

MASTER AGREEMENT

between

HOLDERNESS EDUCATION ASSOCIATION

and

HOLDERNESS SCHOOL BOARD

July 1, 2020 -June 30, 2024

TABLE OF CONTENTS

		PAGE
Preamble		2
Article I	Recognition	2
Article II	Association Rights	3
Article III	Teacher Employment	3-5
Article IV	Incentive for Professional Growth	6
Article V	Teacher Placement	6
Article VI	School Calendar	6-7
Article VII	Staff Evaluation	7
Article VIII	Leaves of Absence	7-8
Article IX	Extended Leaves of Absence	9-10
Article X	Grievance Procedure	10-13
Article XI	Insurance Benefits	13
Article XII	Salary Schedule (See Appendix B)	14
Article XIII	Co-Curricular Compensation	14
Article XIV	Longevity	14
Article XV	Retirement Benefit	15
Article XVI	Duration of Agreement	15
Article XVII	Savings Clause	15
Appendix A	Grievance Report Form	16-17
Appendix B	Salary Schedule	18
Appendix C	Emergency Sick Bank/Dues Authorization Form	19
Appendix D	Professional Development Approval Form	20
	Memo of Understanding	21

PREAMBLE

This agreement is made and entered into on this ___th day of _____ 2020 by and between the HOLDERNESS SCHOOL BOARD (hereinafter referred to as the 'BOARD' and the HOLDERNESS EDUCATION ASSOCIATION (hereinafter referred to as the 'ASSOCIATION').

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Holderness Central School is their mutual aim and that the character of such education depends upon the cooperation among the Board, the Superintendent, the Administration, and the Teachers, and

WHEREAS, the Board, the Superintendent, the Administration, and the Teachers can best attain their common objectives if each utilizes the ability, experience, and judgment of the other in formulating policies and making decisions that involve matters of mutual concern which affect the quality of Holderness educational programs, and

WHEREAS, the Board and the association have each negotiated in good faith, and

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this agreement,

NOW, THEREFORE, it is mutually agreed as stipulated in the aforementioned statements and as follows:

ARTICLE I RECOGNITION

- A. For purposes of collective negotiations, the Board recognizes the Holderness Education Association, NEA-NH/NEA as the exclusive representative of the teaching staff of the Holderness School District, as certified by the New Hampshire Public Employee Labor Relations Board.
- B. Definitions: The following list of terms will be used frequently in the Agreement and, when used, will refer to the definitions described below unless otherwise stipulated:
1. The term 'teacher' or the term 'employee' means any person included in the bargain unit.
 2. The term 'Board' means the Holderness School Board or any of its agents.
 3. The term 'Association' refers to the Holderness Education Association.
- C. New Positions: If any new employee position is created during the life of this Agreement and the parties cannot mutually agree of its inclusion in the bargaining unit, either party may request clarification and determination from the New Hampshire Public Employee Labor Relations Board.

**ARTICLE II
ASSOCIATION RIGHTS**

- A.** The Board and the HEA agree to comply with RSA 273-A when dealing with each other.
- B.** The Association shall have the right to the following:
 - 1.** Use school buildings at reasonable times for meetings.
 - 2.** Be given an opportunity at building faculty meetings to present brief reports and announcements.
 - 3.** Be given a place on the agenda of all Orientation Programs for all teachers.
 - 4.** Post notices on its activities and matters of teacher concerns in the teachers' room and continue to have use of mail system.
 - 5.** Use school equipment, normally used by teachers, for association activities. However, expendable material will be at the expense of the Association.
- C.** Upon written notification by an employee, the Board will deduct dues for the Association and forward such deductions to the Association treasurer. On or before September thirtieth, dues deductions will begin. The Board and the Superintendent's Office shall be held harmless from any and all claims in connection therewith. (See Appendix C)
- D.** The Association may request a place on the agenda of a regularly scheduled Board meeting. The Superintendent must be informed of the nature of the request at least seven (7) days prior to the meeting.
- E.** The Board and the Association agree to continue the practice of cooperation.
- F.** Rights granted to the Association under this article shall not be disruptive or injurious to the Holderness Central School, its students, the faculty, or administration, not in violation of any of the provisions of this Agreement and shall not be granted to any other labor organization or employee group.
- G.** A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board, participating in the processing of a grievance under this agreement, including arbitration or appearing before a state agency on behalf of the Association, shall be released from regular duties without loss of salary or benefits.

**ARTICLE III
TEACHER EMPLOYMENT**

- A.** The hours for teachers are 8:00 a.m. until 3:10 p.m. Teachers are expected to be in their classrooms whenever students are there. Teachers are to check with the Principal each time they wish to leave the school premises during the day.
- B.** Faculty and team meetings will be scheduled not to exceed one (1) hour ten (10) minutes total per month past the school day. Meetings may continue beyond the total time on a volunteer basis.

- C. Teachers shall be placed on the appropriate step/track according to years of teaching and achievement. The school nurse shall be placed on step B-4 and remain there without step advancement. The District shall pay for any professional development it requires of her.
- D. Teachers shall be notified of their teaching assignments on or before the last day of the academic school year for the ensuing year. Extenuating circumstances, however, will be taken into account.
- E. Any teacher having a total of one-half of the contract days in Holderness shall be given credit for a full year's teaching.
- F. Vacancies for teaching positions and co-curricular activities within the Holderness School District will be posted in the school buildings and emailed to teachers for a period of five (5) working days prior to seeking applicants outside the District.
- G. It shall be the responsibility of the administration to maintain an adequate list and arrange for substitute teachers. This applies to all members of the bargaining unit. The use of regular teachers as substitute teachers shall be in emergencies only.
- H. If it is necessary to reduce the number of teachers employed by the District for legitimate reasons, such as but not limited to, a substantial decrease in student enrollment, the School Board may lay off teachers. The Board, in determining which employees shall be laid off, will take into equal consideration their areas of certification, their seniority in the District and their job performance, following the implementation of a mutually agreed upon evaluation system. Seniority shall be determined only by the number of years as a duly certified employee of the Holderness School District. A teacher's credit for previous years of service shall not be lost in result of layoff, if the teacher is hired back within five (5) years of layoff. The evaluation system in place is considered "mutually agreed upon" for the purposes of the contract. The specific format of evaluations may vary in the future, but must include a preconference, at least one formal observation, and a post conference.
- I. Any teacher who has a Professional standard Certificate from the State Board of Education and who has taught for (1) or more years in the Holderness School District shall be notified in writing on or before April 15 if she/he is not to be re-nominated or re-elected. Any teacher who has taught three (3) consecutive years in any school district in the state shall, after having taught for two (2) consecutive years in the Holderness School District, not be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the HEA upon request.
- J. Any complaint regarding a teacher made to any member of the administration by a parent, student or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. No complaint about a teacher shall become a part of that teacher's file unless the teacher is notified of the complaint and given the opportunity to respond. Said response and/or the results of the response shall also become part of that teacher's file Unsubstantiated complaints shall not be placed in the employee's file.
- K. All teachers must comply with the New Hampshire re-certification standards. It is the responsibility of each teacher to familiarize her/himself with the School Administrative Unit #48 Staff Development Master Plan.

- L. The Holderness School District will provide a new teacher offered a position in the District a copy of this professional agreement in its entirety along with the teacher's individual contract. A copy of this professional agreement shall be posted on the District's website within thirty (30) days of signing.
- M. Although class size cannot be guaranteed given the nature of the community and limitations of the physical plant, if class size exceeds 25 students in Grades K-3, a full-time classroom aide will be provided upon request from the teacher. In Grades 4-8, a classroom aide will be provided upon the request of the teacher and recommendation of the principal if class size exceeds 25 or in extenuating circumstances. Action on the above request will be taken at the next school board meeting following the filing of the teacher's request, and the teacher notified within 48 hours of the decision.
- N. Supervision of students during lunch period and all scheduled recesses shall be provided by aides (including before and after school duties).
- O. Optional Extension of the School Year: By mutual agreement of the Administration and the teachers involved, proposals from teachers must be approved by the Principal and the Superintendent. Final approval and decision to fund rests with the Board. Teachers will be paid at a rate equal to his/her per diem salary. The Board shall appropriate funds for this purpose on an annual basis. Funding will be equal to ten (10) days of per diem salary at Step 10 of the Bachelor Level.
- P. In addition to deductions described elsewhere in this agreement, the Board will provide:
 - A. Automatic payroll withdrawal for:

1. Monadnock Credit Union	4. Great American Western
2. Valic	5. Metropolitan Life
3. Horace Mann	6. TIAA/ CREF
 - B. Automatic payroll deposit to institutions where electronically possible.
- Q. In addition to pre-tax deductions authorized by section 125 of the Federal Income Tax Guidelines described elsewhere in this agreement, the Board will provide pre-tax deductions for:
 - 1. child-care
 - 2. medical expenses not covered by insurance
 - 3. dental expenses not covered by insurance
 - 4. eye-care expenses not covered by insurance
- R. The District will comply with all health and safety codes enforced by local, state and federal authorities.

**ARTICLE IV
INCENTIVE FOR PROFESSIONAL GROWTH**

- A. The School District shall reimburse each teacher at the rate of Plymouth State University graduate courses for each credit he or she may acquire beyond the Bachelor's degree at an accredited college or university up to a maximum of eight (8) credits per year. **Teachers employed 50% or more by the Holderness School District shall be entitled to full course reimbursement. Teachers employed less than 50% by the Holderness School District and are required to earn seventy-five (75) clock hours, will receive no less than 50% course reimbursement.** This account will be fully funded and teachers may apply for any surplus.
- B. For the purposes of advanced degree payments, each fifteen (15) workshop clock hours will equal one (1) credit to a maximum of five (5) credits every three (3) years within teacher's re-certification cycle. (This procedure commenced with the 1987-1988 academic year).
- C. Professional growth activities for which reimbursement is requested must be approved by the Principal and Superintendent of Schools. Said activities must be requested in writing prior to the actual experience. Expenses incurred by all approved activities will be reimbursed.
- D. An additional line will be added to the course approval form for a teacher to indicate the need for surplus staff development funds. Approval for the course will be given, with application for reimbursement from any surplus funds to be completed in June.
- E. Teachers will pre pay for professional growth activities. The District will reimburse the teacher within 30 days of request for reimbursement. If the teacher should fail to complete the activity, the teacher shall repay the District within 30 days of the end date of the activity, or the amount will be withheld from his/her salary over an agreed upon period of time, as authorized in writing by the teacher at the time of the application for payment.

**ARTICLE V
TEACHER PLACEMENT**

- A. When the accumulated number of semester hours beyond a salary step reaches the next track on the salary schedule, the teacher shall be placed on the track which reflects the accumulation of approved credits upon presenting evidence of same. For budget purposes, the Superintendent of Schools must be notified in writing before November 1st of the anticipated placement of individual teachers. All documentation (evidence) supporting a track change must be received by September 30th of the ensuing year following notification.

**ARTICLE VI
SCHOOL CALENDAR**

- A. The Association shall be consulted and its recommendations heard before any final determination is made by the Board as to the school calendar for the ensuing year. The Association will likewise be consulted as to the re-scheduling of any postponed days. The final decision rests with the Board.
- B. The teachers' work year shall consist of 180 + 5 days. At least one (1) of these days shall be set aside for classroom planning and preparation before the opening of the school year and one day set aside for closing.

- C. Any teacher required to work additional time or days beyond the teacher's contract work year shall be compensated for additional days at the daily rate of the individual's contract salary for that year. An example of required work includes, but is not limited to, IEP meetings.

**ARTICLE VII
STAFF EVALUATION**

- A. Teachers not being nominated or re-elected shall be notified in writing on or before April 15. (RSA 189:14-a)
- B. During the first three weeks of school, the Principal shall orient all teachers to the District Plan regarding evaluation procedures and instruments.
- C. Formal observations for the purpose of evaluation and classroom improvement shall occur at least twice per year for probationary teachers and at least once every other year for non-probationary teachers. The Principal, at his/her discretion may perform additional observations.
- D. No report shall be submitted to the Superintendent's office, placed in a teacher's file or otherwise acted upon without a prior conference with the teacher. The conference shall take place as soon after the observation as is mutually possible. In the event a teacher feels the evaluation was incomplete or unjust, or that a noted deficiency was caused by circumstances beyond the teacher's control, objections may be put in writing to be attached to and become part of the report. A teacher's signature on the evaluation report does not necessarily denote agreement with the contents thereof.
- E. Assistance Procedure: Since it is understood by all parties that a major reason for observations and evaluation is to offer positive suggestions and help to a teacher, the teacher shall be promptly notified in writing of any perceived deficiencies, including indications of the expected change(s) and a reasonable period of time for the change(s) to take place, and offers of positive assistance. A teacher may forward any copies of these correspondence to the Association.
- F. The evaluation plan and procedures will be agreed upon by June 30, 2016 for implementation in the 2016-2017 school year. The evaluation plan will be research based and follow the Danielson model.

**ARTICLE VIII
LEAVES OF ABSENCE**

- A. Sick Leave: Sick leave for teachers shall be at the rate of fifteen (15) days available at the beginning of the school year, accumulative to a maximum of one hundred twenty (120) days. Upon retirement, a teacher shall receive ten percent (10%) of his/her per diem salary for each accumulated sick leave. Payment will be made by August 1 of the following fiscal year.

Medical Certificate: It is the responsibility of the professional employee's personal physician to diagnose illness or injury as it pertains to either the teacher or a member of his or her immediate family. Therefore, for any absence claimed under personal illness or illness in the immediate family which exceeds ten (10) consecutive working days, the administration may request substantiation by a certificate from the attending physician.

- B. Personal Leave: Personal leave for teachers shall be at the rate of three (3) days per year, non-cumulative. Prior notice must be given to the Principal or central office administrator assigned to Holderness, if the Principal is not available. Notice must be given 48 hours in advance.

If a teacher is required to go on an overnight trip with a class, they will be compensated at their per diem rate for each overnight away. Class advisors receiving a co-curricular stipend are not eligible for this benefit.

- C. Professional Days: Teachers may be granted five (5) days released time non-cumulative to attend conferences and professional meetings. However, prior approval must be granted by the Principal.
- D. Emergency Bank Days: The Board agrees to establish an emergency bank to cover employees in the event of a prolonged illness or emergency absence not covered under the Article VII or VIII of this agreement. The emergency bank shall be managed by the HEA Board.
1. One (1) sick day from teachers may be voluntarily contributed to an 'Emergency Bank' by September 15. One (1) day contributed equals one share.
 2. Upon request to the HEA Board, a member may be granted up to twenty (20) days of sick leave from the bank. Should more days be needed after this time, he/she may request that the case be reviewed for additional days. The HEA president will notify the Superintendent of Schools of the decision.
 3. All unused days in the bank from the previous year will be carried forward, except that the total number of days shall not exceed in any one calendar year to number equal to three (3) times the number of full-time equivalent (FTE) teaching positions.
 4. A teacher must have contributed to the emergency bank in order to withdraw from the emergency bank.
 5. Upon severance, a teacher's contribution to the Emergency Sick Bank will be returned to his/her sick leave account before the accumulated sick leave is determined.
- E. Jury Duty: A teacher called to jury duty will continue to be paid by the District. The teacher will remit the jury pay to the District less mileage.
- F. Family Death: A teacher shall be granted up to five (5) days per event to attend the funeral of a member of the teacher's family (spouse, children, parent, siblings, grandparents, nieces and nephews) and the same relation of his/her spouse and to attend to matters directly related to a death in the family. Such paid leave shall not accumulate. In addition to the above mentioned days, one (1) bereavement day per year will also be granted for a death of a close personal friend. A teacher who serves as Durable Power of Attorney for Health Care for a person shall be granted the same (5) days to attend the funeral for that person and to attend to matters directly related to that person's death.
- G. Family Illness: A teacher shall be granted up to fifteen (15) days of his/her accumulated sick leave for the purpose of caring of a sick member of the teacher's immediate family (spouse, children, sibling, partner, parent). A teacher may also use his/her personal days up to the allotted three (3) per year, for this purpose, without providing 48 hours notice after the fifteen (15) family sick days has been exhausted. A teacher who serves as Durable Power of Attorney of Health Care for a person shall be granted the same fifteen (15) days of his/her accumulated sick leave and up to the allotted three (3) personal days, without providing 48 hours notice after the fifteen (15) family sick days have been exhausted, for the purpose of caring for that person.

**ARTICLE IX
EXTENDED LEAVES OF ABSENCE**

A. Maternity or Paternity Leave:

1. Upon request, and with two (2) months notice when possible, a teacher who has received a second contract will be granted a leave of absence for the purpose of caring for a newborn infant or newly adopted child for up to one (1) year plus the unfinished year. The leave shall be without pay.
2. Any teacher who is pregnant shall be entitled to the extent of accumulated sick leave, upon request, and may apply for emergency bank days should complications arise.
3. A teacher who is pregnant may continue in active employment as long as the teacher is able to adequately perform her duties and can supply medical evidence to insure her health and safety.

B. Health: In those instances where a teacher's health warrants it, a health leave without pay shall be granted for a period of up to one (1) year plus the unfinished year to a teacher who has received a third contract.

C. Extended Family Illness: A leave of absence without pay, for the purpose of caring for a sick member of the teacher's immediate family, may be granted for a period of up to one (1) year to a teacher who has received a second contract.

D. Sabbaticals:

1. Teachers who have been employed for seven (7) consecutive years by the Board shall be granted, at the discretion of the Board, a sabbatical leave for professional improvement for a full school year or for one-half school year (one semester). The teacher shall sign a contract agreeing to teach at the Holderness Central School for a two (2) year period following the end for the sabbatical leave.
2. Request for sabbatical leave must be received by the Superintendent in writing prior to January 1 of the year preceding the requested leave year, in such form as may be mutually agreed by the Association and the Superintendent. Action must be taken on all such requests no later than ninety (90) days from the date of the request.
3. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall receive one-half (1/2) his/her current salary and full benefits for a full year sabbatical. A teacher granted a one semester sabbatical will receive full salary and benefits.
4. Not more than one teacher per year shall be granted a full-time sabbatical or two teachers per year a half-time.
5. Exceptions will be at the discretion of the Board for the benefit of the School District. Exceptions are not to establish precedent.

E. General Provisions:

1. The Board may, at its discretion and on the request of the teacher, extend any leave that has been granted to a teacher.
2. Upon return from any leave, a teacher shall be assigned to the same or similar position, except in extenuating circumstances.
3. Upon return from a leave of absence, all rights and benefits enjoyed by the teacher prior to his or her leave of absence shall be continued from the point of time that the leave of absence commenced. The teacher may keep the benefits in force while on leave by paying the cost of the benefits to the School District. This payment should be made prior to the due date.
4. Teachers on leave under the above provisions of this article shall be issued a written statement defining the type and duration of such leave.
5. Absences for reasons other than those specified above may be granted upon recommendation of the Superintendent but at the discretion of the School Board.

**ARTICLE X
GRIEVANCE PROCEDURE**

- A.** The parties acknowledge that it is more desirable for a teacher and the immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing.
- B.** In order to establish a more harmonious and cooperative relationship between teachers, administrators, and members of the School Board that will enhance the educational program at the Holderness Central School, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of teachers pursuant to established rules, regulations, and policies of the district.
- C. Definitions:**
1. 'Grievance' - any misapplication, misinterpretation, or violation of this contract, applicable Board policy or practice, applicable law, or where any teacher considers his professional effectiveness or well-being to have been impaired.
 2. The term 'supervisor' shall mean any administrator responsible for the area in which an alleged grievance arises.
 3. 'Association' shall mean the Holderness Education Association.
 4. 'Aggrieved party' shall mean any teacher, group of teachers, or the Association filing a grievance.
 5. The 'date of alleged grievance' is the date when the event or condition constituting the grievance occurred or that date upon which the grievant knew or reasonably should have known of the event or condition.

6. 'Date of receipt' shall mean the date the item is physically received or three (3) days after it is mailed, whichever is earlier.

D. Ground Rules:

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Failure to perform within the procedural time limits shall be deemed as a waiver.
2. A teacher shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
3. A grievant shall have the right to representation of his/her own choice at any stage of the procedure. No grievances may be processed at any level without the consent of the grievant(s).
4. Each party to a grievance shall have access to reasonable times to all written statements and records pertaining to such case.
5. Each supervisor shall have the responsibility to consider promptly each grievance presented and make a determination within the authority delegated and within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies which relate to or affect the teacher in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones, unless such law, rule, policy, etc., has been misinterpreted or misapplied.
7. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in said grievance, the time and place where the alleged events or conditions constituting the grievance occurred, the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance, and the redress sought.
8. Nothing herein shall be construed as limiting the right of a grievant to discuss the matter informally with any appropriate member of the administration and having the grievance informally resolved.
9. The HEA shall have the right to file grievance on behalf of members at the request of the grievant.
10. The HEA has the right to be present and present its position at all levels of the grievance procedure at the request of the grievant.

E. Steps in the Process:

1. Level One:

If the grievant is not satisfied with the informal disposition of the grievance, the teachers shall within twenty (20) school days of the date of the alleged grievance submit a written statement of the grievance to the building principal. The supervisor shall submit a written response to the grievant within ten (10) school days after the receipt of the written submission of the statement of grievance, with a copy sent to the Association.

2. Level Two:

- A.** If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may within ten (10) school days of the supervisor's response, file an appeal to the Superintendent of Schools. The appeal papers shall include the statement of grievance(s) submitted to the supervisor, at the option of the grievant a written statement of specific objections to the supervisor's response and at the option of the supervisor a written statement in support of his/her decision.
- B.** Within ten (10) school days of receipt of the grievance by the Superintendent of Schools, the Superintendent or the designee shall schedule a meeting with the grievant in an effort to resolve the matter.
- C.** The Superintendent of Schools shall submit a written response to the grievant within fifteen (15) school days after the receipt of the grievance. A copy of the decision will be forwarded to the Association.

3. Level Three:

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, he/she may so notify the School Board in writing through the Superintendent within ten (10) school days of receipt of the Superintendent's decision. The School Board shall meet with the grievant, respective principal and Superintendent at the next regularly scheduled School Board meeting in nonpublic session and review the complaint. The Board shall within (10) school days submit its findings in writing to the grievant, with a copy of the decision sent to the Association.

4. Level Four:

- A.** If the grievant is not satisfied with the disposition of his/her grievance at Level Three, the Association may submit the grievance for advisory arbitration by written notice to the Board within fifteen (15) school days of receipt of the decision at Level Three.
- B.** Within fifteen (15) school days after receipt by the Board, the Board or its designee and the Association will attempt to agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve.
- C.** If the parties are unable to agree upon an arbitrator or receive a commitment to serve within twenty (20) school days, a request for an arbitrator shall be submitted to the American Arbitration Association.

- D. The arbitrator shall confine his decision to the application and interpretation of this agreement. He shall be without power to add to, modify or vacate any of the terms of this agreement or make any decisions contrary to or inconsistent with the terms of this agreement or which violates any rule or regulation having the force and effect of law. The costs for services of the arbitrator, if any, shall be shared equally by the Board and the Association.
- E. The decision of the arbitrator, made in accordance with his authority and jurisdiction under this agreement, shall be advisory only. Within fifteen (15) school days after the receipt of the arbitrator's award, the Board will review the matter and issue a determination within ten (10) school days, they will be deemed to have accepted the arbitrator's award. The decision of the Board will be final and binding.

5. Grievance Forms attached (see Appendix A).

**ARTICLE XI
INSURANCE BENEFITS**

- A. For all employees covered by this contract, the following health insurance options are available:
 - 1. ABSOS20/40/1KDED-R10/25/40M10/40/70
 - 2. LUMENOS 2500

The District will provide a choice of health insurance coverage for teachers up to and including family coverage, by providing payment of, 85% of the cost of the plan. The employee responsibility will be 15% of the cost of the plan.

The District will provide payment for the deductible of the ABOS plan at 100%, the deductible of the LUMENOS plan at 50%.

- B. Those opting not to take any of the district's health insurance will sign an opt-out agreement upon receipt of their contract each year. If the employee has not taken any health insurance for the duration for the school year, that employee will receive five thousand dollars (\$5,000.00) by June 1st of the same school year. Part time employees will have the stipend appropriately pro-rated.

If the employee wants to opt back in during the year, and is accepted by the insurance company as eligible to do so, the employee is guaranteed the level of insurance he/she is eligible for at the time. If the employee reapplies for the district's insurance within three (3) months of July first (1st), he/she forfeits the opt-out allowance. If he/she reapplies nearer to six (6) months, he/she will be eligible for one-half the yearly opt-out allowance. If nearer to nine (9) months, he/she will be eligible for three-fourths of the allowance.

- C. The District shall pay 100% of a one person Board approved Dental Plan. If the Dental Insurance Provider allows, a teacher may purchase at his/her expense a two person/family membership.
- D. Part-time teachers will receive a prorated amount of insurance benefits.
- E. The District shall provide a fifty thousand dollar (\$50,000) term group life insurance policy for each teacher.
- F. Liability insurance and worker's compensation shall be carried by the District.

**ARTICLE XII
SALARY SCHEDULE**

See Appendix B

- 2020-2021 - 2.0% increase in salary for all off-step teachers.**
- 2021-2022 - 2.0% increase in salary for all off-step teachers.**
- 2022-2023 - 2.0% increase in salary for all off-step teachers.**
- 2023-2024 - 3.25% increase in salary for all off-step teachers.**

The first two steps of the salary schedule will be eliminated and number them starting at one again. Steps 9 and 10 are to be filled in with the off-step salaries from the years 2016-2017 and 2017-2018. For the 2020 -2021 contract, teachers on-step will advance one (1) step as usual, then two (2) steps will be subtracted to reflect the contract step renumbering changes. The net change will be a one (1) step advance.

**ARTICLE XIII
CO-CURRICULAR COMPENSATION**

Teachers are encouraged to participate in the co-curricular activities in the school. Compensation for supervising major activities approved by the School Board shall be according to the following schedule:

- A.** Co-curricular positions will be compensated using a co-curricular rubric generated by the principal, and at least one HEA member. The principal may choose to have others, like a community member and a school board member, participate in the process as well. The rubric will then be approved by both the HEA and the Board.
- B.** Positions required to be filled by teachers, such as team leaders, shall be compensated according to the appropriate approved rubric found in the teachers' handbook.
- C.** Annually the co-curricular committee shall meet to review the co-curricular rubric and compensation formula for the following school year. Changes will be submitted to the Board prior to November 1st.
- D.** All co-curricular positions that a teacher is eligible for shall be posted.

**ARTICLE XIV
LONGEVITY**

- A.** Longevity will be compensated at a rate of one hundred dollars (\$100) per year of service after completion of five (5) full school years. Teachers who are not full-time through no fault of their own shall be eligible after five (5) years for longevity compensation at a rate commensurate with their percentage of employment.
- B.** Teachers may opt to receive a longevity payment added in to the first payroll of the fiscal year, or a payment may be prorated according to the method selected by the teacher for normal pay. Such election should be made at the signing of the annual contract.
- C.** Teachers who receive longevity from other school districts are entitled to a prorated share from the Holderness School District, based upon the percentage of time worked in the Holderness School District.

**ARTICLE XV
RETIREMENT BENEFIT**

The Holderness School District will offer up to fifty thousand dollars in each of the three years, for 2 gross payments of up to twenty-five thousand dollars each year. Fixed costs associated with the teacher will be deducted from the retirement stipend. The stipend will be prorated for part time teachers.

To be eligible for the stipend, a teacher must have been employed by the Holderness School District for a minimum of twenty years.

Interested and eligible employees must notify the Superintendent of Schools of their intent to retire by November 1st of the preceding year. If there are more than two applicants, the stipends will be awarded to the two who have the most years of service in the District. The Board may at its discretion grant additional retirements stipends under this section.

The retirement benefit payment will be made by August 1 in the year the retirement starts.

**ARTICLE XVI
DURATION OF AGREEMENT**

This Agreement shall become effective on the first day of July 2020 and shall continue in full force and effect until and including the thirtieth day of June, 2024 or until a new contract is negotiated, except as amended in writing by mutual consent of both parties **and voter approval of cost items, if any.**

The Board agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

In WITNESS WHEREOF, this Agreement has been duly executed by the parties on this _____ day of _____, 2020.

HOLDERNESS SCHOOL BOARD

HOLDERNESS EDUCATION ASSOCIATION

By: *Cathy M. Kelly*
By: _____ *4/30/2020*

By: *Mitchell P. Gladwin*
By: *Emily R. Kelley*

**ARTICLE XVII
Savings Clause**

If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees is changed by Legislative action, by Executive Order, or by Directive of the State Board of Education, or is held to be contrary to law by a court of competent jurisdiction, and a final determination has been made, then such provision or application shall no longer be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect.

**APPENDIX A
GRIEVANCE REPORT FORM**

HOLDERNESS

TO: _____ Complete in triplicate with copies to: 1. Principal
(Name of Principal) 2. Superintendent
3. Association

NAME OF GRIEVANT: _____

DATE FILED: _____

LEVEL 1 – TO PRINCIPAL

Date of Grievance: _____

Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

Action Requested:

Signature

Date

Answer given by Principal:

Signature

Date

LEVEL II – TO SUPERINTENDENT

Position of Grievant:

Signature

Date

Date received by Superintendent: _____

Answer given by Superintendent:

Signature

Date

LEVEL III – TO SCHOOL BOARD

Position of Grievant:

Signature

Date

Date received by School Board: _____

Answer given by School Board:

Signature

Date

LEVEL IV – ARBITRATION

The Holderness Education Association hereby notifies the School Board that we have reached level four in the grievance procedure, pursuant to Article X, section E, of the contract. Contact the HEA to set up a meeting to choose an arbitrator.

Date submitted to Board: _____

Date received by Board: _____

Signature

Date

Date of Meeting: _____

Appendix B
HOLDERNESS EDUCATION ASSOCIATION
SALARY SCHEDULE

	B	B+9	B+18	B+24	B+30/M	B+40/M+9	B+65/M+15	M+30
1	40,892	41,404	42,025	42,760	43,616	44,597	45,712	46,969
2	42,548	43,081	43,727	44,492	45,382	46,403	47,564	48,871
3	44,782	45,342	46,022	46,828	47,764	48,839	50,060	51,436
4	47,134	47,772	48,439	49,286	50,272	51,402	52,689	54,137
5	49,609	50,229	50,981	51,873	52,911	54,102	55,454	56,979
6	52,833	53,494	54,295	55,245	56,351	57,619	59,060	60,683
7	56,267	56,971	57,825	58,836	60,014	61,363	62,897	64,627
8	59,925	60,673	61,583	62,661	63,915	65,352	66,986	68,828
9	61,723	62,493	63,430	64,541	65,832	67,313	68,996	70,893
10	63,574	64,368	65,333	66,477	67,807	69,332	71,065	73,020

APPENDIX C
AUTHORIZATION FORM FOR

NAME _____
(Please Print)

I hereby authorize the Holderness School District to put _____ days of my sick leave into the Emergency Bank for the Holderness Central School.

I hereby authorize the Holderness Central School District to withhold from my salary the sum of \$ _____ (total) for my membership dues as follows:

-for my membership in the Holderness Education Association, the sum of \$ _____

-for my membership in the New Hampshire Education Association, the sum of \$ _____ per year.

-for my membership in the National Education Association, the sum of \$ _____ per year.

The sums to be deducted are hereby assigned by me to the Holderness Education Association and are to be remitted by the School District to the Treasurer of the Association and having done so, the Board and the Superintendent's office shall be held harmless for any claim(s) in connection with the financial liability except to forward to the association those funds which have been properly authorized.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of my desire to revoke same.

Signature _____

Appendix D
 School Administrative Unit #48
Activity Approval Form

(Required for all Option 1 activities)

(Required for any Option 2 activities needing prior approval)

Name _____ Date Submitted _____

School _____

Activity Requested

Title and Description of Learning Experience

Date & Time of Activity _____ Sponsoring Agency _____

Total Estimated Clock Hours _____ Endorsement/Certification Area _____

Anticipated Reimbursement (include mileage, etc.) _____

Personal Day _____ Professional Day _____ Other _____

Specific Goal Addressed _____

What do you expect to learn?

How do you expect to use the knowledge gained to improve student learning?

 Signature of Educator & Date

PRE-APPROVAL Approved _____

Disapproved _____

 Signature of Principal & Date

 Signature of Superintendent & Date

INSTRUCTIONS TO STAFF MEMBERS

- Complete for course approval.
- Forward all four pages to the SAU office (All but the white will be returned to you.)
- After completing an activity or course, complete the **bottom half** for **reimbursement**. Again forward yellow, pink and goldenrod to the SAU office.
- You will receive back signed copy of the pink and goldenrod reimbursement forms.
- Send the goldenrod copy to the Professional Development Committee.
- **Payment will follow provided all documentation is complete.**

FOR SAU OFFICE ONLY

- _____ Date Receive from Staff Member
- _____ To the Superintendent for Approval
- _____ Send back to Staff Member/Retained first page
- _____ Received for Reimbursement/Forwarded to Assistant Superintendent
- _____ To Bookkeeping for Payment

Memorandum of Understanding

The HCS board will support the scheduling of 2 half day/ early release days for the purpose of professional development to be scheduled in the school calendar at the recommendation of the Principal and scheduling committee.

Emily Kelley 5-17-16
HEA Representative Date

Joyce Casey
Holderess School Board Date
Chair