JAN 24 2005

AGREEMENT

Hampstead School Board

and the

Hampstead Association of School Staff

July 1, 2004 - June 30, 2008

Revised Appendix A October 26, 2004

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July 23, 2004

Revised Appendix A October 26, 2004

PREAMBLE

The Hampstead School Board of the Hampstead School District, hereinafter referred to as the "Board," and the Hampstead Association of School Staff, National Educational Association-New Hampshire, hereinafter referred to as the "Association," agree as follows.

ARTICLE 1
RECOGNITION

1.1 The Board recognizes the Association as the exclusive representative of all permanent full and part-time administrative secretaries, secretaries/clerks, paraprofessionals, assistant media generalists, educational assistants and technician assistants for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined in the Public Employees Labor Relations Act, R.S.A. 273-A, Definition, XI.

1.2 The Association agrees to represent equally all such employees in the unit designated above without discrimination and without regard to membership in the Association.

1.3 Definitions:

(a) "Employee:" is any person included in the bargaining unit.

(b) "Full-time:" employees are those whose normal work week consists of thirty (30) hours or more.

(c) "Part-time:" employees are those whose normal work week/year consists of less than thirty (30) hours or less than one hundred-eighty (180) working days. Benefits for which part-time employees are eligible shall be pro-rated in relation to full-time.

(d) "Week:" is defined as being Sunday through Saturday.

(e) "Day:" is the normal workday as specified for each position.

(f) "Year:" is the normal work year as specified for each position.

(g) "Full Year Employees:" means an employee whose normal work year consists of fifty-two (52) weeks inclusive of vacation and holidays.

(h) "School Year Employee" or "Extended School Year Employee" means an employee whose normal work year is less than that of full year employees.

(I) "Temporary Employee:" means an employee whose job the Board has created for meeting a short term need (90 days of actual work or less) or a substitute called in to perform the work of an employee who is absent. Temporary employees are not eligible for benefits.

(j) "School:" means any work location.

(k) Whenever the singular is used in this agreement, it is to include the plural unless the context indicates otherwise.

1.4 This agreement does not apply to newly hired personnel until they have completed a probationary period of sixty (60) days of actual work from the date of hire or appointment, or to temporary employees. If a temporary employee's assignment is changed to a permanent position, the board at its sole discretion may waive all or part of the probationary period.

1.5 Upon successful completion of the probationary period, an employee hired after the effective date of this Agreement shall be entitled to the following benefits retroactive to his/her date of hire: sick leave, vacation and holidays as set forth in this Agreement.

1.6 This recognition shall not preclude the School Board from communicating with, consulting, or dealing with any individual employee or group of employees for any purpose the School Board shall deem desirable in the discharge of its responsibilities by statute, policy or regulation, nor shall it preclude any employee from consulting, communicating or otherwise dealing directly with the School Board on his/her own behalf, provided such dealings are not in contravention with RSA 273-A.

ARTICLE 2

NEGOTIATIONS PROCEDURE

2.1 On or before October 1 of the appropriate year, the Association shall present to the Board its request concerning salaries, direct economic benefits, and terms and conditions of employment. On or before October 15, the parties agree to enter into negotiations in a good faith effort to reach agreement concerning terms and conditions of employment as defined in RSA 273-A: 1, Definitions, XI:

2.2 If the parties fail to reach agreement on any matter or matters, which are subject to negotiations, either party may declare an impasse. All resolutions of impasse will be resolved through RSA 273-A.

2.3 The parties will not meet during working hours except when the parties mutually agree or except when it is beyond the control of the Board and/or Association.

ARTICLE 3

JURISDICTION AND AUTHORITY OF SCHOOL BOARD

3.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.

3.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion's or authorities which, by law, are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretion's or authorities.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 A grievance shall mean a complaint by a member of the bargaining unit that there has been a violation or misapplication of the provisions of this agreement.

4.2 The terms "day" when used in this Article shall mean school days, except at the end of the school year when they shall be Monday through Friday, excluding holidays.

4.3 A grievance to be considered under this procedure must be initiated in writing, by the employee within fifteen (15) days of its occurrence, or from the time the employee should have known of its occurrence. The following matters are excluded from the grievance procedure:

(a) Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Commissioner of Education.

(b) Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

(c) The evaluation report of an employee.

4.4 Step 1: Any employee who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter informally at that level. The immediate supervisor may communicate a decision to the employee within five (5) days.

4.5 Step 2: If as a result of the discussion with his/her immediate supervisor the matter is not resolved to the satisfaction of the grievant, the grievant shall set forth the grievance in writing and submit it to the principal within five (5) days of the receipt of the decision of the immediate supervisor. The grievance shall be on the Grievance Form (appendix B of this Agreement) and shall specify:

(A) The provision of the Agreement alleged to have been violated or misapplied;

(B) The nature of the alleged violation or misapplication;

(C) The injury and the loss which is claimed;

(D) The remedies sought.

The principal may investigate the matter and communicate the decision in writing to the grievant within five (5) days from receipt of the written grievance.

4.6 Step 3: If the grievant is not satisfied with the decision rendered by the Principal, the grievant may appeal to the Superintendent. The appeal shall be made in writing within five (5) days after receipt of the Principal's decision. The Superintendent or his/her designee may investigate the grievance and render his/her decision in writing within ten (10) days after receipt of the appeal at this level.

4.7 Step 4: If the decision of the Superintendent does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to advisory arbitration, provided that the Association notifies the Superintendent in writing of such request within twenty (20) days of receipt by the Association of the Superintendent's decision. The following procedure shall be used:

a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date that the request for arbitration was received by the Superintendent, the American Arbitration Association will be notified by either or both parties and requested to submit names of arbitrators for mutual selection by the parties.

b. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator, which was not previously disclosed to the other party. The decision of the arbitrator shall be advisory only.

c. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all of the terms of the Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may recommend a "make whole" award, but may recommend no penalty payments.

d. Within ten (10) days of receipt of the arbitrator's decision, the Association may request in writing through the Superintendent a meeting with the School Board. After considering the arbitrator's recommendations for settlement of the grievance and after meeting with the Association, if the Association has requested such a meeting, the

School Board shall make a final and binding decision on the grievance and so advise the grievant and the Association in writing.

e. Each party shall bear its own costs. All fees and costs payable to the American Arbitration Association and the arbitrator will be shared equally by the two parties.

4.8 Failure at any level of this procedure to communicate the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that level. The parties may mutually agree to extend a time limit.

4.9 All documents, communications and records concerning a grievance shall be filed separately and shall not be placed in the personnel file of an employee.

4.10 The Board and the Association shall assure that all persons involved in the processing of a grievance shall not be restrained, coerced, or otherwise interfered within the exercising of their rights under the grievance procedure.

ARTICLE 5

VACANCIES AND VOLUNTARY TRANSFERS

5.1 A vacancy shall exist when a member of the bargaining unit leaves his/her position or the employer creates a new position covered by this agreement.

5.2 When a vacancy occurs, it shall be posted in each school simultaneous to advertisement for the position. The notice shall contain the following information:

(a) Description of the job.

(b) Location of work

(c) Starting date

(d) Rate of pay

(e) Benefits offered

(f) Number of hours to be worked

(g) Classification

(h) Minimum requirements

5.3 All employees requesting a job transfer will be given consideration, including an interview for the position, if they have the proper qualifications necessary for the position.

(a) The term transfer means the move of an employee from one assignment to another.

(b) An employee shall be notified when his/her request for transfer has been denied.

5.4 Notice of transfers will be provided as soon as practical, and except in emergencies, not later than five (5) work days prior to the transfer date.

5.5 The transferee shall be entitled to all the benefits accumulated in the previous position.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES

6.1 The Board agrees to permit the use of school facilities for Association meetings without charge, providing the request for use of the facilities is made in accordance with Board policy, and such use would not interfere with the operation of school programs or service or rental obligations made to other organizations. Further, the Association may use the mailboxes of its members and the inter-school mail carrier to transmit Association information to members of the bargaining unit.

6.2 Once signed by both parties, the Master Agreement between the Hampstead School Board and the Hampstead Association of School Staff shall be reproduced and a copy presented to all bargaining unit members now employed or hereafter employed by the Hampstead School District.

ARTICLE 7
INSURANCE

7.1 The District agrees to make available medical, dental and life insurance to full-time 30-hour a week employees covered by this agreement as stipulated below. New employee coverage, including probationary employees under Article 1.4 and part-time employees moving to full time status, will be effective the first day of the month following enrollment in the plan and acceptance by the insurance company. Employees are solely responsible for completion of the application forms of the District's insurance carriers.

7.2 Subject to Section 7.4, the following insurance will be offered to each eligible full-time 30-hour a week employee:

(a) Medical Insurance.

Eligible full-time 30-hour a week employees may elect coverage under Blue Choice New England, Blue Choice Three Tier, Matthew Thornton Blue or Comp 100. The district shall pay eighty-five percent (85%) and the employee shall pay fifteen percent (15%) of the premium for a single, two-person or family plan, whichever is selected by the employee.

(b) Dental Insurance.

Eligible full-time 30-hour a week employees may elect Northeast Delta Dental, Coverage A, B and C. The District shall pay seventy-five percent (75%) and the employee shall pay twenty-five (25%) of the premium if the employee selects a single plan. The District shall pay fifty percent (50%) and the employee shall pay fifty (50%) of the premium if the employee selects a two-person or family plan.

(c) Term Life Insurance.

An amount of fifteen thousand dollars ($15,000), or the equivalent of the employee's contracted salary, to the nearest one thousand dollars ($1,000), which is ever greater from an insurance carrier to be selected by the Board. The District shall pay one hundred percent (100%) of the premium for such a plan for all eligible full-time 30-hour a week employees.

(d) Disability Insurance

Eligible full-time 30-hour a week employees may elect to receive disability insurance of two-thirds (2/3) salary, after ninety days as specified in the disability insurance policy, with a maximum of twenty-five hundred dollars ($2,500) per month from an insurance carrier to be selected by the Board. The District shall pay one hundred (100%) of the premium for such a plan.

7.3 The Board may select alternate insurance carriers at its discretion. It should be comparable and non-diminishing in coverage.

7.4 Employees, who work less than full-time 30-hours a week, may opt to join the group insurance in Section 7.2, sections (a) and (b) only, at their own expense, if eligible under the carrier's rules.

7.5 Medical Insurance Buy Out

If an eligible full time employee chooses not to participate in a Medical Insurance plan, she/he shall receive a $500 stipend per year. This payment shall be included in the last paycheck of the school year.

ARTICLE 8

LEAVES

8.1 Sick Leave

(a) Sick leave with full pay will be granted to employees at a rate of one and one-quarter (1¼) days per full month of active service, twelve and one-half (12½) of which may be used each year for family (spouse, child, parent) illness. School year employees may earn a maximum of twelve and one-half sick days per year. Extended year employees may earn a maximum of thirteen and three-quarter (13¾) days and full year employees may earn a maximum of fifteen (15) days per year. Sick leave may be accumulated or carried over from year to year up to a maximum of ninety (90) days.

(b) Employees shall notify the appropriate supervisor of their inability to work at least one hour prior to the time set for their regularly scheduled working hours. A medical certificate may be required, at any time, for an employee requesting sick leave. The Board shall reimburse the employee for his/her out-of-pocket cost of any medical examination required by the District, to the extent that such cost is not paid by insurance or other sources.

(c) Each employee shall receive a sick leave report from the Superintendent's office by December 31 each year, stating the number of accumulated sick days.

(d) Annual Sick Day Redemption

Days beyond the maximum will be redeemed at nineteen and one-half percent (19.5%) per diem multiplied by the number of accumulated sick days beyond the maximum as defined in 8.1 (a). The payment will be received in July or August for the preceding year.

(e) Retirement Sick Day Redemption

Upon legal retirement (eligibility for the NH Retirement and/or for Social Security) and with a minimum of ten years of Hampstead School District service the employee will be paid a lump sum equal to twenty-nine and one half percent (29.5%) per diem multiplied by the number of accumulated sick days as defined by Article 8.1 (a). The payment will be received in July or August following the retirement. A maximum of three (3) employees per year shall be granted retirement sick day redemption by the

Board. If more than three (3) employees request the retirement sick day redemption employees will be selected based upon seniority.

(f) Disability Bank

(1) Definitions
Disability - A medical condition, physical or mental, which causes one to be unable to perform his/her contractual obligation for a period of twenty (20) contract days or more.

(2) Disability Bank - A pool of paid leave days that may be drawn upon after any and all individually accumulated sick leave days have been exhausted.

(3) Establishment of Bank
The bank will be established the first work day of each school year, allowing carry-over from the previous year, if such carry-over exists, so that the pool could reach a minimum of two hundred (200) days. If the carry-over from one year does not drop below one hundred-thirty (130) days by September 1, of the next year, members will not be required to contribute one of their individually authorized sick leave days to the pool. If the total number of days in the disability bank pool drops below one hundred-thirty (130) days, all members of the full unit with at least one full year of service to the District will contribute one of their individually authorized sick leave days on the first work day of the next school year. In the event the bank is depleted during the school year, one additional sick day will be taken from each member.

(4) Board of Review
A Board of Review will be established to determine the assignment of days from the pool. This Board of Review shall only have control over the assignment of extended disability leave benefits from the pool. The Board of Review shall consist of:

- The President of the Association or his/her designee;
- The Association Building Representative of the employee in question, or a member of the unit chosen by the applicant;
- The Superintendent of Schools or his/her designee;
- The School Board Chairman or his/her designee.

(5) Distribution of Benefits
Members of this unit with at least one year of service to the District may apply for a number of days consistent with a one for one match of their individual sick leave accumulation as of the end of the previous contract year brought forward to the year of the onset of the disability. The combined benefit of accumulated personal sick leave and disability bank leave may not exceed one hundred-eighty (180) days and may carry over from one contract year to another. Employees with less than one full year of service in the District will not be required to contribute one of their individual accumulated sick leave days to the disability leave bank. The Board of Review reserves the right to request reapplication and documentation for everyone requesting more than

fifty (50) days from the pool. Any benefits will be minus other insurance coverage (i.e. workers' compensation, Social Security, etc.).

(6) Worker Protection
The District will allow unit members to be reimbursed up to three (3) sick days from the Sick Bank for injuries that occur at the work site or in the off-site performance of their duties not covered under other benefits.

8.2 Each employee shall be entitled to two (2) days of personal leave at the beginning of the work year. The employee may utilize the personal leave without giving specific reasons, provided the personal leave is not utilized for recreational purposes. Certification that use of the personal day meets the requirements of this section must be submitted to the employee's supervisor at least twenty-four (24) hours prior to the anticipated absence, but in an emergency situation the certification may be submitted immediately upon return to school.

8.3 An employee shall be granted Bereavement Leave of up to three (3) working days with pay for the following relations:

Spouse	Grandparents	Father-in law
Child	Grandchildren	Son-in-law
Mother/Stepmother	Sister	Daughter-in-law
Father/Stepfather	Brother	Sister-in-law
Legal Resident of Household	Mother-in-law	Brother-in-law

An employee shall be granted bereavement leave with pay because of the death of his/her uncles, aunts, nieces, and nephews not to exceed one (1) day per bereavement. Additional days without pay may be granted due to extenuating circumstances, at the discretion of the Superintendent.

8.4 Professional Leave

(a) An employee wishing to attend professional meetings related to his/her assignment during the workweek shall submit a request to the Superintendent of Schools or a designee. The Superintendent or designee will consider each request and may or may not grant permission to attend. The Superintendent or his/her designee's decision shall be final and binding.

(b) The Association will be allowed to send up to two (2) members with pay to the NEA-NH Delegate Assembly each year. The Superintendent may authorize, in advance, additional Association business days, provided the Association agrees to pay the substitute(s) if required.

8.5 Childbearing Leave

(a) Childbearing leave of up to twelve (12) consecutive calendar months shall be granted without pay or other benefits. The employee 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 the following:

1. The expected date of commencement of leave
2. The expected date of delivery
3. The expected date of the return to employment

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

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

(d) An employee who is pregnant may continue in 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 duties. Written approval from her attending physician to continue may be required.

(e) Once the leave has expired, the District will provide job placement in either the same position, or a comparable position, for which the member is qualified, if such a position is available. An employee shall not be deemed to have been placed in a comparable position if the employee held a position which entitled her to benefits under this agreement prior to the leave and is placed in a position which does not entitle her to such benefits following the leave.

(f) Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Superintendent. Any change in the date of return shall require forty-five (45) days' notice and the approval of the Superintendent. The

Superintendent's decision shall be final. The Superintendent may request a doctor's certificate of disability.

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

(h) An employee shall not forfeit previously accrued seniority during such leaves of absences, but shall not accrue additional seniority or service time during the leave of absence.

(i) To be eligible for an increase in compensation under Article 15, the employee must have worked at least one-half the days of his/her individual contract, and in no event less than ninety-one (91) contract days.

(j) Should an employee decide to terminate employment at the end of leave, the employee shall give the Board notice of such intent at least thirty (30) days prior to the termination of leave.

8.6 Child Rearing/Paternity/Foster and Adopted Children Leave

(a) Child rearing leave of up to twelve (12) consecutive calendar months shall be granted without pay or other benefits providing:

1. The employee requests 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.

   The request shall include the following:

   a. The expected date of commencement of leave
   b. The expected date of return to employment

2. Members may elect to continue the group health and dental coverage at their own expense, during the term of their leave.

(b) Once the leave has expired, the District will provide job placement in either the same position, or a comparable position, for which the member is qualified, if such a position is available. An employee shall not be deemed to have been placed in a

comparable position if the employee held a position which entitled him/her to benefits under this agreement prior to the leave and is placed in a position which does not entitle him/her to such benefits following the leave.

(c) Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Superintendent. Any change in the date of return shall require forty-five (45) days notice and the approval of the Superintendent. The Superintendent's decision shall be final.

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

(e) An employee shall not forfeit previously accrued seniority during such leaves of absences, but shall not accrue additional seniority or service time during the level of absence.

(f) To be eligible for an increase in compensation under Article 15, the employee must have worked at least one-half the days of his/her individual contract, and in no event less than ninety-one (91) contract days.

(g) Should an employee decide to terminate employment at the end of leave, the employee shall give the Board notice of such intent at least thirty (30) days prior to the termination of leave.

8.7 Jury Duty

Any employee summoned for jury duty shall be paid his/her full salary for each working day of absence provided he/she pays the District the jury fee(s).

8.8 Leaves, with or without pay, for any purpose other than defined in this agreement, may be approved at the Superintendent's discretion. If the Superintendent denies such a request for leave, the employee may appeal the denial to the School Board which shall place the request on a future agenda for consideration. The Board's decision shall be final and binding.

ARTICLE 9

VACATION

9.1 Employees will receive vacation pay equal to the regular straight time rate of pay for the normal hours worked and is exclusive of overtime.

9.2 Full year employees shall receive paid vacation as follows:

(a) Less than six months of service - 0 days per year.

(b) After six months of service - 5 days per year.

(c) After more than one year of service - 10 days per year.

(d) After more than five years of service - 15 days per year.

(e) After more than ten years of service - 20 days per year.

With the Superintendent's approval, paid vacation days may be used after the end of the fiscal year in which they are earned, but in any event must be used before September 1 of the following fiscal year. Requests to use paid vacation days must be submitted two weeks in advance and must be approved by the principal or the principal's designee.

9.3 School year and extended school year employees who have been continuously employed since the effective date of this agreement or thereafter shall receive vacation pay at the close of each school year as follows:

(a) Less than five years of service - 0 days.

(b) After more than five years of service - 5 days.

(c) After more than ten years of service - 10 days.

(d) Employees working less than 180 days will have their vacation days pro-rated to the nearest quarter day.

9.4 Extended school year employees working at least two hundred (200) days not counting vacation days and holidays shall receive vacation pay at the close of each school year as follows:

(a) Less than one (1) year of service - 0 days

(b) After more than one (1) year of service - 5 days

(c) After more than five (5) years of service - 10 days

(d) After more than ten (10) years of service - 15 days

ARTICLE 10
HOLIDAYS

10.1 Holiday pay is equal to the regular straight time rate of pay for the normal hours worked and is exclusive of overtime.

10.2 Eligible school year and extended school year employees shall receive holiday pay as follows provided they have been employed on a continuous basis prior to and after the holiday.

2004-05

a) During the first year and second of service - 6 holidays per year.

b) During the third year of service - 7 holidays per year.

d) During the fourth year of service - 8 holidays per year.

e) During the fifth and subsequent years of service - 9 holidays per year.

2005-06

a) During the first, second and third years of service - 7 holidays per year.

b) During the fourth year of service - 8 holidays per year.

c) During the fifth and subsequent years of service - 9 holidays per year.

2006-07

a) During the first, second, third and forth years of service - 8 holidays per year.

b) During the fifth and subsequent years of service - 9 holidays per year.

2007-08

a) Nine (9) holidays per year.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans' Day
Memorial Day	Thanksgiving Day
	Christmas Day

Employees working less than 180 days will have their holidays pro-rated to the nearest quarter of a day.

10.3 All eligible full year employees shall receive holiday pay for the following eleven holidays each year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans' Day
Memorial Day	Thanksgiving Day
	Day after Thanksgiving
Independence Day	Christmas Day

10.4 If school is in session on a holiday listed in 10.2 or 10.3 the employee shall select a non-school day as a floating holiday.

ARTICLE 11
DUES DEDUCTION

11.1 The Board agrees to deduct dues for the Association and its affiliates from the salaries for those employees who have requested and authorized such deductions on forms approved by the Superintendent (see Appendix C), and transmit the monies at each payroll period to the designated treasurer of the Association. All deductions must be compatible with the District's payroll procedures.

11.2 The employee must submit to the Superintendent the payroll deduction form on or before October 1.

11.3 Deductions shall be in equal amounts for all pay periods during the school year, beginning the second pay period of October.

11.4 The Association shall indemnify and save harmless the Hampstead School District against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Board as a direct consequence of the Board's compliance with the above.

ARTICLE 12

PROFESSIONAL DEVELOPMENT

12.1 Reimbursement:

The Board shall reimburse support staff in the district for professional development activity costs (e.g. course tuition; workshop, conference, or in-service registration) provided that the activity meets the following criteria:

(a) The activity is relevant to the goals and objectives of the staff member's position and is approved in advance by the building principal or director.

OR

(b) The activity is a prescriptive recommendation or requirement made by the principal or director as a result of his/her evaluation of the staff member's performance.

Conference and Workshop

12.2 The maximum reimbursement per employee shall be:

(a)	2004 - 2005	$200 per year
(b)	2005 - 2006	$225 per year
(c)	2006 - 2007	$250 per year
(d)	2007 - 2008	$300 per year

12.3 The maximum reimbursement for all employees shall be:

(a)	2004 - 2005	$5,500 per year
(b)	2005 - 2006	$6,000 per year
(c)	2006 - 2007	$6,500 per year
(d)	2007 - 2008	$7,000 per year

Funds shall be allocated on a first-come first-serve basis.

12.4 Workshop and conference reimbursement Schedule:

Summer courses, workshops, etc. - reimbursed in September provided that employee is employed for the following year and that proper documentation is submitted to the SAU.

Fall and Spring courses, workshops, etc. - reimbursed after the completion of the professional growth activity provided proper documentation is submitted to the SAU.

12.5 Employees working at least 27.5 hours per week shall be eligible for tuition reimbursement. The maximum tuition reimbursement per employee shall not exceed that of a three (3) credit course at the University of New Hampshire.

a. The maximum reimbursement for all employees shall be:

1. 2004 – 2005 $3,500
2. 2005 – 2006 $3,500
3. 2006 – 2007 $3,500
4. 2007 – 2008 $4,000

b. The total money available for each contract year will be distributed within each contract year as follows:

50% available on July 1

75% available on September 1

100% available on January 1

c. Approval will not be given prior to these dates:

Summer Term - June 1

Fall Term - August 25

Spring term - December 2

d. 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 by seniority. Monies will be given out starting with the most senior member.

e. Priority for course monies will be given first to the member with the most service to the District who has not previously been paid for a course that contract year.

After the first approval date for each term, course monies will be handed out on a first come, first serve basis. If two or more requests are handed in on the same day, preference will be given to the employee with more years of service in the District.

12.6 Exclusions:

The district shall not reimburse support staff for:

(a) College/university registration fees

(b) Travel to and from activities

(c) Books or other materials required for the activity

(d) Any college or university course in which the support staff member receives less than a B grade. There shall be no reimbursement for a grade of B-.

(e) Any per credit cost above that of the University of New Hampshire.

12.7 Workshops and courses mandated by the administration shall be paid for in their entirety by the district, including mileage. The District shall compensate the employee for his or her time if the workshop or course extends beyond the employee's normal workday.

ARTICLE 13
EVALUATION

13.1 At least one (1) written evaluation report shall be prepared annually by the employee's immediate administrative supervisor.

13.2 The employee and immediate administrative supervisor shall meet and confer about the report.

13.3 Subsequently, the report may be modified/amended as the result of the conferencing. The employee may attach written comments or a response to the final report within ten (10) days of its completion, or of the conference. The employee shall sign the report.

13.4 The completed evaluation report shall be signed by the evaluator and the employee and become a part of the personnel record. The signature of the employee signifies that the material has been read and is to be filed. The employee's signature does not necessarily indicate agreement with the content, nor does the refusal to sign prevent the materials from being placed and remaining in the file.

13.5 PERSONNEL FILES ACCESS – Upon written request and SEVENTY-TWO hours notice, an employee shall be allowed to review their personnel files and make copies of the contents contained within. No written commentary, complimentary or derogatory, will be placed in the file without having been first shown to the employee. The employee shall sign the commentary only as an indication that it has been reviewed. Explanatory or rebuttal statements can be attached by the employee to material housed in the file. There shall be TWO official personnel files and they shall be housed at the Office of Superintendent of Schools AND THE PRINCIPAL'S OFFICE.

13.6 Employees shall be evaluated according to approved School Board policy on staff evaluations. The forms and procedures in use at the beginning of the school year will remain in effect throughout the year. Before forms or procedures for evaluation are changed and approved by the Board, the Association will be given opportunity to review.

ARTICLE 14
WORK DAY, WEEK AND YEAR

14.1 (a) Each employee's work day generally shall be governed by the letter of employment verification.

(b) If an employee is requested by his/her supervisor to work hours in addition to those set forth in the letter of employment verification, the employee shall receive compensatory time which my be used by the employee at a mutually agreeable time or be paid at their contracted hourly rate. Overtime beyond forty (40) hours per week will be compensated in accordance with applicable labor laws.

14.2 (a) An annual letter of employment verification will be issued on or before the July 1 prior to the new school year, or as soon thereafter as practicable for the School District.

(b) The letter of employment shall include the normal work site, usual workdays and hours of work, job title/classification, and rate of pay.

(c) The School Board reserves the right to reassign employees, as needed not withstanding the letter of employment verification.

ARTICLE 15
SALARIES

15.1 All employees shall be classified as educational assistants, paraprofessionals, assistant media generalists, administrative secretaries, technician assistants or secretary/clerks.

15.2 Minimum salaries for all job classifications are contained in Appendix A to this Agreement.

15.3 Upon recommendation of the Superintendent and a majority vote by the School Board, an employee may be held on step because of unsatisfactory job performance. The Board's decision to hold an employee on step shall be final and binding.

15.4 To be eligible for an increase in compensation under Article 15, the employee must have worked at least one-half of the days of his/her individual contract, and in no event less than ninety-one (91) contract days.

15.5 New hires in the bargaining unit shall be hired according to the salary schedule in Appendix A. The Superintendent or his/her designee may credit new hires with prior experience when determining the initial salary step. The Superintendent's decision shall be final and binding.

15.6 Pay periods shall be bi-weekly. Each pay period, employees shall be paid only for hours actually worked and for any paid leave which the employee took during that pay period. The school District may require employees to complete and submit weekly time cards.

ARTICLE 16

DURATION

16.1 This Agreement shall be effective July 1, 2004 and shall continue in full force and effect through June 30, 2008.

Signed:

Jill Owens Date
President - HASS

Signed:

Martha Pond Date
Board Chairperson - Negotiations Chairperson
Hampstead School Board

Appendix A
Salary Schedule

EDUCATIONAL ASSISTANTS

	2004-05	2005-06	2006-07	2007-08
Step 1	$9.45	$9.75	$10.05	$10.35
Step 2	$9.75	$10.05	$10.35	$10.65
Step 3	$10.05	$10.35	$10.65	$10.95
Step 4	$10.35	$10.65	$10.95	$11.25
Step 5	$10.65	$10.95	$11.25	$11.55
Step 6	$10.95	$11.25	$11.55	$11.85
Step	$0.30	$0.30	$0.30	$0.30
Year	$0.25	$0.30	$0.30	$0.30
Off-step	$0.55	$0.60	$0.60	$0.60
Inclusion Ass't	$0.20	$0.20	$0.30	$0.30

PARA PROFESSIONALS

	2004-05	2005-06	2006-07	2007-08
Step 1	$9.85	$10.15	$10.45	$10.75
Step 2	$10.15	$10.45	$10.75	$11.05
Step 3	$10.45	$10.75	$11.05	$11.35
Step 4	$10.75	$11.05	$11.35	$11.65
Step 5	$11.05	$11.35	$11.65	$11.95
Step 6	$11.35	$11.65	$11.95	$12.25
Step	$0.30	$0.30	$0.30	$0.30
Year	$0.25	$0.30	$0.30	$0.30
Off-step	$0.55	$0.60	$0.60	$0.60

ADMINISTRATIVE SECRETARY

	2004-05	2005-06	2006-07	2007-08
Step 1	$12.10	$12.50	$12.90	$13.30
Step 2	$12.40	$12.80	$13.20	$13.60
Step 3	$12.70	$13.10	$13.50	$13.90
Step 4	$13.00	$13.40	$13.80	$14.20
Step 5	$13.30	$13.70	$14.10	$14.50
Step 6	$13.60	$14.00	$14.40	$14.80
Step	$0.30	$0.30	$0.30	$0.30
Year	$0.35	$0.40	$0.40	$0.40
Off-step	$0.65	$0.70	$0.70	$0.70

SECRETARY/CLERK

	2004-05	2005-06	2006-07	2007-08
Step 1	$10.15	$10.45	$10.75	$11.05
Step 2	$10.45	$10.75	$11.05	$11.35
Step 3	$10.75	$11.05	$11.35	$11.65
Step 4	$11.05	$11.35	$11.65	$11.95
Step 5	$11.35	$11.65	$11.95	$12.25
Step 6	$11.65	$11.95	$12.25	$12.55
Step	$0.30	$0.30	$0.30	$0.30
Year	$0.25	$0.30	$0.30	$0.30
Off-step	$0.55	$0.60	$0.60	$0.60

ASSISTANT MEDIA GENERALIST

	2004-05	2005-06	2006-07	2007-08
Step 1	$10.95	$11.35	$11.75	$12.15
Step 2	$11.25	$11.65	$12.05	$12.45
Step 3	$11.55	$11.95	$12.35	$12.75
Step 4	$11.85	$12.25	$12.65	$13.05
Step 5	$12.15	$12.55	$12.95	$13.35
Step 6	$12.45	$12.85	$13.25	$13.65
Step	$0.30	$0.30	$0.30	$0.30
Year	$0.35	$0.40	$0.40	$0.40
Off-step	$0.65	$0.70	$0.70	$0.70

TECHNICIAN ASSISTANT

	2004-05	2005-06	2006-07	2007-08
Step 1	$12.85	$13.25	$13.65	$14.05
Step 2	$13.15	$13.55	$13.95	$14.35
Step 3	$13.45	$13.85	$14.25	$14.65
Step 4	$13.75	$14.15	$14.55	$14.95
Step 5	$14.05	$14.45	$14.85	$15.25
Step 6	$14.35	$14.75	$15.15	$15.55
Step	$0.30	$0.30	$0.30	$0.30
Year	$0.35	$0.40	$0.40	$0.40
Off-step	$0.65	$0.70	$0.70	$0.70

Recognition of Service. After the recognition of completion of the 15th and 20th year of service, the employee shall be entitled to an additional $.30 per hour increase in salary. Employees who obtain certification from the NH DOE shall be entitled to a $.15 differential during 2004-05 and a $.30 differential during 2005-06, 2006-07 and 2007-08. Employees must provide proof of NH certification.

Revised Appendix A/October 26, 2004

Appendix B
Hampstead Association of School Board
Grievance Record

Date: _____ Grievance No. _____

Name of Grievant: _____

Building _____ Assignment _____

Date of alleged violation or misapplication: _____

Article of agreement allegedly violated: _____

Statement of grievance:

_____

_____

Remedy sought:

_____

_____

_____ _____

Signature – Association Representative Signature – Grievant

Disposition by: Supervisor: _____ Principal: _____ Superintendent _____

Date Answered: _____

Signature/Supervisor, Principal, or Superintendent _____

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

Signature of Grievant: _____

Appendix C
Hampstead School District
Dues Deduction Authorization

Date: _____

I, _____, hereby authorize the Hampstead School district to deduct membership dues in the amount of $_____ from each payroll period beginning on _____ and to transmit those funds to the Hampstead Association of School Staff as prescribed in the Master Agreement. The amount stated above is correct as of the date of this authorization, but may change form time to time as determined by the Association. When such change takes place, you are hereby authorized to deduct the then current amount.

I understand that this authorization will remain in effect indefinitely until I provide the Hampstead School District with written instructions to the contrary or resign.

Signed _____

School District Office Record:

Received by _____ Title _____ Date _____