AGREEMENT

BETWEEN

THE HOLLIS/BROOKLINE COOPERATIVE SCHOOL BOARD

AND

THE HOLLIS EDUCATION ASSOCIATION

2010 - 2013

JULY 1, 2010 - JUNE 30, 2013

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ARTICLE I
RECOGNITION

1.1 The Hollis/Brookline Cooperative School Board (hereinafter referred to as "The Board") recognizes, for purposes of collective bargaining, the Hollis Education Association, NEA-NH, (hereinafter referred to as "The Association") as the exclusive representative of all certified teaching employees, librarians, school nurses, guidance counselors, ***school psychologists*** (hereinafter referred to as "Staff Members") employed in the Hollis/Brookline Cooperative School District (hereinafter referred to as "The District").

1.2 The Association agrees to represent all Staff Members in the unit designated above without discrimination and without regard to membership in the Association.

1.3 The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.

1.4 Economic benefits for part-time Staff Members shall be calculated on a pro-rata basis. Life, health and dental insurance benefits are available only to Staff Members regularly employed by the District for thirty (30) or more hours per week.

ARTICLE II
NEGOTIATIONS PROCEDURE

2.1 Not later than October 1 of each year, the parties agree to enter into negotiations. Negotiations shall be in accordance with the procedures set forth in RSA 273-A.

2.2 During negotiations, the committee of the Board and the Committee of the Association will present relevant data, exchange points of view, and make proposals and counter proposals.

2.3 The costs of the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.

2.4 A copy of any agreement reached hereunder will be filed with the NH PELRB within fourteen (14) days of its execution.

2.5 Both parties recognize that any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the District. The Board recognizes it must make a good faith effort to secure the funds necessary to implement the agreement. If such funds are not forthcoming, the Board and the Association shall resume negotiations in accordance with RSA 273-A.

ARTICLE III
PEACEFUL RESOLUTION OF DIFFERENCES

3.1 In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, engage in or condone any strike, slow down, work stoppage, or other concerted refusal to perform any appropriate assignment on the part of any Staff Member or Members represented under the terms of this Agreement.

3.2 Neither the Association nor its members shall take part in or condone "sanctions" against the Board or the District, nor shall the Association, or any Staff Member engage in any activity contrary to RSA 273-A.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 DEFINITION

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a Staff Member or group of Staff Members based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved party" is the person or persons or the Association making the claim. All time limits specified in this Article IV shall mean school days, except under Section 4.8 of this Article IV.

4.2 PURPOSE

The parties acknowledge that it is more desirable for a Staff Member and his/her 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 (see Appendix A attached hereto) and referred to the following formal grievance procedure.

4.3 RIGHT OF REPRESENTATION

A Staff Member covered by this Agreement shall, under this Article IV, have the right to have an association representative present at any time subject to his/her requesting such representation.

4.4 TIME LIMIT

A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days of its occurrence, or within twenty (20) school days of when the party should have known of its occurrence.

4.5 FORMAL PROCEDURE

The grievance shall state the specific alleged violation or condition with proper reference to the contract agreement and relief sought.

LEVEL A. Within three (3) days of receipt of a formal grievance, the building principal shall meet with the aggrieved Staff Member. Within two (2) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of any answer given at this level.

LEVEL B. Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level the grievance may be referred to Level C, the School Board.

LEVEL C. Within thirty (30) days of a grievance being referred to this level, the Board will hold a hearing with the participants of Levels A and B, examine the facts of the grievance and render a decision. If the grievance is not settled at this level, then within thirty (30) days from the receipt of the answer rendered at this level, the matter may be referred to arbitration as set forth in Level D of this procedure.

LEVEL D. If the matter is referred to arbitration, the parties shall have ten (10) days to select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

4.6 Time periods specified in this procedure may be extended by mutual agreement.

4.7 Grievance(s) of a general nature or involving the Superintendent may be submitted by the Association to Level B.

4.8 In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).

4.9 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.

4.10 The parties agree that Staff Members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

4.11 The following matters are excluded from the arbitration provisions of this Agreement.

A. Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA-273-A;

B. School Board Policies, except for Reduction-in-Force referenced herein in Article X, Section 10.8;

C. Suspension, dismissal and non-renewal of a Staff Member as defined by the appropriate RSA's.

4.12 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE V
STAFF EVALUATION

5.1 The Board and the Association agree that the responsibility for staff evaluations rests with the administration and that such evaluation will be done on an on going basis. Staff evaluation will be conducted by the school administration in accordance with the SAU 41 Professional Staff Evaluation Plan.

5.2 A written evaluation report will be reviewed with the Staff Member and signed by both the Staff Member and the evaluator. The Staff Member's signature indicates that he or she has seen the document but does not necessarily agree with it. A Staff Member who disagrees with an evaluation report or any document contained in his or her personnel file will be given the opportunity to submit a rebuttal, in writing, to be attached to the document in question. Other than the statutory guarantees of a Staff Member's own right to review the content of his or her personnel file, access to material contained therein will be limited to supervisory personnel within the District. ***All performance related material placed into a Staff Member's personnel file shall require notification to the Staff Member prior to filing.***

ARTICLE VI
NOTICES OF VACANCIES

6.1 Vacancies within the District will be posted on a bulletin board at each of the schools as soon as the Board approves filling the vacancy. Such notices will include a description of the position, as it is then known to be, the requirements of the position, and the place and date at which an application is to be submitted. The Board shall consider the qualifications, and experience of all applicants and, if these factors are substantially equal, will give preference to current employees in the district in filling vacancies. As long as there are no substantially qualified persons on layoff who are eligible for recall as defined in the Board Policy GCPA, Reduction-in-Force, the Board shall make the final decision in filling vacancies.

ARTICLE VII
STAFF DEVELOPMENT

7.1 Re-certification does not guarantee continued employment by the District. Regardless of the type of certificate held, all Staff Members, as a condition of employment, must satisfactorily acquire a minimum of seventy-five (75) clock hour credits for each successive three year period, this period to coincide with the dates of certificate issue and renewal.

7.2 Clock hour credits are acquired in accordance with the Professional Development Master Plan. It is the responsibility of the Staff Member to accumulate sufficient clock hour credits for re-certification and continued employment. Notification of a Staff Member's failure to obtain re-certification will immediately void that Staff Member's contract with the District.

7.3 The Superintendent's office will notify Staff Members annually, by August 31, of their re-certification dates, the number of Staff Development hours accumulated, and the amount needed for re-certification and for completion of the conditions of employment. However, the responsibility for re-certification and completion of those conditions of employment still rests with the individual, who should verify his or her own records.

7.4 PROFESSIONAL DEVELOPMENT STIPEND

1. Staff Members who acquire Staff Development clock hour credits for workshops, conferences and approved, non-compensated school district and/or administrative committees in excess of those required for re-certification in one subject area and/or as a condition of continued employment, as stated in Paragraph 7.1 of this Article VII, may convert said credits into points needed to receive the Professional Development Stipend. One clock hour equals one point. No more than 30 clock hour credits for committee work may be applied to the Professional Development Stipend during a three year period.

2. College course credits may also be converted to points for the Professional Development Stipend. One college credit equals fifteen (15) points. Only college courses directly related to the Staff Member's current assignment within the District or to any career

objective in Education that is reasonable for the Staff Member to achieve within the District are acceptable.

3. College courses which will be used by a Staff Member to move to a higher column on the salary schedule cannot be used for conversion to points for the Professional Development Stipend. If a Staff Member converts college credits to points and then later wishes to use those same credits toward a horizontal movement on the salary schedule, the Professional Development Stipend must be returned to the District before the horizontal move will be effective for computing that Staff Member's pay.

4. At the end of the school year in which a Staff Member has completed the accumulation of one hundred seventy-five (175) points, the District will pay said Staff Member a stipend of three thousand dollars ($3,000). A Staff Member shall be eligible for a Professional Development Stipend no more than once every three years. The staff member shall notify the district no later than ***May 15th*** of a claim for payment of the stipend in that fiscal year.

7.5 STAFF DEVELOPMENT AND COURSE REIMBURSEMENTS

The Board will provide Staff Members reimbursement for approved courses, staff development activities and state recertification fees.

1. Written approval must be obtained from the Superintendent prior to registration. To be approved, a course must be directly related to the Staff Member's current assignment within the District, to objectives defined in the Staff Member's evaluation or to any career objective in education that is reasonable for the Staff Member to achieve within the District.

2. One hundred percent (100%) of tuition, laboratory fees, and required books for one graduate level course per contract year will be eligible for reimbursement up to a maximum of twelve hundred dollars ($1200) if a grade of "B" or better is received (or "pass" in a course offering only pass/fail grades).

3. Staff Members will be eligible for approved staff development activities and course reimbursements and state recertification fees (excluding penalties) in the amount not to exceed nine hundred fifty dollars ($950) per Staff Member per year of which not more than three hundred dollars ($300) may be applied to travel and living expenses. The principal and superintendent may authorize reimbursement for travel and living expenses, at their discretion up to a total of $500 per year. The total amount of reimbursement will be increased to a maximum of twelve hundred dollars ($1200) if the staff member completes a graduate level course as per 7.5.2.

At the end of the contract year, any funds not used for course reimbursement will be returned to the District.

ARTICLE VIII
COMPENSATION

8.1 The basic annual salaries for full-time employment of Staff Members covered by this Agreement are determined from necessary appropriations by the voters of the District. Salaries for full-time Staff Members shall be as indicated in Appendix B. Salaries for part-time Staff Members will be calculated according to the following M^2GRD weighted formula times the amount indicated in the salary schedule (APPENDIX B).

$$S_D = S_F \times \frac{C + .5D}{P}$$

Where:

S_F = salary of full time person per Appendix B/ number of teacher days in school year

S_D = daily salary

P = 6 for staff at the High School
6.5 for staff at the Middle School

C = number of classes taught per day

D = number of planning periods and/or administrative duties. (A planning period is granted to any teacher teaching three (3) or more classes per day.)

8.2 ***On July 1, 2010, Staff Members who were not already at the top step of the salary schedule during the 2009-10 school year will be placed on the 2010-2011 salary schedule at one step higher than the step that they were on during the 2009-2010 school year. On January 1, 2011, Staff Members who have not already reached the top step of the 2010-2011 salary schedule will move up one additional step on the 2010-11 salary schedule. Thereafter, except as further modified below, movement on the salary schedule will occur on July 1, 2011 and July 1, 2012.***

New Staff Members beginning employment with the District on or before January 1, 2011 will be placed on the 2010-2011 salary schedule at one step below their normal eligible step as determined by the Superintendent, but will be provided a step increase on January 1, 2011 on the same terms as current Staff Members. New Staff Members beginning employment with the District after January 1, 2011 will be placed normally on the salary schedule as determined by the Superintendent.

On July 1, 2010, Staff Members who were already at the top step of the salary schedule during the 2009-2010 school year will not be placed on the 2010-2011 salary schedule and will be "off-the-table". These Staff Members will not receive any additional step increases. These Staff Members will be granted the following cost-of-living-adjustments ("COLAs") to their salary during the term of this Agreement: 1.0% COLA on July 1, 2010; 1.25% COLA on July 1, 2011; 1.75% COLA on July 1, 2012.

Staff Members who, as a result of their July 1, 2010 step increase, reach the top step of the 2010-2011 salary schedule will not be eligible for any additional step increases and will be "off-the-table" as of January 1, 2011. These staff members will be granted the following cost of living adjustments during the term of this Agreement: 1.0% COLA on January 1, 2011 (pro-rated); 1.25% COLA on July 1, 2011; 1.75% COLA on July 1, 2012.

If no successor Agreement is entered into, no additional COLAs will be awarded until such time as a successor Agreement is entered into.

Placement on the salary schedule at the time of initial hiring shall be in accordance with the Staff Member's total years of experience, highest degree held, and number of credits earned beyond said degree. Subsequent placement on the schedule shall reflect additional experience, degrees, and credits earned.

8.3 Where there are no further entries beyond a certain step in a given column of the salary schedule, Staff Members who are placed in that column and have that number of years of experience or more will be placed at that last step. In the headings of the columns of the salary schedules, "expr" means number of years of experience, the designation "BA" or "B" is understood to mean Bachelor's Degree granted, the designation "MA" or "M" is understood to mean Master's Degree granted, and the numeric values represent additional college credits earned beyond said degree.

8.4 EXTRA-CURRICULAR AND CO-CURRICULAR STIPENDS

Stipends paid to persons covered by this agreement who are retained by the Board to perform activities which are now or in the future established and funded by the Board shall be agreed to between the Staff Member and the Board prior to the commencement of the activity. Such stipends shall be available for review. Duties performed hereunder shall not constitute a condition of employment and shall be voluntary. In establishing the stipend of each activity, the Board shall consider the number of hours required to perform such activity. The relative amounts of such stipends shall be reviewed by the Board at least every three years.

8.5 RETIREMENT INCENTIVE BENEFITS

Staff Members who have completed 15 or more years of service in the Hollis School District and/or the Hollis Brookline Cooperative School District, and who are eligible for retirement benefits under the New Hampshire Retirement System, and who are at least 55 years of age, shall receive a retirement benefit of 25% of the last full year's salary. For retirement notices given to the superintendent prior to January 1st payment shall be made immediately after July 1st at the beginning of the next fiscal year. If retirement notice is given after January 1st, payment shall be made immediately after July 1st following the end of the next fiscal year. ***Notwithstanding any other provision in this Agreement, payment to an employee under this section, in such amount as is necessary to prevent the school district from being assessed by***

the New Hampshire Retirement System under RSA 100-A:16 III-a, shall be delayed until at least 120 days but not more than 135 days after the employee's retirement."

ARTICLE IX
SCHOOL NURSE

9.1 School Nurse placement on the salary schedule shall be based on the number of year's experience as a school nurse. Nurses are eligible for horizontal movement on the salary schedule for attainment of college credit or a degree up to MA+30. College credit and degrees shall relate to school work performed. Nurses are eligible for the Professional Development Stipend.

ARTICLE X
WORKING CONDITIONS

10.1 School Year

The school year for Staff Members covered by this Agreement shall not be more than one hundred eighty-seven (187) working days.

10.2 A Staff Member whose contract year consists of other than this number shall receive a salary, as determined from Article VIII, which has been adjusted either up or down by an amount equivalent to his/her normal rate of compensation computed on a daily basis for each working day by which his/her contract year varies from the normal school year.

10.3 School Day

Except in cases of emergency, Staff Members will be in their respective classrooms or performing supervisory or instructionally related activities at least fifteen (15) minutes prior to the beginning of the pupil school day and at least fifteen (15) minutes after the close of the pupil school day. The pupil school day at the High School will consist of seven (7) hours and nine (9) minutes. The pupil school day at the Middle School will consist of seven (7) hours.

10.4 The Association agrees that a teacher's day is not necessarily coterminous with the pupils' day because teachers are expected to carry out their professional duties which shall include, but not be limited to, faculty meetings, conferences with parents and/or students, extra help to students, open houses, and/or conferences with administration as required. Such duties and meetings shall be of reasonable frequency and duration based upon current practice.

10.5 The Board will continue its present practice with respect to duty-free lunch.

10.6 Staff members shall be assigned no more than an average of five (5) teaching periods per day. The Board will continue its current practice with regard to class preparation time. Administrative duties will be equitably assigned among Staff Members and shall include the

following: study hall assignment, tutoring students, hall supervision or any other duties that are mutually acceptable to the building administrator and the individual Staff Member. Such administrative duties shall not exceed one period per day for no more than three quarters per year for an individual Staff Member. ***Teachers who substitute for another teacher above and beyond their average fifth class will be compensated at $15/hour.***

10.7 Every reasonable effort will be made to schedule Pupil Personnel Team (PPT) meetings during the teacher work day.

10.8 The School Board will:

1. Apply the Reduction-in-Force Policy approved by the ***Hollis Brookline Cooperative*** School Board ***effective July 1, 2010***, known as Board Policy GCPA, and;

2. Follow the policy during the term of this Agreement, and;

3. Make no changes to policy during the term of this Agreement, and;

4. Said policy shall be subject to the grievance and arbitration provisions of this Agreement.

10.9 Notwithstanding, the provisions of Board Policy GCPA, the assignment of personnel is a management prerogative.

ARTICLE XI
DEDUCTIONS

11.1 The Board agrees that upon receipt of written authorization thereof, signed annually by a Staff Member covered by this Agreement, the Board will deduct from the regular salary check of such Staff Member an amount specified by the Staff Member to provide payment of dues for membership and assessments in the Hollis Education Association (HEA), NEA-NH. Such deductions will be forwarded to the Association treasurer monthly.

11.2 Deductions for tax deferred annuities shall be transmitted to the appropriate vendor within a month of the deduction.

11.3 Direct deposit of the regular salary check will be made available to all staff members.

ARTICLE XII
INSURANCE BENEFITS

12.1 Life Insurance

Each Staff Member who is regularly employed by the District for thirty (30) or more hours per week will be provided with a group term life insurance policy with a face value equal to two times his or her annual salary rounded up to the nearest thousand (1,000) dollars. ***The District will be responsible for eighty-five percent (85%) of the cost of such coverage, and the Staff Member will be responsible for the remaining fifteen percent (15%) of the cost of such coverage.***

12.2 Health Insurance

Throughout the term of this Agreement, each Staff Member who is regularly employed by the District for thirty (30) or more hours per week will be provided with partial payment toward health insurance coverage. For those Staff Members who elect such coverage, the District's partial payment will be the percentage of premium contribution outlined in Table H1 for the plan selected by the Staff Member, however under no circumstance will the amount of this partial payment exceed the premium contribution needed per Table H1 to cover the District's partial payment for the cost of the so-called "driver" plan. In the plans currently offered by the District, the driver plan is the plan known as BC3T15IPDED-RX10/20/45.

Throughout the term of this Agreement, the District will provide Staff Members with at least one plan with a schedule of benefits that is comparable to the Blue Choice Plan (BC3T10). Throughout the term of this Agreement, the District will also offer Staff Members a "high-deductible HSA-eligible" plan. In addition to the partial payment set forth in the preceding paragraph, the District will make a monthly contribution totaling no less than $1,000 per year to any Staff Member who elects health care coverage under the high-deductible HSA-eligible plan offered by the District.

A Staff Member who is eligible for health insurance and who does not elect to receive health insurance through the District for the fiscal year, and who remains employed by the district for the complete school year, shall receive additional compensation of $2,750 from the District.

The Board retains the exclusive right to offer additional health insurance plans to Staff Members. Either party may propose switching health insurance plans. Such proposals will be made to the Health Insurance Task Force, which will then make recommendations, with a majority vote to the Board for its consideration. Either party may also propose changing the driver plan. Such proposals will be made to the Health Insurance Task Force, which will then make recommendations, with a majority vote to the Board for its consideration.

If no successor Agreement is entered into, the dollar amount of the District's contribution to health care coverage for any Staff Member in the third year of this Agreement will remain the same until such time as a successor Agreement is entered into.

TABLE H1

	District %
Single	85.0%
2 person	78.0%
Family	68.0%

12.3 Dental Insurance

Full-time Staff Members will be provided with payment toward either Northeast Delta Dental health care coverages A, B, C and D, or some other plan with a comparable schedule of benefits, as follows:

One hundred percent (100%) of Coverage A; and eighty percent (80%) of Coverage B; and fifty percent (50%) of Coverage C (no deductible, with one thousand dollars ($1,000) maximum per person per year); and fifty percent (50%) of Coverage D (with one thousand dollars ($1,000) lifetime maximum per person for orthodontia age nineteen (19) and under). For the term of this Agreement the District will contribute one hundred percent (100%) of the cost to provide single person membership. The District will pay up to $75 per month for a two person membership and up to $85 per month for a family membership.

Comprehensive Income Security Plan

12.4 Short Term Income Protection

Each full-time Staff Member will be credited at the beginning of each school year with ten (10) days sick leave. Part-time Staff Members will be credited with sick leave days on a pro-rated basis. Sick leave may accrue to a maximum of ninety (90) days.

Sick leave may be used for the Staff Member's own illness, disability, quarantine, or for essential treatments, examinations for diagnostic purposes, pregnancy and normal and customary post-partum, or other absences definitely related to the Staff Member's health, when such treatments, examinations, or absences can only occur during school hours. Normal and customary post-partum is considered up to six (6) weeks, ***and sick leave shall not be used to extend this six week period.*** Sick leave may also be used when the Staff Member's absence is required due to like conditions or illness of a dependent member of his or her immediate family. "Immediate family," as used in this Article, shall be interpreted to include husband, wife, son daughter, father, mother, brother or sister of the Staff Member, or member of the immediate household of the Staff Member. No more than 10 days of sick leave per year may be used for

dependent members of the immediate family. If a Staff Member is absent more than five (5) consecutive days, the illness must be verified by a physician.

12.5 Sick Leave Bank

A sick leave bank shall be established by setting aside one (1) sick leave day from each Staff Member covered by this agreement. The sick leave bank shall be for the use of all Staff Members covered by this agreement. When the bank has been depleted, all eligible Staff Members will recontribute. To become eligible to request extended benefits from the sick leave bank, a Staff Member must:

1. Have exhausted all accrued sick leave under section 12.4 of this article.
2. Present satisfactory evidence of serious illness, disability, pregnancy, or normal and customary post-partum as defined in 12.4 (excluding work-connected accident); and
3. Gain the approval of the Sick Bank Committee.

A Staff Member, with a continuing contract may draw up to forty-five (45) days from the sick leave bank in any one year up to such time as Long Term Disability commences; or a Staff Member with an annual contract may draw up to fifteen (15) days from the sick leave bank in any one year up to such time as Long Term Disability commences. The sick leave bank will be administered by the Sick Bank Committee which will consist of two (2) Staff Members appointed by the Hollis Education Association and a person who is the designee of the Superintendent.

The Sick Leave Bank is only intended for the Staff Member and does not cover absences due to illness of a member of his/her immediate family. During the time of the Staff Member's absence, the District will maintain payment of the Staff Member's medical insurance premiums. The contribution of any sick leave days will not affect the Attendance Bonus in Article 13.12.

12.6 Long Term Disability

The District will purchase Long Term Disability Insurance to cover all Staff Members. ***The District will be responsible for eighty-five (85%) of the cost of such coverage, and the Staff Member will be responsible for the remaining fifteen percent (15%) of the cost of such coverage.*** The policy/policies will provide for income at sixty-six and two-thirds (66 2/3) percent of the Staff Member's salary commencing after ninety (90) calendar days of disability. This benefit covers the employee up to the social security normal retirement age, as stated by the terms and conditions of the current policy or the cessation of disability, whichever occurs first. A Staff Member on Long Term Disability who recovers from said disability will have the right to return to his or her teaching position for up to two years from the date on which Long Term Disability payments began. The District will maintain payment of the Staff Member's medical insurance premiums from the commencement of Long Term Disability until the Staff Member is eligible for health care under Medicare but in no case for a period of more than three (3) years. If a Staff Member is disabled for part of a school year, he or she will receive credit for that year for computing years of service.

ARTICLE XIII
LEAVE BENEFITS

13.1 Personal Leave

A Staff Member will be granted "personal leave" days by the Principal or Superintendent to enable him or her to attend to personal affairs which, because of their nature, must be attended to at a time when school is in session. Application for personal leave must be made in writing as far in advance as is possible. In the case of an emergency, the request may be made by telephone, followed as soon as possible by the required written application.

13.2 If the reason for personal leave is, in the Staff Member's judgment, of an extremely personal nature, and he or she does not wish to share any information connected with the personal leave request, he or she is free to not state the reason. However, it is not intended that a Staff Member will use the language of this section to refuse to give reasons for requests that are not for an extremely personal reason.

13.3 If the Staff Member is an officer of the Association and the personal leave is required for that officer of the Association to exercise his or her responsibilities to represent another Staff Member or Members covered by this Agreement, the Staff Member may apply for a waiver such that this leave shall not be deducted from his or her own personal leave time.

13.4 No Staff Member will be granted more than three (3) personal leave days per school year. Personal leave under this Article may not be used to extend a holiday, a vacation or a long weekend. ***If a Staff Member wishes to take time off for a holiday not covered by the school calendar, he/she will be required to use either one (1) of the three allocated personal days or unpaid leave."*** Therefore, Staff Members requesting personal leave before or after a holiday, a vacation or a long weekend will be required to give specific reasons for their requests.

13.5 Bereavement Leave

A Staff Member who is absent due to death in his or her immediate family is granted up to five (5) days leave not chargeable to sick leave or personal leave. "Immediate family" as used in this article shall include husband, wife, son, daughter, father, mother, brother, sister, grandparents, grandchildren, and in-laws such as mother, father, brother, sister, or member of the immediate household of the Staff Member.

13.6 Professional Leave

The Superintendent or Principals may grant Staff Members leave to attend conferences or visit schools without loss of pay, when extended absences are not involved. Such leave will be considered professional leave and will not be deducted from personal leave time.

13.7 Sabbatical Leave

Upon recommendation of the Superintendent, a sabbatical leave may be granted in any one school year to one member of the full-time Staff who has at least five (5) consecutive full school years of service in the District, for study that will be of value to the District. Such sabbatical leave will be for a single full school year, which year shall not count as an additional year's experience on the District's salary schedule. Compensation for the sabbatical year will be one-half the Staff Member's immediately preceding annual salary and full medical benefits.

A Staff Member, to be granted a sabbatical leave, must execute a contract with the District agreeing to return to employment in the District for a period of at least two (2) full school years following termination of the sabbatical leave, and agreeing that, failing completion of the two (2) year period, he or she will repay a pro-rated portion of the sabbatical leave compensation for the remaining service not completed. The Board reserves the right to limit the total number of such leaves of absence granted in any one contract year.

13.8 Court/Agency Appearance

Any employee required to be present in court or at a hearing before an administrative agency of the government shall be granted up to three (3) days of non-cumulative leave with pay per year. This limitation of three (3) days shall not apply to jury duty. The employee shall not be required to use another category of leave. This leave may not be used for personal legal matters.

13.9 Official Delegate Leave

Each employee designated as an "Official Delegate" to the NEA/NH Assembly of Delegates shall be granted one (1) day paid leave to attend such assembly. The name(s) of the designee(s), not to exceed three (3), and the date of the assembly shall be submitted in writing to the building principal at least forty-eight (48) hours in advance in order for the employee(s) to be eligible for payment.

13.10 Family Leave

Upon request, a Staff Member shall be granted a leave of absence for up to four grading periods, without pay or benefits, for family reasons. Except in cases of emergency, the Staff Member shall give the district at least sixty (60) days notice of the anticipated starting and ending dates of such leave. A Staff Member may only return from such leave at the beginning of a grading period. Upon return, the Staff Member shall be returned to his/her previous assignment or some equivalent assignment available at that time. The Staff Member shall retain all previously accrued benefits including sick leave accumulation and seniority. The Staff Member may continue insurance benefits at his/her own expense.

13.11 Other Unpaid Leave

The Board may grant extended leaves of absence, without pay or benefits, for further study or other reasons. Such leaves, if granted, are granted only for the purpose stated in the Staff Member's request for the leave, and should the conditions stated change, the Staff Member is required to so inform the Board and to be prepared to return to his or her normal assignment, or some equivalent assignment that is available at that time. If such leave extends from one school year into the next, the Staff Member must inform the Board no later than April, 15th if they will be unable to return to work on the previously granted date. Failure to so inform the Board shall be interpreted to be, in effect, a resignation from the Staff Member's employment with the District. The Board reserves the right to limit the total number of such leaves of absence granted in any one Contract Year.

13.12 Attendance Bonus

At the completion of the school year, the District will make a supplemental payment to each Staff Member whose attendance record for the year is exemplary. The Staff Member will receive for total days absent (excluding professional and bereavement leave days) the following:

For no more than 4 days absent: ½ day of additional pay
For no more than 3 days absent: 1 day of additional pay
For no more than 2 days absent: 1 ½ days of additional pay
For no more than 1 day absent: 2 days of additional pay
For no days absent: 2 ½ days of additional pay

ARTICLE XIV
JURISDICTION AND AUTHORITY

14.1 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 District.

14.2 The parties understand that neither the Board nor the Superintendent may lawfully delegate the powers which by law are vested in them, and this Agreement shall not be construed so as to limit or impair these respective statutory powers.

14.3 In the event that any provision of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect. Further, the parties agree to meet within fifteen (15) days to negotiate a new provision within the limits established by said authority using the procedure outlined herein.

ARTICLE XV
DURATION

15.1 The provisions of this Agreement will be effective as of ***July 1, 2010,*** and shall remain in full effect and binding on the parties until ***June 30, 2013*** or until a successor agreement takes effect, whichever occurs later.

15.2 This Agreement shall not be modified orally, but only through negotiations, as set forth in Article II of this Agreement.

15.3 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

APPENDIX A

GRIEVANCE REPORT FORM

Copies to: 1. Staff Member(s)' Immediate Superior; 2. Principal (if not 1);
3. Superintendent; 4. Association

To: _____ Date: _____

From: _____School: _____

Date of Grievance: _____

Statement of Grievance, including the specific violation or condition, will reference the specific Article of the Hollis/Brookline Cooperative School Board/HEA Agreement violated:

Relief Sought:

_____
Signature

_____
Date Received:

LEVEL A

Submitted to: _____

Building Principal

Date Received: _____

Decision of Principal

_____

Signature

Date: _____

LEVEL B

Appealed Prior Decision to: _____

Superintendent of Schools

Date Received: _____

Decision of Superintendent:

_____

Signature

Date: _____

Opposing Position of Aggrieved Staff Member(s):

_____

Signature

Date: _____

LEVEL C

Submitted to Hollis/Brookline Cooperative School Board

Date Received: _____

Decision of School Board:

_____

Board Chairperson

Date: _____

LEVEL D

Request to Submit Decision in Level C to Arbitration

Date Received: _____

_____

Association President

Date: _____

APPENDIX B
PROFESSIONAL STAFF SALARY SCHEDULES

2010-2011

Step	Exp	RN	BA	BA+15	BA+30	MA	MA+15	MA+30
1	B	$ 35,106	$ 36,158	$ 37,246	$ 38,360	$ 39,893	$ 41,092	$ 42,324
2	1	$ 36,509	$ 37,605	$ 38,688	$ 39,808	$ 41,341	$ 42,537	$ 43,769
3	2	$ 37,915	$ 39,052	$ 40,136	$ 41,251	$ 42,786	$ 43,983	$ 45,218
4	3	$ 39,318	$ 40,497	$ 41,583	$ 42,698	$ 44,234	$ 45,432	$ 46,665
5	4	$ 40,724	$ 41,943	$ 43,027	$ 44,147	$ 45,683	$ 46,877	$ 48,111
6	5	$ 42,303	$ 43,569	$ 44,653	$ 45,771	$ 47,308	$ 48,507	$ 49,739
7	6	$ 43,882	$ 45,200	$ 46,283	$ 47,402	$ 48,932	$ 50,134	$ 51,367
8	7	$ 45,464	$ 46,827	$ 47,909	$ 49,028	$ 50,562	$ 51,760	$ 52,993
9	8	$ 47,042	$ 48,453	$ 49,537	$ 50,653	$ 52,188	$ 53,386	$ 54,620
10	9	$ 48,621	$ 50,080	$ 51,164	$ 52,282	$ 53,816	$ 55,013	$ 56,247
11	10	$ 50,201	$ 51,706	$ 52,791	$ 53,908	$ 55,442	$ 56,640	$ 57,875
12	11			$ 54,598	$ 55,718	$ 57,249	$ 58,449	$ 59,682
13	12				$ 57,706	$ 59,237	$ 60,438	$ 61,670
14	13					$ 61,406	$ 62,607	$ 63,842
15	14						$ 64,958	$ 66,191
16	15							$ 68,713

2011-2012

Step	Exp.	RN	B	B+15	B+30	M	M+15	M+30
1	B	$ 35,668	$ 36,632	$ 37,789	$ 38,946	$ 40,488	$ 42,223	$ 43,187
2	1	$ 36,381	$ 37,365	$ 38,545	$ 39,530	$ 41,095	$ 42,645	$ 43,619
3	2	$ 37,291	$ 38,187	$ 39,354	$ 40,399	$ 41,958	$ 43,157	$ 44,273
4	3	$ 38,671	$ 39,561	$ 40,790	$ 41,834	$ 43,385	$ 44,538	$ 45,712
5	4	$ 40,063	$ 41,005	$ 42,218	$ 43,277	$ 44,817	$ 46,008	$ 47,152
6	5	$ 41,545	$ 42,441	$ 43,654	$ 44,705	$ 46,251	$ 47,434	$ 48,614
7	6	$ 43,082	$ 44,053	$ 45,269	$ 46,314	$ 47,870	$ 49,047	$ 50,218
8	7	$ 44,633	$ 45,683	$ 46,898	$ 47,959	$ 49,473	$ 50,666	$ 51,825
9	8	$ 46,218	$ 47,305	$ 48,493	$ 49,565	$ 51,106	$ 52,287	$ 53,458
10	9	$ 47,812	$ 48,913	$ 50,142	$ 51,176	$ 52,716	$ 53,908	$ 55,061
11	10	$ 49,342	$ 50,479	$ 51,746	$ 52,788	$ 54,350	$ 55,498	$ 56,686
12	11	$ 50,674	$ 52,195	$ 53,350	$ 54,425	$ 55,953	$ 57,135	$ 58,301
13	12			$ 55,164	$ 56,248	$ 57,744	$ 58,935	$ 60,109
14	13				$ 58,273	$ 59,765	$ 60,939	$ 62,122
15	14					$ 61,976	$ 63,133	$ 64,296
16	15						$ 65,500	$ 66,643
17	16							$ 69,309

2012-2013

Step	Exp.	RN	B	B+15	B+30	M	M+15	M+30
1	B	$ 37,218	$ 38,224	$ 39,431	$ 40,439	$ 42,041	$ 43,626	$ 44,622
2	1	$ 37,497	$ 38,511	$ 39,727	$ 40,742	$ 42,356	$ 43,953	$ 44,957
3	2	$ 37,704	$ 38,857	$ 39,945	$ 40,966	$ 42,589	$ 44,151	$ 45,159
4	3	$ 38,552	$ 39,615	$ 40,644	$ 41,724	$ 43,291	$ 44,549	$ 45,656
5	4	$ 39,901	$ 40,962	$ 42,026	$ 43,143	$ 44,698	$ 45,885	$ 47,071
6	5	$ 41,298	$ 42,416	$ 43,455	$ 44,588	$ 46,129	$ 47,376	$ 48,531
7	6	$ 42,784	$ 43,879	$ 44,889	$ 46,015	$ 47,559	$ 48,798	$ 49,987
8	7	$ 44,346	$ 45,459	$ 46,528	$ 47,625	$ 49,200	$ 50,384	$ 51,586
9	8	$ 45,898	$ 47,096	$ 48,156	$ 49,269	$ 50,799	$ 51,996	$ 53,211
10	9	$ 47,459	$ 48,720	$ 49,769	$ 50,870	$ 52,450	$ 53,634	$ 54,834
11	10	$ 49,096	$ 50,328	$ 51,412	$ 52,498	$ 54,049	$ 55,270	$ 56,424
12	11	$ 50,593	$ 51,914	$ 53,006	$ 54,099	$ 55,671	$ 56,845	$ 58,060
13	12	$ 51,985	$ 53,601	$ 54,622	$ 55,749	$ 57,285	$ 58,493	$ 59,744
14	13			$ 56,425	$ 57,561	$ 59,061	$ 60,277	$ 61,537
15	14				$ 59,518	$ 61,099	$ 62,297	$ 63,567
16	15					$ 63,268	$ 64,477	$ 65,729
17	16						$ 66,830	$ 68,095
18	17							$ 70,682

APPENDIX C

The existing Sidebar Agreements will be replaced with the following:

Ratification Of Reduction In Force Policy And Creation Of Reduction In Force Policy Task Force

The Association will immediately ratify the Reduction In Force policy that the parties previously accepted so that the Board can vote on the policy. The parties will then establish a task force that will include two HEA appointed staff members, one Board member and one administrator to review this Reduction In Force policy and make recommendations, with a majority vote to the Board by June 1, 2011.

Creation Of Sick Leave Bank Task Force

The parties will establish a task force that will include two HEA appointed staff members, one Board member and one administrator to review the sick leave bank procedures and make recommendations, with a majority vote to the Board by June 1, 2010.

Creation Of Health Insurance Task Force

The parties will establish a task force that will include two HEA appointed staff members, one Board member and one administrator to review other health insurance plans available to the District and make recommendations, with a majority vote to the Board by June 1, 2010.

Appendix D

Hollis Brookline Cooperative School Board Policy GCPA

REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE

A. When it is determined to reduce the number of professional teaching staff, the following procedure will be utilized:

1. As soon as a reduction-in-force becomes necessary the President of the Association shall be notified in writing, specifying the nature of the proposed reduction.
2. Reductions will first be accomplished by attrition (resignations, retirements, refusal to contract).
3. If more reductions-in-force are necessary, then part-time Staff shall be laid off.
4. For purposes of this policy, classifications will be defined as follows:
   a. 7th grade through 8th grade; and 9th grade through 12th grade.
   b. Grades 7-8 and 9-12 classifications will be defined by major teaching subject areas including, English, Reading, Foreign Language, Family and Consumer Science, Industrial Arts, Mathematics, Health, Science, and Social Studies.
   c. Specialized teaching areas including Art, Business Education, Computer, Guidance, Nurses, Library, Music (General, Choral, or Instrumental), Physical Education, and Special Education shall be classified grades 7-12.
5. Within these classifications, probationary teachers shall be laid off first. If further reductions are necessary, then teachers on continuing contract will be laid off. A continuing contract teacher is one who qualifies for notice, reasons, and a School Board hearing under the provisions of RSA 189:14-a. Among continuing contract teachers, the following criteria will be utilized:
   a. New Hampshire Certification.
   b. Academic and professional preparation beyond minimum requirements.
   c. Teaching performance as determined by previous evaluations.
6. If these factors are substantially equal, then seniority shall determine the order of layoff, with the least senior teacher being laid off first. Seniority is defined as the total years of uninterrupted service to the Hollis Brookline Cooperative School District and the Hollis School District before it, if applicable, within a bargaining unit position. Approved leaves or transfers to a non-bargaining unit position shall not result in loss of previously accrued seniority. However, resignation shall terminate all previously accrued seniority.

B. Teachers shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred. Only continuing contract teachers shall be eligible for recall rights. The same conditions as A.4 shall apply to recall.

1. Laid off teachers shall be eligible for recall for a two (2) year period following their final date of employment.
2. Teachers shall be responsible for notifying the Superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested.

REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE
(continued)

3. Teachers shall have twenty (20) business days to respond to any recall notice. Failure to accept recall to a permanent full-time position shall terminate the teacher's rights under this Article.
4. No new employees shall be hired for any vacancy within a classification while there are laid off personnel from those classifications available to fill those positions.
5. Teachers recalled shall retain previous seniority and other accrued contract benefits, such as accumulated sick leave.
6. Should a vacancy occur within a classification and there are no teachers on the recall list for that classification, then that vacancy shall be offered to the most senior teacher laid off from another classification who is certified and substantially qualified to teach that position. If the laid off teacher refuses the vacant position, his/her recall rights shall be retained.

This policy is referenced in the Collective Bargaining Agreement in Article VI, Notice of Vacancies (6.1), and Article X, Working Conditions (10.8).

Originally Approved: March 4, 1981
Rewritten and Reapproved: July 27, 1989
Amended and Adopted: January 20, 2010

This Policy shall become effective July 1, 2010

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17 day of MARCH, 2010.

HOLLIS/BROOKLINE COOPERATIVE SCHOOL BOARD

By _____
Janice Tremblay
Hollis Brookline Cooperative School Board

By _____
Susan E. Hodgdon
Superintendent of Schools

HOLLIS EDUCATION ASSOCIATION

By _____
David Olszewski, President
Hollis Education Association

By _____
Rosemary Mezzocchi, Negotiator