

AGREEMENT

BETWEEN

**THE HOLLIS/BROOKLINE COOPERATIVE
SCHOOL BOARD**

AND

THE HOLLIS EDUCATION ASSOCIATION

2013 - 2014

JULY 1, 2013 - JUNE 30, 2014

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.

4.13 No disciplinary action (termination, suspension, written reprimand, or disciplinary demotion) or withholding of compensation as a result of placement on an Intensive Assistance Phase Plan shall be taken without just cause.

ARTICLE V STAFF EVALUATION

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

A. *Timeline*

1. Copies of the District and building evaluation procedures can be found online at <https://sites.google.com/a/sau41.org/staff-area/>.
2. By October 1 each professional will review his/her Assistance Plan, if applicable, with their administrator.
3. Professionals on continuing contract, who are in the third year of their evaluation cycle or their first year on continuing contract, will set a minimum of two three-year goals with their administrator between May 31st and October 15th.
4. Continuing contract professionals, who are in year two or three of their evaluation cycle, will review their goals with their administrator by May 31.
5. Recommendation for renewal for all professionals will be forwarded to the Superintendent prior to April 1.

B. *Professional Development Plans*

Each professional, together with an administrator, will identify needs for growth. Revisions of the Goals may be made as needed. A follow-up conference may be scheduled whenever the professional feels the plan is achieved or needs revision.

However, if an Intensive Assistance Phase Plan may be initiated for the following year, a meeting must be scheduled on or before March 31st. Even if the Intensive Assistance Phase Plan has not been completed, the professional and his/her administrator will review the concerns delineated in the formal observation(s) and other documentation that will be addressed in the final plan.

When a professional is not on continuing contract, the Summative Evaluation meeting must occur on or before March 31st. Even if the Goal has not been completed, the professional and his/her administrator will review the progress made prior to the completion of the Summative Evaluation.

No pay or termination decisions are to be associated with the Professional Development Plan. It is entirely for the purpose of professional growth and instructional enhancement.

C. *Process: Specific timelines and guidelines are explained below.*

1. *Timeline of Observations:*

- a. Pre-conference will be held one to three school days prior to the observation.
- b. Observation(s) shall be no less than thirty (30) minutes in length.
- c. Post-conference will be held within seven (7) school days and the supervisor and professional shall meet to discuss the observation.
- d. Final copies of observation reports will be in written form, signed by the administrator and provided to the professional within ten school days of the post-conference.
- e. After receiving the final copy of the observation report, professionals will have ten (10) days to sign the document and to respond in writing to any portion of the observation report to which they object.

2. *Frequency of Observations*

- a. *Teachers new to the District:* Administrators are responsible for carefully monitoring the performance of staff members during their first year in the District, including at least one informal observation within six to eight weeks of the start of the school year. In the period before March 31, administrators shall keep all new staff members informed of their strengths and improvement needs and provide appropriate assistance if necessary.
- b. *Professionals without Continuing-Contract Status:* Professionals who have not achieved continuing contract status shall have at least two (2) formal observation sequences between September 1 and March 15 of each year. The first formal observation will take place by December 1.

- c. *Professionals with Continuing-Contract Status:* Professionals on continuing contract shall have a minimum of one (1) formal observation sequence during the second year in their three (3) year cycle. No teacher shall receive a notice of non-renewal, under RSA 189-14 for classroom performance without a formal classroom observation in that school year.

Professionals on continuing contract whose performance is of concern and if non-renewal is likely to be proposed on April 15, the professional will be notified and they will be placed on an Intensive Assistance Phase Plan.

Written documentation addressing the specific area(s) of concern will be made available to the professional at that time. The Intensive Assistance Phase Plan must be written within fourteen (14) calendar days of notification. With the approval of the professional, a copy of the written Intensive Assistance Phase Plan will be forwarded to the Association President. At least one (1) follow-up formal observation will be completed within 30 calendar days with at least one additional observation within 50 calendar days. If the professional is not placed on an Intensive Assistance Phase by January 15, the teacher may not be non-renewed in that school year based on classroom performance. These notification requirements do not apply if serious non-classroom issues arise after January 15th.

3. *Observation Sequence:* This sequence for observations will be followed:
 - a. *A pre-observation conference*, at which the professional will prepare the observer for the observation, will occur no more than three school days prior to the observation.
 - b. *A post-observation conference, designed to provide immediate feedback from the administrator and an opportunity for the professional and administrator to review the observation and to discuss the objectives of the lesson as outlined in the pre-observation conference, will occur no more than seven school days after the observation. The post-observation conference should also focus on the professional's continued growth/improvement; recommendations made at this time should be incorporated into the goals.*
4. *Observations and Observers:* Formal classroom observations for teachers shall be conducted openly and with the full knowledge of the professional by his/her administrator, who will have formal training in teacher evaluation methods and practices and who will not be a member of the bargaining unit.

Professionals may request that another professional staff member be part of the observation process, including another administrator, or any qualified professional, except the Superintendent or Assistant Superintendent of Schools. The use of peer observers is entirely voluntary and to be used only for instructional enhancement and professional growth. It is understood that information shared between a peer observer and the professional will remain confidential.

5. *Professional in Need of Assistance – Intensive Assistance Phase:* If, after following the procedures outlined herein, it is determined that a professional must be placed on the Intensive Assistance Phase Plan, the administrator will meet with the professional and develop a plan that identifies those specific performance area(s) which have been noted in observation reports, conferences, or other forms of written communication as being unsatisfactory.

In an effort to remediate the unsatisfactory performance, the Intensive Assistance Phase Plan will include:

- a. indications of the applicable approaches, behaviors, and strategies that are recognized as good practice in the school and throughout the District;
- b. suggestions for specific activities the individual could undertake to remedy the difficulties;
- c. a collaborative determination between the professional and administrator of any special help and/or materials the school might provide to help remedy the situation;
- d. a plan for administrative follow-through to make certain the professional receives appropriate assistance;
- e. regularly scheduled monitoring of the professional's performance and provision of advice and assistance as necessary;
- f. measurable goals for achieving improvement.

In accordance with Article 8.3, it is understood that pay and termination decisions may be associated with the Intensive Assistance Phase Plan.

6. *Summative Evaluation:* Evaluation of professional performance is continuous and cumulative and may include reference to any written observations. All annual-contract professionals will receive a written Summative Evaluation no later than March 31st. All continuing-contract professionals will receive a written Summative Evaluation no later than May 31 in year three of their three-year cycle. The Summative Evaluation shall take into consideration all written reviews of formal and informal observations conducted during the professional's evaluation cycle and other relevant documentation.
The administrator and professional will sign a statement that the professional has read the Summative Evaluation as provided in Section D of Article V.
7. *Annual Recommendation Form:* Prior to April 1 of each year, administrators will submit to the Superintendent a list which will name each professional under his/her supervision to be recommended for renewal.
8. *Appeals Procedures:* Two procedures are available for professionals and administrators for the purpose of resolving disagreements regarding implementation of these procedures:

- a. *Informal:* If mutually agreed, an informal procedure may be utilized to resolve a disagreement regarding the recommendations of the Intensive Assistance Phase Plan. Professionals and administrators may call on other professionals or administrators to mediate these differences to the satisfaction of both parties. The use of this procedure is advisory and voluntary.
- b. *Formal:* Grievances regarding the procedural aspects of the evaluation procedure may begin at the Principal's level of the Grievance Procedure.

D. *Professional Rights*

1. If the professional objects to any written documentation that will be put in his/her personnel file, s/he is encouraged to put objections in writing, attach them to the document to be filed in his/her personnel file. All written reports, observations, evaluations, letters of concern and assistance plans shall contain the following statement: The professional's signature indicates only that he/she has seen this report and does not indicate agreement or disagreement with the report.
2. *Review of Personnel Files:* A professional shall have the right, upon request, to review the contents of his/her personnel file. A professional shall be entitled to have a representative of their Association accompany him/her during such review. Although the District agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file, which is not available for the professional's inspection. A professional shall have the right to append a statement to any material placed in his/her file and to make a copy of any or all materials found in said file.

- E. *Complaint Procedures:* Specific complaints regarding a professional shall be investigated before a complaint(s) can become part of the professional's personnel file. Persons making a complaint should be encouraged to speak directly to the professional involved. Whenever a supervisor includes a complaint in the professional's evaluation or places a complaint in the professional's personnel file, the professional shall have the right to know the identity of person(s) making the complaint against him/her. In the event that a complaint is anticipated to be included in a professional's personnel file, he/she shall be notified, and he/she shall be given an opportunity to respond to the complaint as provided in Section D of Article V above.

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 Article 10.8, 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 with pre-approval and if a grade of "B" or better is received (or "pass" in a course offering a pass/fail grade). 3. Staff Members will be eligible for preapproved staff development activities (including travel and living expenses) and state recertification fees (excluding penalties) in the amount not to exceed one thousand dollars (\$1,000) per Staff Member per contract year. At the end of the contract year, any funds not used in this article 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 M²GRD weighted formula times the amount indicated in the salary schedule (APPENDIX B).

$$S_p = S_f \times \frac{C + .5D}{P}$$

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.)

The 2013-2014 base salary for Staff Members who have been on the last step of their respective column in the salary table for at least one year or are currently considered "Off Step" will be equivalent to the Staff Member's 2012-2013 salary, plus 4% of that amount. Staff members who have not reached the last step of their respective column on the salary table, and who therefore do not receive the 4% increase to base salary set forth above, will receive one step increase while this contract is in effect, and that step increase will occur on July 1, 2013. There will be no other step increases until a successor agreement is reached.

8.2 The Hollis Brookline Cooperative School District will establish a Merit Pool in the amount equal to 0.5% of the sum of the salaries of all Staff Members covered by this contract. The amount of the High School Merit Pool will be equal to 0.5% of the sum of the salaries of all High School Staff Members covered by this contract and the amount of the Middle School Merit Pool will be equal to 0.5% of the sum of the salaries of all Middle School Staff Members covered by this contract. Any Staff Member covered by this contract will be eligible to receive a Merit Bonus to be paid by June 30. The Building Principals will determine which Staff Members in their building will receive a Merit Bonus be paid by June 30 and the amount of each Merit Bonus.

A Merit Pool Committee that includes both building principals, a Board member and two Staff Members appointed by the Association will be formed no later than September 1, 2013 to develop a set of guiding principles for exemplary teaching that will be submitted to the Board and, when approved, used by the Building Principals when distributing Merit Bonuses.

8.3 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. When 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 experience or more will be placed at the last step. In the headings of the columns of the salary, "Exp" refers to the number of years of experience; the designation "B" refers to a Bachelor's Degree, the designation "M" refers to a Master's Degree and the numeric values "+15" and "+30" refer to additional college credits earned beyond highest degree held. Subsequent placement on the schedule shall reflect additional experience, degrees, and credits earned. The Superintendent may withhold step, track and/or across-the-board increases from Staff Members already on an Intensive Assistance Plan on July 1, beginning with the step, track change and/or

across-the-board increases effective at the beginning of the 2013-2014 school year. The decision of the Superintendent may be subject to the existing grievance procedure in Article IV. The Staff Member shall be re-evaluated within ninety (90) school days after being informed in writing of the Superintendent's decision to withhold the increase. If the Staff Member has corrected the performance deficiency, based upon the Staff Member's Intensive Assistance Phase Plan, the increase shall be granted effective as of the date such increases were effective for other staff members.

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. Duties performed hereunder shall not constitute a condition of employment and shall be voluntary. All extra-curricular and co-curricular stipends are public information and will be posted on the SAU 41 website. Stipends shall be reviewed at least annually by the Administration and presented to the Board. Any changes, additions or deletions must be proposed in writing by the building Principals, with Superintendent support, and received Board approval to take effect. Changes, additions or deletions may be proposed at any School Board meeting during the year and must be a posted agenda item. A committee including one building administrator, two Staff Members appointed by the Association, the Athletic Director and may include one member of the Board, will be formed no later than September 1, 2013. The committee will make a recommendation to the Administration by October 31, 2013 for Board approval that includes a proposal to address the stipends for the existing extra-curricular and co-curricular activities/teams.

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 Except in cases of emergency or cases approved by an administrator, Staff Members will be required to attend monthly faculty meetings, monthly department meetings, conferences with parents and/or students, Open House in September, and/or conferences with administration as required. Such meetings and duties shall be of reasonable frequency and duration and based upon current practice. Staff Members will receive professional development clock hours for each of the above mentioned professional activities consistent with the SAU 41 Professional Growth Model.

10.5 The Board agrees that each teacher will have a continuous duty-free lunch period, at least equal to a student's lunch period. Circumstances allowing, teachers may leave school grounds during this time provided that the teacher signs out and in at the Main Office. Counselors and nurses cannot be guaranteed a continuous duty-free lunch because of the nature of their work.

10.6 Staff members shall be assigned no more than five (5) teaching periods and exactly two (2) preparation periods per semester. Staff Members shall be assigned to one of the following duties: study hall assignment, tutoring students in the Math Lab or Writing Lab, Response to Instruction (RTI), hall supervision, lunch duty or another duty that is mutually acceptable to the building administrator and the individual Staff Member. Staff Members will be equitably assigned to one of the above duties and this assignment shall either:

1) not exceed one period per day and will not last for more than two quarters per year, if such duty is study hall, tutoring students in the Math Lab or Writing Lab, hall supervision or another duty that is mutually acceptable to the building administrator and the individual Staff Member; or
2)**not exceed the scheduled RTI period, if assigned duty is Response to Instruction(RTI). Staff Members assigned to RTI during the scheduled RTI period as their duty will be guaranteed exactly two (2) preparation periods per semester.

**If a new schedule is created at the High School and/or the Middle School that includes a period of time specifically designated for RTI tutoring, Staff Members assigned to this duty will not be assigned to any other duty during any other period.

The nature of the work of counselors and nurses dictates that their planning time be flexible and that they be excused from being assigned to a duty. 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 Reduction in Force

A. When it is determined to reduce the number of professional staff in the Hollis Brookline Cooperative School District, the following procedure will be utilized:

- a. As soon as the reduction-in-force becomes necessary, the President of the Association shall be notified in writing. To the extent possible, this written notification will specify the nature of the reduction, including the affected endorsement area(s) and grade level classification(s). Prior to employee notification of an intended RIF, the President of the Association will review the number of points assigned in Section B to each Staff Member within the affected grade classification and endorsement area. For purposes of applying this policy, grade level classifications will be defined as Grades 7-8 and Grades 9-12 with the exception of Special Education. The grade level classification for Special Education will be defined as 7-12.
- b. Necessary reductions will first be accomplished by attrition (resignations, retirements, non-renewal of contract) within each affected endorsement area and grade level classification.

B. If further reductions in force are necessary, professional staff members will be awarded points based on the criteria below. Professionals with the lowest number of points within an affected endorsement area at an affected grade level will be laid off first.

- a. Two points for each degree tract above Bachelor's Degree
(BA+15 = 2 pts, BA+30 = 4 pts, MA = 6 pts, MA+15 = 8 pts, MA + 30+ 10 = pts)
- b. One point for each year teaching within the Hollis Brookline Cooperative School District
- c. One point for every three years taught in another District to a maximum of five points (No partial points awarded here)
- d. One-quarter of a point for each additional 5 hours of credited Professional Development beyond the 75 hours required for recertification to a maximum of five points. The most recent complete three year Professional Development cycle will be used for this calculation. For example, if a RIF was necessary in the spring of 2014, the most recent complete three year Professional Development cycle would be the three year period from July 1, 2010-June 30, 2013.
*To calculate the number of hours eligible for points within this RIF policy, 75 hours will be subtracted from the Staff Member's three year Professional Development total and the resulting number will be rounded down to the nearest multiple of five.
- e. 5 points for a Summative Evaluation with a concluding designation of "Highly Effective" OR 3 points for a Summative Evaluation with a concluding designation of "Effective". The most recently completed Summative Evaluation will be used for this calculation.

If there is a tie within a given endorsement area, consideration will be given to letters of commendation, awards/recognition received, contributions to the school District through service on committees or as a(n) coach/advisor, multiple endorsement areas, additional certifications or other relevant District data.

- C. Teachers shall be recalled in reverse order of layoff for any open positions within the endorsement area and classification in which the layoff occurred. Only continuing contract teachers will be eligible for recall rights. The same conditions listed above shall apply to recall.
 - a. Laid off teachers shall be eligible for recall for a two (2) year period following their final date of employment.
 - b. Professionals shall be responsible for notifying the Superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested.
 - c. Professionals 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 teachers' rights under this Article.
 - d. No new employees shall be hired for any vacancy within the classification and an endorsement area while there are laid off personnel from those endorsement areas and classifications available to fill those positions.
 - e. Professionals recalled shall retain previous years of experience and other accrued contract benefits, such as accumulated sick leave.

- f. Should a vacancy occur within the classification and endorsement area and there are no professionals on the recall list for that classification and endorsement area, then that vacancy shall be offered to the next professional eligible for recall who had been laid off from another endorsement area and who is certified and substantially qualified to teach that position. If the laid off professional refuses the vacant position, his/her recall rights shall be retained.

10.9 Notwithstanding the provisions of the Reduction in Force described above, 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 one of the following individual, two-person or family medical plans:

- (A) The MATTHEW THORNTON BLUE SITE OF SERVICE HMO Plan
(MTBSOS20/401KDED-RX10/20/45)

(B) BLUE CHOICE Point of Service Plan (BC3T15IPDED-RX10/20/45)

For those Staff Members who elect such coverage, the District's annual partial payment will be the amount equal to the percentage of the annual premium outlined in Table H1 for the driver plan. Under no circumstance will the amount of this annual partial payment exceed the premium contribution needed per Table H1 to cover the District's annual partial payment for the cost of the driver plan. In the plans currently offered by the District, the driver plan is the plan known as MATTHEW THORNTON BLUE SITE OF SERVICE HMO Plan (MTBSOS20/40 1KDED-RX10/20/45). The driver of the health plans must be equal to or exceed the MATTHEW THORNTON BLUE SITE OF SERVICE HMO Plan (MTBSOS20/40 1KDED-RX10/20/45).

TABLE H1

Plan Selected:	District Pays:
Single	100%
Two-person	90%
Family	90%

For all Staff Members who enroll in plan MTBSOS20/40 1 KDED starting July 1, 2013, the District will offer a premium offset equal to total out-of-pocket expenses required by the insurance provider for services performed from July 1, 2013 to December 31, 2013. The term "Expenses" as used in this calculation does not include Office Visit Co-Pays, Specialist Visit Co-Pays, Prescription Co-Pays, ER Co-Pays, Urgent Care Co-Pays, or Durable Medical Equipment deductibles. The total offset shall not exceed \$1,000 for single coverage, \$2,000 for 2-person coverage, or \$3,000 for family coverage. Proof of expenses shall be provided to the SAU 41 Business Office no later than March 15th, 2014 to be eligible for the premium offset. The premium offset will be paid no later than May 30, 2014 and may be subject to tax withholding.

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 and/or changing the driver plan.

If any of the regulations included in the federal Patient Protection and Affordable Care Act result in a significant change in either the District's cost or Staff Members' cost for health insurance, the District and/or the Association shall have the right to reopen negotiations on the issue of health insurance.

12.2 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 those Staff Members who elect such coverage, the District's annual partial payment will be the amount equal to the percentage of the annual premium outlined in Table H2 for the plan selected by the Staff Member.

TABLE H2

Plan Selected	District Pays:
Single	100%
Two-Person	95%
Family	90%

Comprehensive Income Security Plan

12.3 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 fifteen (15) 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.

12.4 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.

12.5 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 ($66 \frac{2}{3}$) 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.

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, full medical benefits and access to Professional Development funds. Staff requests for sabbatical leave must be made to the Superintendent by March 1st prior to the school year for which the sabbatical leave is being requested.

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.

Upon returning from the sabbatical leave, the Staff Member shall provide a written report to the Board, suitable for distribution to staff and public, describing in detail how the leave translated into tangible value for the students of the District. The Staff Member shall also design and deliver to fellow Staff Members at least two (2) professional development programs (a minimum of 50 minutes each) implementing the concepts developed during the sabbatical leave.

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. All Staff Members on family leave must report to the District their intent to return, continue or extend family leave by April 1st of each year.

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 of that school year 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, 2013*, and shall remain in full effect and binding on the parties until *June 30, 2014* 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:

APPENDIX B
PROFESSIONAL STAFF SALARY SCHEDULE

COOP
2013 - 2014 Salary Table

Step	Exp	RN	B	B+15	B+30	M	M+15	M+30
1	0	\$37,590	\$38,606	\$39,825	\$40,843	\$42,461	\$44,062	\$45,068
2	1	\$37,872	\$38,896	\$40,124	\$41,149	\$42,780	\$44,393	\$45,407
3	2	\$38,081	\$39,246	\$40,344	\$41,376	\$43,015	\$44,593	\$45,611
4	3	\$38,938	\$40,011	\$41,050	\$42,141	\$43,724	\$44,994	\$46,113
5	4	\$40,300	\$41,372	\$42,446	\$43,574	\$45,145	\$46,344	\$47,542
6	5	\$41,711	\$42,840	\$43,890	\$45,034	\$46,590	\$47,850	\$49,016
7	6	\$43,212	\$44,318	\$45,338	\$46,475	\$48,035	\$49,286	\$50,487
8	7	\$44,789	\$45,914	\$46,993	\$48,101	\$49,692	\$50,888	\$52,102
9	8	\$46,357	\$47,567	\$48,638	\$49,762	\$51,307	\$52,516	\$53,743
10	9	\$47,934	\$49,207	\$50,267	\$51,379	\$52,975	\$54,170	\$55,382
11	10	\$49,587	\$50,831	\$51,926	\$53,023	\$54,589	\$55,823	\$56,988
12	11	\$51,099	\$52,433	\$53,536	\$54,640	\$56,228	\$57,413	\$58,641
13	12	\$52,505	\$54,137	\$55,168	\$56,306	\$57,858	\$59,078	\$60,341
14	13			\$56,989	\$58,137	\$59,652	\$60,880	\$62,152
15	14				\$60,113	\$61,710	\$62,920	\$64,203
16	15					\$63,901	\$65,122	\$66,386
17	16						\$67,498	\$68,776
18	17							\$71,389

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
5th day of March 2013.

HOLLIS/BROOKLINE COOPERATIVE
SCHOOL BOARD

HOLLIS EDUCATION ASSOCIATION

By Thomas Solon
Thomas Solon
Hollis Brookline Cooperative School
Board

By Kathleen Kirby
Kathleen Kirby, President
Hollis Education Association

By Susan E. Hodgdon
Susan E. Hodgdon
Superintendent of Schools

By Stacey Plummer
Stacey Plummer, Negotiator