

**AGREEMENT**

**between**

**THE HOLLIS SCHOOL BOARD**

**and**

**THE HOLLIS EDUCATION ASSOCIATION**

**2008 - 2010**

**July 1, 2008 - June 30, 2010**

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## ARTICLE I RECOGNITION

1.1 The Hollis 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, and guidance counselors (hereinafter referred to as "Staff Members") employed in the Hollis 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 give its answer. 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 they shall apply to the American Arbitration Association or the Public Employee Labor Relations Board 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. Either party may appeal the arbitrator's decision in accordance with the provisions of RSA 542.

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, as approved by the parties on 27 July 1989 and 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.

## 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. 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 SAU 41 Professional Development Plan for the District. 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 points, the District will pay said Staff Member a stipend of three thousand dollars (\$3,000). In order to receive the stipend, written notification of intent must be sent to the SAU office no later than November 1<sup>st</sup>. The staff member shall notify the District no later than May 1<sup>st</sup> of a claim for payment of the stipend in that fiscal year. A Staff Member shall be eligible for a Professional Development Stipend no more than once every three years.

#### 7.5 STAFF DEVELOPMENT AND COURSE REIMBURSEMENTS

The Board will provide reimbursement on the following basis for approved courses and staff development activities taken by Staff Members.

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 will be paid to the Staff Member upon registration. A Staff Member who fails to achieve

a grade of "B" or better (or "pass" in a course offering only pass/fail grades) or fails to complete the course that term (subject to appeal to the Board for good cause) shall repay the District at the rate of seventy-five (\$75) per paycheck.

3. Staff members will be eligible for approved staff development activities and course reimbursements in the amount not to exceed one thousand one hundred and fifty dollars (\$1,150.00) per staff member per year of the contract, of which not more than three hundred (\$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 five hundred dollars (\$500) per year. Mileage shall be reimbursed at the IRS-approved rate. Staff members will be reimbursed for the cost of the criminal background check for re-certification.

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 part-time employment will be pro-rated accordingly, i.e., the salary of the Staff Member who is employed half-time will be one-half (1/2) the amount indicated in the salary schedule (APPENDIX B).

*(a) Effective 2008-2009, the salary schedule (Appendix B) will be increased by one percent (1.0%) across-the-board and each eligible staff member shall advance one step on the schedule. Staff members on the top step of each respective track in 2007-2008 will receive a total across-the-board base rate adjustment of two and one-half percent (2.5%) (Group I). The Group I across-the-board increase for 2008-2009 will not create a new step on the schedule.*

*(b) Effective 2009-2010, the salary schedule will be increased by one percent (1.0%) across-the-board and each eligible staff member shall advance one step on the schedule. Staff members on the top step of each respective track in 2008-2009 (Group II) and staff members identified in Group I above will receive a total across-the-board base rate adjustment of two and one-half percent (2.5%). The Group I and Group II across-the-board increases for 2009-10 will not create any new steps on the schedule.*

8.2 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. The Superintendent may

withhold step, track *and/or across-the-board increases* based upon unsatisfactory performance, beginning with the step and track changes effective at the beginning of the 2008-2009 school year. The decision of the Superintendent may be appealed to Level C (the School Board) but shall not be subject to arbitration or an unfair labor practice at the Public Employee Labor Relations Board. 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 an improvement plan provided by the Principal, *the increase shall be granted effective as of the date such increases were effective for other staff members.*

8.3 School Nurse placement on the salary schedule, and subsequent movement, will be based on total years of experience, highest degree held and number of credits earned beyond said degree. School Nurses hired with less than a bachelor's degree will be placed in the RN lane. Nurses are eligible for the Professional Development Stipend.

8.4 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.

#### 8.5 INSTRUCTIONAL, CURRICULAR, 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.

#### 8.6 RETIREMENT BENEFITS

Staff Members covered under this Agreement who have completed fifteen (15) or more years of service in the Hollis School District and who are eligible for retirement benefits under the New Hampshire Retirement System, shall be eligible to retire at a minimum age of fifty-five (55) with a retirement benefit of twenty-five (25) percent of the last full year's salary. For retirement requests made prior to January 1<sup>st</sup>, payment shall be made

immediately after July 1<sup>st</sup> at the beginning of the next fiscal year. If notice is given after January 1<sup>st</sup>, payment shall be made immediately after July 1<sup>st</sup> following the end of the next fiscal year. No more than four (4) retirement applications per year shall be approved by the Board. Those Staff Members who have attained the greatest age will be given first consideration. In the case of identical age, the Board shall grant both of the applicants early retirement and compensate for it in the next year by granting a maximum of three (3) early retirements. At the discretion of the board, more than four (4) staff members may be granted this early retirement benefit. If a Staff Member is not granted early retirement for the year of the initial request and s(he) re-applies the following year, the Staff Member will be given preference.

#### 8.7 DIRECT DEPOSIT

The District will provide a savings and/or checking direct deposit program for Staff Members. All Staff Members shall receive their pay via direct deposit, but those receiving paper checks prior to January 1, 2006 have the option to continue. There will be no more than two (2) accounts per employee.

### ARTICLE IX SCHOOL NURSE

9.1 A School Nurse will be required to be available for assignments of "teacher type" functions for up to twenty-five percent (25%) of his or her work time. It is understood that School Nurses shall not be used as substitute teachers.

9.2 School Nurses shall be available for assignment at up to eight (8) after-school events during the school year. Said events shall be designated at the beginning of the school year by the Administrative Council. A stipend will be paid at a rate of thirty (\$30.00) dollars per hour for each event in excess of the eight mentioned above. School Nurses shall be paid for up to five (5) additional days to prepare for school start with the written approval of the principal.

### 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-six (186) 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. Part-time Staff Members attending all-day workshops will be entitled to a full day's pay.

### 10.3 School Day

Staff Members shall be assigned to teaching, administrative, development and planning duties at the discretion of the administration for six hours per school day, on average. Thirty (30) minutes of the aforementioned time will be used to perform supervisory or instructionally related activities normally associated with the opening and closing of school. (Ref. Side bar letter, Appendix C).

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 being of reasonable frequency and duration. Staff Members shall attend no more than ten (10) staff meetings per year. Duration of such meetings shall be no longer than ninety (90) minutes.

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

10.6 The teachers in grades K through 6 will normally be scheduled for a minimum of two hundred twenty-five (225) minutes per student week, to include four 45 minute blocks, to be used as class preparation time.

10.7 Every reasonable effort will be made to schedule Child Study Team (CST) and Individual Educational Plan (IEP) meetings during the teacher work day.

10.8 The School Board will:

1. Apply the Reduction-in-Force Policy approved by the Hollis School Board on July 27, 1989, 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 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.

## 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.

### 12.2 Health Insurance

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 either Blue Cross/Blue Shield Plan JY, JY MC, C100MC, Blue Cross/Blue Shield Blue Choice, Matthew Thornton Health Plan, or some other health care plan chosen by the Board with a comparable schedule of benefits. The choice of plan will be at the option of the Staff Member. Effective at the beginning of 2006-07, the plans shall utilize the revised schedule of co-pays described in Appendix D.

The District will contribute eighty-five percent (85%) of the cost of a single, two-person or family Blue Choice plan to be applied to any health care plan chosen by the Staff Member, all up to a maximum District cost of one thousand ninety dollars (\$1,090.00) per month in 2008-2009 and eleven hundred forty dollars (\$1,140.00) in 2009-

2010. In any event, the Staff Member shall pay a minimum of ten percent (10%) of the cost of any premium for any health care plan.

A Staff Member who is eligible for health insurance under paragraph 1, and who does not elect to receive District health insurance for the fiscal year, and who remains employed by the District for the complete school year, shall receive additional compensation of \$1,500 (less withholding), payable by the end of the fiscal year.

### 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 single and two person membership the District shall pay seventy dollars (\$70.00) per month and for family membership the District shall pay eighty three dollars (\$83.00) per month for 2008-09 and ninety dollars (\$90.00) per month for 2009-10.

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 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. Up to twenty (20) days of sick leave per year and additional days of sick leave at the discretion of the administration 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. If a Staff Member is absent more than four (4) consecutive days of sick leave under any provision of this paragraph, the administration has the sole and absolute discretion to request that the illness be verified by a physician.

## 12.5 Intermediate Term Income Protection

If a Staff Member has completely exhausted his or her sick leave and accrued sick leave and becomes ill, disabled, quarantined, needs treatment or examination for diagnostic purposes, or other occurrences definitely related to the Staff Member's health, he or she will be paid for such absences at eighty percent (80%) of his or her normal daily pay rate, for additional days absent up to such time as Long Term Disability commences, or the cessation of the disability, whichever occurs first. The combination of paid sick leave days and intermediate term disability days will not exceed ninety (90) for a single disability. The Intermediate Term Income Protection Plan is only intended for the Staff Member and does not cover absences due to illness of a member of his or her immediate family. During the time the Staff Member is covered by the Intermediate Term Income Protection Plan, the District will maintain payment of the Staff Member's medical insurance premiums.

## 12.6 Long Term Disability

The District will purchase Long Term Disability Insurance to cover all Staff Members. 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, continuing until the Social Security retirement age for that Staff Member 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 at the beginning of the school year 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.

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. 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.

### 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. Any fees, less expenses, received by the employee for court/agency service shall be reimbursed to the School District.

### 13.9 Official Delegate Leave

Up to four (4) Staff Members may be designated as an "Official Delegate" to the NEA/NH Assembly of Delegates. Three (3) of these Official Delegates shall be granted one (1) day paid leave to attend such assembly; the fourth (4<sup>th</sup>) Official Delegate shall be granted one (1) day of unpaid leave. The name(s) of the designee(s), indicating which are to be paid or unpaid, 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 three trimesters, without pay or benefits, for reasons described in the Family Medical Leave Act. 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. 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.

#### 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 the first day of July, 2008 and shall remain in full effect and binding on the parties until June 30, 2010 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 School Board/HEA Agreement violated:

Relief Sought:

Signature

Date Received:

LEVEL A

Submitted to:

Building Principal  
Date Received:

Decision of Principal

Signature

Date:

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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 School Board

Date Received:

Decision of School Board:

Board Chairperson  
Date:

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LEVEL D

Request to Submit Decision in Level C to Arbitration

Date Received:

Association President  
Date:

APPENDIX B  
SALARY SCHEDULE  
2008-2009 [One percent (1.0%) increase over 2007-2008]  
School Year 2008 - 2009

1.0%

STEP	EXP	RN	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	0	33,719	34,725	35,639	36,643	38,316	39,464	40,649	41,464
2	1	35,062	36,117	37,159	38,232	39,705	40,857	42,036	42,880
3	2	36,415	37,508	38,549	39,620	41,067	42,242	43,431	44,299
4	3	37,761	38,894	39,936	41,013	42,486	43,635	44,821	45,716
5	4	39,111	40,286	41,325	42,400	43,872	45,024	46,209	47,132
6	5	40,629	41,848	42,890	43,962	45,436	46,584	47,769	48,723
7	6	42,146	43,409	44,451	45,525	46,996	48,148	49,334	50,320
8	7	43,662	44,972	46,013	47,088	48,562	49,712	50,895	51,912
9	8	45,179	46,536	47,577	48,650	50,122	51,274	52,457	53,507
10	9	46,695	48,097	49,138	50,213	51,687	52,836	54,019	55,101
11	10	48,213	49,660	50,703	51,777	53,248	54,400	55,585	56,696
12	11	49,661	51,150	52,438	53,513	54,988	56,137	57,319	58,466
13	12			54,013	55,420	56,898	58,046	59,228	60,412
14	13				57,083	58,978	60,130	61,313	62,538
15	14					60,748	62,387	63,572	64,843
16	15						64,258	66,002	67,322
17	16							67,981	69,343

SALARY SCHEDULE  
2009-2010 [One percent (1.0%) increase over 2008-2009]  
School Year 2009 - 2010

1.0%

STEP	EXP	RN	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	0	34,056	35,072	35,995	37,211	38,699	39,859	41,055	41,879
2	1	35,413	36,478	37,531	38,614	40,102	41,266	42,456	43,309
3	2	36,779	37,883	38,934	40,016	41,478	42,664	43,865	44,742
4	3	38,139	39,283	40,335	41,423	42,911	44,071	45,269	46,173
5	4	39,502	40,689	41,738	42,824	44,311	45,474	46,671	47,603
6	5	41,035	42,266	43,319	44,402	45,890	47,050	48,247	49,210
7	6	42,567	43,843	44,896	45,980	47,466	48,629	49,827	50,823
8	7	44,099	45,422	46,473	47,559	49,048	50,209	51,404	52,431
9	8	45,631	47,001	48,053	49,137	50,623	51,787	52,982	54,042
10	9	47,162	48,578	49,629	50,715	52,204	53,364	54,559	55,652
11	10	48,695	50,157	51,210	52,295	53,780	54,944	56,141	57,263
12	11	50,158	51,662	52,962	54,048	55,538	56,698	57,892	59,051
13	12			54,553	55,974	57,467	58,626	59,820	61,016
14	13				57,654	59,568	60,731	61,926	63,163
15	14					61,355	63,011	64,208	65,491
16	15						64,901	66,662	67,995
17	16							68,661	70,036

Staff members on the top step of the salary schedule in 2007-08 will receive a total base rate adjustment of two and one-half percent (2.5%) in 2008-09 and move off the salary schedule (Group I).

**Salaries for Group I, 2008-09**

RN	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
50,398	51,910	54,815	57,930	61,651	65,213	68,990	70,372

Staff members on the top step of the salary schedule in 2008-09 will receive a total base rate adjustment of two and one-half percent (2.5%) in 2009-10 and move off the salary schedule (Group II).

**Salaries for Group II, 2009-10**

RN	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
50,903	52,429	55,363	58,510	62,267	65,864	69,681	71,077

Group I staff members will receive a total base rate adjustment of two and one-half percent (2.5%) for 2009-10.

**Salaries for Group I, 2009-10**

RN	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
51,658	53,208	56,184	59,378	63,192	66,843	70,714	72,131

January 25, 1999

ATTENDANCE

Side Bar Letter Referencing Article 10.3, School Day

To: HEA Negotiators

From: Cliff Conneighton, Hollis School Board

Dave,

At its meeting Thursday January 21, 1999, the Hollis School Board ratified our negotiated agreement, subject to clarification on one term.

The parties have agreed to the following new section 10.3: "Staff shall be assigned to teaching, administrative, development and planning duties at the discretion of the administration for six hours per school day, on average. Thirty minutes of the aforementioned time will be used to perform supervisory or instructionally related activities normally associated with the opening and closing of school."

The board and administration wanted to make sure there were no ambiguities in the meaning of this. In our counter proposal of December 14, we included the comment below in reference to this clause:

"[ calculation: 6:40 current teacher day + 25 minute increase - 20 minutes lunch - (225/5) 45 planning = 360 minutes = 6 hours]"

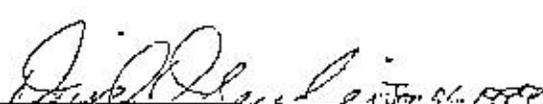
As such, I do not believe the negotiating teams have any misunderstanding among themselves. With your concurrence, I suggest each party sign a side letter to document this further, which I have drafted below:

Letter of Intent and Purpose

This letter is to document the intent and purpose of the changes made to section 10.3 in the negotiated contract for school years 1999-2000 through 2001-2002 that was tentatively agreed December 21, 1998.

The purpose and intent of the new section 10.3 is to increase the length of the teacher work day by 25 minutes and to give the administration some flexibility in scheduling start and stop times to the day. On average, a teacher will spend five and one-half hours per day performing instructional activity, 30 minutes per day performing supervisory or instructionally related activities normally associated with the opening and closing of school, 45 minutes in class preparation time per section 10.6 and 20 minutes duty-free lunch as per section 10.5. All totaled, a teacher will typically be on site for at least seven hours and five minutes per day."

Please indicate your concurrence that this is the understanding by signing below:

	
Cliff Conneighton/ for the Hollis School Board	for the Hollis Teachers Association date

Thanks - Cliff

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this  
18th day of March 2008.

HOLLIS SCHOOL BOARD

By William C. Beauregard  
William Beauregard, Chair  
Hollis School Board

By Richard Pike  
Richard Pike  
Superintendent of Schools

HOLLIS EDUCATION ASSOCIATION

By David Olszewski  
David Olszewski, President  
Hollis Education Association

By Dennis Kane  
Dennis Kane, Negotiator