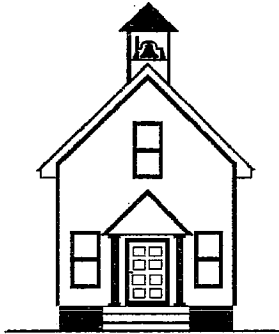


AGREEMENT  
BETWEEN  
THE HAVERHILL COOPERATIVE  
SCHOOL BOARD  
AND THE  
HAVERHILL COOPERATIVE  
EDUCATION ASSOCIATION/N.E.A.-N.H.

July 1, 2020 to June 30, 2023



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PREAMBLE

AGREEMENT, made by and between the Haverhill Cooperative School Board, hereinafter called the "Board" and the Haverhill Cooperative Education Association/N.E.A.-N.H., hereinafter called the "Association".

WITNESSETH:

WHEREAS, the parties have negotiated and have reached certain understandings which they desire to confirm in this Agreement,

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
RECOGNITION

1.1 The Board recognizes the Haverhill Cooperative Education Association/N.E.A.-N.H. as the exclusive representative of all permanent, full-time employees including the teachers, the media specialist, guidance counselor, and nurses employed by the Haverhill Cooperative School District for the purpose of negotiating with the board with respect to terms and conditions of employment as defined in the Public Employee Labor Relations Act, R.S.A. 273-A, Definitions, XI:

1.2 The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters.

1.3 The term employee shall mean a full-time professional employee of the Haverhill Cooperative School District whose position requires certification by the State Board of Education as a professional engaged in classroom teaching. This term employee\* shall exclude all others employed by the Board including Superintendents, Assistant Superintendents, Principals, Assistant Principals\*\*, Directors, Coordinators, Teacher Consultants, Department Heads\*\*, Business Administrators, or other persons employed by the State Board of Education and all other employees of the Board.

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

1.5 This recognition shall not preclude the School Board from communicating with, consulting, or dealing with any individual employee or group of employees for any educational purpose the School Board shall deem desirable in the discharge of its responsibilities by statute, policy or regulations, nor shall it preclude any employee from appearing before the School Board in his/her own behalf on matters relating to his/her employment with the District.

1.6 During the term of this agreement, the Board agrees not to negotiate with any employee group or Association other than the designated Unit in regard to any matters subject to negotiations under Article I.

\*Term employee when used in the remainder of this agreement shall be as defined in Article I, including media specialists, nurses and guidance counselor. \*\*Department heads and Assistant Principals shall be considered out of the Bargaining Unit if they spend a minimum of 50% of their time performing administrative duties.

ARTICLE II  
NEGOTIATIONS PROCEDURE

2.1 On or before October 15 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 R.S.A. 273-A:1,

2.2 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which required the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding salaries and direct economic benefits if affected thereby, in accordance with the provisions of this Agreement.

2.3 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 R.S.A. 273-A.

2.4 During the Negotiations Procedures to include mediation and/or fact finding, except where it is beyond our control, the bargaining parties mutually agree not to meet during working hours.

ARTICLE III  
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, discretions 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, discretions or authorities.

ARTICLE IV  
GRIEVANCE PROCEDURE

- 4.1 A grievance shall mean a complaint by a member, or a group of members of the bargaining unit that there has been a violation or mis-application of the provisions of this agreement.
- 4.2 The term "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 ten (10) 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. A complaint by a probationary employee which is caused by his/her not being re-employed.
  - c. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention for which a continuing contract is not possible or required.
  - d. 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.
- 4.4 Failure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.
- 4.5 Failure in any step to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.
- 4.6 An aggrieved person may be represented at all stages of the grievance procedure **per RSA 273A:11**.
- 4.7 Both parties shall have the right to request a personal meeting with the other to resolve a grievance. Upon request, said meeting shall be arranged at a mutually acceptable time. If the meeting fails to occur due to lack of attendance by either party, the meeting must occur within ten (10) days of the original meeting date. If the individual grievant fails to make the second (2<sup>nd</sup>) meeting, then the decision made at that level shall be considered final. If the grievant is not granted a personal meeting at any step, then the grievant is entitled to proceed to the next step.
- 4.8 Step 1: Any employee who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) days.
- 4.9 Step 2: If the employee is not satisfied with the decision, he/she may appeal the decision to the Principal within five (5) days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing, and specify:

- a. The nature of the grievance;
- b. The injury and the loss which is claimed;
- c. The remedies sought.

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

4.10 Step 3: If the employee is not satisfied with the decision rendered by the Principal, he/she 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 shall investigate the grievance and render his/her decision in writing within ten (10) days after receipt of the appeal at this level.

4.11 Step 4: If the employee is not satisfied with the decision rendered by the Superintendent, he/she may within five (5) days of receipt of the Superintendent's reply appeal his/her grievance to the School Board. The Board or a committee thereof shall review the grievance and either party may request a hearing be held with those involved in the grievance prior to the Board making its decision. Such hearing shall be held in executive session and be held no sooner than ten (10) days nor later than twenty (20) days of said request, which time may be extended upon mutual agreement. The School Board shall render its decision in writing within ten (10) days of hearing. If no hearing is held, then the Board shall render its decision within fifteen (15) days of said appeal.

4.12 Step 5: If the decision of the Board does not resolve the grievance and the Association determines that the matter should be arbitrated, the Association shall notify the Superintendent in writing of its demand for arbitration within fifteen (15) days after the deadline for the School Board's decision at step 4. An arbitrator shall be selected, when possible, by mutual agreement of the Superintendent and the Association. If the parties are unable to select an arbitrator by mutual agreement, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitrator shall be limited to issues submitted by the parties, and shall consider nothing else. The arbitrator shall neither add to nor subtract from this Agreement. The arbitrator's decision shall be final and binding. Each party shall bear its own fees and costs, but the parties shall share the arbitrator's fees and costs equally.

4.13 Upon request of either the Association or the Employer, the parties, by mutual agreement, may extend the timelines within the grievance procedure.

ARTICLE V  
MATERNITY LEAVE OF ABSENCE

5.1 In accordance with New Hampshire law (RSA 354-A:7), the School Board shall grant a pregnant employee a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth and related health conditions as established by the attending physician. Employees are requested to provide as much notice as possible as to the anticipated beginning of their period of medical disability.

5.2 Accumulated sick leave may be used for illness or disability relating to pregnancy both before and after the birth. A letter from an attending physician may be requested to document the disability.

5.3 Upon timely written request from the Superintendent, an employee who is on maternity leave shall, on or before March 1, notify the Superintendent of her intent to return to work.

5.4 If the pregnancy is terminated before full term and birth of the child, an employee may apply for termination of Leave. The return of the employee to work prior to the beginning of the following school year or prior to the originally planned date of return to work is at the sole discretion of the Superintendent.

5.5 Except when a competent certified replacement cannot be contracted, child care leave of up to one year, for child rearing or adoption, will be granted without pay to employees, upon written request for such leave. Notification of the intent to take such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the date on which the leave is to begin, except in cases of emergency. Childcare leave notification shall also include the termination date of such leave. Childcare leave shall commence and end at the beginning of a marking period (quarter).

5.6 At least ninety (90) days before the expiration of the childcare leave, the employee must notify the Superintendent in writing if the employee intends to return to work. If the Superintendent does not receive such notice in writing within the 90-day period, the employee shall lose any right or entitlement to a teaching position in the district. An employee planning on returning to the district for the following school year must notify the Superintendent in writing by March 1<sup>st</sup> of his/her intent to return. A person failing to do so shall lose any right or entitlement to an employee's position in the district. At the conclusion of the leave, with timely notice of return, the employee shall be reinstated to their position or to a similar position within the same classification.

5.7 Nothing in this article shall be interpreted to reduce benefits available to an employee under the Family and Medical Leave Act.

ARTICLE VI  
PERSONAL DAYS

6.1 All employees shall be allowed a total of up to three (3) days (non-accumulative) leave per school year without loss of pay to care for urgent or compelling personal business and emergencies for which no other time than in-school time can be used.

6.2 Two (2) days of the three (3) personal days shall be granted without a reason being given to the Building Principal although notification shall be given twenty-four (24) hours prior to taking the day. No day may be taken one day prior to or one day after any vacation period without prior approval by the Superintendent of Schools or his/her designee. Vacation period means school vacation and any day Monday through Friday during the work year that there is no school.

6.3 The determination of what is urgent and compelling personal business and urgencies shall be at the sole discretion of the Building Principal. Notification should be given as soon as possible to the Principal. Personal days may be applied in whole or half-days as determined by the Principal. Except in emergencies, an employee must have written approval from his/her Principal prior to taking a personal day.

6.4 Verbal approval given in emergency situations must later be stated in writing. The general intent of the urgent and compelling business shall be stated in writing. If necessary, further details will be given verbally to the Principal.



ARTICLE VII

SICK LEAVE

7.1 An employee shall be allowed up to fifteen (15) days of sick leave per year, accumulative to a maximum total of one hundred twenty-five (125) days.

7.2 Five (5) of the fifteen (15) yearly sick leave days may be used for illness in the immediate family. Immediate family is defined as children, spouse, or parents, and persons residing in the employee's home for whom the employee is the primary caregiver. Additional leave may be granted at the Superintendent's discretion.

7.3 A doctor's certificate must be submitted, upon request, to the Principal in charge, in the event an illness is beyond five (5) consecutive school days. At the end of the school year, the days shall be five (5) calendar days, excluding weekends. If the employee does not submit a doctor's certificate within five (5) school days of the request, his/her pay will be reduced by the equivalent number of days lost.

7.4 The School Board or its designee may grant additional sick leave to employees who have used all their available sick leave. The number of additional sick leave days available each school year will be equal to one-half (1/2) the total number of employees in the bargaining unit as of September of the appropriate year. If these additional sick leave days are not used during the year, they will not carry over to the following year. Administration of this provision is at the sole discretion of the School Board or its designee and is not subject to the grievance process (Article 4).

ARTICLE VIII

BEREAVEMENT LEAVE

8.1 An employee shall be entitled to three (3) days per occurrence for bereavement leave in the event that an immediate family member dies. Immediate family member shall mean spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, and significant other adult in a committed relationship with the employee who resides in the employee's household. The employee shall notify the Building Principal that he/she is taking the leave. The Superintendent may extend this leave at his/her discretion.

ARTICLE IX  
INSURANCE

9.1 The School District shall offer full-time employees single, two-person or family membership in either Access Blue New England HMO AB15/40/IPDED, RX#3, R\$10/25/40, M10/40/70, or Access Blue New England AB20, RX#3 R\$10/25/40, M 10/40/70, or Blue Choice 3 Tier POS.

9.2 The School District and the employee shall pay the following percentages of the premium for single, two-person or family membership in Access Blue New England HMO AB15/40 IPDED, RX#3, R\$10/25/40, M 10/40/70:

School District	82.5%
Employee	17.5%

9.3 The School District shall pay the same dollar-amount toward the premium for single, two-person or family membership in Access Blue New England AB20, RX#3 R\$10/25/40, M 10/40/70, or Blue Choice 3 Tier POS, and the employee shall pay the difference.

9.4 For those employees who select the Access Blue New England HMO AB/15/40 IPDED, RX#3, R\$10/25/40, M 10/40/70 health insurance plan, the District shall pay stipends in each of the 2017-2018, 2018-2019, and 2019-2020 school years, with the stipends to be paid no later than July 15<sup>th</sup> of each year, as follows:

- \$500 for those who elect single health coverage,
- \$1,000 for those who elect two person health coverage, and
- \$1,500 for those who elect family health coverage.

These stipends are not added to base salary.

9.5 The School District shall offer employees a Section 125 Flexible Benefits Plan for health insurance deductions.

9.6 The Haverhill Cooperative School Board will pay \$2,000.00 in lieu of health insurance membership yearly to any employee who qualifies for health insurance, but chooses to provide his or her own health coverage. Employees opting for this payment must provide the Board with proof of their current alternative health insurance coverage annually by July 1. No such proof of coverage shall be required if the employee is covered under a health plan held by another employee of this School District. If an employee requests a waiver of the July 1 deadline, the final decision whether to waive the deadline shall be made by the Superintendent and shall not be subject to the grievance procedure. The \$2,000 payment in lieu of health insurance membership shall be made in the first paycheck of the school year, no later than October 1<sup>st</sup> of each year.

9.7 The Haverhill Cooperative School District shall provide a \$30,000 convertible and portable term life insurance policy for each employee.

9.8 This agreement only includes members of the bargaining unit and the Board reserves the right to make this benefit available to other employees.

9.9 The Haverhill Cooperative School District shall offer employees the ability to enroll in a group dental insurance program. Employees who choose to enroll in the dental coverage plan shall be responsible for 100% of the premium for whatever level of coverage (single, two person or family) that they elect.

ARTICLE X  
SALARIES

10.1 It is agreed that the salaries for employees covered by this agreement shall be in accordance with the salary schedule established (Appendix B-D).

- A. For the 2020-2021 school year, each employee shall move up one step and receive a one percent (1%) increase on the base. Off step employees shall receive a \$1,500 stipend.
- B. For the 2021-2022 school year, each employee shall move up one step and receive a one percent (1%) increase on the base. Off step employees shall receive a \$1,500 stipend.
- C. For the 2022-2023 school year, each employee shall move up one step and receive a one percent (1.0%) increase on the base. Off step employees shall receive a \$1,500 stipend.
- D. Nurses with a Bachelor or Master's degree shall be placed on the Bachelor track of the wage schedule closest to their current salary and shall be entitled to all of the provisions of Article 10.
- E. Nurses with an Associates or Nursing Diploma degree shall receive an increase of two percent (2.0%) in each of the 2020-2021, 2021-2022, and 2022-2023 school years. They will not be placed on the salary schedule and Articles 10-1 A, B, and C do not apply.
- F. Employees contracted to perform work outside the 188 contracted days shall be paid at the rate of \$30.00 per hour. Employees who during 2019 were paid at a per diem rate for work performed outside of the 188 contracted days shall be grandfathered and continue to receive their per diem rate if performing the same work during the term of this agreement.

10.2 All teachers receiving advanced degrees or qualifying for BA+15, MA, MA+30 or CAGS track during the academic year or summer will be placed on the next (appropriate) track for the following (next) September, provided that notification is submitted the previous December 15 of the appropriate year.

10.3 The salaries for Extra-Curricular Activities shall be in accordance with Appendix F. Stipends for Extra-Curricular Activities shall be paid in a check separate from regular payroll.

10.4 No newly hired bargaining unit member shall be placed on a step higher than a currently employed bargaining unit member with equal or greater credited experience. Therefore, newly hired bargaining unit members shall be placed on steps in accordance with Appendix E.

ARTICLE XI  
EXTRA CURRICULAR

11.1 Employees may accept assignments to lead extra-curricular student activities sponsored by the Haverhill Cooperative School District. Determination of the job content and duration of the positions offered is the responsibility of the Superintendent.

11.2 The parties understand that acceptance of an extra-curricular assignment by an employee is voluntary. The assignment will be for the duration of the activity during the school year, except that the School Board shall have the right to terminate any extra-curricular activity at any time and the teacher shall be paid through the termination date.

11.3 An employee who accepts an extra-curricular assignment shall fulfill the assignment except for exigent circumstances. However, resignation from an extra-curricular assignment after its completion will not affect the employee's individual employee contract.

11.4 Stipends shall not be paid for Extra-Curricular Activities that are not on the list in Appendix E, nor shall such stipends be paid to more than one person for each activity listed in Appendix E, unless the School Board and the Association mutually agree in writing to do so before employees perform the Extra-Curricular Activities. However, this does not prohibit multiple employees splitting a single stipend when they agree to do so.

ARTICLE XII  
DUES DEDUCTION

12.1 It is agreed by and between the Haverhill Cooperative School District and the Haverhill Cooperative Education Association that upon receipt of written authorization thereof, signed by the employee, the Board shall deduct an amount to provide payment of dues for membership and assessments of the N.E.A.-N.H. from the regular salary check of such employee. Deductions shall be in equal amounts for ten (10) pay periods beginning the first pay of November. The amounts so deducted pursuant to such authorization of the employee shall be promptly remitted directly to the N.E.A.-N.H. An employee may withdraw his or her authorization for automatic payroll deduction at any time by written notification to the Business Office.

ARTICLE XIII  
ASSOCIATION RIGHTS

13.1 The Board agrees that all employees shall have full freedom of association and self-organization as stated under R.S.A.

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ARTICLE XIV  
GENERAL PROVISIONS

14.1 Copies of this Agreement between the Haverhill Cooperative School District and the Haverhill Cooperative Education Association, N.E.A.-N.H. shall be reproduced within twenty (20) days after this Agreement is signed and will be presented to all employees now or hereafter employed. The expenses incurred will be shared as follows: The Association agrees to provide the necessary manpower to type, reproduce, and assemble said Agreement and the Board agrees to provide all needed materials and equipment. Further, ten (10) copies of the Agreement will be furnished to the Association for its use.

ARTICLE XV  
SAVINGS CLAUSE

15.1 If any article or part of this Agreement is held to be invalid by operation of law, by a court of competent jurisdiction to include the Public Employee Labor Relations Board, or if compliance with or enforcement of any article or part should be restrained by said authority, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XVI  
RETIREMENT

16.1. An employee (1) who has completed a minimum of twenty (20) years of full-time employment, as an employee as defined in Article 1, and (2) will have reached the age of fifty-five (55) by his/her retirement from the Haverhill Cooperative School District, shall be eligible for the following retirement stipend.

16.2. An eligible employee who notifies the superintendent of schools in writing of his/her intention to retire by the December 1 prior to retirement, shall receive a one-time stipend as indicated in the table below.

Upon completion of 10-14 years of full-time employment in the District:	\$ 8,000
Upon completion of 15 years of full-time employment in the District:	\$10,000
Upon completion of 20 years of full-time employment in the District:	\$12,000

Notwithstanding any other provision in this Agreement, the amount payable to an employee under Section 16.2 will be one lump sum payment payable in July following the date of retirement.

16.3 Effective July 1, 2020 an employee who retires from employment who is at least sixty (60) years of age and who has completed at least twenty (20) years of full time employment, as an employee defined in Article I, shall be eligible to participate in a retiree health insurance benefit. Employees who retired prior to July 1, 2020 are not eligible for this benefit.

- A. The term of this benefit is limited to the two-year period immediately following the effective date of the employee's retirement but not beyond the date on which the employee achieves age 65, whichever is less. An employee who retires and does not elect to receive this benefit immediately upon retirement may not enroll in this benefit at a later date.
- B. The District shall contribute to the eligible retired employee's premium cost an amount equal to 80% of the single person premium for the Access Blue New England HMO AB15/40 IPDED, RX#3, RX-10/25/40, M 10/40/70 health insurance plan.
- C. The retiree will be responsible for the balance of the premium cost. Should the retiree elect a more expensive insurance plan than offered by the District to bargaining unit members (single coverage only), the retiree shall be responsible for 100% of the additional premium cost.
- D. During the 2019-2020 school year only, employees who did not give timely notice of their intent to retire prior to December 1, 2019, and who are thus ineligible for the retirement benefit described in Articles 16.1 and 16.3 of this Agreement, shall be eligible for this retiree health insurance benefit if they retire at the end of the 2019-2020 school year.
- E. This provision shall sunset upon expiration of the Agreement and shall not continue beyond the term of this Agreement except by express written agreement of the parties. Employees who are retired and enrolled in this benefit at the time that this provision sunsets shall be eligible to complete their maximum of two years of post-retirement coverage.

ARTICLE XVII  
MILEAGE REIMBURSEMENT

17.1 All employees who are required to use personal automobiles for approved school business shall be reimbursed for such travel at the current IRS rate.

ARTICLE XVIII  
LIQUIDATED DAMAGES

18.1 After July 1<sup>st</sup> of any given school year, should an employee resign his/her employment with this school district during the term of this Collective Bargaining Agreement, thereby failing to work for the district for the entire school year as required by his/her contract (1) without procuring written permission from the School Board or (2) without giving sixty (60) days written advance notice, the employee agrees to pay the school district the sum of \$600.00 as reasonable liquidated damages to compensate the district for expenses incurred by reason of the employee's resignation.

18.2 The Superintendent does not grant or deny employee permission to interview elsewhere.

ARTICLE XIX  
TEACHER WORKLOAD

19.1 High School and Junior High School Teachers shall be assigned a course load which requires no more than five (5) different class preparations or six (6) periods for any given school day unless specifically agreed to by the individual teacher.

19.2 Except in exigent circumstances each teacher in the Haverhill Cooperative School District shall have two- hundred twenty-five (225) minutes of planning time weekly. Planning time is defined as – discretionary, individual teacher planning and preparation time.

Exigent circumstances shall not include IEP meetings, committee, grade level, or team meetings, unless agreed to by the teachers.

ARTICLE XX  
FAIR TREATMENT

20.1 No employee who has been employed for more than three years will be suspended, disciplined or reprimanded except for just cause, however, an employee may not grieve a suspension or other discipline if the employee chooses to proceed with the statutory remedies available under RSA 189:13 or 14, or RSA 189:31 or 32. This provision shall not apply to non-renewals of teachers that are not tenured.



ARTICLE XXI  
SABBATICAL LEAVE

21.1 Any member of the bargaining unit may apply for a leave of absence for the purpose of educational improvement, providing such person has been under contract in the Haverhill Cooperative School District a period of not less than seven (7) years and such application is filed with the Superintendent of Schools no later than November 1 of the year preceding the start of the leave.

21.2 Such leave shall be granted for not more than one (1) full school year. Two (2) half years sabbatical may be approved at the discretion of the Superintendent and the approval of the School Board. To be accepted, a proposal must be educationally sound and consistent with the teacher's staff development plan. Selection shall be made upon recommendation of the Superintendent and the approval of the School Board. The person or persons selected will receive benefits and one-half his/her salary for the term of the sabbatical (i.e., full year or one-half year). One alternate may be selected by the School Board for sabbatical leave should a recipient cancel by March 1.

21.3 If permission for a leave is granted, the recipient shall sign an agreement that he/she will return to teach in the Haverhill Cooperative School District for a period of not less than two (2) years. The Agreement shall state in writing that should the teacher leave the employ of the Haverhill Cooperative School District for any reason except death or serious illness during the two (2) year teaching obligation following completion of the sabbatical leave, or should the teacher fail to return at the expiration of the sabbatical leave, the teacher will reimburse the school district in full for any salaries, monies and benefits, including the cost of any benefits paid during the sabbatical leave plus interest from the dates of respective payments at the then current prime rate of interest. The Agreement shall have appended to it a promissory note to be signed by the teacher consistent with these terms.

21.4 A sabbatical leave recipient shall not be eligible for another sabbatical leave for a period of five (5) years from the date of termination of a sabbatical leave.

ARTICLE XXII  
SCHOOL CALENDAR, YEAR AND DAY

- 22.1 The Board agrees to review suggestions from the employees relative to such calendar prior to its final adoption. Snow/emergency days that are lost during the school year will not be made up during February vacation.
- 22.2 The NEA-NH State Convention day may be a professional day granted to those desiring to attend.
- 22.3 The school year in the teachers' contract shall read one hundred eighty-eight (188) days, to consist of one hundred eighty (180) student contact days and eight (8) other school days. At least three of which will be data analysis days. Up to two days in total may, at the sole discretion of the building principal, be used for setting up and breaking down classrooms at the beginning and end of the school year. The remaining days shall be used as determined by the administration. The district agrees to reschedule not more than four (4) snow/emergency days, unless additional days are required to comply with state law. Any reduction in the number of student days shall have no impact on the number of days that teachers are expected to work.
- 22.4 There shall be no more than one (1) staff meeting per week. Two (2) of the staff meetings per month shall not exceed sixty (60) minutes and the remainder shall not exceed ninety (90) minutes duration. Said meetings to include staff meetings, grade level meetings, and dual school meetings and the like. Staff may attend other meetings on a voluntary basis.
- 22.5 The school day shall consist of seven and one-half (7-1/2) hours, not including staff meetings.
- 22.6 Employees may leave school immediately after the buses have departed on the day preceding a holiday or a vacation.
- 22.7 The school year for nurses shall be one hundred and eighty-five (185) days beginning on July 1 and ending on June 30. The year will consist of one hundred eighty (180) student contact days; three (3) days for conference/workshops on non- school days, two (2) days for in-service days. The district agrees to reschedule no more than four (4) snow/emergency days."

ARTICLE XXIII  
EMPLOYEE EVALUATION

- 23.1 Employees shall be evaluated according to the 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 XXIV  
PROFESSIONAL DEVELOPMENT

24.1 The School district shall reimburse each employee for professional development activity costs(e.g., course tuition; workshop, conference or in-service registration) in accordance with this Article, provided that the activity meets the following criteria:

(1) the employee has a written individual staff development plan which satisfies the requirements set forth in the School Administrative unit No. 23 Master Plan and is approved by the building principal; and (2) the activity is relevant to the goals and objectives outlined in the employee's individual staff development plan; and (3) the activity is approved in advance by the building principal.

24.2 The School District shall not reimburse employees for college/university registration fees, travel to and from activities, books or other materials required for the activity, any college or university course in which the employee receives a grade of less than a "B".

24.3 Course reimbursement shall be paid at the University of New Hampshire in-state rate for up to the cost of 6 graduate credits per year for each bargaining unit member. Reimbursement for workshops and conferences shall be at a rate of \$330 per teacher and \$750 for nurses (for professional development activities approved by the building principal) each year. In no event shall the total amount expended by the District under this Article exceed the cost of \$40,000 per year. Reimbursement shall be on a first come first served basis.

24.4 Bargaining unit members shall apply for reimbursement prior to taking a course or workshop, and shall be informed at that time whether sufficient funds remain available to cover the costs. Reimbursement shall be paid to the employee within 30 days of the employee's presentation to the Superintendent of (1) documentation that the employee completed the course, workshop, or conference; (2) in the case of a course, documentation that the employee completed the course with a grade of "B" or better; and (3) a receipt for the course, workshop, or conference charges incurred.

24.5 If a portion of the \$40,000 under Section 24.3 remains unencumbered after June 1, the unencumbered funds will be used toward reimbursement of course credits in excess of 6 credits or workshops, provided that employees applied for reimbursement for those credits by June 1 and complied with the provisions of this Article.

24.6 If the School District has a need for an employee to get specific training or certification that requires an employee to take more than 6 course credits, and the employee agrees to take more than 6 course credits for that purpose, the School District may pay for more than 6 credits and the excess over 6 credits will not count against the amount in Section 24.3.

ARTICLE XXV  
NO DISCRIMINATION

25.1 The School District prohibits unlawful discrimination on the basis of race, color, religion, national or ethnic origin, age, sex, sexual orientation, marital status, disability, gender identity or expression, genetic information or veteran status, in the administration of this Agreement and other terms and conditions of employment.

ARTICLE XXVI  
REDUCTION IN FORCE

26.1 The personnel file of an employee laid-off due to economic reasons, including declining enrollment, shall indicate that such was the reason for the lay-off.

26.2 In the event employees who are eligible to retire according to Article 16 receives a lay-off notice, they shall have the option of retiring and shall receive all the benefits associated with retirement.

ARTICLE XXVII  
MISCELLANEOUS

27.1 A specialty teacher's total schedule shall be based on the daily schedule used in the building that the teacher begins his/her work day.

27.2 When an employee is absent, the administration will attempt to secure a substitute employee.

ARTICLE XXVIII  
DURATION OF AGREEMENT

28.1 This Agreement shall be effective July 1, 2020 to June 30, 2023.

28.2 IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives.

Haverhill Cooperative Education  
Association NEA/N.H.

Haverhill Cooperative School  
Board

Larry E. Mudge Date 6-24-20  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

[Signature] Date 6/25/20  
[Signature] Date 6/25/20  
\_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

APPENDIX A

Salaries

It shall be understood that the School Board shall have the authority to refuse to grant automatic raises if, in their judgment, an increase is not justified on the basis of the employee's performance.

APPENDIX B

Haverhill Cooperative Salary Schedule 2020-2021

	1.00%		Base increase		
Step	BA	BA+15	MA	MA+30	CAGS
1	\$37,341	\$38,550	\$40,275	\$41,484	\$42,693
2	\$38,386	\$39,590	\$41,282	\$42,479	\$43,674
3	\$39,454	\$40,654	\$42,310	\$43,494	\$44,674
4	\$40,541	\$41,732	\$43,358	\$44,530	\$45,693
5	\$41,651	\$42,833	\$44,430	\$45,584	\$46,720
6	\$42,784	\$43,954	\$45,522	\$46,660	\$47,785
7	\$43,938	\$45,097	\$46,636	\$47,756	\$48,860
8	\$45,114	\$46,258	\$47,774	\$48,872	\$49,955
9	\$46,313	\$47,441	\$48,935	\$50,010	\$51,068
10	\$47,534	\$48,644	\$50,116	\$51,171	\$52,201
11	\$48,776	\$49,867	\$51,323	\$52,350	\$53,352
12	\$50,042	\$51,111	\$52,554	\$53,553	\$54,526
13		\$52,375	\$53,808	\$54,778	\$55,718
14		\$53,661	\$55,088	\$56,026	\$56,931
15		\$54,967	\$56,392	\$57,296	\$58,165
16			\$57,722	\$58,589	\$59,418
17			\$59,075	\$59,905	\$60,695
18			\$60,456	\$61,244	\$61,991
19			\$61,861	\$62,608	\$63,310
20			\$63,294	\$63,996	\$64,649
21			\$64,753	\$65,407	\$66,011

The School District will pay \$1,500 to employees who are in their second or subsequent year on the top step of the salary schedule.

APPENDIX C

Haverhill Cooperative Salary Schedule 2021-2022

	1.00% Base increase				
Step	BA	BA+15	MA	MA+30	CAGS
1	\$37,714	\$38,936	\$40,678	\$41,899	\$43,120
2	\$38,770	\$39,986	\$41,695	\$42,904	\$44,111
3	\$39,849	\$41,061	\$42,733	\$43,929	\$45,121
4	\$40,946	\$42,149	\$43,792	\$44,975	\$46,150
5	\$42,068	\$43,261	\$44,874	\$46,040	\$47,187
6	\$43,212	\$44,394	\$45,977	\$47,127	\$48,263
7	\$44,377	\$45,548	\$47,102	\$48,234	\$49,349
8	\$45,565	\$46,721	\$48,252	\$49,361	\$50,455
9	\$46,776	\$47,915	\$49,424	\$50,510	\$51,579
10	\$48,009	\$49,130	\$50,617	\$51,683	\$52,723
11	\$49,264	\$50,366	\$51,836	\$52,874	\$53,886
12	\$50,542	\$51,622	\$53,080	\$54,089	\$55,071
13		\$52,899	\$54,346	\$55,326	\$56,275
14		\$54,198	\$55,639	\$56,586	\$57,500
15		\$55,517	\$56,956	\$57,869	\$58,747
16			\$58,299	\$59,175	\$60,012
17			\$59,666	\$60,504	\$61,302
18			\$61,061	\$61,856	\$62,611
19			\$62,480	\$63,234	\$63,943
20			\$63,927	\$64,636	\$65,295
21			\$65,401	\$66,061	\$66,671

The School District will pay \$1,500 to employees who are in their second or subsequent year on the top step of the salary schedule.

APPENDIX D

Haverhill Cooperative Salary Schedule 2022-2023

1.00% Base increase

Step	BA	BA+15	MA	MA+30	CAGS
1	\$38,091	\$39,325	\$41,085	\$42,318	\$43,551
2	\$39,158	\$40,386	\$42,112	\$43,333	\$44,552
3	\$40,247	\$41,472	\$43,160	\$44,368	\$45,572
4	\$41,355	\$42,570	\$44,230	\$45,425	\$46,612
5	\$42,489	\$43,694	\$45,323	\$46,500	\$47,659
6	\$43,644	\$44,838	\$46,437	\$47,598	\$48,746
7	\$44,821	\$46,003	\$47,573	\$48,716	\$49,842
8	\$46,021	\$47,188	\$48,735	\$49,855	\$50,960
9	\$47,244	\$48,394	\$49,918	\$51,015	\$52,095
10	\$48,489	\$49,621	\$51,123	\$52,200	\$53,250
11	\$49,757	\$50,870	\$52,354	\$53,403	\$54,425
12	\$51,047	\$52,138	\$53,611	\$54,630	\$55,622
13		\$53,428	\$54,889	\$55,879	\$56,838
14		\$54,740	\$56,195	\$57,152	\$58,075
15		\$56,072	\$57,526	\$58,448	\$59,334
16			\$58,882	\$59,767	\$60,612
17			\$60,263	\$61,109	\$61,915
18			\$61,672	\$62,475	\$63,237
19			\$63,105	\$63,866	\$64,582
20			\$64,566	\$65,282	\$65,948
21			\$66,055	\$66,722	\$67,338

The School District will pay \$1,500 to employees who are in their second or subsequent year on the top step of the salary schedule.

APPENDIX E – Extra Curricular Activities

1.00% Base increase each year

Activity	2020-2021	2021-2022	2022-2023	Activity	2020-2021	2021-2022	2022-2023
Varsity Boys' Basketball	2,742.15	2,769.57	2,797.27	Sr. High Drama	1,095.85	1,106.81	1,117.88
Varsity Girls' Basketball	2,742.15	2,769.57	2,797.27	Sr. High Musical	1,199.88	1,211.88	1,224.00
Varsity Boys' Soccer	2,143.22	2,164.65	2,186.30	Instrumental Music	478.74	483.53	488.36
Varsity Girls' Soccer	2,143.22	2,164.65	2,186.30	Sr. High Choral Music	478.74	483.53	488.36
Varsity Golf	1,719.02	1,736.21	1,753.57	National Honor Society	572.67	578.40	584.18
Varsity Baseball	1,981.62	2,001.44	2,021.45	FBLA	710.03	717.13	724.30
Varsity Softball	1,981.62	2,001.44	2,021.45	Sr. High Student Council	687.81	694.69	701.63
Varsity Track & Field	1,767.50	1,785.18	1,803.03	Sr. High Yearbook	1,781.64	1,799.46	1,817.45
Asst. Varsity Track & Field	1,050.00	1,060.50	1,071.11	Math League	525.20	530.45	535.76
Varsity Skiing - Alpine	1,767.50	1,785.18	1,803.03	SADD	525.20	530.45	535.76
Varsity Cheerleading - Basketball	1,452.38	1,466.90	1,481.57	Youth & Government	518.13	523.31	528.54
JV Boys' Basketball	2,036.00	2,056.36	2,076.92	Sr. High Special Olympics	518.13	523.31	528.54
JV Girls' Basketball	2,036.00	2,056.36	2,076.92	Sr. High Environmental Club	405.01	409.06	413.15
JV Boys' Soccer	1,591.00	1,606.91	1,622.98	MS Musical/Drama	1,095.85	1,106.81	1,117.88
JV Girls' Soccer	1,591.00	1,606.91	1,622.98	MS Musical/Drama Assistant	547.42	552.89	558.42
JV Baseball	1,471.00	1,485.71	1,500.57	MS Student Council	405.01	409.06	413.15
JV Softball	1,471.00	1,485.71	1,500.57	MS Yearbook	400.97	404.98	409.03
JV Golf	1,276.00	1,288.76	1,301.65	EL Musical/Drama	1,085.00	1,095.85	1,106.81
MS Boys' Basketball 1	1,569.54	1,585.24	1,601.09	EL Musical/Drama Assistant	542.00	547.42	552.89
MS Boys' Basketball 2	1,569.54	1,585.24	1,601.09	El Comp. Lego Club/Fall	630.00	636.30	642.66
MS Girls' Basketball 1	1,569.54	1,585.24	1,601.09	El Comp. Lego Club/Spring	630.00	636.30	642.66
MS Girls' Basketball 2	1,569.54	1,585.24	1,601.09				
MS Boys' Basketball 5-6	1,392.00	1,405.92	1,419.98	<b>Class Advisors</b>			
MS Girls' Basketball 5-6	1,392.00	1,405.92	1,419.98	Senior	724.17	731.41	738.73
MS Co-Ed Basketball 4	695.00	701.95	708.97	Senior	724.17	731.41	738.73
MS Boys' Soccer 7-8	1,205.94	1,218.00	1,230.18	Junior	587.82	593.70	599.64
MS Girls' Soccer 7-8	1,205.94	1,218.00	1,230.18	Junior	587.82	593.70	599.64
MS Boys' Soccer 5-6	1,080.70	1,091.51	1,102.42	Sophomore	465.61	470.27	474.97
MS Girls' Soccer 5-6	1,080.70	1,091.51	1,102.42	Sophomore	465.61	470.27	474.97
MS Co-Ed Soccer grade 4	695.00	701.95	708.97	Freshman	458.54	463.13	467.76
MS Baseball 1	944.35	953.79	963.33	Freshman	458.54	463.13	467.76
MS Softball 1	944.35	953.79	963.33				
MS Track & Field	534.29	539.63	545.03				
MS Cheer	695.00	701.95	708.97	<b>Base total</b>	<b>\$70,411.37</b>	<b>\$71,115.48</b>	<b>\$71,826.64</b>



APPENDIX E Cont.  
Years of Experience In The Position Index

<u>Years of Experience</u>	<u>Index</u>
0	1
1	1.03
2	1.06
3	1.09
4	1.12
5	1.15
6	1.18
7	1.21
8	1.24
9	1.27
10	1.30
11	1.33
12	1.36
13	1.39
14	1.42
15	1.45
16	1.48
17	1.51
18	1.54
19	1.57
20	1.60
21	1.63
22	1.66
23	1.69

MEMORANDUM OF AGREEMENT  
HEALTH INSURANCE STUDY COMMITTEE

The School District and the Association hereby agree to create a joint health insurance study committee for the purpose of exploring avenues to control healthcare costs. The committee shall consist of six (6) members, three (3) appointed by the School Board or its designee and three (3) appointed by the Association or its designee. The committee shall make recommendations for controlling healthcare costs to the School Board and the Association. Neither the School Board nor the Association shall be bound by the committee's recommendations. Any changes to current healthcare provisions in the collective bargaining agreement during the term of the Agreement must be mutually agreed upon by the School Board and the Association.

Memorandum Agreement  
between the  
Haverhill Cooperative School District  
and the  
Haverhill Cooperative Education Association

In accordance with Article 10.1.F, of the 2020-2023 collective bargaining agreement, the employees who shall receive their per diem rate includes:

Natasha Baker  
Gina Giudici-Oakes  
Nicole Hauswirth  
Donna Hart  
Bethany Cloutier  
Laurie Restelli  
Susan Welch  
Lori MacPherson  
Scott Simano

Article 10.1.F states:

*10. F. Employees contracted to perform work outside the 188 contracted days shall be paid at the rate of \$30 per hour. Employees who during 2019 were paid at a per diem rate for work performed outside of the 188 contracted days shall be grandfathered and continue to receive their per diem rate if performing the same work during the term of this Agreement.*

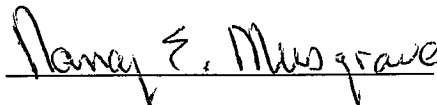
This memorandum of agreement is in effect beginning July 1, 2020 until a successor agreement has been reached.

For the District



Date: 6/17/20

For the Association



Date: 6/24/20