

**AGREEMENT**  
**HAMPSTEAD SCHOOL BOARD**  
**AND THE**  
**HAMPSTEAD EDUCATION ASSOCIATION**

JULY 1, 2009  
TO  
JUNE 30, 2013

---

H E A 2 0 0 9 - 2 0 1 3

## Table of Contents

<b>PREAMBLE.....</b>	<b>3</b>
<b>ARTICLE I - RECOGNITION.....</b>	<b>3</b>
SECTION 1 - BARGAINING UNIT DEFINITION .....	3
SECTION 2 - ASSOCIATION MEMBERSHIP AND BENEFITS .....	4
SECTION 3 - ASSOCIATION CERTIFICATION.....	4
SECTION 4 - POLICY REVISIONS .....	4
<b>ARTICLE II - NEGOTIATIONS.....</b>	<b>4</b>
SECTION 1 - SUCCESSOR NEGOTIATIONS .....	4
SECTION 2 - NEGOTIATIONS CONSULTANTS .....	4
SECTION 3 - SCOPE OF NEGOTIATIONS .....	4
<b>ARTICLE III - PERSONNEL.....</b>	<b>5</b>
SECTION 1 - PERSONNEL FILES ACCESS.....	5
SECTION 2 - DISCIPLINE .....	5
SECTION 3 - PERSONNEL FILES CONFIDENTIALITY .....	5
SECTION 4 - REDUCTION IN FORCE .....	5
SECTION 5 - JOB TRANSFERS .....	6
SECTION 6 - JOB SHARING .....	7
SECTION 7 - HIV/AIDS CONFIDENTIALITY.....	7
<b>ARTICLE IV - GRIEVANCES.....</b>	<b>8</b>
SECTION 1 - PURPOSE OF GRIEVANCE.....	8
SECTION 2 - REFLECTION ON GRIEVANT .....	8
SECTION 3 - GRIEVANCE INITIATION TIME LINES .....	8
SECTION 4 - INDIVIDUAL GRIEVANCE .....	9
SECTION 5 - ASSOCIATION GRIEVANCE.....	9
SECTION 6 - BOARD GRIEVANCE .....	10
SECTION 7 - GRIEVANCE SUBSTANTIATION .....	11
SECTION 8 - GRIEVANCE DEFINITION OF DAYS.....	11
SECTION 9 - GRIEVANT REPRESENTATION .....	11
<b>ARTICLE V - LEAVE.....</b>	<b>12</b>
SECTION 1 - LEAVE ACCRUAL .....	12
SECTION 2 - USE OF LEAVE .....	12
SECTION 3 - LEAVE ACCUMULATION .....	12
SECTION 4 - MAXIMUM LEAVE .....	12
SECTION 5 - EXCESS LEAVE DAYS .....	12
SECTION 6 - RETIREMENT LEAVE DAY REDEMPTION.....	12
SECTION 7 - ANNUAL LEAVE DAY REDEMPTION .....	13
SECTION 8 - SICK BANK.....	13
<b>ARTICLE VI - PERSONAL &amp; PROFESSIONAL ABSENCES.....</b>	<b>14</b>
SECTION 1 - BEREAVEMENT DAYS.....	14
SECTION 2 - NEA-NH DELEGATE .....	14
SECTION 3 - PROFESSIONAL LEAVE.....	14
SECTION 4 - WRITTEN REQUEST FOR LEAVE .....	14
<b>ARTICLE VII - LEAVES-OF-ABSENCE .....</b>	<b>14</b>
SECTION 1 - UNPAID LEAVE.....	15
SECTION 2 - SABBATICAL LEAVE .....	15
SECTION 3 - CHILDBEARING LEAVE .....	16
SECTION 4 - CHILD REARING, PATERNITY FOSTER & ADOPTED CHILDREN, AGING PARENT LEAVE.....	17
SECTION 5 - JURY DUTY LEAVE .....	17
SECTION 6 - ARMED FORCES LEAVE.....	17
SECTION 7 - LONG TERM MEDICAL LEAVE .....	18
SECTION 8 - RETURNING FROM LEAVE.....	18
<b>ARTICLE VIII - PROFESSIONAL COMPENSATION .....</b>	<b>18</b>

SECTION 1 - SALARY SCHEDULE.....	18
SECTION 2 - STEP AND TRACK PLACEMENT.....	18
SECTION 3 - PRORATION OF SALARY.....	20
SECTION 4 - DIVISION OF SALARY.....	20
SECTION 5 - HAMPSTEAD EXPERIENCE DIFFERENTIAL.....	20
SECTION 6 - CALENDAR.....	21
SECTION 7 - COMMITTEE WORK.....	22
<b>ARTICLE IX - EXTRA CURRICULAR ACTIVITIES.....</b>	<b>22</b>
SECTION 1 - COACHES AND ADVISORS STIPEND.....	22
SECTION 2 - STIPEND PROCEDURE.....	23
SECTION 3 - APPLICATION FOR EXTRACURRICULAR POSITIONS.....	23
SECTION 4 - HOLIDAY PERFORMANCE STIPEND.....	23
<b>ARTICLE X - INSURANCE PROVISIONS.....</b>	<b>23</b>
SECTION 1 - INSURANCE PLANS.....	23
SECTION 2 - PREMIUMS COVERAGE.....	24
SECTION 3 - PRORATION OF BENEFITS.....	24
SECTION 4 - RETIREE MEDICAL SUPPLEMENT.....	24
SECTION 5 - MEDICAL INSURANCE BUY OUT.....	25
SECTION 6 - CONTINUATION OF BENEFITS.....	25
<b>ARTICLE XI - PROFESSIONAL IMPROVEMENT.....</b>	<b>25</b>
SECTION 1 - COURSE REIMBURSEMENT FUNDING.....	25
SECTION 2 - COURSE REIMBURSEMENT DISTRIBUTION.....	26
SECTION 3 - PROFESSIONAL WORKSHOPS AND CONFERENCES.....	27
<b>ARTICLE XII - PAYROLL DEDUCTIONS.....</b>	<b>27</b>
SECTION 1 - ALLOWABLE PAYROLL DEDUCTIONS.....	27
SECTION 2 - PAYROLL DEDUCTION PROCEDURE.....	27
SECTION 3 - PAYROLL DEDUCTION PROVISIONS.....	28
<b>ARTICLE XIII - LUNCH AND PLANNING PERIODS.....</b>	<b>28</b>
SECTION 1 - LUNCH PERIOD DEFINITION.....	28
SECTION 2 - LUNCH PERIOD ASSIGNMENT.....	28
SECTION 3 - PLANNING PERIOD.....	28
SECTION 4 - LUNCH & PLANNING PERIOD PROVISIONS.....	28
<b>ARTICLE XIV - RETIREMENT.....</b>	<b>28</b>
SECTION 1 - RETIREMENT INCENTIVE.....	28
<b>ARTICLE XV - CONFORMITY TO LAW - SAVING CLAUSE.....</b>	<b>29</b>
SECTION 1 - CONFORMITY TO LAW.....	29
SECTION 2 - SAVING CLAUSE.....	29
<b>ARTICLE XVI - DURATION.....</b>	<b>29</b>

## **PREAMBLE**

**AGREEMENT MADE AND ENTERED INTO** between the **HAMPSTEAD SCHOOL BOARD** (hereinafter referred to as the Board) and the **HAMPSTEAD EDUCATION ASSOCIATION** (hereinafter referred to as the Association).

**WHEREAS** RSA 273-A of the New Hampshire Revised Statutes Annotated mandates the negotiation of a collective bargaining agreement between the Board and any certified bargaining unit of the School District's Employees, and

**WHEREAS** the Association had been recognized by the Board as representing the majority of the permanent professional Employees of the District prior to the effective date of RSA 273-A, and

**WHEREAS** the continuation of such recognition by the Board is sanctioned by RSA 273-A as having the effect of certification of the Association as a bargaining unit under said Chapter, and

**WHEREAS** the Board has met with the Association and fully considered and discussed with it, on behalf of the Employees, contract changes governed by Public Employees Labor Relations Law 273-A,

IT IS AGREED AS FOLLOWS:

## **ARTICLE I - RECOGNITION**

### **SECTION 1 - BARGAINING UNIT DEFINITION**

The Board recognizes the Association as the exclusive representative of all the permanent professional employees, except administrators, in the Hampstead School District for the purposes of collective bargaining and the presentation of grievances, as defined in RSA 273-A.

#### **Definition:**

- a. A permanent professional employee is a person who, having successfully completed the prescribed course of study at a recognized school, college, or university and satisfied the certification or licensing requirements of the New Hampshire State Board of Education, has been duly appointed by the Hampstead school system; the primary duty of said position being the purveyance or support of education, or the welfare of students; and who
- b. has signed a contract with the Hampstead School District for a specific period of time. Permanent professional employees of the District are all classroom teachers, permanent substitutes, teaching specialists, counselors, school psychologists, media generalists, nurses, physical therapists, occupational therapists, certified occupational therapist assistants, speech language pathologists, preschool teachers, and certified educators (hereinafter referred to as members of the bargaining unit). Certified nurse educators will be included when and if such positions are created by the Board.

## **SECTION 2 - ASSOCIATION MEMBERSHIP AND BENEFITS**

The Association agrees that:

- a. Membership in the Association is neither a condition of employment nor a requirement for the continued employment of any employee.
- b. Benefits successfully negotiated between the Board and the Association are equally applicable to all members of the bargaining unit, whether members of the Association or not.
- c. Any member of the bargaining unit is free to enjoy all rights and is subject to all regulations provided in the laws of the State of New Hampshire and in the policies of the Board, whether represented by the Association or not.

## **SECTION 3 - ASSOCIATION CERTIFICATION**

The Board and the Association agree that certification of the Association as the exclusive representative of the bargaining unit shall remain valid until the Association is dissolved, voluntarily surrenders its certification, loses a valid election, or is decertified by the New Hampshire Public Employee Labor Relations Board, as provided in RSA 273-A:10. The Association agrees to present a letter certifying that 51% of eligible members of the unit are paid current members of the Association at the beginning of the negotiations for a successor agreement.

## **SECTION 4 - POLICY REVISIONS**

The Board agrees to provide the Association with up-to-date revisions of the Board's policy manual as soon as is practicable after adoption by the Board. The Board will forward all minutes of School Board Meetings to the local Association president, within a timely fashion.

# **ARTICLE II - NEGOTIATIONS**

## **SECTION 1 - SUCCESSOR NEGOTIATIONS**

On or about September first of the calendar year prior to the expiration of this Agreement, the parties agree to enter into good faith negotiations over a successor Agreement. Any Agreement reached shall be reduced to writing and signed by the Board and the Association.

## **SECTION 2 - NEGOTIATIONS CONSULTANTS**

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

## **SECTION 3 - SCOPE OF NEGOTIATIONS**

The first item of business to be resolved at the inception of negotiations shall be defining the scope of the negotiations.

## **ARTICLE III - PERSONNEL**

### **SECTION 1 - PERSONNEL FILES ACCESS**

Upon written request and twenty-four hours notice, all members shall be allowed to review their personnel files and make copies of the contents contained within. No evaluations or written commentary, complimentary or derogatory, will be placed in the file without having been first shown to the member; the member shall sign the commentary or evaluation only as an indication that it is has been reviewed. Explanatory or rebuttal statements can be attached by the member to material housed in the file. There shall be two official personnel files, and they shall be housed at the Superintendent's office and the principal's office.

### **SECTION 2 - DISCIPLINE**

A member who feels he/she has been improperly disciplined or reprimanded without just cause may file a grievance under Article IV of this Agreement.

### **SECTION 3 - PERSONNEL FILES CONFIDENTIALITY**

The personnel files of a member will be kept confidential consistent with state and federal laws. Access to the file will be strictly limited to appropriate school district personnel or others as defined by law.

### **SECTION 4 - REDUCTION IN FORCE**

When, in the discretion of the School Board, a reduction in professional staff is required, such reduction shall be accomplished as follows:

- a. The position(s) to be eliminated shall be determined by the School Board by grade or by program, according to the best interests of the entire Hampstead School District.
- b. Reductions shall be accomplished first by attrition, resignations and/or retirements.
- c. The schedule for release of personnel shall be district-wide. Personnel shall be released irrespective of prior position held, in reverse order of seniority within the Hampstead School District, EXCEPT:
  1. When no available member with greater seniority in the Hampstead School District is certified for a position which would be retained, but vacated, by the departure of the less senior member.
  2. When a member scheduled for release would be replaced in his/her position by a more senior member with certification but without recent experience in that certification area. In such cases, the less senior member will be retained unless there is more than three years difference in seniority.
- d. Seniority, as used in this section, refers to years and months of professional certified employment within the Hampstead School District. A member's employment shall be considered to have started on September 1st of the year in which s/he was first

employed if that was for the full school year, and on the actual start date if the member started during a year. Members who work less than full-time will accrue seniority prorated to their amount of employment. In cases in which individuals have the same number of years and months of employment, seniority shall be determined by lot. The seniority list will be updated annually, in January, by the Superintendent. The Association President shall receive a copy of the seniority list prior to Feb. 1.

- e. Recall - A recall list of those members who have passed their probationary period shall be maintained until at least the start of the second school year following the release.
  - 1. Openings which may occur within the District during that period will be offered to individuals on the recall list, in inverse order of release, again subject to certification and experience as described above. This shall include any long-term substitute position.
  - 2. Members who decline a position under this provision shall not lose recall status unless they request in writing that their names be removed from the recall list.
  - 3. Members on the recall list shall be responsible for notifying the Superintendent in writing of any change of address. Failure to so notify the Superintendent may constitute loss of recall status.
  - 4. A member must respond within fourteen (14) calendar days to any recall notice; except between August 15 and September 15, a member must respond within seven (7) calendar days. The Association President, with Association approval, may approve a shorter time period in case of an emergency.
  - 5. New employees will not be rehired for any vacancy while there are laid-off certified members available and willing to fill those positions.
  - 6. A teacher who bumps another teacher under Section III (4) shall return to the position from which he/she bumped if said position is vacant and the bumped teacher wishes to exercise his/her recall rights.
- f. Seniority - Members released under this policy and who are recalled within the recall period shall retain all accrued seniority and retain all rights under the law accruing to their experience.
- g. Association Notification - Whenever a reduction in force appears probable, the President of the Association will be notified in writing by the Board. A meeting shall take place between representatives of the Board and the Association prior to any public notice of such reduction being released by the Board.

## **SECTION 5 - JOB TRANSFERS**

Members in the bargaining unit will be considered for a job transfer into any newly created position or opening due to someone leaving the position.

- a. All vacancies in the District will be posted in each school's office and teachers' room for at least two (2) days. A written notice will be sent to the Association President prior to the posting of the position.
- b. Any member wanting to pursue a job transfer must state their interest in writing to the Superintendent of Schools. This may be prior to or upon posting of the position.
- c. All members requesting a job transfer will be given due consideration, including an interview for the position, if he/she has the proper certifications necessary for the position.
- d. All members that interview for a position will be given written notification of appointment disposition.

### **SECTION 6 - JOB SHARING**

Members wishing to share a position will present a detailed, complete written proposal by April 1 to the building principal for approval, with copies to each team member.

- a. Final decision will be given in writing on or before May 1, by the Superintendent and the Principal. Approval is for one year only, but renewable by written application.
- b. Salary, benefits, Hampstead Experience Differential and seniority issues will be prorated in the proposed plan.
- c. Members requesting job sharing positions must be certified in the appropriate areas for the position.
- d. Job share members who are beyond the probationary period will get the first option at any full-time position, which becomes available.
- e. When the job share is discontinued, the member that originally held the position shall have the right to return to full-time status if the position still exists. The second member shall have the right to the position if it still exists, if the first member declines the position.
- f. The administration's decision is not subject to the grievance procedure.

### **SECTION 7 - HIV/AIDS CONFIDENTIALITY**

A member who has HIV/AIDS shall be allowed and encouraged to work as long as his/her condition allows, as with any other disabling illness.

- a. Any infected member is encouraged to notify the Superintendent or Principal. With written permission, the Superintendent or Principal may inform the school nurse or any employee in any building where the employee works.
- b. The infected member is entitled to remain at work as long as the member is able to adequately perform the job. This decision must be legally, educationally and ethically sound for both the member and the District.



1. This decision is subject to current supporting written medical opinion supplied by a medical doctor selected by the member. The doctor must be familiar with the member's case and must consult with an active certified school administrator, selected by the member.
  2. If the District questions the decision, the decision will be reviewed by a committee consisting of the member, an advocate chosen by the member, local school district officials and officials from the local or state health departments.
- c. The District shall not discriminate against the infected member without cause.
- d. When the infected member's health no longer permits the member to perform the duties of his/her job, the member shall be entitled to use any medical leave and retain eligibility for all medical and other work-related benefits as provided for any school employee with a long-term disabling condition.
- e. Any member of the Board or Administration that becomes aware that a member has become infected by HIV/AIDS shall keep all information absolutely confidential, except as necessary for legal or medical consultation with the prior knowledge of the member. Any breach of confidentiality is subject to appropriate legal action by the member and the Association.
- f. HIV/AIDS testing shall not be a condition of employment.

## **ARTICLE IV - GRIEVANCES**

### **SECTION 1 - PURPOSE OF GRIEVANCE**

This Article provides for an orderly and sole procedure for the processing of Individual, Board and Association grievances pertaining only to the interpretation or application of express provisions of this Agreement. The grievance process shall not apply, and the Board's decision shall be final and binding, as to the following matters: (1) any matter for which a specific method of review is prescribed by law; (2) any rule or regulation by the State Department of Education; (3) any by-law of the School Board pertaining to its internal organization; (4) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; (5) a complaint by an employee which arises by reason of his or her not being re-employed; (6) a complaint by an employee occasioned by appointment to, lack of appointment to, retention or lack of retention in any position for which "tenure" is not possible or not required.

### **SECTION 2 - REFLECTION ON GRIEVANT**

The Board and the Association recognize and endorse the importance of bringing grievances to light and adjusting them promptly. The initiation of a grievance in good faith by an individual will not cause any reflection on that member's standing with the Administration or loyalty and desirability to the District, nor will the grievance be considered as a reflection on the Administration or the Board.

### **SECTION 3 - GRIEVANCE INITIATION TIME LINES**

A grievance to be considered under this procedure must be presented to the second party within twenty (20) school days of its occurrence, or within twenty (20) school days of when the first party should have reasonably known of its occurrence. Once the grievance is being considered, the failure of the aggrieved party to appeal a decision, or lack of decision, rendered at a given step in the procedure to the next step within the specified time limit constitutes explicit acceptance of the decision and is a waiver of further appeal of said decision.

#### **SECTION 4 - INDIVIDUAL GRIEVANCE**

- a. The following grievance procedure applies to individual members. Each party will bear the costs incurred by itself. Any member shall be assured freedom of restraint, interference, coercion, discrimination, or reprisal in presenting a grievance.
- b. Level One - Informal Discussion: An individual shall discuss the grievance with the appropriate Building Principal or Director (as applicable) in an attempt to resolve the matter.
- c. Level Two - Principal: If the Individual is not satisfied with the results of Level One above, the Individual may continue with a Level Two formal meeting. The meeting will include the individual, the appropriate building Principal, and, if requested by the individual, an Association Representative. The individual must present the completed form Appendix B, within five (5) school days of the Level One Informal discussion. The completed form must be presented to the Association and the appropriate Principal. The Principal must render a decision within five (5) school days of the meeting.
- d. Level Three - Superintendent: If satisfactory settlement has not been reached at Level Two, the individual shall present the grievance to the Superintendent within five (5) school days of the Principal's Level Two decision. The written grievance on Appendix B shall contain the details of the complaint and the corrective action desired by the individual. It must also give the date of the Level One informal discussion, as well as the date and substance of the Level Two decision. The Superintendent will meet with the Principal, the individual, and, if requested by the individual, a representative of the Association, in an attempt to resolve the grievance. A written decision will be given to the individual within five (5) school days of the meeting.
- e. Level Four - School Board: If satisfactory settlement has not been reached at Level Three, the individual has five (5) school days after the Superintendent's decision to submit the grievance on form Appendix B to the Board for resolution. The Board shall meet with the Superintendent, the individual, and, if requested by the individual, an Association Representative, not less than five (5) nor more than (10) days after receipt of the request. A decision must be rendered in writing by the Board within five (5) school days of the meeting.
- f. Level Five - PELRB: If satisfactory settlement has not been reached after Level Four above, the individual may submit the grievance to the PELRB under RSA 273:51H; 273:A6. The PELRB will respond under its authority given by law.

#### **SECTION 5 - ASSOCIATION GRIEVANCE**

- a. The following grievance procedure applies to an Association grievance. Each party will bear the costs incurred by itself. The Association will notify any employee affected by an association grievance prior to the submission of the grievance.
- b. Level One - Informal Discussion:  
The Association President shall discuss the grievance with the appropriate Building Principal or Director (as applicable) in an attempt to resolve the matter.
- c. Level Two - Principal:  
If the Association is not satisfied with a decision from Level One above, it may initiate the formal grievance procedure with the appropriate Building Principal. The Association must present the grievance in writing on the completed form Appendix B. The completed form must be presented to the appropriate Principal and the Principal must meet with the Association President or designee within five (5) school days. The Principal must render a decision within five (5) school days of the meeting.
- d. Level Three - Superintendent: If satisfactory settlement has not been reached at Level Two, the Association shall present the grievance to the Superintendent within five (5) school days of the Principal's Level Two decision. The written grievance on form Appendix B shall contain the details of the complaint and the corrective action desired by the Association. It must also give the date of the Level One informal discussion, as well as the date and substance of the Level Two decision. The Superintendent will meet with a representative of the Association in an attempt to resolve the grievance. A written decision will be given to the Association within five (5) school days of the meeting.
- e. Level Four - Board Chairperson:  
If satisfactory settlement has not been reached at Level Three, the Association President shall present the grievance on form Appendix B to the Chairperson of the Board, within ten (10) school days, the President of the Association and the Chairperson of the Board shall meet to draw up a proposal to resolve the grievance. Both parties shall receive the written proposal no later than ten (10) school days following the meeting. If either party is not satisfied with the proposal, the President of the Association and the Chairperson of the Board shall meet two or more times to further attempt resolution of the grievance.
- f. Level Five - Board:  
If satisfactory settlement has not been reached, the Association President or designee will present the grievance on form Appendix B to the full Board within ten (10) school days after the third meeting. The Board will render a written decision within five (5) school days.
- g. Level Six - PELRB:  
If satisfactory settlement has not been reached after Level Five above, the Association may submit the grievance to the PELRB under RSA 273-A:5 I (h) and RSA 273-A:6. The PELRB will respond under its authority given by law.

## **SECTION 6 - BOARD GRIEVANCE**

- a. The following grievance procedure applies to a board grievance. Each party will bear the costs incurred by itself. The Board will notify any member affected by a board grievance prior to the submission of the grievance.
- b. Level One - Informal Discussion:  
The Board Chairperson shall discuss the grievance with the Association's President in an attempt to resolve the matter.
- c. Level Two - Association President:  
If satisfactory settlement has not been reached at Level One, the Chairperson of the Board shall present the grievance on the completed form Appendix B to the President of the Association. Within ten (10) school days, the President of the Association and the Chairperson of the Board shall meet to draw up a proposal to resolve the grievance. Both parties shall receive the written proposal no later than ten (10) school days following the meeting. If either party is not satisfied with the proposal, the President of the Association and the Chairperson of the Board shall meet two or more times to further attempt resolution of the grievance.
- d. Level Three - Association Executive Board:  
If satisfactory settlement has not been reached after the third meeting, the Board's representative or designee will present the grievance on form Appendix B to the Executive Board of the Association within ten (10) school days. The Association's Executive Board will render a written decision within five (5) school days.
- e. Level Four - PELRB:  
If satisfactory settlement has not been reached after Level Three above, the Board may submit the grievance to the PELRB under RSA 273-A:5 I (h) and RSA 273-A:6. The PELRB will respond under its authority given by law.

## **SECTION 7 - GRIEVANCE SUBSTANTIATION**

At each and every step of the grievance procedure, the individual, the Board and the Association may call a reasonable number of witnesses, and, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws or regulations, for the purpose of substantiating the contentions of claims of the parties.

## **SECTION 8 - GRIEVANCE DEFINITION OF DAYS**

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the grievance procedure prescribed in Article IV, Sections 3, 4, 5, and 6 shall be followed, except for substituting "Central Office working days" for "School Days".

## **SECTION 9 - GRIEVANT REPRESENTATION**

- a. A grievant must be present at all levels of the grievance procedure. At the grievant's option, after Level One, a representative of the Association or an independent third party may be present to represent the member.

- b. When an individual is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the written grievance to the Principal at Level 2 or any higher level, be notified by the Principal, in writing prior to all hearing sessions concerning the content of such grievance and shall receive a copy of all decisions rendered. The Association shall have the right, when it is not actively representing a grievant, to present its position in writing relevant to said grievance.

## **ARTICLE V - LEAVE**

### **SECTION 1 - LEAVE ACCRUAL**

Each full-time member shall accumulate paid leave for use in case of illness, disability, medical or legal appointment, family obligation, or emergency event at a rate of 1.4 days per school calendar month, to a maximum of fourteen (14) days per year. This benefit shall accrue on the first day of every calendar month commencing on September 1 and continuing through June 30 of each year. Members working less than full-time shall have their leave accrual prorated.

### **SECTION 2 - USE OF LEAVE**

Except in emergencies, or the illness of the member or the member's spouse, child, parent, or member of household, written request for leave days should be made to the Principal or Superintendent at least two (2) days before such leave occurs. Leave days shall not be used for recreational purposes and may not be taken on the day immediately preceding or the day immediately following a vacation or holiday, except with the approval of the Superintendent or designee.

### **SECTION 3 - LEAVE ACCUMULATION**

Leave shall be accumulated to the following maximum:

- a. For contracts of 189 days or more: 120 days for all members hired before July 1, 2009. All members hired after July 1, 2009 will accumulate to 110 days.
- b. For contracts of fewer than 189 days: a quantity prorated from the numbers established in (a) above.

### **SECTION 4 - MAXIMUM LEAVE**

The maximum paid leave granted to a member at a given time is equal to the sum of the accumulated leave from previous contract years, plus the number of accrued days during the current year. A member may petition the Superintendent to advance leave days.

### **SECTION 5 - EXCESS LEAVE DAYS**

Leave days taken in excess of the maximum defined in Section 3 shall be deducted from the member's salary at the prescribed pro rata daily rate and deducted from the next paycheck.

### **SECTION 6 - RETIREMENT LEAVE DAY REDEMPTION**

Upon legal retirement, members eligible for the NH Retirement System and with ten years of Hampstead District service will be paid a lump sum equal to fifty dollars (\$50) multiplied by the number of accumulated leave days, consistent with Article V Section 2. This payment will be made no earlier than June 15 and no later than August 31 following retirement.

#### **SECTION 7 - ANNUAL LEAVE DAY REDEMPTION**

- a. Members who have accumulated the maximum number of leave days will continue to accrue days during the school year, in accordance with Article V, Section 1, which may be used during that year. Any such days remaining at the end of the school year will be redeemed at fifty dollars (\$50) multiplied by the number of accumulated leave days beyond maximum, as defined in Section 2. The payment will be made in September for the preceding school year to members who are returning the following year or who have provided timely notice of resignation.
- b. Notice of resignation as required in paragraph (a) above, shall be considered "timely" if it is received by the deadline for return of a signed contract for the following year. The Superintendent may waive this requirement in emergency circumstances.

#### **SECTION 8 - SICK BANK**

- a. A sick bank will be established and maintained for the benefit of any member who suffers a medical condition, physical or mental, which causes the member to be unable to perform contractual obligations for a period of twenty (20) contract days or more.
- b. Establishment of the Bank: The bank was established at the beginning of the 1995-1996 school year with one (1) day from each member of the bargaining unit. Each member added after that date will be assessed one (1) leave day from the member's accrual or accumulation, taken no earlier than during the second year of membership. Unused sick bank days will carry over to succeeding years. In the event the bank is depleted, one (1) additional sick bank day will be taken from the leave accrual or accumulation of each member working 51% or more. Each assessment of any member working 50% or less will be half a day.
- c. The use of the sick bank is intended for those members who have a long-term illness, which results in the exhaustion of accumulated leave days. In no case shall any days be awarded from the sick bank be utilized when a member has leave days available. Any days awarded from the sick bank which are not utilized at the time and for the purpose which they were granted shall be returned to the sick bank.
- d. Management of the sick bank will be vested in a Sick Bank Committee consisting of the HEA president, an Association member, the Superintendent of Schools or designee, and a designated School Board member. Members will petition the committee for sick days from the bank. The member is required to show proof of illness. All decisions by the Sick Bank Committee will be by a simple majority vote of the committee, subject to one appeal by the petitioner.

- e. A member may be awarded up to a maximum of ninety (90) days minus the petitioning member's accumulated leave days. In any one year the Committee will not award more than one hundred and eighty (180) days.

## **ARTICLE VI - PERSONAL & PROFESSIONAL ABSENCES**

### **SECTION 1 - BEREAVEMENT DAYS**

The following days may be authorized by the Superintendent or designee under the conditions described:

- a. An employee shall be granted bereavement absences with pay because of death in the immediate family. Normally two (2) days will be granted per bereavement. An employee's immediate family shall be considered as husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and other persons residing in the same household as the employee.
- b. An employee shall be granted absences with pay because of the death of uncles, aunts, nieces and nephews, not to exceed one (1) day per bereavement.
- c. In unusual circumstances the Principal, with the approval of the Superintendent, is authorized to grant additional bereavement days or bereavement leave for individuals not listed above.

### **SECTION 2 - NEA-NH DELEGATE**

Two designated delegates of the Association will be allowed one (1) day leave-of-absence, each, to attend the State Educational Association's delegate assembly. The Superintendent may authorize, in advance, additional Association business days, provided the Association agrees to pay the substitute(s).

### **SECTION 3 - PROFESSIONAL LEAVE**

Absence of the members for professional purposes is recognized by the Board as advantageous to the District and the Superintendent is authorized to grant said leave at his discretion.

### **SECTION 4 - WRITTEN REQUEST FOR LEAVE**

Written application shall be made to the Principal or Superintendent at least two (2) days before taking any Article VI leave, except in emergencies, stating the reason and expected duration of the absence.

## **ARTICLE VII - LEAVES-OF-ABSENCE**

The following leaves of absence apply to members with at least two (2) years of service in the district who work 51% or more. Members requesting leave under the following provisions shall submit their applications in writing to the Board. If granted, the Board

shall send written notification to the member of the type and duration of the approved leave.

### **SECTION 1 - UNPAID LEAVE**

An unpaid leave-of-absence of one contracted year or less may be granted to any member, upon approval of the Board, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; cultural, travel or work programs related to their professional responsibilities; or to study at a recognized college or university provided that:

- a. The sum of the members on leave shall not exceed five percent (5%) of the members or one (1) member per building, whichever is greater.
- b. A member requesting said leave state his/her intention to return to the school system no later than May 1 of the leave-of-absence year.

### **SECTION 2 - SABBATICAL LEAVE**

- a. Sabbatical leave for approved full-time study, or for other approved educational activities directly relating to one's professional assignment, will be available to one (1) member every other year, providing the granting of such leave will not, in the opinion of the Superintendent and Board, impair the effectiveness of instruction within the educational system. Priority will be given to an applicant seeking a Master's Degree.
- b. To be eligible for sabbatical leave, a member shall have been employed in a professional capacity by the Hampstead School District for at least seven (7) consecutive years.
- c. Sabbatical leave may be granted for a maximum of one (1) school year at fifty percent (50%) rate of pay, or for one-half (1/2) the school year at seventy-five percent (75%) rate of pay, provided the recipient is enrolled in a full-time (at least 12 graduate credits) approved program, using the salary step at the time of the request on the salary schedule in effect at the time of the leave. Payment for members on sabbatical leave will be biweekly and distributed in accordance with current payroll procedures. Insurance benefits consistent with ARTICLE X of this contract, will be allowed, but other benefits, including course reimbursement, will not. The Superintendent of Schools reserves the right to request status reports on the success of the program at any time.
- d. An eligible member desiring to apply for sabbatical leave shall file a preliminary request for sabbatical leave and a plan for the use of such leave with the Superintendent and the School no later than December 1 of the preceding year. A final request for sabbatical leave, including specific details of the program, shall be filed no later than March 1 of the calendar year in which the sabbatical leave is to commence.
- e. Upon completion of the sabbatical leave, the Superintendent and the School Board may require the member to complete a written report describing the manner in which the leave was used and the educational value received there from.
- f. Any member to be granted a sabbatical leave shall contract with the Superintendent and the School Board that upon the termination of such leave, the member shall return to



service in the Hampstead School District for a minimum period of twice the length of the leave, or return to the District the full cost of the sabbatical upon resignation.

- g. Upon return from sabbatical leave, the member shall:
  - 1. Be placed on the next higher salary level than prior to the sabbatical leave.
  - 2. Be returned to the same position held at the time the leave commenced, if available, or, if not available, to an equivalent position insofar as this is possible.
- h. The returning member will not qualify for another leave until that member has served a period of seven (7) consecutive years after returning to service.

### **SECTION 3 - CHILDBEARING LEAVE**

Childbearing leave of up to one (1) year shall be granted without pay or other benefits. The member shall request such leave in writing to the Superintendent not later than four (4) months in advance of the expected date of delivery as noted by the attending physician. The request shall include:

- a. the expected date of commencement of leave
- b. the expected date of delivery
- c. the expected date of the return to employment.

For definition purposes, the commencement of the childbearing leave will be consistent with the last day of work before the leave.

Members, upon written request, including a doctor's certification of disability with dates, may use accumulated leave days for the period of disability surrounding delivery.

A member who is pregnant may continue in active full-time employment until as late into the pregnancy as desired, provided, in the judgment of the Superintendent, she is able to properly perform all of her teaching duties. Written approval from her attending physician to continue may be required. Return from childbearing leave must coincide with the start of one of the four quarters of the school calendar, unless an alternate date has been mutually agreed upon by the building principal and the member. Any change in the date of return shall require ninety (90) days notice and Superintendent approval and may require written approval of the attending physician.

Once the leave has expired, the District will provide job placement in either the same position or a similar position or in a position in which the member is certified.

Members with non-probational status will be advanced to the next step on the salary scale provided they have worked more than 90 student contract days. A probational member may be advanced with 90 days or more student contact days. Probational is defined by RSA: 189:14a.

Members already enrolled in the District medical program will be continued in that program through the calendar month following the month they cease to be a full-time member. Beyond this, members may elect to continue health, dental, and life insurance coverage at their own expense during the term of their leave. Members electing to do so will be subject to rules, regulations, and rates as determined by the carrier at the time.

#### **SECTION 4 - CHILD REARING, PATERNITY FOSTER & ADOPTED CHILDREN, AGING PARENT LEAVE**

Child rearing leave of up to one (1) year shall be granted without pay or other benefits providing:

- a. The member will request such leave in writing to the Superintendent three (3) months in advance of the expected leave date. As much notice as possible will be given by the employee for acceptance of foster children or the adoption of children.
- b. Return from child rearing leave must coincide with the start of one of the four quarters of the school calendar, unless an alternate date has been mutually agreed upon by the building principal and the member.
- c. Members may elect to continue the group health, dental and life insurance coverage at their own expense, during the term of their leave.

#### **SECTION 5 - JURY DUTY LEAVE**

A paid leave-of-absence shall be granted to any member who is summoned to serve in a petit or grand jury. The District's liability will be equal to the difference between the member's pro rata daily rate, less the Court's jury duty pay. It is the duty and responsibility of the member to notify the Superintendent as soon as the court summons is received, and, while in service, to obtain and furnish weekly to the Principal, the Court Clerk's pay affidavit, stating the dates served and the compensation received.

#### **SECTION 6 - ARMED FORCES LEAVE**

A leave-of-absence shall be granted to any member who is summoned to serve in active duty in the Armed Forces of the United States, as follows:

- a. For periods in excess of ten (10) school days, the member will be granted unpaid leave equal to the required length of service. The District shall offer the member a contract for a professional position at the expiration of such leave and the member has ninety (90) days to accept or decline the contract. At the end of ninety (90) days the District's obligation terminates.
- b. For periods not exceeding ten (10) school days, the member shall be granted paid leave to the required length of service. The member's current contract shall remain valid and the District's liability will be equal to the difference between the member's pro rata daily rate, less the military compensation.

In either case, it is the duty and responsibility of the member to notify the Superintendent of the impending leave as soon as official notification is received. No military leave in

excess of ten (10) school days shall be credited to the member's length of service to the district for purpose of determining placement on the salary schedule step.

## **SECTION 7 - LONG TERM MEDICAL LEAVE**

Long-term unpaid medical leave of absence may be granted by the Superintendent with documentation of disability of self, child, spouse or parent for the remainder of the school year, plus one year. Notice of return must be submitted three (3) months in advance of the expected date of the return and the return must coincide with the beginning of a semester.

## **SECTION 8 - RETURNING FROM LEAVE**

Members returning from leaves-of-absence will be assigned to their previous position, or a substantially similar position. Should neither of the above conditions be met, the member may accept any other position offered by the Board or resign from the faculty without prejudice.

# **ARTICLE VIII - PROFESSIONAL COMPENSATION**

## **SECTION 1 - SALARY SCHEDULE**

a. The salary schedules for full-time members hired during the period covered by this agreement are in Appendix A. Such salary schedules shall remain in full force and effect during the term of this Agreement.

b. The base salary of any member working full-time, employed by the District during the previous year at any step below "MAX" shall be increased over his or her prior year's base salary by the following amounts:

for the 2009-2010 school year: 2% + \$400  
for the 2010-2011 school year: 2.25% + \$400  
for the 2011-2012 school year: 2.25% + \$600  
for the 2012-2013 school year: 2.5% + \$600.

c. The base salary of any member working full-time, employed by the District during the previous year at the "MAX" step or beyond shall be increased over his or her prior year's base salary by the following amounts:

for the 2009-2010 school year: 2%  
for the 2010-2011 school year: 2.25%  
for the 2011-2012 school year: 2.25%  
for the 2012-2013 school year: 2.5%

d. The base salary amounts for members working less than full-time will be prorated from the amounts specified in part (a), (b), or (c) above.

## **SECTION 2 - STEP AND TRACK PLACEMENT**

- a. Steps for Members - All members will be placed on an appropriate step of the salary schedule, determined by the member's number of years of professional experience in education.
- b. Additional steps may be given in the placement of members after mutual agreement between the Superintendent and the President of the Association. Such placement shall be determined by:
  1. The member's number of years as an educator.
  2. The member's number of years in a related professional position. The Superintendent will determine if any related experience will be considered, and if so, how many steps are its equivalent.
  3. Exceptions will be allowed in critical shortage areas identified by the Superintendent or the NH State Department of Education. Steps granted for this exception will not exceed those for an additional two extra years of experience. The Association must be notified in writing of all exceptions, within five days of appointment by the Board.
- c. Track Placement – All members will be placed in the appropriate track on the salary schedule. The amount of education will determine the track:
  1. First Track = School Nurses, COTA
  2. Second Track = Bachelor's Degree with fewer than 15 additional graduate credits.
  3. Third Track = Bachelor's Degree with at least 15 additional graduate credits and fewer than 30 additional graduate credits.
  4. Fourth Track = Bachelor's Degree with at least 30 additional graduate credits.
  5. Fifth Track = Master's Degree with fewer than 15 additional graduate credits.
  6. Sixth Track = Master's Degree with at least 15 additional graduate credits and fewer than 30 additional graduate credits.
  7. Seventh Track = Master's Degree with at least 30 additional graduate credits and fewer than 45 additional graduate credits.
  8. Ninth Track = Master's Degree with at least 45 additional graduate credits and fewer than 60 additional graduate credits.
- d. Step Movement - All members will gain one step after completion of a year in the District, until they have reached the maximum step on the schedule.
- e. Advanced Education Stipend – Any member who has attained a Doctorate or at least 60 graduate level credits beyond a Master's Degree will annually receive an additional payment of \$1,000.

- f. Track Movement – A member must notify the School District and provide official transcripts by August 1 for a track movement to be effective for the first semester of the contract year. A member must provide notice to the School District and provide official transcripts by December 1 for the track movement to be effective for the second semester. Midyear advancement will begin with the pay period covering February 1.

Teachers who earn a Master’s Degree shall carry with them all previously earned graduate credits that are not applied to the Master’s Degree.

A maximum of one track advancement per contract year will be allowed.

### **SECTION 3 - PRORATION OF SALARY**

Members working other than full-time will receive a salary prorated from the amount that member's step and track placements would provide for a full-time position. Pro rata daily rates shall be computed as follows:

$$\frac{\text{Schedule Amount for Full-Time Member}}{\text{Number of Full-Time Contract Days}} = \text{Pro Rata Daily Rate}$$

### **SECTION 4 - DIVISION OF SALARY**

- a. In June of each year, the Association President and the Superintendent of Schools will decide whether there will be twenty-one (21) or twenty-two (22) pay periods in the following school year.
- b. Members may elect to receive professional compensation according to one of the following two (2) options:
  - 1. The member’s contracted salary will be divided by 26, and the first 20 (or 21) payments, each of 1/26 of the total, will be paid beginning on the first Friday following student contact, in the regular School District payroll cycle and shall continue in the regular School District payroll cycle. The final payment 6/26 (or 5/26) will be paid on the regularly scheduled payroll Friday following the final day of the work year.
  - 2. The member’s contracted salary will be divided into 21 (or 22) equal payments to be paid beginning on the first or second Friday following the first scheduled day of work. The first payday will be selected to agree with the SAU office's pay period. The final payment shall be paid on the regularly scheduled payroll Friday following the final day of the work year.

### **SECTION 5 – HAMPSTEAD EXPERIENCE DIFFERENTIAL**

- a. Full-time members who have prior full-time experience in the Hampstead School District (as a member of the bargaining unit) shall receive a separate Hampstead experience differential payment of \$100 for each year of prior experience in the District.
- b. The amount of the Hampstead experience differential for part-time employees will be pro-rated.

- c. The payment will be made in the first paycheck in November following a completed year. An incomplete year will be treated as if completed if the employee was employed for 75% or more of that school year. Leaves of absence will not be counted as years of experience within the District. Teachers retiring under the provisions of the New Hampshire Retirement System shall receive payment prior to August 31.

## **SECTION 6 – CALENDAR**

- a. The work year will comprise 190 days (189 days for returning members with greater than one full year of District seniority):

One hundred eighty (180) - Student Contact Days

One (1) Opening Day for Teachers - the day will be used according to the needs of the member (i.e. room preparation, planning, etc.) The administration may schedule no more than one hour of meetings.

One (1) Opening Day for Administration - the day will be scheduled by the Administration.

One (1) Administration day for members with less than one full year in the district.

One (1) Parent Conference Day - scheduling of this day may vary from member to member and will be jointly determined by the Principal and the individual members in order to best serve the needs of students, parents and staff.

Four (4) In-service/curriculum/team/parent meeting days as determined by the Administration, at least one of which must be scheduled at the end of the school year.

One (1) Instructional Conference/Workshop Day or, at the teacher's request, an activity approved in advance by the Principal.

One (1) Flex Day - one unassigned day each year for the teacher to do school related work in the buildings or, with prior permission of the principal, an activity outside the building.

- b. The Board invites written input from the Association in the setting of the school calendar and agrees to provide a three-week prior notice of the date that the calendar will be decided for the ensuing year.

- c. Year Round School

If the school district changes the school year to a year-round school format, any necessary revisions to the master agreement will be negotiated by the Association and the Board. No member will be required to work longer than is defined in this agreement.

- d. Open House

Members will attend the annual Open House each school year. The Open House is an evening commitment that will not exceed two (2) hours. A member may decline to participate in more than one Open House per year.

## **SECTION 7 - COMMITTEE WORK**

- a. It is reasonable to expect each member to serve on at least one (1) full year or two (2) part year committees per year as part of the job function. A member may decline to serve on a particular committee. Committee work taking place outside the normal student day should not exceed three (3) hours per week.

## **ARTICLE IX - EXTRA CURRICULAR ACTIVITIES**

### **SECTION 1 - COACHES AND ADVISORS STIPEND**

- a. Coaches - When filled by members of the unit, the coaching positions for the following Middle School Athletic teams will receive compensation at the following rates:

Athletic Dir.	\$3,100
Soccer (Girls)	\$1,600
Soccer (Boys)	\$1,600
Cross Country (Girls)	\$1,600
Cross Country (Boys)	\$1,600
Field Hockey	\$1,600
Basketball (Boys)	\$1,750
Basketball (Girls)	\$1,750
Cheerleading	\$1,700
Baseball	\$1,600
Softball	\$1,600
Track	\$1,600
Golf	\$1,600
Assistant Coach	\$1,100
Second Team (Any Sport)	\$1,100
Intramural Volleyball	\$1,200

- b. If a new sport is added to the Middle School Athletic Program, the Association and Board will negotiate the coaching stipend before the applications are accepted for the position.
- c. Extracurricular Advisors - The advisors for the following activities will receive compensation at the following rates (full compensation requires a sustained membership of 10 or more students except for DI Teams and Robotics):

NJHS	\$400
DI Coordinator	\$500
DI Faculty Coaches	\$800 (To be evenly divided among coaches)
8th Grade	\$1,000 (To be evenly divided among the advisors)
Yearbook	\$1,100
Student Council HCS	\$500
Student Council HMS	\$900
Musical	\$1,600
Jazz Band	\$600
Drama/Theater	\$500
Robotics Club	\$500
Invention Convention	\$250

On-The-Scene Video Club \$500  
Newspaper/Literacy Club \$500

## **SECTION 2 - STIPEND PROCEDURE**

The member shall receive compensation as follows:

- a. Members in the coaching positions covered in Section 1 (a) above may elect to receive payment in one lump sum at the end of the coaching season, or in equal installments, as part of the bi-weekly pay. Members will be paid in one lump sum at the end of the appropriate season unless the other option is requested in writing to the Superintendent of Schools at least ten (10) working days prior to the first payroll of the school year (September).
- b. Members in the advisors' positions covered in Section 1 (c) above will receive payment in one lump sum at the end of the school year, or after performance of the function.

## **SECTION 3 - APPLICATION FOR EXTRACURRICULAR POSITIONS**

The positions in Section 1 (a) will be open for application by all members of the unit each year. Priority for these positions will be given to members of the unit who do not hold another coaching or advisory position.

## **SECTION 4 - HOLIDAY PERFORMANCE STIPEND**

The music teacher will receive \$150 per day for weekend and holiday performance commitments to the Town of Hampstead performed at the request of the administration.

# **ARTICLE X - INSURANCE PROVISIONS**

## **SECTION 1 - INSURANCE PLANS**

The Board shall make available to each member the following insurances:

- a. MEDICAL INSURANCE – a choice among plans JW, Blue Choice New England, Blue Choice Three Tier, or Matthew Thornton Blue. For members hired after July 1, 2009, JW will not be a choice.
- b. DENTAL INSURANCE - Delta Dental Plan III: 100% coverage A, 80% coverage B; 50% coverage C.
- c. LIFE INSURANCE - an amount of \$15,000, or the equivalent of the member's contracted salary, to the nearest \$1,000, whichever is greater. The carrier of this insurance shall be mutually determined by the Association and the Board.
- d. DISABILITY INSURANCE – providing, after ninety (90) days of inability to work, 2/3 of the member's salary, up to a maximum of \$5,000 per month, as specified in the disability insurance policy. The carrier of this insurance shall be mutually determined by the Association and the Board.



e. Alternate carriers may be chosen by mutual consent of the Board and the Association.

## **SECTION 2 - PREMIUMS COVERAGE**

Subject to the limitations listed in Section 1 above, the District shall provide the following percentages of the premiums for each of the insurances for members that are employed 51% or more and are eligible under the designated carrier's rules:

### **a. MEDICAL INSURANCE**

For school year 2009-10 (Starting June 30, 2009):

<b>Plan</b>	<b>1-Person</b>	<b>2-Person</b>	<b>Family</b>
JW	85%	80%	80%
BCNE	90%	90%	90%
BC3T	90%	90%	90%
MTB 10IPDED	90%	90%	90%

Co-pay for any plan: \$10/\$50/\$75

\*The District and the Association will review and consider a \$20 co-payment option for the Blue Choice New England plan when available by the carrier.

### **b. DENTAL INSURANCE**

The District will pay the following percentages of the premium:

- 90% single membership
- 65% two-person membership
- 50% family membership

### **c. LIFE INSURANCE**

The District will pay 100% of the premium.

### **d. DISABILITY INSURANCE**

The District will pay 100% of the premium.

## **SECTION 3 - PRORATION OF BENEFITS**

For contracts of 51% or greater, benefits in Section 1 (a) and 1(b) will be prorated. Members that are employed 50% or less, may opt to join the same group insurances at their own expense, if eligible under the carriers' rules.

A school day is defined as eight (8) hours for insurance purposes.

## **SECTION 4 - RETIREE MEDICAL SUPPLEMENT**

The Board, upon written request, will annually provide members retiring after 1989 who are not receiving medical insurance from another employer a fixed sum for single or two-person medical insurance for the District's Health Insurance Plan, the State Retirement Health Insurance Plan or a Medical Insurance Plan of the retiree's choice as follows:

- a. Before Medicare Eligibility  
Subject to subsection (e) below each eligible retiree shall receive:  
Thirty-three hundred dollars (\$3,300) per year.
- b. After Medicare Eligibility  
Subject to subsection e below each eligible retiree shall receive:  
Sixteen hundred fifty dollars (\$1,650) per year.
- c. Retirement will be defined as recognized by the NH Retirement Board.
- d. To qualify for this benefit the member must have been employed at least ten (10) years in the Hampstead School District.
- e. Said fixed sum in sections (a) and (b) above shall not exceed the cost to the retiree of a single or, if eligible, a two-person plan.
- f. Retirees not part of the District sponsored health insurance plan will provide the following documentation each plan year, which is July 1 to June 30:
  - 1. Certification from health insurance carrier or spouse's employer stating subscriber's name, date of birth, social security number and covered dependents.
  - 2. Type of membership and monthly premium
  - 3. Percentage of employer contribution towards monthly cost
  - 4. Anniversary month of plan
- g. Medical supplement payments will be made directly to the retiree on a semi-annual basis: July and January, or when SAU Office receives documentation.

## **SECTION 5 - MEDICAL INSURANCE BUY OUT**

A member who chooses not to participate in the Medical Insurance plan shall receive a \$500 stipend per year. This payment shall be included in the last paycheck of the school year.

## **SECTION 6 – CONTINUATION OF BENEFITS**

Should an employee resign as of the close of the school in June, insurance coverage shall remain in effect at District expense according to the terms of Section 2 - Premiums coverage, through August 31 of the school year just completed or until the employee becomes eligible for coverage from another employer, whichever occurs first.

# **ARTICLE XI - PROFESSIONAL IMPROVEMENT**

## **SECTION 1 - COURSE REIMBURSEMENT FUNDING**

The District shall pay for courses taken by members. Subject to the limitations listed below, the District will reimburse a portion of fees as well as tuition for course work, provided that the total does not exceed the maximum of \$1,000 per course.

- a. This benefit is for members that work 51% or greater.

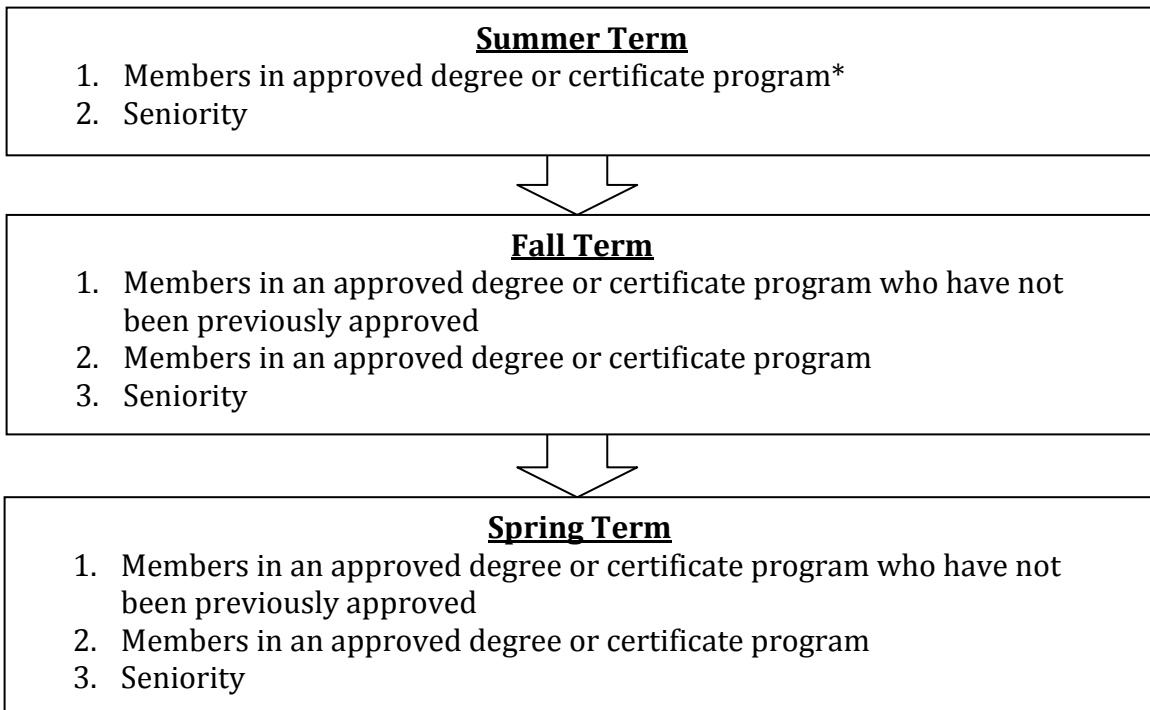
- b. The total sum will be at least \$60,000 per year.
- c. Upon request of a member, the District will prepay 50% of the course costs, up to \$500 per course, for course work approved by the Superintendent under Section 2, except for summer courses. This payment will be warranted no later than the second regular School Board meeting after the approval dates in Section 2 (b).
- d. Before receipt of the remainder of the course work reimbursement, the employee must provide official documentation showing the amounts of tuition and fees, and official transcripts with a B or better.
- e. The reimbursement check to the employee will be warranted no later than the second regular School Board meeting after such documentation has been submitted to the SAU.
- f. Each member requesting pre-payment of course monies will sign a form giving the District permission to deduct from the member's paychecks any prepaid monies, if the member fails to show proof of course completion within 30 days of the conclusion of the semester.
- g. The Principals may designate up to 20% of the pool of money for courses to be taken in areas of need. Such designated areas will be published to respective staff at least one (1) month before the dates listed in Section 2.

## **SECTION 2 - COURSE REIMBURSEMENT DISTRIBUTION**

- a. The total money available for each contract year will be distributed within each contract year as follows:
  - 50% available July 1
  - 75% available September 1
  - 100% available January 1
- b. Approval will not be given prior to these dates:
  - Summer term - June 1
  - Fall term - August 25
  - Spring term - December 2

Course approval decisions will not be given prior to these dates: Notification will be in writing to the member in a timely fashion. Members must present evidence of registration and cost of the course within fourteen (14) days of the first class session or the encumbrance will be made available to the other members of the bargaining unit.

- c. Applications for course reimbursement will be collected at the Superintendent's office until the first approval date for each term. On that day, applications will be arranged in accordance with the provisions of the flow chart below. Monies will be allotted for a single course, starting with the most senior member in an approved program. In the event of a tie, the member receiving approval first will be chosen by lot. If the money allows, reimbursement for a second course will be allotted for that term, again starting with the most senior member in an approved program.



\*Acceptance into a degree or certificate college program (examples: Master’s, CAGS, Reading Specialist Certificate). Members shall submit a letter of acceptance to the SAU office.

**SECTION 3 – PROFESSIONAL WORKSHOPS AND CONFERENCES**

The Board shall reimburse each member their actual costs for registration and travel to professional workshops or conferences related to their teaching area, up to two hundred dollars (\$200) per school year. The total amount available for this benefit will be \$12,000 per school year.

**ARTICLE XII - PAYROLL DEDUCTIONS**

**SECTION 1 - ALLOWABLE PAYROLL DEDUCTIONS**

Payroll deduction shall be made available to all members covered by this agreement for:

- a. Association dues - local, state, and national.
- b. Credit union payments.
- c. Savings program deposits.
- d. Insurance premium deductions limited to those premiums and policies stated in Article X of this Agreement.

**SECTION 2 - PAYROLL DEDUCTION PROCEDURE**

Payroll deductions will be made in twenty-one (21), twenty-two (22), or twenty-six (26) equal bi-weekly installments, dependent upon the salary payment program selected.

### **SECTION 3 - PAYROLL DEDUCTION PROVISIONS**

Any and all funds collected under the provisions of this Article will be paid to the designated recipients only after the monies have been actually received by the district. Under no circumstances is the District obligated to release funds in anticipation of receipts.

## **ARTICLE XIII - LUNCH AND PLANNING PERIODS**

### **SECTION 1 - LUNCH PERIOD DEFINITION**

Every member who works more than five (5) consecutive hours in any school day shall be entitled to a continuous, duty-free lunch or eating period of thirty (30) minutes duration, as prescribed in RSA Chapters 298 and 275:30a. The members are free to leave the school building during their lunch; except that nurses may leave during lunch providing alternative emergency care is available.

### **SECTION 2 - LUNCH PERIOD ASSIGNMENT**

The Principal has the right and shall assign individual member's lunch periods.

### **SECTION 3 - PLANNING PERIOD**

The Building Principal will attempt to schedule each member forty (40) minutes of planning time during each student day.

### **SECTION 4 - LUNCH & PLANNING PERIOD PROVISIONS**

The parties agree that this Article neither abrogates nor substantially modifies the statutory right of the Board to assign members as the public need dictates.

## **ARTICLE XIV – RETIREMENT**

### **SECTION 1 – RETIREMENT INCENTIVE**

The Board will offer a retirement incentive to as many as five (5) members per year. The Board may offer an incentive to more than five (5) members but is under no obligation to do so to more than five (5) members.

- a. Members who have at least fifteen (15) years of service in the Hampstead School District, and who are at least fifty-five (55) years of age and eligible for retirement under the New Hampshire Retirement System, may be eligible for a retirement incentive.
- b. A member desirous of obtaining a retirement incentive shall submit to the Superintendent written notification of intention to retire, no later than February 1 of the last full year of employment. Exceptions to this deadline may be made for hardship, emergency, or unforeseen circumstances, at the sole discretion of the Hampstead School Board.

- c. In the event of retirement notice being received from more than five (5) members, eligibility for the incentive shall be determined by seniority. Members who would not be granted the incentive will be allowed to withdraw their notice if they so desire.
- d. In the event of changes in the requirements or benefits of the State's retirement program occurring after February 1, members may withdraw their notice prior to May 30 without prejudice.
- e. The retirement incentive shall be equal to one and a half percent (1.5%) of the employee's final year salary multiplied by the number of years of employment by the Hampstead School District, up to a maximum of thirty percent (30%) unless that amount, together with any other payments associated with the member's retirement, would result in total compensation sufficient to exceed the one hundred twenty-five percent (125%) rule of NH RSA 100-A:16 IIIa. In such case, the retirement incentive will be reduced to an amount that would not exceed that rule.
- f. The member's retirement date will coincide with the end of a school year unless otherwise approved by the Board. The retirement incentive will be paid as a lump sum, no later than August 15 following the retirement date.

**ARTICLE XV - CONFORMITY TO LAW - SAVING CLAUSE**

**SECTION 1 - CONFORMITY TO LAW**

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

**SECTION 2 - SAVING CLAUSE**

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

**ARTICLE XVI - DURATION**

This Agreement and each of its provisions shall be effective from July 1, 2009 and shall continue in full force and effect until June 30, 2013.

Signed:

Signed:

\_\_\_\_\_  
Elizabeth A. Smith, President  
Hampstead Education Association

\_\_\_\_\_  
Dr. Sarah Finne-Sandler, Chair  
Hampstead School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

Proposed Schedules:

### YEAR 1

STEP	RN(95%)	B	B+15	B+30	M	M+15	M+30	M+45
1	33,623	35,392	37,142	38,892	40,392	42,059	43,725	45,392
2	34,295	36,100	37,885	39,670	41,200	42,900	44,600	46,300
3	35,177	37,028	38,824	40,611	42,242	44,056	45,868	47,681
4	36,107	38,007	39,815	41,604	43,336	45,262	47,187	49,113
5	37,086	39,038	40,856	42,647	44,480	46,520	48,557	50,596
6	38,113	40,119	41,949	43,742	45,676	47,829	49,977	52,130
7	39,188	41,251	43,092	44,887	46,922	49,188	51,449	53,715
8	40,312	42,434	44,287	46,084	48,220	50,599	52,972	55,351
9	41,485	43,668	45,532	47,331	49,568	52,061	54,546	57,039
10	42,706	44,954	46,828	48,630	50,968	53,573	56,171	58,777
11	43,975	46,290	48,176	49,979	52,418	55,137	57,847	60,566
12	43,975	46,290	49,574	51,380	53,919	56,752	59,574	62,406
13	43,975	46,290	51,024	52,831	55,472	58,417	61,351	64,297
14	43,975	46,290	51,024	54,334	57,075	60,134	63,180	66,239
MAX	43,975	46,290	51,024	54,334	58,730	61,902	65,060	68,232

### YEAR 2

STEP	RN(95%)	B	B+15	B+30	M	M+15	M+30	M+45
1	33,994	35,783	37,533	39,283	40,783	42,450	44,117	45,783
2	34,759	36,588	38,378	40,167	41,701	43,405	45,109	46,813
3	35,447	37,312	39,137	40,963	42,527	44,265	46,004	47,742
4	36,348	38,261	40,098	41,925	43,593	45,447	47,300	49,154
5	37,299	39,263	41,111	42,940	44,711	46,681	48,648	50,618
6	38,300	40,316	42,176	44,007	45,881	47,967	50,049	52,135
7	39,350	41,421	43,293	45,126	47,103	49,305	51,502	53,703
8	40,450	42,579	44,462	46,297	48,378	50,695	53,007	55,324
9	41,600	43,789	45,683	47,521	49,705	52,137	54,564	56,997
10	42,798	45,051	46,956	48,796	51,083	53,632	56,173	58,722
11	44,047	46,365	48,282	50,124	52,514	55,179	57,835	60,499
12	45,345	47,731	49,660	51,504	53,997	56,778	59,548	62,328
13	45,535	47,931	51,090	52,936	55,533	58,429	61,314	64,210
14	45,535	47,931	51,290	54,420	57,120	60,132	63,132	66,144
MAX	45,535	47,931	51,290	54,620	58,759	61,887	65,002	68,129

### YEAR 3

STEP	RN(95%)	B	B+15	B+30	M	M+15	M+30	M+45
1	34,552	36,370	38,120	39,870	41,370	43,037	44,703	46,370
2	35,329	37,188	38,978	40,767	42,301	44,005	45,709	47,413
3	36,111	38,012	39,841	41,671	43,239	44,982	46,724	48,467
4	36,814	38,752	40,618	42,484	44,084	45,861	47,639	49,416
5	37,736	39,722	41,600	43,469	45,174	47,069	48,964	50,860
6	38,709	40,746	42,636	44,506	46,317	48,331	50,343	52,357
7	39,732	41,823	43,724	45,597	47,513	49,646	51,775	53,908
8	40,806	42,953	44,867	46,741	48,763	51,014	53,261	55,512
9	41,930	44,137	46,062	47,939	50,066	52,436	54,800	57,169
10	43,106	45,374	47,311	49,190	51,423	53,911	56,392	58,879
11	44,331	46,665	48,613	50,494	52,833	55,439	58,037	60,643
12	45,608	48,008	49,968	51,852	54,296	57,020	59,736	62,460
13	45,992	48,413	51,377	53,263	55,812	58,655	61,488	64,331
14	45,992	48,413	51,782	54,727	57,382	60,343	63,294	66,255
MAX	45,992	48,413	51,782	55,131	59,005	62,085	65,152	68,232

**YEAR 4**

<b>STEP</b>	<b>RN(95%)</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>
<b>1</b>	35,108	36,956	38,706	40,456	41,956	43,622	45,289	46,956
<b>2</b>	35,985	37,879	39,673	41,467	43,004	44,713	46,421	48,129
<b>3</b>	36,782	38,718	40,552	42,386	43,959	45,705	47,452	49,199
<b>4</b>	37,584	39,562	41,437	43,313	44,920	46,706	48,492	50,278
<b>5</b>	38,305	40,321	42,233	44,146	45,786	47,608	49,430	51,251
<b>6</b>	39,250	41,315	43,240	45,155	46,903	48,846	50,788	52,731
<b>7</b>	40,246	42,365	44,302	46,219	48,075	50,139	52,202	54,266
<b>8</b>	41,295	43,469	45,418	47,337	49,301	51,487	53,670	55,855
<b>9</b>	42,396	44,627	46,588	48,510	50,582	52,889	55,192	57,499
<b>10</b>	43,549	45,841	47,814	49,737	51,918	54,347	56,770	59,198
<b>11</b>	44,753	47,109	49,094	51,020	53,309	55,858	58,402	60,951
<b>12</b>	46,010	48,431	50,428	52,356	54,754	57,425	60,088	62,759
<b>13</b>	46,010	48,431	51,818	53,748	56,253	59,046	61,829	64,622
<b>14</b>	46,010	48,431	51,818	55,194	57,808	60,721	63,625	66,539
<b>MAX</b>	46,010	48,431	51,818	55,194	59,417	62,452	65,476	68,511



**APPENDIX B**

**HAMPSTEAD EDUCATION ASSOCIATION  
HAMPSTEAD SCHOOL BOARD  
GRIEVANCE RECORD**

(For use at all levels beyond Level 1)

Name of Grievant: \_\_\_\_\_ Building: \_\_\_\_\_

Date of alleged Violation or Misapplication: \_\_\_\_\_

Article, Section, Page # (specific language) of the Agreement Allegedly Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date of Discussion Level 1: \_\_\_\_\_ Level 2: \_\_\_\_\_

Description of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Nature and extent of the injury involved: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Acceptable solution: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature - Assoc. Rep. Optional

\_\_\_\_\_  
Signature - Grievant

Disposition by: Principal, Board, Superintendent, Association, Other (Circle one.)

Date Answered: \_\_\_\_\_

Principal, Superintendent, Board, Association

Grievance Settled: By: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant: \_\_\_\_\_