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AGREEMENT

CONWAY EDUCATION ASSOCIATION

AND

CONWAY SCHOOL BOARD

Effective July 1, 2016

Expires June 30, 2017

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PREAMBLE

The Conway School Board and the Conway Education Association recognize that its common purpose is to strive for the best educational programs, services, and facilities for the children and youth of Conway.

To encourage and increase effective and harmonious working relationships between the Conway School Board (hereinafter the "Board") of Conway School District (hereinafter the "District") and its employees represented by the Conway Education Association, a voluntary Association (hereinafter the "Association"), unified with the New Hampshire Education Association (hereinafter the "NHEA"), and with the National Education Association (hereinafter the "NEA").

ARTICLE I
RECOGNITION

1-1 For the purposes of collective negotiations, the Board recognizes the Conway Education Association as the exclusive representative of all teachers of the Conway School District during the term of this Agreement. Teachers shall include any individuals employed by the Conway School District, the qualifications for whose positions are such as to require them to hold an appropriate credential issued by the N.H. State Board of Education under its regulations governing certification of teaching personnel, EXCEPT that the term "teachers" or "teaching personnel" shall not include superintendents, assistant superintendents, business administrators, principals, assistant principals, director of guidance, director of vocational education, nonteaching nurses, teacher aides, tutors, substitute teachers, school volunteers, or persons employed by the State Board of Education or the North Country Education Foundation, or department heads whose school day consists of more than 50% department head duties.

1-2 The Association agrees to represent equally all such professional employees in the unit designated in 1-1 under Article I without discrimination and without regard to membership in the Association. However, this shall not prevent the Board from communicating or consulting with any employee or group of employees covered by this Agreement for any purpose the Board shall deem desirable in the discharge of its responsibilities.

1-3 Despite reference in this Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee (such committee shall be reasonable in number), individual member, or designated representative, whether or not a member.

1-4 DEFINITIONS

1-4.1 The term "School" as used in this Agreement means any work location or function division maintained by the Board where instruction is offered to the children and youth enrolled in the Conway School District.

1-4.2 The term "Principal" as used in this Agreement means the responsible administrative head of his/her respective school.

1-4.3 The term "Teacher" as used in this Agreement means a person employed by the Board included in unit defined in Article I, Section 1-1, of this Agreement.

1-4.4 The term "Faculty Representative" as used in this Agreement means the association faculty representative or his/her teacher designee. However, he/she shall be part of the unit defined in Article I, Section 1-1.

1-4.5 Wherever the singular is used in this Agreement, it is to include the plural, unless the intent of the language specifies otherwise.

1-4.6 The term "Teacher on Continuing Contract" shall refer to any person employed by the Board who fits the descriptions set forth in RSA 189:14-a I (b) and 14-a II, amended.

1-4.7 The term "direct economic benefits" shall mean benefits provided the employee such as group life insurance, health insurance, authorized leaves absence, and the number of working days provided in a contract.

1-4.8 The term "strike" means the failure of one or more days or any portion thereof by concerted action with others to report for duty, the willful absence from one's position, the stoppage of work, or the willful abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, and without the lawful approval of one's superior, or in any manner interfering with the operation of public schools, for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

ARTICLE II
NEGOTIATION PROCEDURE

2-1.1 Not later than August 15, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party, concerning salaries, wages, hours, other direct economic benefits, other areas covered by this Agreement, and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute.

2-1.2 The Negotiation Committee of the Board and the Negotiation Committee of the teachers shall have the authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

2-1.3 The Board agrees to make a good faith effort to provide the Association such nonconfidential information in its possession as is reasonably requested and necessary for the intelligent development of proposals. The Board shall make available to the Association information which the Board is required by law to release to the general public.

2-2 Any agreement reached shall be in writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the Conway School District. The Board shall make a good faith effort to secure the funds necessary to implement fully said agreements.

2-3.1 If an impasse is declared, a mediator, mutually acceptable to both parties, will be selected, first by consultation, and thereafter from a list provided by the New Hampshire PELRB. If after ten (10) days from the receipt of the list the parties have not agreed upon a mediator, the PELRB shall appoint one.

2-3.2 If either party so chooses, or if mediation does not result in agreement within fifteen (15) days after the first mediation session, a fact finder, mutually acceptable to both parties, shall be selected, first by

consultation, and thereafter from a list provided by the New Hampshire PELRB. If after ten (10) days from the receipt of the list the parties have not agreed upon a fact finder, the PELRB shall appoint one.

2-3.3 The neutral party shall divide the issues into cost and non-cost items. On non-cost items the neutral party shall make findings which shall be binding on both parties. Such findings shall attempt to reflect concerns and interests of both negotiating parties.

On cost items the neutral party shall be limited to the issues still in dispute. When more than one cost item is submitted, the neutral party shall compute the total cost of each party's last offer and then provide recommendations best supported by comparability, equity, cost of living, and such other meaningful criteria.

All findings of facts and recommendations shall be made public thirty (30) days after receipt of these by the parties, provided that no agreement has been reached.

2-3.4 If either negotiating team rejects the neutral party's recommendations on cost items, his/her recommendations shall be submitted to the full membership of the employee organization and to the board of the public employer, which shall vote to accept or reject so much of his/her recommendations as otherwise permitted by law.

2-3.5 If either the full membership of the employee organization or the board of the public employer rejects the neutral party's recommendations, his/her findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of his/her recommendations as otherwise permitted by law.

2-4 If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. All items still in dispute shall be renegotiated. If agreement still cannot be reached within fifteen (15) days, mediation and fact finding may be requested by either party, using procedures outlined in 2-3.1, 2-3.2, 2-3.3, 2-3.4 and 2-3.5

2-5 The costs for the services of the mediator and/or neutral party including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by both parties.

2-6 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist it in negotiations.

2-7 The Board and the Association shall negotiate any change in the terms and conditions of employment. This is to include any impact on the terms and conditions of employment brought about as a result of the Board exercising its managerial policy within the exclusive prerogative as a public employer.

ARTICLE III
GRIEVANCE PROCEDURE

3-1 A "Grievance" shall mean an alleged violation, misinterpretation, or misapplication with respect to one or more teachers, of any provision of this agreement governing teachers. A grievance to be considered under this procedure must be initiated by the teacher within twenty (20) work days of its occurrence. Any grievance in June must be filed by July 20th.

3-2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified

time limits shall permit the aggrieved teacher to proceed to the next step, except at the Board level. The Board must give its decision within fifteen (15) work days. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3-2.2 It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3-3 PROCEDURE

3-3.1 Any teacher who has a grievance shall state this is a grievance when first discussing it with his/her principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level.

3-3.2 If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) work days, he/she shall set forth his/her grievance in writing to the principal specifying: (a) the nature of the grievance and the article of agreement allegedly violated; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) his/her dissatisfaction with decisions previously rendered; (e) the remedy sought. The principal shall communicate his/her decision to the teacher in writing within five (5) work days of receipt of the written grievance.

3-3.3 The teacher, no later than five (5) work days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal, as specified above, and the teacher's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the teacher to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his/her decision in writing to the teacher and the principal.

3-3.4 If the grievance is not resolved to the teacher's satisfaction, he/she, no later than five (5) work days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the teacher and render a decision in writing within twenty (20) work days of receipt of the grievance by the Board or of the hearing with the teacher, whichever comes later.

3-3.5 If the decision of the Board does not resolve the grievance to the satisfaction of the teacher grievant, and he/she wishes review by a third party, he/she shall so notify the Association within ten (10) work days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the Board through the Superintendent within fourteen (14) work days of receipt of the Board's decision. Either party will then initiate a request for arbitration under the procedure set forth herein within fourteen (14) work days of the Association's decision.

3-4 GRIEVANCE ARBITRATION PROCEDURES

3-4.1 No matter shall be considered a proper subject for arbitration or be subject to the arbitration provision set forth herein, if it pertains to (a) any matter for which a specific method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board

pertaining to its internal organization or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone or (e) a complaint of a teacher not on a continuing contract which arises by reason of his/her not being reemployed or (f) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which a continuing contract is either not possible or not required.

3-4.2 An arbitrator mutually agreeable to the parties shall be selected from a list provided by the Public Employee Labor Relations Board or provided by each party. If after ten (10) calendar days from receipt of this list the parties are unable to reach agreement on the appointment of an arbitrator, an arbitrator shall be selected utilizing the services of the American Arbitration Association.

3-4.3 The arbitrator shall be limited to the issues as submitted at the School Board level, and shall consider nothing else. He/she may add nothing to nor subtract anything from the Agreement between the parties. The findings of the arbitrator shall be final and binding. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

3-5 RIGHTS OF TEACHERS TO REPRESENTATION

3-5.1 The aggrieved person may be represented at all stages of the grievance procedure, at his/her option, by himself/herself, or by his/her representative, or by a representative selected by the Association.

3-5.2 When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or any higher level, be notified by the Superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all grievance sessions at the stage described in 3-3.2 and beyond held concerning such grievance and shall receive a copy of all decisions rendered.

3-5.3 The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance.

3-6 COSTS

3-6.1 The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the parties.

3-7 MISCELLANEOUS

3-7.1 If, in the judgment of either party, a particular grievance shall affect a group of teachers, the Association may join in the processing of the grievance and become a party thereto at the stage described in 3-3.2 and beyond.

3-7.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3-7.3 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV
PEACEFUL RESOLUTION OF DIFFERENCES

4-1 In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the term of this Agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform any professional assignment on the part of any teacher(s) represented hereunder, nor shall the Association or its members take part in or condone sanctions against the Board or the District.

4-2 The Board shall not engage in or sponsor any lockouts.

ARTICLE V
TEACHER EVALUATION

5-1 The evaluation of teachers shall be conducted in accordance with the Professional Evaluation System mutually developed by the Association and Board, adopted by the Board on 10/23/00, and adopted by the Association on 11/3/00.

5-2 The Professional Evaluation System may be modified at any time by a committee established for such a purpose and including an equal number of both CEA and management. Such modifications are effective when ratified by a vote of the Association membership and adopted formally by the Board.

5-3 Any evaluation that does not adhere to the procedures set forth in the Professional Evaluation System shall be subject to the grievance procedure with such being the issue. The judgment exercised in the evaluation, if based on accurate information, is not grievable.

5-4 Team leaders, department heads and mentors, while fully willing to assist teachers, will not be held responsible for evaluating them.

5-5 The number of days absent (school business days only) will appear at the end of the Annual Evaluation Form.

5-6 Non-probationary teachers rated proficient or higher on the CATE may, at the discretion of the supervisor, be evaluated on a two year cycle. Teachers must be notified by October 15th of the school year in which they are going to be evaluated.

ARTICLE VI
PERSONNEL FILE

6-1 Upon written request, each teacher shall have the right to review, at a time mutually convenient, the contents of his/her file in the central office, excepting, however, any confidential references. At the teacher's request, a witness of his/her choice may accompany the teacher in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files. The teacher may use the copy machine in the business office and pay $0.25 per copy of such contents and records as concerns his/her work or himself/herself.

6-2 While the School Board recognizes its obligation to be available to the public at all times, it also believes that individual complaints can usually be resolved most effectively by the parties directly concerned. The Board, therefore, will not ordinarily hear complaints from parents and/or members of

the public until such complaints have been raised first with the teacher, and if not resolved successfully, with the department head (where applicable), principal, and superintendent, and receive such complaint in writing. It is understood that parents, members of the public, and teachers may request a third party to be present during any discussion of a complaint. If this provision causes any undue hardship, parents or community members may place any complaint in writing, and after presentation to the teacher and the Board, may address the Board in Executive Session. The teacher will be given the full right of reply in Executive Session which, depending on the case, can be simultaneous with the complainant's session or follow it immediately.

6-3 A teacher shall have the right to answer in writing any complaints filed in his/her personnel file and the answers shall be attached to the complaint and reviewed by the Superintendent of Schools or his/her designated representative. Any unsubstantiated complaints shall not be placed or noted in a personnel file.

ARTICLE VII
ASSIGNMENT OF PROFESSIONAL PERSONNEL

7-1 The Board will assign personnel on the basis of their qualifications, the needs of the district, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first in accordance with the needs of the district, second where the administration feels the teacher is most qualified to serve, third as to expressed preference of teachers. Under no circumstances will a professional teacher be assigned to a position for which he/she is not qualified and certifiable by the State Department of Education Bureau of Certification for Educational Personnel.

7-2 REDUCTION IN FORCE

7-2.1 The School Board has the right to decrease the number of members of the bargaining unit because of a decrease in enrollment or the discontinuation or reduction of a program. The performance history of teachers, as recorded by the District's performance evaluation procedure, will be used in making decisions regarding which teachers will be laid-off within a teaching classification. To determine performance, the District will use the last 3 years of evaluations, or less if a teacher has not been employed for that length of time. Seniority will be defined as most years of experience (as per date of hire) in the District within the certification and service area. Reductions in staff will be made first from the group of teachers determined to be unsatisfactory by the professional evaluation System with teachers having the most seniority going last. If further reductions are needed, they will be made from the group of teachers determined to be basic by the professional evaluation system with teachers having the most seniority going last. If further reductions are needed, they will be made from the group of teachers determined to be proficient or distinguished by the professional evaluation system with teachers having the most seniority going last.

7-2.2 For the purpose of this article, the following teaching classifications shall be considered: K-6, 7-12 in certification area and service in the District in that certification area.

7-2.3 During a three year period after a lay-off due to a reduction in force, such members of the bargaining unit who were evaluated Proficient or Distinguished in his/her last year with the District in order of greatest seniority shall be renominated and elected. The recalled individual will have 2 weeks from date of notification to notify the District that they will return. Such renomination shall not result in the loss of credit for prior years of service, and all years of service shall be considered consecutive. Teachers unemployed under this clause shall be given preference on substitute lists in the district. Any bargaining

unit member to be laid off will be given notice of the reduction in force on or before April 15th of the year prior to the reduction taking effect.

7-2.4 An updated seniority list shall be provided to the President of the Association at the beginning of each school year.

ARTICLE VIII
TIME REQUIREMENTS

8-1 Each teacher has a professional responsibility to provide the best possible quality instruction to the students. This responsibility extends beyond the classroom and the school day and includes being available to: (a) students and parents for assistance and conferences; (b) for attendance at department and other staff meetings designed to provide meaningful professional growth or to clarify school business in general; and (c) to participate in other school related activities at the request of the administration.

8-2 (A) Except for faculty or professional meetings, the duty day for teachers shall be a maximum of seven and one-half hours (7:30) consecutively, provided that this shall not apply to those employees contracting for less than full time duty. Teachers will normally be on duty 10 minutes before and 20 minutes after school except that the duty day may be adjusted as appropriate by the principal so long as it does not exceed the maximum. *These time periods before and after school shall not be included when calculating duty free preparation time for elementary school teachers.*

(1) Modification of the contract shall include: Kennett High School teachers shall begin their workday up to thirty (30) minutes before the start of the student day (in no event shall the day begin before 7:00 a.m.) one day a week in order to institute the Professional Learning Community model. There will be no change in the length of the current duty day (7.5 hours).

(B) The work day for employees assigned to a school during pre-school, post-school, and non-student attendance days shall be set by the principal but will not exceed 7 ½ consecutive hours and not start before 7:00 a.m., including 1/2 hour work-free lunch unless otherwise adjusted within this maximum by the principal.

(C) Leaving the Building - At times when an employee does not have scheduled instructional responsibilities, conferences, or other assigned duties, the employee may, upon approval of the principal, their department head or immediate supervisor, leave the building for personal reasons. Such approval by the principal, department head or immediate supervisor shall be equitably applied. Any employee who is away from the building under this provision shall not be considered to be carrying out the responsibilities of his/her position, and the Board shall not be liable for injury to the employee or damage to the employee's property.

8-3 (A) Faculty Meetings - In addition to the regular work day, employees, upon request of the administration, shall be required to spend time before or after a regular workday without additional compensation or compensatory time for the purpose of attending faculty, staff development, school self-study, and principal approved department meetings for an average of three days per month. Faculty meetings shall be consecutive with the regular work day. Employees shall not be required to remain longer than 60 minutes beyond the regular student day for such meetings.

(1) Modification of the contract shall include: Kennett High School employees, upon request of the administration, shall be required to spend time before or after a regular workday without additional compensation or compensatory time for the purpose of attending faculty, staff development, school self-study, and principal approved department meetings for an average of one day per month.

(B) Meetings Prior to Holidays - Meetings prior to holidays will not be scheduled unless an emergency exists or it is in the best interests of the school to do so. Required meetings will not be scheduled on a day which does not require employee attendance.

(C) Notice of Meetings - The notice of any meeting shall be given to the employees at least two days prior to the meeting except in extenuating circumstances.

8-4 Any increase in the student day that would require an increase in the employee's work day will cause this contract to be reopened in regard to salaries.

ARTICLE IX
TEACHER WORK YEAR

9-1.1 The teachers' work year will be no more than the equivalent of 187 days. One (1) of the seven (7) teacher workshop days will be broken into two (2) 3-hour professional development times to be scheduled at the end of a regularly scheduled student day and/or teacher workshop day. After the SAU #9 calendar has been established for the following year, the Superintendent and the CEA President (or their assigned representative) will schedule the two (2) after school work sessions. Students will be scheduled for 180 days. The first day for teachers will not occur prior to the Monday before Labor Day.

There shall be either 2 or 3 workshop days prior to students beginning school. During those workshop days there will be at least 3 hours (contiguous – not including lunch) scheduled for only in-class preparation.

The Wednesday before Thanksgiving will be scheduled as a non-work day for both teachers and students. Under normal circumstances, the final work day (187^{th}) will occur on the first regular work day immediately following the last student attendance day. There will be only one (1) workshop day following the last student attendance day.

9-1.2 Any teacher required to work additional time or days beyond the teacher's contract work year shall be compensated for any approved additional days at the daily rate of the individual's contract salary for that year.

9-2 The number of pupil days school shall be in session shall occur between September 1 and June 30 the year following, inclusive. The School Board shall solicit the opinion of the Conway Education Association, through its president, for the formulation of the school calendar and for the rescheduling of any postponed days.

9-3 New teachers should have an opportunity for an orientation that would include information about benefits, responsibilities, and procedures.

ARTICLE X
PROFESSIONAL LEAVE AND ABSENCES

10-1 The School Board agrees to pay reasonable expenses incurred for educational conferences or for the trips involving school business which can include in part or whole, where applicable, mileage reimbursement at the State level when teachers are requested to use their own vehicles for such activities, food and hotel room not to exceed $50 per diem, highway, parking fees, and bridge tolls. Applications for such activities and expenses must be submitted in advance to the Superintendent of Schools for his/her action concerning approval or disapproval. Any teacher wishing such reimbursement must complete a travel expense voucher and file it with the Superintendent of Schools within fifteen (15) calendar days of his/her return from the trip. No loss of pay will result from the granting of this approved activity.

ARTICLE XI
HUMAN SERVICE LEAVE

11-1 The School Board may grant two (2) year leaves of absence without pay or other benefits to teachers wishing to work with the Peace Corps or similar organizations.

11-2 Requests for such leave must be made by March 1 of the academic year preceding the year for which such leave is requested. The application must be made in writing to the Superintendent of Schools, who will recommend to the School Board the action which he/she feels would best further the interests of the educational program of the School District.

11-3 Such requests will be considered in the context of the overall educational program of the School District.

11-4 The teacher, during the first year of employment after the leave, would receive the performance increase earned before the leave.

11.5 Upon returning to service, the teacher shall be assigned to the same duties, or those of a similar nature, as determined by the School Board, as were performed prior to the beginning of the absence.

ARTICLE XII
LEAVE OF ABSENCE

The School Board believes the best interest of the school will be served if staff members are encouraged to undertake graduate study, relevant and pertinent travel, exchange teacher programs, and/or relevant and pertinent work experience.

12-1 Leave may be granted to a teacher after each five years of service to the School District. Teachers will be granted leave on the basis of the merit and potential benefit to the District, current needs of the District, date of submission, and seniority.

12-2 The purposes of this leave may be additional relevant and pertinent academic graduate study at an accredited institution of higher learning, for the opportunity to participate in a teacher exchange program, for approved pertinent and relevant travel, for pertinent and relative work experience, for health purposes, or personal reasons.

12-3 Upon returning to service, the teacher shall be assigned to the same duties, or those of a similar nature, as determined by the School Board, as were performed prior to the beginning of the absence.

12-4 The School Board reserves the right to limit the number of persons on leave and, in a given year, may not grant any requests.

12-5 Written application must be made to the Superintendent of Schools no later than March 1 of the academic year prior to the academic year in which the leave will be taken. Before a leave is granted, approval of the application is required by the Superintendent of Schools and the School Board.

12-6 The teacher may opt to stay on the medical plan at the cost of the teacher.

12-7 The teacher must remain in the District at least two (2) years after the leave has ended. In the event the teacher chooses to leave before that time, the teacher will be required to reimburse the District for the salary received during the leave and the cost of benefits paid by the District.

ARTICLE XIII
PERSONAL LEAVE

13-1 Three (3) days paid personal leave is allowed each year for all full-time employees. Such leave allocations will be prorated for bargaining unit members who work more or less than the full contracted year. Personal leave shall not be cumulative.

13-2 Except in extenuating circumstances, employees shall give notice of personal leave 48 hours in advance.

13-3 Personal leave requests immediately before or after a holiday (vacation breaks, long weekend, state and federal required school closing) shall be considered only under extenuating circumstances and shall require the approval of the Superintendent on an individual basis. Appropriate documentation may be required.

13-4 Personal leave requests after May 31st shall be granted only under extenuating circumstances, to be determined by the Superintendent. The reasons listed below are examples of extenuating circumstances but are not to be considered an all-inclusive list. Appropriate documentation may be required.

- graduation or promotion (immediate family)
- weddings
- legal matters
- college orientation
- family emergency (immediate family)

ARTICLE XIV
LEGAL

14-1 If it is necessary for any teacher of the School District to serve as a juror or as a witness, the teacher shall be reimbursed the difference between his/her regular pay and jury pay.

14-2 In case of a required appearance in a court of law involving no moral turpitude on the part of the teacher, he/she shall be reimbursed his/her pay, and the day or days shall not be deducted from sick leave.

ARTICLE XV
ILLNESS

15-1 All teachers employed on a ten month basis shall be entitled to thirteen (13) days sick leave per year with full pay. Unused sick leave shall be accumulative from year to year up to a maximum of one hundred and fifty (150) days. Up to thirty (30) days per immediate family member per school year of sick leave may be used to attend to an ill family member. The definition of the immediate family for the purposes of this policy shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If, in the opinion of the supervising principal, a relationship exists similar to that of the family relationship, this leave may be granted.

15-2 After a teacher has accumulated the maximum number of sick days, teachers will be paid $20.00 for each unused day past the maximum at the end of the school year.

15-3 A stipend of three hundred dollars ($300) shall be paid at the end of the school year to any full-time bargaining unit member who has used no sick leave and personal leave during that year.

15-4 Previously accumulated unused leave days will be restored to all teachers returning from a Board approved leave of absence.

15-5 All salaried teachers shall be given annual sick leave on the above basis, with proportionate amounts of leave granted to those who work less/more than a 10 month year, or those who work less than full time.

15-6 A certificate from a physician, certifying that the illness was incapacitating, may be required for all absences of five or more consecutive days resulting from illness. However, if the Superintendent of Schools has reason to believe the use of sick leave has not been used for a bonafide illness, he/she may investigate the alleged abuse.

15-7 The Conway School Board agrees to provide forty-five (45) days per year with full pay to be used collectively by teachers in the event of a disabling illness. In order for a teacher to qualify for the use of these days, the teacher must have exhausted all of his/her accumulated sick leave and must produce medical verification of disability. These days shall not accumulate from year to year and shall not be replenished within the contract year.

The Disabling Illness Leave Bank shall be administered by a committee composed of three (3) members of the Association appointed by the President of the Association. This committee shall hereinafter be called the Disabling Illness Leave Bank Administrative Committee (Administrative Committee). The Administrative Committee will promptly notify the office of the Superintendent, in writing, of any benefits duly approved by the Administrative Committee, and such approved days will be posted to and deducted from the total accrued days available in the Disabling Illness Leave Bank.

ARTICLE XVI
CHILD CARE LEAVE

16-1 Child care leave up to two years shall be granted to any employee parent of a child, born or adopted, upon application to the Superintendent of Schools. Such leave may be terminated by the Board prior to its expiration upon written request of the teacher. At the expiration of the leave, the teacher is expected to return to duty or submit a letter of resignation. Upon returning to service, the teacher shall be assigned to the same duties, or similar duties, as were performed prior to the beginning of the leave. Upon returning from leave, the teacher's salary will be at least the same as when he/she took the leave

plus any performance pay to which he/she is entitled (see 11-4). If the employee has worked at least 94 days of the school year, advancement in salary will be in accordance with their rating on the CATE.

16-2 For nonprobationary teachers, any contribution toward medical benefits which the district pays would be continued for the first year of the leave. After, the teacher may opt to stay on the medical plan at the cost of the teacher. The teacher must return to the District for at least one (1) year following the leave. In the event the teacher leaves the District before that time, they will be required to reimburse the District for the District's contribution to medical and dental benefits. Probationary teachers may opt to stay on the medical plan at the teacher's expense.

ARTICLE XVII
MILITARY LEAVE

17-1 Any regular teacher who is a duly qualified member of the Reserve components of the Armed Forces will receive, in addition to his/her normal vacation, a leave of absence with pay, minus the salary of a substitute teacher, not to exceed fifteen consecutive calendar days in any one calendar year, in order to receive military training with the Armed Forces of the United States under the following conditions.

17-2 He/she shall give evidence defining the date of departure and date of return for purposes of military training thirty days prior to the date of departure.

17-3 He/shall give evidence of satisfactory completion of such training immediately upon his/her return.

17-4 In time of war, or state of national emergency, any full-time regular contract teacher ordered to active duty in the Armed Services of the United States, including overseas service of the Red Cross, shall, upon application, be granted a specific leave of absence.

17-5 This leave shall continue for the duration of the period of actual military service, and for thirty (30) days immediately following discharge of the teacher. Additional time may be granted upon Board approval.

17-6 Within thirty (30) days following discharge, each person desiring reinstatement shall so notify the Board and shall furnish evidence of physical fitness and mental competence for the type of work in which he/she was engaged at the time leave was granted, or such other work as may be available.

17-7 Reinstatement of such teacher shall be made within thirty (30) days after receipt of the notice that the teacher desires to be reinstated.

17-8 A probationary teacher returning to the employment of the public schools from military service shall be regarded as retaining the period of probationary service achieved prior to his/her entry into military service, but none of the time spent in the military shall count toward continuing contract rights.

17-9 All teachers on military leave shall be given the benefit of any increments and benefits which would have been credited to them had they remained in active service with the public schools.

17-10 The Board reserves the right to extend a leave to those remaining in military service beyond the compulsory service period.

ARTICLE XVIII
DEATH IN THE IMMEDIATE FAMILY

18-1 Bereavement Leave - A maximum of five (5) days will be granted each teacher for each death in the immediate family. These days, if used, shall not be deducted from sick leave. The definition of the immediate family for the purposes of this policy shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If in the opinion of the supervising principal a relationship exists similar to that of the family relationship, this leave may be granted.

ARTICLE XIX
DUES DEDUCTION

19-1 The Board agrees to deduct from the salaries of its teacher dues for the Conway Education Association, the New Hampshire Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Conway Education Association. Teachers requesting dues deduction shall do so in the form set forth in Appendix E-1 of this Agreement or by the vehicle provided by NHEA.

ARTICLE XX
COURSE REIMBURSEMENT

20-1 The District shall reimburse teachers an amount not to exceed the current credit hour cost of the University of New Hampshire and in no instance more than the actual cost involved up to the maximum of six (6) credit hours in any one school year. The credits shall be approved if they are relative to education as determined by the Principal and the Superintendent of Schools to the position held by the teacher. Teachers earning credit during the summer shall be reimbursed in September only if they continue in the employ of the district, and provided that evidence of passing grades of at least a B- or an 80 on a 100 point scale, or pass in a pass/fail option course, has reached the School Board by September 15. After September 15, payment will be made within thirty (30) days of receipt of such evidence. Teachers earning credit during the fall and the spring shall be reimbursed within forty-five (45) days of submission of evidence of passing grades in the credits to the Superintendent. The teacher will be required to stay in the district for two (2) years or reimburse the district for the cost.

The Board will establish a budgeted amount of $50,000 for course reimbursement. If the requests exceed the budgeted amount, the Superintendent shall determine whether the requests should be pro-rated, or whether funds are available from another function. In order to ensure the funds are distributed equally, the leadership of the CEA and the Superintendent's office agreed on the following:

- The first reimbursement payment of 50% of the current credit hour cost of the University of New Hampshire, and in no instance more than 50% of the actual cost involved up to the maximum of six (6) credit hours in any one school year, shall be paid in accordance with Article 20-1 of the CEA contract.

- The second payment will be made on a cents per dollar basis, based on the funds remaining for course reimbursement. It is anticipated that these reimbursements will be made in June after the appropriate amounts have been determined.

Any teacher whose performance has been determined to be unsatisfactory is not eligible for course reimbursement unless the course has been designated by the principal as part of a specific improvement plan.

20-2 The budget presented to the voters of the district will provide funds for professional development beyond course work. The building principal shall distribute and approve funds.

ARTICLE XXI
TAX SHELTERED ANNUITIES

21-1 The purchase of tax sheltered annuities is possible for all teachers. Each participant authorizes the school district to withhold the premiums for the annuity from his/her salary.

ARTICLE XXII
CREDIT UNION

22-1 Teachers electing payroll deductions for credit union shall notify the business office on the form provided for the necessary payroll authorization. The business office will transmit credit union deductions monthly to the authorized credit union.

ARTICLE XXIII
HEALTH BENEFITS

23-1.1 The Board will provide health insurance for each teacher who works at least half-time on a prorated basis.

Teachers hired prior to June 30, 2014 who presently receive the full benefit will continue to receive the full benefit.

Teachers hired on July 1, 2014 and after will be subject to a reduction in the health benefit that the district pays equivalent to the FTE status.

Insurance will be provided through Harvard Pilgrim or another health insurance company mutually agreed upon by the CEA and CSB. Eligible employees may select the designated company's program that best meets their needs. The Board will pay 80% of the premium cost of the $500.00 Deductable HMO Low $15 Co-pay Rx $0-$30-$50 Plan. The employee will be responsible for the remainder of the premium cost. The District will continue to offer a Point of Service and Indemnity Plan. If an employee chooses the POS or Indemnity Plan, they will be responsible for any cost above the District's share of the $500.00 Deductable HMO Low $15 Co-pay Rx $0-$30-$50 Plan. The plans will include a prescription drug plan of $0-$30-$50.

The District shall provide an Internal Revenue Code Section 125 Plan for medical expenses effective July 1, 2011. Under the Section 125 Medical Reimbursement Account (MRA), the District will provide reimbursement according to the schedule below for eligible Flexible Spending Account (FSA) expenses to all eligible individual employees and the employee's eligible dependents, for the HMO Plan only. The District reserves the right to contract with a third-party administrator for the processing and reimbursement of these allowed expenses.

- Employee Only: up to $500 per contract year
- Employee plus one: up to $1,000 per contract year
- Employee plus two or more: up to $1,500 per contract year

In addition, the Board will create a $2,000 deductible insurance pool for the purpose of reimbursing any unit member, and/or their eligible dependent, who experiences more than one (1) deductable in a collective bargaining year. Such reimbursement will require documentation of the additional $500 deductable and will be made on a prorated basis should all $2,000 be used (administered as per the attached Appendix H).

23-1.2 A committee of 6 members, 3 from the CEA and 3 appointed by the Conway School Board, will meet periodically during the life of this contract to review health insurance options.

23-1.3 The Board agrees to establish, in accordance with I.R.S. regulations, a section 125 "Salary Reduction Account" to provide for the pre-tax payment, through payroll deduction, of the teachers' share of health insurance premiums as referenced in section 23-1.1.

23-1.4 The Board may, only with the consent and agreement of the Conway Education Association, obtain such insurance from a different carrier provided the benefits are equivalent to those benefits provided in section 23-1.1

23-2.1 The Board will provide an insurance waiver payment of 50% of the Board's share of a single premium for an HMO plan to any employee who certifies health insurance coverage through a spouse or other legitimate source outside of the school district, and thus waives coverage by the Board. For married couples working for the Board, one member would be eligible for this waiver. Those employees accepting an insurance waiver during their final year prior to retirement are not eligible for health insurance coverage through the School Board upon retirement, if required by the insurer. Such waiver payment will be included in the regular payroll.

23-3 Delta Dental Plan - The Board agrees to pay 95% of the premium cost of a single membership for each teacher for the following coverage: Coverage A - 100%, no deductible; Coverage B - 95%, no deductible; Coverage C - 50%, no deductible, with a contract year maximum of $1,000.00. The Board agrees to fund the family plan for all teachers who opt to become members, effective January 1, 1989. The employee will be responsible for the remaining 5% of the premium cost.

23-4 In the event a unit member signs a contract to return for the next year and resigns prior to September 15, the unit member will be required to reimburse the district for the full amount of the health and dental benefits paid by the district for the months of July, August and September for the unit member's health and dental insurance.

23-5 The School District shall establish, as provided by Internal Revenue Service Regulations, a Section 125 account to provide pre-tax payment of all qualified expenses.

ARTICLE XXIV
LIFE INSURANCE

24-1 The School Board will pay the premium for each teacher for a group Term Life and Accidental Death and Dismemberment Insurance Policy ($35,000 life insurance/$35,000 accidental death and dismemberment). The selection of this Group Term Life and Accidental Death and Dismemberment Policy will be at the sole discretion of the Conway School Board.

ARTICLE XXV
TEACHER CONTRACT AND RESIGNATIONS

25-1 Teachers who are part of the unit defined shall honor the conditions set forth in the Conway School District's annual teacher contract, a copy of which is attached as Appendix C. Every teacher under renewal in the district will receive a teacher's contract within 60 days of ratification by the legislative body at the school district meeting.

25-2 In the case of a retirement effective on the closing day of school of the contract year and that complies with the conditions set forth in the Conway School District's Annual Teacher Contract, the Delta Dental and health benefits shall extend to August 31 of the year the employment ends. In the case of a nonrenewal or a resignation effective on the closing day of school of the contract year and that complies with the conditions set forth in the Conway School District's Annual Teacher Contract, the teacher may remain a member of the Delta Dental and/or health group plans through August 31 of the year the employment ends by paying the group rates through the Conway School District.

ARTICLE XXVI
SALARIES

26-1 The salary schedule for all certified professional employees employed by the District as covered by this Agreement is set forth in Appendix B. For the 2016-17 year, no new hire with the same experience and educational level will be paid more than a current staff member. The attached salary schedule shall be in place effective July 1, 2016 through June 30, 2017.

26-2 In the event a new collective bargaining agreement is not in place by July 1, 2017 the parties agree that any increases over the 2016-17 levels will only occur through further negotiations. Should negotiations fail, the status quo salary levels for the 2017-18 contract year shall be held at the 2016-17 levels with the exception of track changes, which will be advanced in accordance with the language of the agreement.

26-3 To be eligible for an increase, teachers must have been employed in a regular position for at least 94 days prior to the effective date of increase.

26-4 Nurses who are licensed by the State of New Hampshire and employed as "school nurse/teachers" will be placed on the same salary schedule as all other professional staff members. "School nurse/teachers" who do not have a Bachelor's Degree will have their salary based on the non-degree schedule.

26-5 Effective July 1, 2016, those teachers who were off of the salary schedule during the 2015-16 school year, or moving off for 2016-17, will continue to receive longevity payments.

4-7 Years = $300
8-14 Years = $550
15-19 Years = $1,100
20-24 Years = $2,000
25 Years Plus = $2,800
30 Years = $500 in the year of the teacher's retirement

Anyone who is on the salary schedule during the 2016-17 school year and new hires will not receive longevity.

26-6 Teaching experience within the school district shall be evaluated at full credit. Teaching experience

outside the school district shall be granted at full credit for experience through a maximum of ten years. However, when securing teachers where work experience is required for the position or certification, initial placement on the salary schedule shall include teaching experience as required and whatever work experience beyond that which is needed for the position or certification. Teaching experience greater than the maximum of ten (10) years can be recognized by the School Board upon the recommendation of the Superintendent of Schools. The Superintendent of Schools will inform the CEA President of the situation before making a recommendation to the School Board.

26-7 Once teachers are on schedule, they will remain in the same track until they qualify for another track. When they qualify for another track they proceed to the next track. If teachers expect to qualify for another track for the coming school year, they must notify the Superintendent by **November 1** of the year preceding that in which the qualification will occur. In September of each year, teachers with the appropriate number of credits for a track change will proceed to the appropriate track effective the beginning of that school year provided that the teachers affected submit proof of credits earned or the equivalent to the Superintendent of Schools by October 1 of the school year in which the track change is effective. During the remainder of the school year, one (1) additional salary track change shall be allowed and will become effective as of **February 1** of that school year, provided the teacher submits proof of credits earned or the equivalent to the Superintendent of Schools by February 1 of said school year. **Mid year track changes are pro-rated to the effective date**. To qualify for any of the "Bachelor plus" tracks, the credits beyond a Bachelor's degree must be in the teaching field or subject matter area. To qualify for the Master's track, a Master's degree must be in the teaching field or subject matter area. To qualify for the Master's plus thirty track, thirty (30) credits must be in the teaching field or subject matter area. To qualify for the Master's plus sixty, 60 credits must be in the teaching field or subject matter area. All courses in these tracks must have prior approval of the Superintendent of Schools. No teacher on a Master's track as of September 1, 1977, shall be removed from the track because of the above language, nor will anyone enrolled in an educational program as of December 1, 1977, be prevented from achieving placement on the Master's track that they would have achieved upon completion of the program if the above language hadn't been adopted. Placement other than that mentioned in the previous exception will be determined by the above language.

26-8 A course grade higher than B- or 80 on a 100 point scale, or pass in a pass/fail option course, will be considered when granting credits toward a track change.

26-9 All teaching positions, including those that are subsidized by Federal Funds, will be hired and compensated in the same manner as classroom teachers.

26-10 Teachers recommended by the building administrator shall be appointed by the School Board to work during vacation periods or during the summer when school is not in regular session shall be compensated at: their per diem rate pro-rated to hours assigned if employed to teach or perform duties similar to those assigned for a majority of their time during the regular year; $24.00 per hour if appointed to participate in curriculum development, revision or related committee work such as required IEP related meetings.

26-11 Teachers have the option of receiving their salaries in either 22 or 26 biweekly installments. The teacher shall notify the Superintendent of his/her preference by the opening of the school year. If no notice is received by that date, the teacher will be paid in the same installments as the previous year, or in the case of newly employed teachers, in 26 installments.

26-12 The Board shall make a good faith effort to obtain ratification of this agreement.

26-13 Effective July 1, 2015, the following compensation plan will be instituted for all coaches listed in Appendix D (Co-curricular Activities Schedule).

Bracket 1 - $3,975
Bracket 2 - $3,350
Bracket 3 - $2,750
Bracket 4 - $2,340
Bracket 5 - $1,925
Bracket 6 - $1,075

Any individual presently serving in a position and returning to that position for the 2016-17 year will receive a 3% or Social Security COLA increase in compensation, whichever is less.

26-14 Co-curricular activities and positions are established and placed in brackets through school board policy as shown in Appendix D. However, decisions regarding establishment and placement must be recommended to the board by a co-curricular committee to include a board member, CEA representative, the superintendent or designee, a principal, high school athletic director, and three co-curricular representatives, one of which is to be an athletic coach and one a club or activity sponsor.

The co-curricular committee will meet at least once annually between March 1 and May 15 to address any appropriate proposals. The superintendent shall be responsible for setting the date of the annual meeting and will provide notification to committee members. Any recommendations from this committee should be made by May 31.

26-15 Effective July 1, 2015, Team Leaders who teach a regular teaching load will receive a 3% increase or Social Security COLA increase in compensation, whichever is less, over the 2014-15 stipend. Department Heads will receive a stipend of $3,000 and will be provided with 30 to 80 minutes of supervision time (depending on teaching assignment) and 80 minutes of preparation time. Any Department Head presently serving in a position and returning to that position for the 2015-16 year will receive a 3% or Social Security COLA increase in compensation, whichever is less.

Department Heads will be available to teach up to 5 out of 8 blocks per black/white cycle. Should the Principal choose to assign the Department Head to a 5th teaching block, the Principal must notify the Department Head no later than June 1st. If the Department Head is appointed after June 1st, the Principal must notify the Department Head of the extra teaching load at the time of the appointment.

26-16 Teachers who agree to volunteer to cover a class and/or period when a substitute is not available, will receive $24.00 for a full 80 minute block and $16.00 for a block less than 80 minutes.

26-17 Outstanding Student Loan Repayment - The District shall pay directly to the lender $1,000 per year to reduce the principal of any teacher who has an outstanding student loan for their education; payment to be made at the end of September of the next teaching year. In order to receive this payment, the teacher must be employed by the District for the following school year. These payments can last for a period of 5 years ($5,000) or until the loan has been paid off, whichever comes first. This benefit applies to teachers hired July 1, 2015 or after.

ARTICLE XXVII
RIGHTS OF THE PARTIES

27-1 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct teachers of the school district; (b) to hire, promote, assign, and retain teachers in positions with the school district, and, with just cause, to demote, suspend, discharge, or take other disciplinary action against teachers, except that the just cause provision shall not apply to nonrenewal of teachers not on continuing contract as defined by contract; (c) to relieve teachers from duties because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions which may be necessary to carry out the mission of the school district in situations of emergency.

27-2 There shall be no reprisals by either the Board or the Association against any teacher by reason of his/her membership or lack of membership in the Association or participation or reprisals be taken against a teacher as a result of his/her participation in the grievance or arbitration procedure provided by this Agreement.

27-3 The Board agrees to make available to the Association one copy of the minutes of Board meetings.

27-4 Those members of the bargaining unit so designated by the Association shall be permitted to place notices, circulars, and other materials in the teachers' mailboxes after first submitting a copy of such material to the principal for his/her information and approval.

27-5 For so long as the Association legally represents, for the purposes of collective negotiations, the members of the bargaining unit, the Board agrees not to negotiate salaries and direct economic benefits with any teachers' group other than the Association. (Provided, however, that this shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities.)

27-6 The Board agrees to provide copies of this Agreement to all teachers employed in the District.

27-7 The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

ARTICLE XXVIII
EMPLOYMENT

28-1 EQUAL OPPORTUNITY EMPLOYMENT

28-1.1 It shall be the policy of the School Board to recruit and select for employment the best qualified applicant for each position without regard to race, color, creed, sexual orientation, or national origin; nor shall any person be denied employment solely because of age, sex, handicap, or marital status. Age shall be considered only with respect to minimums set by law and retirement as specified by the State or policies of the Board.

28-2 STAFF PROTECTION

28-2.1 The school district will be vigorous in its protection of all teachers from physical abuse. Any teacher who is threatened with harm is to notify his/her principal or supervisor immediately, and steps are to be taken at once to protect the teacher's safety. Further, the school district shall protect its teachers through a comprehensive liability insurance program, and the school district shall hold harmless and defend any

district teacher from claims for damages caused or alleged to have been caused in whole or in part by that teacher while performing assigned duties as a teacher of the district under the provisions of the district's liability policy, whether or not that person is employed by the district at the time the claim is made, provided that the district shall not be obligated to assume any costs or judgment held against the teacher when such damages are proved to be due to the teacher's willful negligence, violation of law, or criminal act as determined by a court of law.

28-3 PROMOTION

28-3.1 When administrative positions become vacant, the School Board and the Superintendent of Schools will give careful consideration to members of the staff who might be qualified for the position. The Superintendent shall see that vacancies are announced to the staff and that job qualifications accompany the announcement.

28-4 RESIGNATION

28-4.1 Any teacher wishing to resign shall give 30 calendar days written notice to the Chairperson of the School Board and the Superintendent. Any teacher not providing a 30 day notice of resignation shall have the sum of $200 deducted from their final pay or pay the district the sum of $200.

28-4.2 Any teacher who resigns after July 20 may be required to teach in the next academic year until the Superintendent of Schools can find a qualified replacement.

28-5 WORK LOAD

28-5.1 No middle school or high school teacher shall have more than four (4) preparations per day or teach more than 275 minutes per day. All teachers may be asked to have more than four (4) preparations per day, but it is not required. Any teacher's workload is dependent to a great extent on the size of the class and the subject matter.

28-5.2 During each school day, each teacher shall have a 25 minute duty free lunch period.

28-5.3 Each teacher at the elementary school level shall have two hundred and fifty (250) minutes per week of duty free preparation time, such time to be during the school day.

28-5.4 Each teacher at the middle school shall have two hundred (200) minutes per week of duty free preparation time and two hundred (200) minutes per week dedicated to team planning and conferences, such time to be during the school day.

28-5.5 Each teacher at the senior high school shall have three hundred and fifty (350) minutes per week (minimum of 54 continuous minutes) of duty free preparation time, such time to be during the school day. Passing time shall not be considered prep time.

28-6 CONTROVERSIAL ISSUES

28-6.1 American academic tradition stresses the free contest of ideas as a vital element both in the development of curriculum and in classroom teaching. Training in reflective and responsive thinking, though incorporated in course offerings at all grade levels, is the special responsibility of the social studies. This training is impossible, or at least severely hampered, if the community does not respect the principles of freedom and recognize that dissent does not necessarily mean disloyalty.

However, one form of dissent which is absolutely incompatible with freedom is that which attempts to end freedom. Irrational fears do just this, and thereby may block the school in its effort to handle controversial issues in an atmosphere of freedom and thoroughness.

28-6.2 It is the responsibility of the schools to make a provision for the study of controversial issues. (a) The policy on controversial issues should be defined in terms of the rights of pupils rather than in terms of the rights of teachers. (b) The study should be emphasized in the senior high school, when most pupils are mature enough to study the significant controversial issues facing our citizens. (c) The study should be objective and scholarly with a minimum emphasis on opinion and a maximum emphasis on facts.

28-6.3 In the study of controversial issues the pupil has the following rights: (a) the right to study any controversial issue which has political, economic, or social significance and concerning which (at his/her level) he/she should begin to have an opinion; (b) the right to have free access to all relevant information; (c) the right to form and express his/her opinion on controversial issues without thereby jeopardizing his/her relationship with his/her teacher or the school; and (d) the right to study under competent instruction in an atmosphere free from bias and prejudice.

28-6.4 The teacher employs the same methods in handling areas of controversy as characterize his/her best teaching at any time. The teacher, in selecting both the content and the method of instruction, is mindful of the maturity level of the students. The teacher has assured himself/herself that the controversial subject to be discussed belongs within the framework of the curriculum to be covered, that the subject is significant as well as meaningful for the pupils, and that through the discussion pupils will have some opportunity to grow. The teacher handles the classroom presentation in ways which will ensure a wide range of information and interpretation for the pupils' consideration. He/she strives to present a balance among many points of view. The teacher does not use his/her classroom as a personal forum. He/she does not employ the techniques of the demagogue or the propagandist for attention, for control, or simply for color. The teacher has the right to identify and express his/her own point of view in the classroom as long has he/she indicates clearly that it is his/her own. The teacher emphasizes keeping an open mind, basing one's judgment on known facts, looking closely at facts to evaluate them in terms of the subject under discussion, and being ready to change one's opinion should new facts come to light. The emphasis always is on the method of forming an opinion as much as on the opinion formed.

28-6.5 With prior approval of the principal, any faculty member may invite speakers to address his/her class on subjects which are within the framework of his/her curriculum and which are not prohibited by law. It has always been the policy that when outside speakers have been invited into Kennett High School, they are always introduced to the Principal or Assistant Principal. This policy shall continue in force.

ARTICLE XXIX
EARLY RETIREMENT

29-1.1 Any full-time teacher hired prior to June 30, 2000, and who has taught a minimum of twenty (20) years, of which at least ten (10) have been within the Conway School District, may submit a request for early retirement to the Board. This request for early retirement shall be dated and signed by the teacher submitting it, shall be submitted by November 15 (i.e., November 15, 1998 for retirement in June of 1999) of the year preceding the year in which the retirement shall commence, and shall specify the date selected by the teacher for retirement, which shall be at the end of a teaching year (June). The Board shall act upon the request no later than December 31 of the year submitted.

Employees hired after June 30, 2000 must have taught in the Conway School District at least fifteen (15)

years to be eligible for the same benefits as above. Employees hired after June 30, 2014 must have taught in the Conway School District at least twenty (20) years to be eligible for the same benefits as above.

29-1.2 All requests for early retirement will be placed on a list in order of seniority in the Conway School District. The Board shall approve the first three (3) on the list and may approve others in order of seniority.

29-1.3 If approved, the District shall pay teachers granted early retirement on the following schedule:

Teachers ages 55-58 years, 30% of the teacher's last salary annually for a five year period.

Teachers ages 59-63 years, 25% of the teacher's last salary annually until age 65.

29-1.4 Early retirement shall be treated as a voluntary separation, and the teacher shall have no right to continue teaching in the District after that date.

29-2 Retirement - In recognition of a teacher's years of service to the District, the Board has established the policy of providing a system of severance pay. A teacher must retire from the School District in order to receive this benefit. Teachers who opt for Early Retirement or who leave for employment elsewhere will not qualify for severance pay. Severance pay will be paid to the teacher on the following formula: Number of years of service in the School District x ¾ of one percent (1%) of the base salary at the time of retirement.

Example:	BASE Salary ----------	$60,000
	Years of Experience in Conway -----	30
	¾ of 1% of $60,000 =	$450
	$450 x 30 years =	$13,500

29-3.1 Retirement Health Insurance - All employees hired prior to June 30, 2000 and who have taught in the Conway School District for at least ten (10) years and retiring after June of 1997 will be eligible for the health insurance plan available to active employees consistent with the terms of the collective bargaining agreement at the same co-pay as active employees. If the retired teacher is eligible for and desires to have two-person or family coverage rather than single coverage, the retired teacher is responsible to pay any difference in cost which an active teacher must pay for the additional coverage. This difference is the co-payment. The retiree's share of the insurance premium is to be paid to the district office in advance of the due date of payment to the health insurance carrier. If the retiree fails to pay the retiree's share as specified, the coverage will lapse without liability to the Conway School District. Coverage will continue to age 65, after which the Board will pay on the same basis toward membership in the appropriate Medicare Supplemental program offered by the District's insurance carrier. Any who retired prior to July 1, 1989 and are ineligible for this benefit, will become eligible if the state laws are altered to permit participation by these persons.

Employees hired after June 30, 2000 must have taught in the Conway School District at least fifteen (15) years to be eligible for the same benefits as above. Employees hired after June 30, 2014 must have taught in the Conway School District at least twenty (20) years to be eligible for the same benefits as above.

29-3.2 Disability Health Insurance - The Board agrees that for disability retirement, any teacher who has served ten (10) or more years as a teacher or other professional certified position in the Conway School District shall be eligible for an insurance subsidy equal to four percent (4%) of the single premium payment for

each year of employment in the Conway School District to the limit of the Board's co-payment obligation for health insurance coverage in a plan offered to active employees. Coverage would continue to age 65, after which the Board would pay in the same manner toward membership in the appropriate Medicare Supplemental coverage offered by the insurance carrier.

ARTICLE XXX
MISCELLANEOUS PROVISIONS

30-1 If any provisions of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law by a court of competent jurisdiction, then such provisions or application shall be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

30-2 This Agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties.

30-3 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, registered or certified mail, at the following addresses: if by the Association, to School Administrative Unit #9, School Board, School Administrative Unit #9, Conway, New Hampshire, 03818; if by the Board, to the President of the Association at his/her appropriate address as filed with the Board, or if he/she is unavailable, to the registered agent of the Conway Education Association at the address of the registered office of the corporation as filed with the Board.

ARTICLE XXXI
DURATION OF AGREEMENT

31-1 This Agreement shall become effective July 1, 2016 and shall continue in effect until June 30, 2017, subject to the Association's right to negotiate a successor Agreement, as set forth in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agreed upon, the contract shall expire on the date indicated herein.

31-2 Negotiations of a successor Agreement will begin no later than August 15, 2016.

31-3 In witness whereof the parties hereto have caused this Agreement to be signed by their respective president and/or chairperson, attested by their respective secretary and/or clerk, and their corporate seals to be placed hereon, all on the day and year first above written.

31-4 The parties agree that all provisions of this Agreement that do not have economic consequences shall begin upon the ratification by the Association of this Agreement and the adoption of this Agreement by the Board.

ARTICLE XXXII
READING BREAK/ADVISOR/ADVISEE PROGRAM

The Reading Break/Advisor/Advisee program will be implemented as follows: Reading/Advisor/Advisee Break will be for 35 minutes four (4) days per week. When the faculty or administration decides to address an issue

through the reading break/advisor/advisee program, reading break will be extended. Where possible, the reading break advisory will be held in the classroom in which the teacher normally teaches.

Advisors will be responsible for …

- taking daily attendance and reporting information accurately to the discipline/attendance office
- communicating information to students through daily announcements
- understanding the master schedule and communicating important information about scheduling to students
- disseminating other information to the students in their Reading/Advisor/Advisee Break

In addition, for teachers who are comfortable, the advisor will act as a caring adult for students who are faced with difficult personal choices. When issues are addressed through the reading/advisor/advisee program for which teachers are not comfortable, support will be offered through the guidance department.

For agreeing to this additional responsibility, the following conditions of employment will exist:

1. Teachers will have no after school detention duty.
2. The last day of the teacher workshop days prior to the opening of school will be given entirely for teachers to prepare for the opening of school.
3. Teacher workshop and early release days will be used for the District's Continuous Improvement effort and department priorities, at the middle/senior high school.
4. Additional time will be given for the preparation of grades. Specifically, teachers will be required to submit grades on the Wednesday morning following the Friday closing the marking term, except during the fourth marking period when teachers will have until 3:00 p.m. on the second day after the students' last day before grades are due.

ARTICLE XXXIII
WORKER'S COMPENSATION

If a Worker's Compensation claim has been accepted by Worker's Compensation Insurance, he/she will continue to receive his/her regular pay and will reimburse the Conway School District the amount he/she receives from Worker's Compensation Insurance. During the time missed from school that is covered by Worker's Compensation Insurance, ½ day of sick leave will be deducted for each day of his/her absence.

CONWAY EDUCATION ASSOCIATION

By /s/ _____
President, CEA

5-3-16
Date

_____
Witness

CONWAY SCHOOL BOARD

By /s/ Janine Mclaughlin
Chairperson, Conway School Board

5/4/16
Date

_____
Witness

Appendix A

Negotiations Bargaining Meeting Procedures

Appendix B

Salary Schedule

Appendix C

Annual Contract

Appendix D

Co-curricular Salary Schedule

Appendix E

1 Dues Deduction Authorization
2 Payment Plan Authorization

Appendix F

Grievance Report

Appendix G

Credit Union Authorization

Appendix H

The Deductible Pool

APPENDIX A
NEGOTIATIONS BARGAINING MEETING PROCEDURE

A1-1 PRIVILEGES

A1-1.1 A teacher organization which has been recognized by the School Board as the sole negotiating agent for the public school teachers will be granted certain privileges which might not be granted to other organizations. The negotiating organization for the teachers may use school facilities for their meetings as long as it does not interfere with or hamper the educational process or the normal working operations of the district. The negotiating organization for the teachers may use school equipment (not school buses), but must use their own supplies.

A1-2 USE OF SCHOOL TIME

A1-2.1 The officers and other members of the negotiating organization representing the public school teachers may not use school time for any of their activities.

A1-3 BARGAINING MEETING PROCEDURES

A1-3.1 It is important to the success of the negotiating process that the bargaining meetings shall be well organized. It is vital that each meeting, especially the first, should have a well planned agenda. The agenda for all meetings, including the first session, shall be determined in advance by the head of the negotiating unit for the teacher organization and the Chairperson of the School Board, or their representatives. No item shall be included on any agendas which are not within the scope of the negotiations as defined in adopted School Board Policy HAB. The time and place of the first meeting shall be determined in advance by the head of the teachers' negotiating unit and the Chairperson of the School Board. The time of other meetings shall be determined by those present at the first meeting; at all meetings the parties shall have the right to caucus or recess.

A1-4 TIME LIMITS

A1-4.1 The School Board does not wish to put time limits on the negotiating process, but due to the need to present a budget at the Municipal Budget Committee meeting in January, the Board must insist that an Agreement be signed by January 5. The Board hopes that negotiating will always go smoothly, but realizes that an impasse may be reached and require time for mediation, fact finding, and arbitration. In order to allow time for such circumstances, the Board feels it is necessary to set a time limit on the commencement of negotiations. The organization representing the teachers must give to the Superintendent written notice of their desire to negotiate. The first meeting will be held within ten (10) days of the receipt of such notice. The notice of the teachers' desire to negotiate must be received by the Superintendent of Schools no later than August 15. If such notice is not received by the Superintendent during this period. It will be assumed that the teachers waive their rights to negotiate for that year.

A1-5 NOTIFICATION

A1-5.1 The time of the first bargaining meeting shall be determined by the head of the teachers' negotiating unit and the Chairperson of the School Board in their preliminary meeting, or by their representative at such meetings. It shall be the responsibility of the head of the teachers' negotiating unit to notify the other members of his/her bargaining team and the Chairperson shall notify the other members of the Board and the Superintendent of Schools.

A1-6 DISTRIBUTION OF INFORMATION

A1-6.1 Any nonconfidential information available at the office of the Superintendent of Schools is at the disposal of the members of the negotiating unit representing the public school teachers.

A1-7 QUORUM

A1-7.1 A quorum shall be considered to be present at a meeting if a majority of each bargaining unit (excluding the Superintendent of Schools) is present.

A1-8 RULES OF ORDER

A1-8.1 Unless otherwise specified, the bargaining meetings shall be run under Robert's Rules of Order, Revised.

A1-9 MINUTES

A1-9.1 The minutes of the first meeting shall be kept by a secretary appointed by the Superintendent of Schools. At the first meeting a permanent secretary shall be chosen.

A1-10 PROGRESS REPORTING

A1-10.1 It is important to the success of the negotiations that the teachers and public should be aware of the progress of the bargaining meetings. It shall be the responsibility of the negotiating unit representing the teachers to keep the teachers informed of the progress. Reports of progress will be made to the press jointly by the negotiating units. The drafting of such reports shall be the responsibility of one member from each unit, who shall work together. No report shall be released until it has been approved by a majority of the members of both negotiating units.

A1-11 RATIFICATION PROCEDURES

A1-11.1 Any agreement reached at the bargaining meetings may be ratified by a majority vote of the School Board. The ratification procedures adopted by the teachers is obviously not determined by the School Board. The Board does, however, insist that the ratification procedure adopted by the teachers must be one which will assure the Board that the majority of the teachers approve the Agreement.

A-1-12 ANNOUNCEMENT OF AGREEMENT

A1-12.1 The announcement of the Agreement shall be made jointly by the head of the negotiating unit representing the teachers and by the Chairperson of the School Board.

APPENDIX B

Conway School District
2016-17 Salary Schedule

STEP $750

Step	B	B+6	B+12	B+18	B+24	B+30	M	M+30	M+60
1	33,300	33,700	34,099	34,499	34,898	35,298	35,698	37,363	39,028
2	34,050	34,459	34,867	35,276	35,684	36,093	36,402	38,204	39,907
3	34,800	35,218	35,635	36,053	36,470	36,888	37,306	39,046	40,786
4	35,550	35,977	36,403	36,830	37,256	37,683	38,110	39,887	41,665
5	36,300	36,736	37,171	37,607	38,042	38,478	38,914	40,729	42,544
6	37,050	37,495	37,939	38,384	38,828	39,273	39,718	41,570	43,423
7	37,800	38,254	38,707	39,161	39,614	40,068	40,522	42,412	44,302
8	38,550	39,013	39,475	39,938	40,400	40,863	41,326	43,253	45,181
9	39,300	39,772	40,243	40,715	41,186	41,658	42,130	44,095	46,060
10	40,050	40,531	41,011	41,492	41,972	42,453	42,934	44,936	46,939
11							43,738	45,778	47,818
12							44,542	46,619	48,697

LONGEVITY

4-7 Years = $300
8-14 Years = $550
15-19 Years = $1,100
20-24 Years = $2,000
25 Years Plus = $2,800
30 Years = $500 in the year of the teacher's retirement

TRACK CHANGE

	B6	B12	B18	B24	B30	M	M30	M60
Factor of previous	0.012	0.011858	0.011719	0.011583	0.01145	0.011321	0.046642	0.044563

All bargaining unit members who have been on the top step of their column for one or more years shall receive an increase of $1,700 for the 2016-17 school year.

Unit member will receive a maximum of 1 step.
Unit member will receive a step or $1,700, but not both.

APPENDIX C
Conway School District
Teacher Contract

Agreement made _____, 20___, by and between the Conway School District, hereinafter called the District, and _____, hereinafter called the Teacher. In consideration of the covenants contained herein, the parties mutually agree:

1. That the District will employ the Teacher for the ensuing year from _____ to _____ at an annual salary of $_____ to be paid in such installments as the District may determine in its rules and regulations.

2. That the Teacher agrees to work for the District for said period and agrees to conform to and carry out all of the laws, rules, and regulations pertaining to the conduct of the schools and the teachers, and such other laws, rules, and regulations as may be enacted during the term of this contract.

3. That this contract is intended to cover _____ + _____ school days and any and all adjustments which may be made because of absence for whatever reason will be computed at a daily rate of pay based on _____ school days.

4. That the Teacher may be assigned only to such position as the Teacher is qualified and certifiable by the State Board of Education to occupy.

5. That the District may, without liability, terminate this contract in accordance with the New Hampshire Revised Statutes Annotated, Chapter 189: 13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between the District and the Teacher, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the teacher's certificate, license, or permit is revoked by the Commissioner of Education.

6. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.

7. That this contract must be signed by the Teacher and returned to the school office not later than _____ of the year in which the contract is to commence; otherwise, the contract will be deemed to be null and void.

8. That all rules and regulations as adopted by the School Board pertaining to Teachers are hereby incorporated by reference and made part hereof, and the Teacher accepts the responsibility of being conversant with said rules and regulations.

9. That the Teacher will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.

10. That, except as provided herein, this contract may not be terminated at any time prior to its expiration without the consent of both parties. In addition, any teacher wishing to resign shall give 30 days written notice to the Chairperson of the School Board and the Superintendent. Any teacher not providing a 30 day notice of resignation shall have the sum of $200 deducted from their final pay. Any teacher who resigns after July 1 may be required to teach in the next academic year until the Superintendent of Schools can find a qualified replacement.

11. Any teacher who signs a contract to return for the next year and resigns prior to September 15 will be required to reimburse the district for the full amount of health and dental benefits paid by the district for the months of July and August for health and dental insurance.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written.

CONWAY SCHOOL DISTRICT

By_____
Teacher

By_____
School Board Chairperson

BRACKET 1 ($3,975)	BRACKET 2 ($3,350)	BRACKET 3 ($2,750)
HC Football	HC Baseball	HC Cross Country *
HC Ice Hockey	HC Softball *	HC Golf
HC Boys Basketball	HC Boys Soccer	HC Volleyball
HC Girls Basketball	HC Girls Soccer	HC Boys Tennis
HC Skiing	HC Field Hockey	HC Girls Tennis
HC Track *	JV Football	Assistant Ice Hockey
Music Director	Assistant Football (2)	JV Baseball
Cheerleading (2 seasons)	JV Boys Basketball	JV Softball
	JV Girls Basketball	JV Boys Soccer
	Assistant Skiing - C.C.	JV Girls Soccer
	Assistant Skiing - Jumping *	JV Field Hockey
	Drama **(3 productions)**	**JV Boys Lacrosse**
	Publications Production Advisor	**JV Girls Lacrosse**
	HC Boys Lacrosse	**Robotics Advisor**
	HC Girls Lacrosse	
	Dance	

BRACKET 4 ($2,340)	BRACKET 5 ($1,925)	BRACKET 6 ($1,075)
HC Indoor Track	JV Volleyball	Freshmen Field Hockey
HC Mountain Biking	MS Baseball (2)	JV Girls Tennis
Asst. Track (2) *	MS Softball (2)	Drama Assistant
Assistant Skiing *	MS Cross Country (1)	MS Cheerleading
Freshmen Football	MS Track (2)	**Asst. Mountain Biking**
Freshmen Boys Basketball	MS Soccer (2)	**JV Boys Tennis**
Freshmen Girls Basketball	MS Field Hockey (2)	
MS HC Football *	MS Assistant Football	
MS Boys Basketball (2)	MS Assistant Football	
MS Girls Basketball	MS Drama	
MS Girls Basketball	MS Music *	
MS Skiing *	Student Council Advisor	
Asst. Track	National Honor Society Advisor	
	Freshmen Baseball	
	Freshmen Soccer	
	Asst. Cross Country	
	Intramural Coordinator	
	MS Cross Country (2nd)	
	MS Cross Country Skiing	
	MS Intramural Coordinator	
	Freshmen Softball	
	Prom Committee Advisor	
	Robotics Co-advisor	

The addition of newly-created positions is for placement within the brackets. Not all positions in brackets will be filled. The Athletic Director/Building Principal may, at his/her discretion, substitute one position for another. The Athletic Director/Building Principal shall base his/her decision on factors such as safety and total activity enrollment. The decision must comply with Title IX.

* Grandfathered stipend plus $75; a new hire will receive Bracket amount.

Total coach/advisor stipends will not exceed $184,167.

APPENDIX E-1

CONWAY SCHOOL DISTRICT

CONWAY EDUCATION ASSOCIATION (CEA)

This is a legal contract of authorization to deduct the full amount of dues for membership in the Conway Education Association (CEA)

This deduction will continue until the SAU #9 office and the CEA is notified, in writing, by you that you are no longer a member.

NAME: _____
(PLEASE PRINT)

CIRCLE:

***School:** Conway El. John Fuller Pine Tree Kennett Middle Kennett HS Itinerant

***Employment Status:** Full Time Half Time Other_____

***Years of Experience:** (Circle One)
1st year teacher
2nd year teacher
Experienced teacher (have taught more than 2 years)

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated below in twelve equal biweekly payments commencing with the third pay period. I understand the disbursing officer cannot discontinue deductions unless an explanatory letter is written and submitted to the Conway Education Association prior to October 15th of that school year.

I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Board and of its officers from any liability therefrom.

I designate the Conway Education Association to receive all dues and distribute them to the organizations indicated.

2013-2014 (No NEA-NH Dues Increase)

Circle Experience	1st year	2nd year	3 plus years teaching
NEA	$182.00	$182.00	$182.00
NEA-NH	$256.89	$342.52	$428.14
CEA	$ 60.00	$ 60.00	$ 60.00
Total	$498.89	$584.52	$670.14

If less than full-time, dues will be pro-rated accordingly.

NOTE: Rates are subject to annual adjustment.

Signature: _____ Date _____

Failure to complete this form correctly may result in payment of full dues

****This copy goes to the SAU #9 Office**

APPENDIX E-2

CONWAY SCHOOL DISTRICT

AUTHORIZATION FOR PAYMENT PLAN

I hereby authorize the payroll department to divide my salary into the number of equal payments checked below:

( ) 22 payments

( ) 26 payments

Signature _____

School _____

If this authorization is not received by the Office of the Superintendent, Bookkeeping Department, by the opening of the school year, then the teacher shall be paid in the same installments as the previous year or, in the case of newly employed teachers, in 26 installments.

APPENDIX F
CONWAY SCHOOL DISTRICT

Grievance No. _____

GRIEVANCE REPORT
(For use at Steps 2 and 3)

Name of Grievant_____ Date Filed_____

Home Address_____ Telephone No._____

Building_____ Assignment_____

Name of Principal_____ School Telephone No._____

Date of alleged violation or misapplication_____

Article of the Agreement allegedly violated_____

Statement of the grievance_____

_____

_____

Nature and extent of the injury or loss involved_____

_____

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered_____

_____

Remedy sought_____

_____

_____ _____

(Signature-Association Representative Present (Signature - Grievant)

Disposition by: Principal Superintendent

Date answered_____

_____

_____

_____

(Principal/Superintendent of Schools)

Grievance settled on the basis of Principal's/Superintendent's answer

Grievant_____

APPENDIX G

CREDIT UNION

Authorization to Make Deductions

Name_____

Social Security Number_____

School_____

I hereby request and authorize the Conway School District to deduct the following amount from each biweekly pay period starting with the pay date indicated. The School District will forward the total monthly deductions by the School District Treasurer to the Credit Union Office.

Amount_____

Starting Date_____

The above amount requested will be automatically deducted from each biweekly pay period until such formal written notice is given to the School District to terminate the credit union deduction.

_____ _____

Date Signature

APPENDIX H

THE DEDUCTIBLE POOL

If necessary, you will incur deductibles on high-ticket items such as MRI's, CAT scans, in-patient and day surgery hospital bills.

Single Subscriber:

You'll receive a pre-loaded $500 debit MasterCard. This card can be used for *any* FSA eligible expense, including deductibles.

For example, if you incur a deductible in July, August or September then you've met your deductible for the 2012 calendar year.

If you don't have any deductibles for July-September but have one in October, November or December, just give them your debit card and your deductible will have been met for all of 2012 **AND** all of 2013.

If you have a deductible expense, but have already used the card for some other FSA eligible expenses, you will be responsible for the balance of the deductible.

WHERE THE POOL COMES IN: If you have deductible expense in July-September then you've met your deductible for 2012 (and expended your entire MasterCard debit card). If you have *another* deductible expense after January 1, 2013 then you would normally have to pay that expense out of pocket.

IF you already used your $500 debit card on a 2012 deductible, then incur another deductible in 2013, that second deductible would be submitted to the POOL for payment (you would have to pay the invoice, and get reimbursed). Your 2013 deductible would be reimbursed after August 1, 2013 on a prorated basis depending on how many other claims have been submitted. Regardless, by paying any deductible after January 1, 2013, you have met your deductible for the entire 2013 calendar year, but will still be given *another* $500 debit card on July 1, 2013.

It's important to note the POOL is only there to cover any potential "double *deductibles*." If someone chooses to use their card for other FSA eligible expenses then those expenses would not be eligible for the POOL.

2-Person Subscriber:

You'll receive a pre-loaded $1,000 debit MasterCard. This card can be used for *any* FSA eligible expense, including deductibles.

For example, any *individual* that incurs a deductible in July, August or September then *that person* has met their deductible for the 2012 calendar year.

If neither of you has a deductible met for July-September but one of you meets it in October, November or December, then *that person* just gives the provider your debit card and *that person's* deductible will have been met for all of 2012 **AND** all of 2013. The same would hold true if the second person has a deductible during the same period.

If you have already used the card for some other FSA eligible expenses, you will only have that balance available on your card to cover *both* potential deductibles.

If person A has deductible expense in July-September then that person has met their deductible for 2012. If that same person has *another* deductible expense after January 1, 2013 then you could use the balance of the debit card to cover the "double deductible" ($500 deductible in 2012 & $500 deductible in 2013 = $1,000 from the debit card)

WHERE THE POOL COMES IN:

Person A has deductible expense in July-September then that person has met their deductible for 2012. If person B has a deductible expense in July-September then person B has also met their deductible for 2012 (for a total cost of $1,000).

If either A &/or B has *another* deductible expense after January 1, 2013 then that second deductible would be submitted to the POOL for payment (you would have to pay the invoice, and get reimbursed). Your 2013 deductible would be reimbursed after August 1, 2013 on a prorated basis depending on how many other claims have been submitted. Regardless, by paying any deductible after January 1, 2013, that person has met their deductible for the entire 2013 calendar year, but you will still be given *another* $1,000 debit card on July 1, 2013.

It's important to note the POOL is only there to cover any potential "double *deductibles*." If someone chooses to use their card for other FSA eligible expenses then those expenses would not be eligible for the POOL.

Family Subscriber:

You'll receive a pre-loaded $1,500 debit MasterCard. This card can be used for *any* FSA eligible expense, including deductibles.

SCENARIO #1 (Individual deductibles)
For example, any *individual* that incurs a deductible in July, August or September then *that person* has met their deductible for the 2012 calendar year.

If nobody has a deductible met for July-September but someone meets it in October, November or December, then *that person* just gives the provider your debit card and *that person's* deductible will have been met for all of 2012 **AND** all of 2013. The same would hold true for up to 3 people in your family who might use a deductible during that same period ($500 deductible x 3 people = $1,500 available on the card).

If you have already used the card for some other FSA eligible expenses, you will only have that balance available on your card to cover *any* potential deductibles.

SCENARIO #2 (One person "double deductible"-balance available)
If person A has deductible expense in July-September then that person has met their deductible for 2012. If that same person has *another* deductible expense after January 1, 2013 then you could use the balance of the debit card to cover the "double deductible" ($500 deductible in 2012 & $500 deductible in 2013 = $1,000 from the debit card). That would leave the balance on the card ($500) for any other FSA use including up to one other deductible expense, prescriptions, dental needs, etc.

WHERE THE POOL COMES IN:

In Scenario #1 above, if more than three individual deductibles are met.

In Scenario #2 above if one person has a double deductible, and more than one other person has an individual deductible met.

In either case, any deductibles beyond the three paid, would be reimbursed after August 1, 2013 on a prorated basis depending on how many other claims have been submitted. Regardless, you will still be given *another* $1,500 debit card on July 1, 2013.

It's important to note the POOL is only there to cover any potential deductibles beyond the three. If someone chooses to use their card for other FSA eligible expenses then those expenses would not be eligible for the POOL.