of Continuing Education.
3. Qualifying credits are college or university courses in the area of the employee's certification, or courses initiated and approved by the Instruction Committee of the Board that are equal to a college credit program. The courses must have been approved in advance by the Superintendent of Schools in accordance with the employee's staff development plan, or equivalent for nurses, guidance and other professions. Courses may also qualify for change in certification or re-certification as stated in the Employee's Staff Development Form A.

4. To be entitled to reimbursement, a covered employee must make his/her application within ninety (90) days of course completion. Covered employees earning credit shall be reimbursed within thirty (30) days of submission of evidence of satisfactory completion by attaining the equivalent of a *B-* (*B minus*) or better grade of such courses to the Superintendent. A *P* is an acceptable grade where the covered employee is enrolled in a mandatory pass/fail grade course. A *P* shall not be accepted for a course where pass/fail is offered as an elective, but rather the covered employee must use the grade alternative. No reimbursement will be made for courses taken by members of the bargaining unit to become certified unless certification is required by the Instruction Committee of the School Board or prior approval has otherwise been granted by the Instruction Committee. Covered employees earning credit after July 1 shall be reimbursed in September only if they continue in the employ of the District.

F. *Workshop Reimbursement*

The Board will pay 100% of the costs of approved workshops not to exceed three hundred and seventy-five dollars (\$375.00) per teacher per school year. With prior approval of the Superintendent, teaching principals and psychologists may elect to attend conventions, conferences or additional workshops. To be eligible for reimbursement the workshop must be necessary under the teacher's individual staff development plan for re-certification. Workshops shall be approved in advance by the Superintendent. Reimbursement shall be made within 30 days of submission of a certificate of successful completion of the workshop. Additional amounts for employees may be approved by the Superintendent provided there are adequate funds available.

- G. The total annual cost for each year of the contract to the District for Course Reimbursement (E above) and workshop reimbursement (F above) shall not exceed two hundred thirty-six thousand dollars (\$236,000).

H. *Pre-Tax Flexible Spending Plan*

The District shall allow employees to enroll in a so-called Section 125 flexible pre-tax spending benefits plan. This plan may be administered by a vendor hired by the District, and shall follow all applicable Federal and State rules and regulations. The District shall pay the administrative fees.

Article VII - Working Conditions

A. *School Year*

1. The work year for covered employees shall begin the Monday occurring seven days prior to Labor Day and terminate no later than June 30. [The first two calendar days will be used as non-student days effective for the 2012-2013 school year.]
2. The scheduled work year for covered employees shall consist of 185 days.
3. One of the workshop days shall be scheduled to provide for a non-student day between semesters. It is understood that the scheduling of this day needs to be flexible depending on snow days and the date shall not be changed after the last student day before the Holiday Break. This day shall be utilized as follows: 50% of the time for professional development activities and 50% of the time for individual curriculum planning and development.
4. Attendance at summer workshops is completely voluntary.

B. *School Day*

1. As a professional, a covered employee is expected to devote to his/her work the time necessary to accomplish the task at hand.
2. Although covered employees consistently spend more time in school than is required and will continue to do so, it is expected that they will attend meetings relating to their profession after school and evenings unless otherwise limited in this contract.
3. The school day for the High School and Middle School teacher shall commence 15 minutes prior to the beginning of classes and shall conclude 30 minutes after the end of the regular classes. The school day for the Elementary School teacher shall commence 15 minutes prior to the beginning of classes and the school day shall conclude 30 minutes after the end of regular classes, except that on days when the teacher is assigned to morning or afternoon duties, this time may be extended to allow coverage of said duties.
4. After School Meetings:
Effective September 1, 2011, except in emergencies, no bargaining unit member (Department Heads and Curriculum Coordinators excluded) shall be required to attend more than eighteen (18) meetings per school year called by the administration. Whenever possible, three (3) work days notice and an agenda shall be provided. Meetings shall be limited to one (1) hour in length and begin no later than fifteen (15) minutes after the end of the student day. IEP meetings, meetings with parents, meetings initiated by other teachers, and meetings for which an employee receives a stipend shall not be subject to these limitations.

5. Evening Meetings or Events:

Bargaining unit members will not be required to attend more than three (3) evening meetings or events per school year. Each meeting or event shall not exceed two (2) hours in length.

In the event the District is involved in an accreditation process, these limitation requirements shall not apply to the school or schools being reviewed; however, the Administration shall in the first instance seek alternative means other than after school meetings to accomplish the tasks necessary for the accreditation process. These alternative means may include but are not limited to teacher workshop days, early release days and/or no charge professional days. Further, in the event there exist circumstances beyond the control of the District that may require the waiver of the meeting limitations contained herein, the District may request a waiver of these provisions from the Federation and such waiver shall not be unreasonably withheld by the Federation.

C. *School Calendar*

The precise annual scheduling of the School Calendar shall be the prerogative of the School Board. However, before the annual schedule is established the Federation will be provided an opportunity to meet with the Superintendent or provide input from the professional staff.

D. *Duty Free Lunch Period*

Each professional shall be provided with a lunch period, free of all duties, for a duration of no less than 30 minutes.

E. *Substitute Teachers*

The Board agrees to continue its practice of providing substitutes for teachers absent for a full school day or days. No teacher will be compelled to substitute for a colleague that is expected to be absent for a full school day except in an emergency.

F. *Practice Teachers*

Practice teachers and interns shall be assigned only with the consent of the staff member involved.

G. *Extra-Curricular Activities*

Covered employee participation in extra-curricular activities will be strictly voluntary.

H. *Physical Examinations*

If the Board requests a physical examination for new employees, it shall insure that the school physician shall be available to the employee for such examination at no cost to the employee. If the new employee wishes another doctor, it shall be at his/her expense.

I. *Inservice Programs*

The bargaining unit shall be allowed input on inservice programs. All inservice programs shall be applied toward re-certification requirements if approved by the Staff Development Committee and Superintendent.

J. *Resignation Notices*

Any covered employee planning not to return to the Rochester School System shall notify the Superintendent's Office at once. Anyone terminating his/her teaching contract shall give a minimum of 30 days notice. No covered employee, if under contract, shall resign or leave between August 1 and September 30 or until a replacement is found.

K. *Equipment*

Equipment including but not limited to photocopier machines necessary for teacher use in the preparation of instructional materials shall be available in an area designated by the Administration.

The District shall provide a desktop or laptop computer for each bargaining unit employee in every staff workplace in a school. The District will provide regular and routine maintenance on the computers.

L. *Teacher Evaluation*

1. All evaluations of the performance of a teacher will be conducted openly and with full knowledge of the teacher. The teacher will be given a copy of any evaluation report prepared by his/her superiors in a timely manner and will have the right to discuss such report with his/her superiors.
2. All non-tenured teachers shall receive a minimum of two written evaluations each year prior to March 1. Effective September 1, 2005, evaluations shall be done in accordance with the Rochester School District Evaluation Plan adopted by the Board and the Federation.
3. Department Heads and Curriculum Coordinators shall be granted two (2) days per year to perform tasks or responsibilities required by their job description.

M. *Teacher Files*

1. Teachers will have the right, upon request, to review and copy the contents of their personnel file. A teacher will be entitled to have a representative of the Federation accompany him/her during such review.
2. No material concerning a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. Material which concerns an employee's conduct or service and is disciplinary in nature may be removed from the employee's personnel file after a two year period as follows:
 - a. The employee will submit a written request for removal to the Superintendent of schools.
 - b. No other disciplinary action will have occurred during the two year period, except that an employee who has successfully completed an employee assistance program as described in Paragraph O, below, may immediately request the removal of the material related to incident(s) leading to participation in said program.
 - c. The Superintendent will review the file and have the authority to remove said material. The employee has the option to appeal the Superintendent's decision to the School Board.

N. *Complaints Against Teachers*

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher. A complaint within the meaning of this article is an allegation that could adversely affect the teacher's personal or professional reputation and could be serious enough to warrant administrative action.

O. *Teacher Discipline*

1. Disciplinary action will normally be taken in the following order:
 - a. Verbal warning
 - b. Written warning
 - c. Suspension without pay
 - d. Termination
2. However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Board reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.
3. All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Federation at the time disciplinary action is taken.
4. The Board may offer employee assistance programs in addition to or as an alternative to disciplinary action where appropriate programs are available for dealing with the behaviors which led to the need for discipline.
5. No covered employee who has completed his/her two (2) year new employee probationary period will be disciplined, deprived of any compensation or professional advantage, failed to be appointed or be dismissed without just cause. This pertains to new employees hired for the 1999-2000 school year and thereafter.

P. *Loss of Personal Property*

The Board agrees to establish a pool of \$1,000 per year for the reimbursement of job related property loss incurred by covered employees. Covered employees who believe they have a claim may submit said claim, with proof of financial loss (i.e. receipts), to the Federation President on or before June 1 of each year. A committee of teachers appointed by Federation will then consider all claims and allocate the funds from the pool to claimants on the basis of relative merit. The Federation President will forward the committee's recommendation to the Superintendent of Schools for review and final approval. In no case shall the Federation recommend approval of aggregate claims in excess of \$1,000 per fiscal year, and in no case shall the Federation recommend approval of a single claim in excess of the actual financial loss to the employee. Actions based on this provision of the Agreement are not subject to the Grievance Procedure. Claims may not be carried from one school year to the next.

Q. *Teacher Aides*

The Board agrees to provide at least one teacher aide for each elementary building and one for the High School to be assigned to specific responsibilities at the discretion of the building Principal. It is understood that this aide shall be assigned to morning bus duty.

R. *Preparation Periods*

1. Elementary teachers shall have a continuous and uninterrupted period for planning and instructional preparation when students are with art, physical education, and music teachers. This preparation time shall be no less than one hundred seventy-five (175) minutes per week, and provided in time blocks of no less than thirty (30) minutes in length.
2. Middle School teachers shall have a continuous and uninterrupted daily period for planning and instructional preparation of no less than forty (40) continuous minutes.
3. High School teachers will have one, continuous and uninterrupted, full block for planning and preparation for no less than 2 quarters of each year. In no case will the daily period for preparation and planning be less than one-half of a block (mini-block) of continuous, uninterrupted, time. For any teacher teaching three continuous blocks per day during the quarter, the preparation time shall also be continuous.

S. *Duties*

A duty shall be defined as non-instructional supervision of students. If duties are assigned within a building, they shall be assigned on an equitable (both in terms of frequency and length) and rotating basis. At the middle and high school levels, no more than half of the staff will have duty on any given day.

T. *Special Education Committee*

A committee consisting of teachers and administrators will continue to meet regularly and seek solutions to some of the special education concerns the district faces. This committee will be advisory in nature.

U. *Health and Safety*

The Federation and the Board agree to establish a Labor-Management Health and Safety Committee comprised of three Union representatives and three Management representatives which shall meet on at least a quarterly basis, unless either party requests a more frequent meeting, to address health and safety concerns. The issues examined by this Committee shall include but are not limited to physical plant issues, indoor environmental issues (air quality and indoor climate) occupational health and disease, workplace security and personal physical safety of employees. The Committee shall

make such recommendations to the School Board as deemed necessary to address health and safety concerns.

- V. When employees are required to utilize district mandated software in the performance of their professional duties, the Administration shall provide initial and ongoing training, support, manuals, as well as the designation of an individual who will provide day-to-day coaching in the performance of these tasks.

Article VIII - Assignments, Transfer and Vacancies

A. Teacher Assignments

1. Teachers signifying an intention to return will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades, and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 1. If a change is made after June 1, the covered employee will be notified promptly and in writing.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned except temporarily and for good cause, outside the scope of their teaching certificate.
3. Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be voluntary to the extent possible.

B. Transfers

1. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first.
2. When requesting a transfer for an open position or when involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, as determined by the Administration and seniority in the Rochester School System will be considered in determining which teacher is to be transferred. When other qualifications are determined by the Administration to be substantially equal, seniority will be controlling.
3. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer.

4. When being transferred, open positions in other schools will be made available upon request of the teacher. Preference will be given in filling such positions on the basis of length of service in the Rochester School System.
5. Exceptions to the provisions of Sections 1, 2, 3 and/or 4 above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected.
6. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and the end of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

C. *Vacancies and Voluntary Transfers*

1. Whenever any vacancy in a professional position occurs during the school year (September to June) it will be adequately publicized by the Superintendent by means of a notice placed on the bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be available and may be picked up.
2. Rochester teachers shall only be required to submit current letters of reference; however, teachers may provide additional materials at their discretion. There shall not be the requirement to submit the entire employment application. Rochester Teachers will be guaranteed an interview for vacancies.

D. *Other Job Openings*

Positions in any summer programs, evening programs and federal programs shall be filled first by regularly appointed teachers in the system who possess the necessary qualifications and are most competent as determined by the Administration.

E. *Reduction in Staff*

1. If it becomes necessary to decrease the number of staff positions, the board shall do so in the inverse order of appointment within each affected area of certification.
2. Such teachers shall be reinstated in inverse order of their layoff, within areas of certification. Such reinstatement shall not result in a loss of credit for previous service.
3. No new appointments may be made within an area of certification while teachers holding certification in that area are available.

4. The Superintendent will consult with the RFT President or his/her designee in determining RIF order before finalizing a RIF list or notifying any teachers who may be subject to RIF.

F. *Employment*

The Board is an equal opportunity employer.

Article IX - Grievance Procedure

A. *Definition:*

A grievance is a claim by a covered employee, a group of covered employees, and/or the Federation, that there has been a misinterpretation or violation of any provision or practice of this Agreement.

B. *General Provisions:*

1. All time limits specified in this Article shall mean school days, unless specified otherwise. Time limits indicated hereunder are maximum unless extended by mutual agreement.
2. All such agreements to extensions must be in writing. Grievances pending at the end of the school year shall be resolved expeditiously and prior to the end of the contract year unless deferred by mutual agreement.
3. The Board shall have the right to representation of its own choosing.
4. The grievant shall have the right to representation of his/her choosing excluding representation by a member, an agent, or an employee of any other employee organization.
5. A grievance will be heard other than during the covered employee's normal teaching day or hours.
6. The Board and/or covered employee will make available upon request such records or other documents which the aggrieved and the Board agree are pertinent to the processing of the grievance.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the regular personnel files.

8. Failure at any Grievance Level to communicate the decision within the specified time limits to the Grievant(s) or the Federation President will result in proceeding to the next level.
9. A grievance may be submitted directly to the level having adequate authority to resolve the issue grieved, but may not initially be submitted to a higher level if adequate authority exists at a lower level. In the case of a question, the Superintendent will determine the threshold administrative level at which adequate authority exists to resolve an issue.

C. *Grievance Procedure*

Level #1: Informal Level

The covered employee shall discuss the problem with the individual(s) concerned and try to resolve the conflict. This discussion may include but is not limited to the following: covered employee, Union Representative, Principal, Department Head, Supervisor, Assistant Superintendent, Superintendent, other interested party. In order to encourage and allow the resolution of grievances at this informal level, a grievant will be granted 15 days from the date of the action or from the grievant's first knowledge of the action or condition on which the grievance is based to present the formal grievance at Level #2.

Level #2: Principal or Supervisor

The grievance shall be presented on Form A - Grievance, Schedule 5, to the Grievant's immediate supervisor who shall respond to said grievance and provide the rationale for his/her decision in writing within five (5) days.

Level #3: Superintendent

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Federation, the covered employee or the Federation may within 10 days of receipt of the decision at Level #2 present it in writing to the Superintendent. Within five (5) days after receiving a grievance, the Superintendent shall meet to resolve and respond to the grievance with the grievant and the Federation's representative(s). The Superintendent shall respond to said grievance and provide the rationale for his/her decision, in writing, within 10 days following the meeting at Level #3.

Level #4: School Board

If the grievance is not resolved to the satisfaction of the grievant(s) and Federation, the grievant(s) or the Federation may within 10 days of receipt of the decision at Level #3 submit the grievance in writing to the Board. Within 10 days after the receipt of a grievance, a majority of the Board shall meet with the grievant(s) and a representative of the Federation for the purpose of hearing the arguments of the parties involved. Within 8 days after said meeting the Chair of the Board shall respond, in writing, to said grievance and provide, the rationale for the Board's decision.

If the grievance is not resolved to the satisfaction of the Federation at Level #4, the Federation may, within 15 days of receipt of the decision, submit the grievance to arbitration for final and binding resolution.

Level #5: Arbitration

1. Arbitration shall be conducted by an impartial arbitrator mutually chosen by the Board and the Federation. Upon demand for arbitration, representatives of the Board and the Federation shall request lists of arbitrators from the American Arbitration Association. Selection shall be made within 30 calendar days of receipt of the lists, and shall be made in accordance with the Voluntary Rules of the American Arbitration Association. The arbitrator shall have the authority to fashion remedies and appropriate awards. In case of appeal, the decision of the arbitrator stands until the appeal is decided.
2. Either party may, if it desires, be represented by counsel.
3. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding.
4. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator.
5. The arbitrator shall issue his/her decision not later than 30 days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding.

6. Both parties agree that the arbitrator shall be prohibited from modifying or adding to this agreement.
7. The costs of the arbitrator shall be paid as follows:
 - a) The Board and the Federation shall each pay one-half of the costs of the arbitrator for each of the first three (3) arbitrations during each contract year.
 - b) The loser shall pay sixty percent (60%), and the winner shall pay forty percent (40%) of the costs of the arbitrator for each arbitration beyond three in a single contract year.
8. The parties agree that the arbitrator shall not hear or have jurisdiction over the negotiations or terms of a successor agreement.
9. Either party may appeal the arbitrator's award in accordance with RSA 542.

Article X - Federation Rights and Responsibilities

A. Representation

1. As exclusive representative the Federation shall not discriminate against, nor exclude from membership any person in the bargaining unit electing to join the Federation.
2. The Federation will represent equally and to the best of its ability all members of this bargaining unit without regard to membership in, or participation in the activities of the Federation.

B. Use of Buildings

Authorized representatives of the Federation will be permitted to use school facilities for meetings. Such meetings shall not interrupt the regular operations of the school and shall be scheduled in cooperation with the school Principal and Superintendent's Office. If meetings are to be held at a time other than when a custodian is regularly scheduled at the school, the Federation will be responsible for the rental cost as per School Board policy.

C. Distribution of Materials

In order to keep the bargaining unit informed the Federation will be the only employee organization permitted to use the school mail system and boxes to distribute information. This information is to be brought to the attention of the building Principals.

D. *Notices*

Authorized representatives of the Federation will be permitted to post official notices on the bulletin boards in the teachers' rooms. The President of the Federation shall be responsible for the content of the information and shall insure that it is in good taste. The Superintendent shall be provided the information prior to its distribution.

E. *Meetings*

Representatives of the Federation will be permitted to attend official meetings of the Federation immediately after the completion of the regularly scheduled pupil day.

F. *Access*

1. Authorized representatives of the Federation will be permitted reasonable access to bargaining unit members in their schools. Such access shall not interrupt the orderly operation of the school, nor shall it interrupt the individual's performance of his/her duties
2. During unusual circumstances, and with proper notice given to and approval received from the Superintendent or his designee, National and State Federation Representatives and the Federation's Attorney shall be given access to the President of the Local Federation or to their designee.

G. *No Local Federation Activity on School Time*

In recognition of these privileges and responsibilities the Federation agrees that no member of the bargaining unit will engage in Federation activities during the time they are performing their assigned professional duties, except by mutual consent of the needed Federation representative and the administration.

H. *Information*

The Board shall make available to the Federation, upon its reasonable request, all records relevant to negotiation or necessary for the proper enforcement of this Agreement. Compliance of this request shall not disrupt the everyday functional operation of the administration.

I. *School Board Meetings: Advance Agenda and Minutes*

1. A copy of the public agenda of all School Board meetings shall be made available to the official Federation representative at least 24 hours prior to the meetings or as soon as the agenda is prepared. The Federation representative shall be advised as soon as possible of all meetings of all the School Board.

2. A copy of the approved minutes of all School Board meetings shall be made available to the official Federation representative.

J. *Dues Deduction*

Any bargaining unit member who wishes to have Federation dues deducted from his/her pay shall notify the Superintendent in writing on the forms provided by the Federation and attached hereto as *Appendix E*, the language of which is incorporated by reference herein.

K. *COPE Deduction*

Any bargaining unit member who wishes to contribute to COPE, the RFT political action arm, may do so through payroll deduction by notifying the Superintendent in writing.

L. *Federation President*

The Federation President will be relieved of all assigned duties other than classroom teaching assignments.

M. *Federation Representatives*

If Federation Building Representatives and Officers must conduct union business immediately before or after school, they may report to their assigned building five minutes before the beginning of school for students, and/or may leave the building at five minutes after student dismissal except that they shall report at the time required to perform their morning or afternoon duties on the days they are assigned.

N. *Federation Telephone*

The Federation may, at its discretion, install a telephone in the teachers' room of the building wherein the Federation President is assigned to work. The Federation agrees to pay all expenses related to installation and use of this telephone.

Article XI - Negotiations Procedure

- A. On or about February 20 of the expiration year of the then current contract, the parties agree to enter into negotiations for a successor agreement concerning wages, hours, and other conditions of employment. This Agreement constitutes notice to the Rochester School Board of the Federation's intent to negotiate for a successor Agreement.

- B. During such negotiations, the Board and the Federation shall present relevant data, exchange points of view and make proposals. The Board and the Federation shall make available to each other all pertinent non-confidential records, data and information of the Rochester School District. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. Any agreement reached during these negotiations shall be reduced to writing and signed by the Board and the Federation.
- D. Any agreement reached which requires the expenditure of public funds for implementation shall not be binding upon the Board, unless the necessary appropriation has been made by the Rochester City Council.
- E. The Board shall make every effort to secure the funds necessary to implement said agreement.
- F. After 60 days, providing at least 5 negotiation sessions have occurred, either party may declare impasse.
- G. Impasse may be declared earlier by mutual consent.
- H. If impasse is declared, the Federal Mediation and Conciliation Service shall be the agency contracted to provide a mediator.
- I. The mediator shall make the contact and set up meeting dates which are mutually acceptable.
- J. The mediator shall make every effort to bring the parties together, but, if he/she is unable to do so, he/she shall submit a report of his/her findings within one week to both parties after the last session.

Article XII - General Provisions

A. Copies of the Agreement

Copies of the Agreement will be printed and a copy given to each teacher. The Federation shall pay sixty percent (60%) and the Board shall pay forty percent (40%) of the costs for the printing of the official Agreement.

B. *Existing Laws and Regulations Preserved*

The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule or regulation, including without limitation all applicable continuing contract, pension, or education laws and regulations.

C. *School Board Policies*

1. This Agreement constitutes School Board policy for the term of said Agreement, and the School Board shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Board shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
2. All rules and regulations governing covered employees shall be interpreted and applied equitably throughout the District.

D. *Individual Contract*

The individual contract shall consist of the Contract of Employment (*Appendix A*) and Salary Analysis Sheet (*Appendix B*).

E. *Superintendent/RFT Conferences*

In the event that a need arises to create new extra-curricular or co-curricular positions and set stipends for same during the term of this Agreement, the Superintendent of Schools shall meet with the Federation President for consultation, without re-opening negotiations on any provision of this Agreement, and shall forward a joint recommendation to the School Board for final approval.

The Superintendent of Schools and Federation President may meet and confer on other problems that arise during the course of this Agreement and may, without re-opening negotiations on any provision of this Agreement, seek a satisfactory resolution for joint recommendation to the School Board.

F. *Saving Clause*

If any portion of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

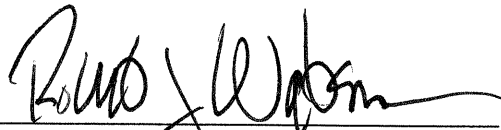
IN WITNESS WHEREOF, the parties have hereto executed this Agreement this 30th day of June, 2011.

Rochester Federation of Teachers

Rochester School Board



Margaret "Peg" Hurd, President



Robert Watson, Chairman

Appendix A
New Hampshire School Administrative Unit No. 54
Rochester, New Hampshire

Contract of Employment

This agreement made this ____ day of _____, 20__ by and between the Rochester School District, hereinafter called District, and _____, hereinafter called Teacher.

Witness:

1. District will employ Teacher at a salary of \$_____ to be paid in such installments as the District may determine in its rules and regulations or as may be provided in an agreement between the District and the Rochester Federation of Teachers.
2. Teacher agrees to work for District for said period and agrees to conform to and carry out all the laws, rules, policies, and regulations pertaining to the conduct of the schools and the teachers, and such other laws, rules, policies, and regulations as may be enacted during the term of this contract.
3. District may, without liability, terminate this contract in accordance with the New Hampshire RSA, Chapter 189:13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between District and Teacher, and this contract shall become void, subject to appeal, if teacher is removed by the Superintendent or if Teacher's certificate, license, or permit is revoked by the Commissioner of Education or such other appropriate licensing agency.
4. This contract is void unless Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching and/or holds a valid license or credential for the position for which they are employed.
5. This contract must be signed by teacher and be returned to the Superintendent's Office not later than _____, otherwise the contract will be deemed to be null and void.
6. All policies, rules, and regulations, as adopted or as may be adopted by the School Board pertaining to teachers, are hereby incorporated by reference and made a part hereof, and Teacher accepts the responsibility of being conversant with said policies, rules and regulations.
7. Teacher represents all statements made in application for employment are true and accurate, and this information constitutes a complete disclosure of education and teaching experience.
8. Teacher will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.
9. This agreement, except as herein provided, shall not be terminated by either party prior to 30 days written notice or without the written consent of the other party.

By: _____
Chairperson, School Board

By: _____
Teacher

Date: _____

Date: _____

Appendix B

**Rochester School Department
Rochester, New Hampshire**

Salary Analysis Sheet

Teacher: _____

Degree or equivalent: _____

Scheduled Salary: _____

Department Head: _____

Extra-Curricular: _____

Other: _____

Total Salary: 20_____ to 20_____ \$_____

If the above is not in agreement with your estimate, please contact the Superintendent.

Please sign and return one copy to the Superintendent's Office.

I accept _____

I do not accept _____

Teacher's Signature

Appendix C

**Authorization for Assignment of Course
Reimbursement Funds**

I, _____, a teacher in the Rochester School District hereby authorize said Rochester School District to pay those funds which are due to me for course credit reimbursement from the Rochester School District for the semester of school year ____-____ to the Rochester Federation of Teachers.

I give this authorization and assign said course reimbursement funds to the Rochester Federation of Teachers in consideration of the Federation having loaned and advanced the monies to me to make payment for the courses which the school District is now reimbursing me.

In making and accepting this Authorization For Assignment, both I and the Rochester Federation of Teachers agree that the Rochester School District obligation to make course reimbursement payments under the provisions of the Master Contract is not altered or expanded, and that the Rochester School District shall not be responsible or liable for any loss or expense which may arise or result from compliance with this Authorization For Assignment.

The Rochester School District may rely upon a copy of this Authorization for Assignment presented to it by the Rochester Federation of Teachers.

Witness:

Dated: _____

Appendix D

Rochester School District
Grievance Record

Grievance No. _____ Level _____ Date filed: _____

Name of Grievant(s): _____

Building: _____ Assignment: _____

Date of alleged violation(s) or misapplication(s) _____

Article of the Agreement allegedly violated: _____

Statement of the grievance: _____

Nature and extent of the injury or loss involved: _____

Remedy sought: _____

Signature - Federation Representative
Present

Signature - Grievant

Disposition by: Principal
Superintendent

Date answered: _____

Principal/Superintendent

Grievance settled on the basis of Principal's Superintendent's answer: _____

Grievant

Appendix E

Rochester School District
Dues Deduction Authorization Form

Name _____

I hereby authorize the Rochester School District to withhold from my salary, Federation dues in an amount to be certified by the Treasurer of the Rochester Federation of Teachers, acknowledging that the amount of dues may increase at times subsequent to the authorization, and this authorization shall be a continuing authorization for such dues deductions.

The sums thus to be deducted over the period of one year, (twenty-two pay periods, twenty-six pay periods, or other arrangement as permitted by the Master Agreement) are hereby assigned by me to the Rochester Federation of Teachers, and are to be remitted by the Rochester School Department to the Treasurer of the Federation. Having done so, the District shall be held harmless from any claim(s) in connection with the provisions of this authorization and Master Agreement terms. It is further agreed that the District assumes no financial liability except to forward, on a monthly basis, those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect from year to year unless I notify the Office of the Superintendent and the Rochester Federation of Teachers' Treasurer in writing between June 1 and September 1, to cease deductions for the coming year.

Signature: _____ Date: _____

Home Address: _____

City: _____ State: _____ Zip: _____ Phone #: (____) _____

S.S. #: _____ - _____ - _____ Employee #: _____ School: _____

Home E-Mail: _____

Please check position below:

Teacher: _____ Para-Professional: _____ Food Service: _____

Recruited By: _____

Once completed, this form must be sent directly to the Federation Treasurer.

For Office Use Only:

Date Received: _____

Copies sent to: Vice-President _____ Date: _____

Central Office _____ Date: _____

SIDEBAR A
MAGNET SCHOOL STUDY COMMITTEE

The Board and the Federation will establish a joint labor-management committee comprised of equal representation for each party to consider the feasibility of a Magnet School, including consideration of a longer school year, a different student calendar, compensation, length of school day, and working conditions, to report back to the Superintendent with recommendations by a date agreed upon by the parties. The RFT shall appoint the bargaining unit representatives on the Committee.

Schedule 1
2010-2011

Years Experience	BA	BA + 15	MA	MA + 15	MA + 30
0	\$34,338	\$35,660	\$37,755	\$39,079	\$40,401
1	\$34,975	\$36,296	\$38,392	\$39,715	\$41,395
2	\$35,611	\$36,932	\$39,027	\$40,350	\$41,672
3	\$36,246	\$37,569	\$39,663	\$40,985	\$42,307
4	\$37,229	\$38,551	\$40,646	\$41,969	\$43,292
5	\$38,531	\$39,853	\$41,947	\$43,269	\$44,593
6	\$39,832	\$41,154	\$43,248	\$44,571	\$45,929
7	\$41,134	\$42,456	\$44,550	\$45,871	\$47,193
8	\$42,433	\$43,757	\$45,851	\$47,173	\$48,496
9	\$43,735	\$45,057	\$47,152	\$48,475	\$49,796
10	\$45,035	\$46,358	\$48,454	\$49,776	\$51,098
11	\$46,338	\$47,660	\$49,753	\$51,077	\$52,400
12	\$47,638	\$48,961	\$51,056	\$52,380	\$53,702
13	\$48,940	\$50,262	\$52,356	\$53,679	\$55,003
14	\$50,240	\$51,562	\$53,656	\$54,980	\$56,302
15	\$51,541	\$52,863	\$54,957	\$56,280	\$57,751
16	\$54,028	\$55,360	\$57,473	\$58,806	\$60,286

Schedule 2
Salary Schedule 2011-2012

Years Experience	BA	BA + 15	MA	MA + 15	MA + 30
0	\$34,338	\$35,660	\$37,755	\$39,079	\$40,401
1	\$34,975	\$36,296	\$38,392	\$39,715	\$41,395
2	\$35,611	\$36,932	\$39,027	\$40,350	\$41,672
3	\$36,246	\$37,569	\$39,663	\$40,985	\$42,307
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14	\$50,240	\$51,562	\$53,656	\$54,980	\$56,302
15	\$51,541	\$52,863	\$54,957	\$56,280	\$57,751
16	\$54,028	\$55,360	\$57,473	\$58,806	\$60,286
17	\$55,109	\$56,467	\$58,622	\$59,982	\$61,492

Schedule 3
Salary Schedule 2012-2013 2.2%

Years Experience	BA	BA + 15	MA	MA + 15	MA + 30
0	\$35,093	\$36,445	\$38,586	\$39,939	\$41,290
1	\$35,744	\$37,095	\$39,237	\$40,589	\$42,306
2	\$36,394	\$37,745	\$39,886	\$41,238	\$42,589
3	\$37,043	\$38,396	\$40,536	\$41,887	\$43,238
4	\$38,048	\$39,399	\$41,540	\$42,892	\$44,244
5	\$39,379	\$40,730	\$42,870	\$44,221	\$45,574
6	\$40,708	\$42,059	\$44,199	\$45,552	\$46,939
7	\$42,039	\$43,390	\$45,530	\$46,880	\$48,231
8	\$43,367	\$44,720	\$46,860	\$48,211	\$49,563
9	\$44,697	\$46,048	\$48,189	\$49,541	\$50,892
10	\$46,026	\$47,378	\$49,520	\$50,871	\$52,222
11	\$47,357	\$48,709	\$50,848	\$52,201	\$53,553
12	\$48,686	\$50,038	\$52,179	\$53,532	\$54,883
13	\$50,017	\$51,368	\$53,508	\$54,860	\$56,213
14	\$51,345	\$52,696	\$54,836	\$56,190	\$57,541
15	\$52,675	\$54,026	\$56,166	\$57,518	\$59,022
16	\$55,217	\$56,578	\$58,737	\$60,100	\$61,612
17	\$56,321	\$57,709	\$59,912	\$61,302	\$62,845

Schedule 4
Co-curricular and Extra-curricular

Position	Stipend
Baseball, Varsity (B)	\$2,771.00
Baseball, Varsity (B) Asst.	\$474.00
Baseball, Varsity (B) Asst.	\$1.00
Baseball, JV (B)	\$1,386.00
Baseball, JV (B) Asst.	\$1.00
Baseball, Freshman (B)	\$901.00
Baseball, Freshman (B) Asst.	\$1.00
Basketball, Varsity (B)	\$4,296.00
Basketball, Varsity (B) Asst.	\$474.00
Basketball, JV (B)	\$2,286.00
Basketball, JV (B) Asst.	\$1.00
Basketball, Freshman (B)	\$1,386.00
Basketball, Freshman (B) Asst.	\$1.00
Basketball, MS (B) "A" Team	\$1,177.00
Basketball, MS (B) "A" Team Asst.	\$1.00
Basketball, MS (B) "B" Team	\$1,177.00
Basketball, MS (B) "B" Team Asst.	\$1.00
Basketball, Varsity (G)	\$4,296.00
Basketball, Varsity (G) Asst.	\$474.00
Basketball, JV (G)	\$2,286.00
Basketball, JV (G) Asst.	\$1.00
Basketball, Freshman (G)	\$1,386.00
Basketball, Freshman (G) Asst.	\$1.00
Basketball, MS (G) "A" Team	\$1,177.00
Basketball, MS (G) "A" Team Asst.	\$1.00
Basketball, MS (G) "B" Team	\$1,177.00
Basketball, MS (G) "B" Team Asst.	\$1.00
Bowling,	\$474.00
Cheering, Varsity - Fall	\$3,048.00
Cheering, Varsity - Fall Asst.	\$1.00
Cheering, Varsity - Winter	\$3,048.00
Cheering, Varsity - Winter Asst.	\$1.00
Cheering, JV Fall	\$1,525.00
Cheering, JV Fall Asst.	\$1.00
Cheering, JV Winter	\$1,525.00
Cheering, JV Winter Asst.	\$1.00
Cheering, MS	\$728.00
Football, Varsity (B)	\$4,296.00
Football, Varsity (B) Asst. 1	\$2,632.00
Football, Varsity (B) Asst. 2	\$1,662.00
Football, Varsity (B) Asst. 3	\$1.00

Schedule 4 continued
Co-curricular and Extra-curricular

Position	Stipend
Football, Freshman	\$2,079.00
Football, Freshman Asst. (2)	\$901.00
Golf, Varsity	\$2,356.00
Golf, JV	\$1,386.00
Gymnastics, Varsity	\$1,801.00
Gymnastics, Varsity Asst.	\$474.00
Hockey, Varsity	\$4,296.00
Hockey, Varsity Asst.	\$474.00
Hockey, Varsity Asst.	\$1.00
Hockey, JV	\$2,286.00
Hockey, JV Asst.	\$1.00
Intramural, MS (2)	\$2,315.00
Lacrosse, Varsity (B)	\$2,640.00
Lacrosse, Varsity (B) Asst.	\$474.00
Lacrosse, Varsity (G)	\$2,640.00
Lacrosse, Varsity (G) Asst.	\$474.00
Lacrosse, MS (B)	\$1,177.00
Lacrosse, MS (B) Asst.	\$1.00
Lacrosse, MS (G)	\$1,177.00
Lacrosse, MS (G) Asst.	\$1.00
Ski Team, Varsity	\$2,356.00
Ski Team, Varsity Asst.	\$1,386.00
Soccer, Varsity (B)	\$2,356.00
Soccer, Varsity (B) Asst.	\$1.00
Soccer, JV (B)	\$1,386.00
Soccer, Freshman (B)	\$901.00
Soccer, Varsity (G)	\$2,356.00
Soccer, Varsity (G) Asst.	\$474.00
Soccer, JV (G)	\$1,386.00
Soccer, Freshman (G)	\$901.00
Softball, Varsity (G)	\$2,771.00
Softball, Varsity (G) Asst.	\$474.00
Softball, Varsity (G) Asst.	\$1.00
Softball, JV (G)	\$1,386.00
Softball, JV (G) Asst.	\$474.00
Softball, Freshman (G)	\$901.00
Softball, Freshman (G) Asst.	\$1.00
Swimming, Varsity	\$1,801.00
Swimming, Varsity Asst.	\$1.00
Tennis, Varsity (B)	\$1,386.00
Tennis, Varsity (B) Asst.	\$1.00
Tennis, Varsity (G)	\$1,386.00
Tennis, Varsity (G) Asst.	\$1.00

Schedule 4 continued
Co-curricular and Extra-curricular

Position	Stipend
Track-Cross Country, Varsity	\$2,356.00
Track-Cross Country, Varsity Asst.	\$1.00
Track-Cross Country, MS	\$1,176.00
Track-Cross Country, MS Asst.	\$1.00
Track, Winter - Indoor (B)	\$1,801.00
Track, Winter - Indoor (B) Asst.	\$1.00
Track, Winter - Indoor (G)	\$1,801.00
Track, Winter - Indoor (G) Asst.	\$1.00
Track, Spring (Mixed)	\$2,356.00
Track, Spring (B) Asst.	\$1,386.00
Track, Spring (G) Asst.	\$1,386.00
Track, Spring Asst.	\$1.00
Track, MS (Mixed) (2)	\$1,176.00
Volleyball, Varsity (G)	\$2,356.00
Volleyball, Varsity (G) Asst.	\$1.00
Volleyball, JV (G)	\$1,386.00
Volleyball, JV (G) Asst.	\$1.00
Volleyball, MS	\$1,177.00
Volleyball, MS Asst.	\$1.00
Wrestling, Varsity	\$2,356.00
Wrestling, Varsity Asst.	\$474.00
Wrestling, MS	\$1,525.00
Wrestling, MS Asst.	\$1.00

Clubs/Activities

Position	Stipend
Adventure Leaders, HS	\$1.00
Adventure Leader, MS	\$1,050.00
Jump Rope Club Coach (5)	\$788.00
Outing Club, HS	\$1,050.00
Outing Club, MS	\$1.00
Paint Ball Club	\$1.00
Art Club Advisor, HS	\$1,050.00
Art Club Advisor, MS	\$778.00
Audio Visual, MS	\$1,260.00
Auditorium Stage Manager	\$2,858.00
Band, Drill Master	\$788.00
Band, HS	\$4,305.00
Band, MS (3)	\$788.00
Band, Elementary (2)	\$1,050.00
Book Club, MS	\$525.00
Chess Club	\$1.00

Schedule 4 continued
Co-curricular and Extra-curricular

Position	Stipend
Class Advisor, Freshman (2)	\$788.00
Class Advisor, Sophomore (2)	\$998.00
Class Advisor, Junior (2)	\$1,215.00
Class Advisor, Senior (2)	\$1,429.00
Drama, HS	\$1,575.00
Drama, MS	\$1,050.00
Drama, MS Asst.	\$525.00
FBLA Advisor	\$1,575.00
FCCLA Advisor	\$1,050.00
Foreign Culture Club Advisor	\$1.00
French Honor Society	\$1,050.00
Future Ed. Exploring Teaching (FEET)	\$788.00
Future Farmers of America (FFA)	\$525.00
Gifted and Talented (SEARCH)	\$1,050.00
Granite State Challenge Team	\$788.00
Guitar Club, MS	\$525.00
Health Occ. Advisor (HOSA)	\$1,050.00
Human Rights Club	\$1,050.00
Interact Club	\$1,050.00
Key Club (2)	\$788.00
Latin Club/Honor Society	\$525.00
Literary Magazine	\$1,050.00
Math Team Advisor	\$1.00
Mu alpha Theta Advisor	\$525.00
National Honor Society	\$1,575.00
National Jr Honor Society, MS	\$1,050.00
S.A.D.D.	\$1.00
SAGA Advisor	\$1.00
Spanish Honor Society	\$1,050.00
Student Council, HS	\$1,050.00
Student Council, MS (2)	\$788.00
Student Council, Elementary (4)	\$525.00
Yearbook Advisor, HS	\$2,100.00
Yearbook Business Manager, HS	\$2,100.00
Yearbook Advisor, MS	\$1,050.00
Yearbook Advisor, Elementary (4)	\$525.00

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