

DERRY SCHOOL BOARD'S TENTATIVE AGREEMENT
WITH DERRY EDUCATION ASSOCIATION

November 26, 2018

The School Board makes the following tentative agreement with the Association. The tentative agreement calls for no changes to the parties' 2017-19 collective bargaining agreement, except for those provisions that are expressly referenced herein or in the tentative agreement dated November 7, 2018. Items in bold are to be added and items struck-through are to be deleted.

ARTICLE 2 – DURATION

Amend Section 2-01:

“The Agreement shall be effective July 1, ~~2017~~ **2019**, and shall terminate June 30, ~~2019~~ **2021**. The Board or the Association may reopen negotiations on health insurance and salaries if it deems it desirable to do so with respect to Affordable Care Act penalties for discrimination in favor of highly compensated employees.”

ARTICLE 3 – TEACHER RIGHTS

Add the following as new Section 3-10(C)¹:

“Changes in work location are not transfers. The administration may change a teacher’s work location whenever it determines the change is in the best interests of the School District. If an employee’s work location is changed during the school year, the employee will be given three days to prepare and plan for the new assignment and wrap up the old assignment.”

The School District has withdrawn its notice with regard to Section 3-10 that, effective with employment contracts for the 2019-20 school year, the School District intends to no longer specify work locations in the contracts.

The Association has withdrawn its proposal to add new Section 3-10(D) (individual contracts will be sent to staff by May 15 and will include position and building).

ARTICLE 7 – TEACHER DAY

¹ This proposal is for a clarification and is made without prejudice to the School District's position that it already may change teachers' work locations notwithstanding Section 3-10 because Section 3-10 applies only to changes in grade or subject area assignments.

TA
me
11/26/18

Amend Section 7-02 (B):

“Teachers’ professional responsibilities include meetings, field trips and open houses. However, except in emergencies, the administration will make every reasonable effort:

- (1) To limit the number of staff, faculty, department, grade-level team, and committee meetings that the administration requires the teacher to attend outside the timeframe described in Section 7-02(A) to an average of 3 per month, no more than ~~25~~ **20** per year, ~~with 7 days prior notice~~; **The administration shall distribute a schedule of meeting dates at the beginning of the school year, including the topic of each meeting. With 7 days prior notice, a meeting date may be changed;** and
- (2) To limit the duration of meetings that the administration requires the teacher to attend outside the timeframe described in Section 7-02(A) to 60 minutes after the teacher day;¹ and
- (3) **Within the aforementioned meetings outlined in B(1), the following shall be an option: Up to four extended meetings (over one hour) may be scheduled. Extended meetings shall be more than one hour, but not more than two hours in duration. Each extended meeting shall count as two of the 20 total meetings per B(1); and**
- (4) To limit the number of administratively assigned field trips from which the teacher will be scheduled to return more than 60 minutes after the dismissal bell to one per year. Field trips on multiple days to the same location (e.g., Browne Center) shall be deemed to be a single field trip for purposes of this provision.”

Amend Section 7-06:

“When a teacher is going to be absent, that teacher shall contact a designee of the administration, who shall have the responsibility of securing an appropriate substitute. Every reasonable effort shall be made to provide substitutes for the classroom teacher, resource room teacher, and specialist. Only in an emergency circumstance shall a teacher be required to substitute for an absent teacher. A teacher so required to substitute for an absent teacher will be paid, in addition to his/her regular salary, a stipend in the amount of \$30 per class period that the teacher is required to substitute. **A teacher may volunteer to substitute for an absent teacher**

TA
me
11/26/18

during individual planning time, but not during team planning time.”

ARTICLE 9 – ASSOCIATION RIGHTS

Amend Section 9-02:

“Each teacher may have three (3) days with pay per year noncumulative, for the purpose of attending to personal business or household matters which require the absence of the teacher during school hours and which cannot otherwise be scheduled provided however, earned leave may not be taken on the day(s) before or the day(s) following a vacation or holiday period, excepting that the Superintendent may make exceptions in cases of emergency **after the teacher states the reason for the leave.**

Written intention to take such leave shall be filed with the Superintendent, or his/her designee at least one week in advance. Exceptions will be made when the requirement for one week advance notice would be a hardship or an impossibility. In order that it might be determined whether the leave falls within the definition above, the applicant must state the reason for the leave **if the leave is for the day(s) before or following a vacation or holiday period, or** if so requested by the principal in the event that the abuse of such personal leave is suspected. The Board upon the recommendation of the Superintendent may grant additional days.”

Amend Section 9-07:

“Teachers will be entitled to fifteen (15) days sick leave with pay each year for personal illness. Sick leave days may be accumulated from year-to-year with a maximum of one hundred twenty (120) days. Once a teacher has accumulated the maximum 120 days of sick leave, that teacher still shall be entitled to receive 15 sick days each year, but any of those 15 sick days not used during that year will not carry over to the next year. A teacher may use up to 15 days of sick leave under this section each year for the illness of a spouse, child, parent or domestic partner who resides in the teacher’s home. A teacher may use up to 5 days of sick leave under this section each year for the illness of a child or parent who does not reside in the teacher’s home. **In the event that a teacher requests a leave day on the day before or after a vacation or holiday, which is denied, and the teacher subsequently calls in sick on the denied leave day, the teacher may be required to provide proof that the sick day was taken**

me
11/26/18

due to personal illness of the teacher or the teacher's spouse, child, parent or domestic partner. ”

Add the following as new Section 9-11:

“A teacher's misuse of leave shall be cause for the teacher to be disciplined.”

ARTICLE 14 – REDUCTION IN FORCE

The Board has withdrawn its proposal to amend the Groupings and Assignment Areas table in Section 14-01(E) (separate assignment areas for special education facilitator and special education in the Grade K-8 grouping).

ARTICLE 16 – INSURANCE

The Board has withdrawn its proposal to amend Section 16-01(A) (delete Blue Choice insurance plans).

The Board has withdrawn its proposal to amend Section 16-01(B) (delete Blue Choice insurance plans).

ARTICLE 18 – CO-CURRICULAR

Add new Section 18-02:

“If a Middle School co-curricular activity listed in Appendix A is not offered, the funds for the stipend for that activity may be reallocated to a stipend for another activity as approved by the principal.”

ARTICLE 19 – LONGEVITY

The Association has withdrawn its proposal to amend Section 19-01 (increase longevity).

APPENDIX A – CO-CURRICULAR ACTIVITIES

In Appendix A, replace “Baseball(S)” with “Boys Lacrosse” and replace “Softball(S)” with “Girls Lacrosse.”

TA
ML
11/24/18

In Appendix A, the Board counter-proposes to replace the column heading “2017-2019” with “2019-2021,” and to increase each stipend amount for 2019-2021 by 1% from the amount for 2017-2019. *me*

APPENDIX B – SALARY SCHEDULES

Replace the salary schedule for 2017-19 in Appendix B with the salary schedules for 2019-21 that are attached hereto.

Add under the salary schedule for 2019-20: **“A teacher in his/her second or subsequent year on the top step of the salary schedule will receive \$500 of salary in addition to the salary in the 2019-20 salary schedule.”**

Add under the salary schedule for 2020-21: **“A teacher in his/her second or subsequent year on the top step of the salary schedule will receive \$250 of salary in addition to the salary in the 2020-21 salary schedule and, if any, the \$500 additional salary received in 2019-20.”**

T
Michelle Anderson
11/26/18

2018-19 Salary Schedule

Step	B	B+15	B+30	M	M+15	M+30	D
1	38,400	39,726	41,099	43,941	45,461	47,035	50,292
2	39,726	41,099	42,520	45,461	47,035	48,663	52,035
3	41,099	42,520	43,991	47,035	48,663	50,349	53,839
4	42,520	43,991	45,512	48,663	50,349	52,095	55,705
5	43,991	45,512	47,088	50,349	52,095	53,899	57,638
6	45,512	47,088	48,719	52,095	53,899	55,768	59,637
7	47,088	48,719	50,407	53,899	55,768	57,703	61,707
8	48,719	50,407	52,153	55,768	57,703	59,705	63,850
9	50,407	52,153	53,960	57,703	59,705	61,777	66,067
10	52,153	53,960	55,832	59,705	61,777	63,922	68,362
11	53,960	55,832	57,768	61,777	63,922	66,142	70,737
12	55,832	57,768	59,773	63,922	66,142	68,439	73,195
13	57,768	59,773	61,847	66,142	68,439	70,817	75,739
14	59,773	61,847	63,994	68,439	70,817	73,277	78,372
15	61,847	63,994	65,784	70,229	72,607	75,067	80,162

2018-19 Demographic

Step	B	B+15	B+30	M	M+15	M+30	D	Total
1	7	2	0	4.5	0	2	0	15.5
2	6	0	0	4	0	1	0	11
3	5	2.5	0	7	0	0	0	14.5
4	3	1	0	8	2	0	0	14
5	2	1	0	2	1	0	0	6
6	0	0	0	3	1	2	0	6
7	2	1	1	6	0	0	0	10
8	1	1	0	3	0	2	0	7
9	2	0	0	10	0	1	0	13
10	0	0	0	4	3	3	0	10
11	2	0	2	6	0	3	0	13
12	2	0	2	5	1	1	0	11
13	0	0	0	9	0	1	0	10
14	1	2	0	7	1	7	1	19
15	29.65	2	4	58.4	14.2	34.2	3	145.45
Total	62.65	12.5	9	136.9	23.2	57.2	4	305.45

2018-19 Salary Schedule Costs

Step	B	B+15	B+30	M	M+15	M+30	D	Total
1	268,800	79,452	0	197,735	0	94,070	0	640,057
2	238,356	0	0	181,844	0	48,663	0	468,863
3	205,495	106,300	0	329,245	0	0	0	641,040
4	127,560	43,991	0	389,304	100,698	0	0	661,553
5	87,982	45,512	0	100,698	52,095	0	0	286,287
6	0	0	0	156,285	53,899	111,536	0	321,720
7	94,176	48,719	50,407	323,394	0	0	0	516,696
8	48,719	50,407	0	167,304	0	119,410	0	385,840
9	100,814	0	0	577,030	0	61,777	0	739,621
10	0	0	0	238,820	185,331	191,766	0	615,917
11	107,920	0	115,536	370,662	0	198,426	0	792,544
12	111,664	0	119,546	319,610	66,142	68,439	0	685,401
13	0	0	0	595,278	0	70,817	0	666,095
14	59,773	123,694	0	479,073	70,817	512,939	78,372	1,324,668
15	1,825,343	127,274	263,136	4,101,374	1,031,019	2,567,291	240,486	10,155,923
Schedule	3,276,602	625,349	548,625	8,527,655	1,560,001	4,045,134	318,858	18,902,225
FICA								1,446,020
NHRS								3,281,426
Total								23,629,671

JA
 1/4/18
 11/24/18
 me
 11/26/18

2019-20 Salary Schedule

Step	B	B+15	B+30	M	M+15	M+30	D
1	38,592	39,925	41,304	44,161	45,688	47,270	50,543
2	39,925	41,304	42,733	45,688	47,270	48,906	52,295
3	41,304	42,733	44,211	47,270	48,906	50,601	54,108
4	42,733	44,211	45,740	48,906	50,601	52,355	55,984
5	44,211	45,740	47,323	50,601	52,355	54,168	57,926
6	45,740	47,323	48,963	52,355	54,168	56,047	59,935
7	47,323	48,963	50,659	54,168	56,047	57,992	62,016
8	48,963	50,659	52,414	56,047	57,992	60,004	64,169
9	50,659	52,414	54,230	57,992	60,004	62,086	66,397
10	52,414	54,230	56,111	60,004	62,086	64,242	68,704
11	54,230	56,111	58,057	62,086	64,242	66,473	71,091
12	56,111	58,057	60,072	64,242	66,473	68,781	73,561
13	58,057	60,072	62,156	66,473	68,781	71,171	76,118
14	60,072	62,156	64,314	68,781	71,171	73,643	78,764
15	61,871	63,955	66,113	70,580	72,970	75,442	80,563

increase steps 1-15= 0.50%

2019-20 Demographic

Step	B	B+15	B+30	M	M+15	M+30	D	Total
1	0	0	0	0	0	0	0	0
2	7	2	0	4.5	0	2	0	15.5
3	6	0	0	4	0	1	0	11
4	5	2.5	0	7	0	0	0	14.5
5	3	1	0	8	2	0	0	14
6	2	1	0	2	1	0	0	6
7	0	0	0	3	1	2	0	6
8	2	1	1	6	0	0	0	10
9	1	1	0	3	0	2	0	7
10	2	0	0	10	0	1	0	13
11	0	0	0	4	3	3	0	10
12	2	0	2	6	0	3	0	13
13	2	0	2	5	1	1	0	11
14	0	0	0	9	0	1	0	10
15	30.65	4	4	65.4	15.2	41.2	4	164.45
Total	62.65	12.5	9	136.9	23.2	57.2	4	305.45

2019-20 Salary Schedule Costs

Step	B	B+15	B+30	M	M+15	M+30	D	Total
1	0	0	0	0	0	0	0	0
2	279,472	82,609	0	205,597	0	97,813	0	665,491
3	247,827	0	0	189,081	0	50,601	0	487,508
4	213,663	110,527	0	342,344	0	0	0	666,535
5	132,633	45,740	0	404,806	104,711	0	0	687,889
6	91,479	47,323	0	104,711	54,168	0	0	297,682
7	0	0	0	162,505	56,047	115,983	0	334,535
8	97,925	50,659	52,414	336,281	0	0	0	537,279
9	50,659	52,414	0	173,975	0	124,172	0	401,219
10	104,828	0	0	600,035	0	64,242	0	769,104
11	0	0	0	248,344	192,725	199,418	0	640,487
12	112,222	0	120,144	385,450	0	206,344	0	824,159
13	116,114	0	124,312	332,364	68,781	71,171	0	712,742
14	0	0	0	619,031	0	73,643	0	692,674
15	1,896,340	255,821	264,452	4,615,941	1,109,145	3,108,224	322,251	11,572,174
Schedule	3,343,163	645,093	561,322	8,720,464	1,585,577	4,111,610	322,251	19,289,480
FICA								1,475,645
NHRS								3,433,527
Total								24,198,653

JA
MCS
11/24/18

mc
11/26/18

Cost Increase (excl. FICA & NHRS):	
19-20 cost=	\$19,289,480
18-19 cost=	\$18,902,225
\$ increase=	\$387,255
% increase=	2.05%

Cost Increase (incl. FICA & NHRS):	
19-20 cost=	\$24,198,653
18-19 cost=	\$23,629,671
\$ increase=	\$568,981
% increase=	2.41%

2020-21 Salary Schedule

Step	B	B+15	B+30	M	M+15	M+30	D
1	38,785	40,124	41,511	44,382	45,917	47,507	50,796
2	40,124	41,511	42,946	45,917	47,507	49,151	52,557
3	41,511	42,946	44,432	47,507	49,151	50,854	54,379
4	42,946	44,432	45,968	49,151	50,854	52,617	56,263
5	44,432	45,968	47,560	50,854	52,617	54,439	58,216
6	45,968	47,560	49,207	52,617	54,439	56,327	60,235
7	47,560	49,207	50,912	54,439	56,327	58,281	62,326
8	49,207	50,912	52,676	56,327	58,281	60,304	64,490
9	50,912	52,676	54,501	58,281	60,304	62,396	66,729
10	52,676	54,501	56,392	60,304	62,396	64,563	69,047
11	54,501	56,392	58,347	62,396	64,563	66,805	71,446
12	56,392	58,347	60,372	64,563	66,805	69,125	73,929
13	58,347	60,372	62,467	66,805	69,125	71,527	76,498
14	60,372	62,467	64,636	69,125	71,527	74,012	79,158
15	62,180	64,275	66,443	70,933	73,335	75,820	80,966

increase
steps 1-15=
0.50%

2020-21 Demographic

Step	B	B+15	B+30	M	M+15	M+30	D	Total
1	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
3	7	2	0	4.5	0	2	0	15.5
4	6	0	0	4	0	1	0	11
5	5	2.5	0	7	0	0	0	14.5
6	3	1	0	8	2	0	0	14
7	2	1	0	2	1	0	0	6
8	0	0	0	3	1	2	0	6
9	2	1	1	6	0	0	0	10
10	1	1	0	3	0	2	0	7
11	2	0	0	10	0	1	0	13
12	0	0	0	4	3	3	0	10
13	2	0	2	6	0	3	0	13
14	2	0	2	5	1	1	0	11
15	30.65	4	4	74.4	15.2	42.2	4	174.45
Total	62.65	12.5	9	136.9	23.2	57.2	4	305.45

2020-21 Salary Schedule Costs

Step	B	B+15	B+30	M	M+15	M+30	D	Total
1	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
3	290,577	85,893	0	213,779	0	101,707	0	691,957
4	257,678	0	0	196,603	0	52,617	0	506,898
5	222,160	114,921	0	355,976	0	0	0	693,057
6	137,905	47,560	0	420,938	108,879	0	0	715,282
7	95,120	49,207	0	108,879	56,327	0	0	309,533
8	0	0	0	168,981	58,281	120,607	0	347,870
9	101,825	52,676	54,501	349,689	0	0	0	558,690
10	52,676	54,501	0	180,911	0	129,126	0	417,213
11	109,002	0	0	623,963	0	66,805	0	799,770
12	0	0	0	258,251	200,415	207,375	0	666,042
13	116,694	0	124,934	400,830	0	214,581	0	857,040
14	120,744	0	129,271	345,626	71,527	74,012	0	741,180
15	1,905,822	257,100	265,774	5,277,419	1,114,690	3,199,585	323,862	12,344,252
Schedule	3,410,203	661,857	574,480	8,901,845	1,610,120	4,166,415	323,862	19,648,783
FICA								1,503,132
NHRS								3,497,483
Total								24,649,398

JA
MCC
11/26/18

Cost Increase (excl. FICA & NHRS):	
20-21 cost=	\$19,648,783
19-20 cost=	\$19,289,480
\$ increase=	\$359,303
% increase=	1.86%

Cost Increase (incl. FICA & NHRS):	
20-21 cost=	\$24,649,398
19-20 cost=	\$24,198,653
\$ increase=	\$450,745
% increase=	1.86%

MC
11/26/18