

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

HENNIKER SCHOOL DISTRICT

AND

HENNIKER TEACHERS' ASSOCIATION

SCHOOL YEAR

2011-2012

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ARTICLE I RECOGNITION

The Henniker School Board recognizes the Henniker Teacher's Association, NEA-NH, NEA as the exclusive bargaining representative for all certified teachers, librarians, Nurses (RN), guidance counselors, and occupational therapists.

If the Board and the Association cannot agree on the inclusion of new positions to the bargaining unit, the Public Employee Labor Relations Board will be petitioned to make a determination pursuant to the provisions of New Hampshire RSA Chapter 273-A.

ARTICLE II NEGOTIATIONS

- A. Negotiations shall begin no later than October 1st of the last year of the current agreement. On or before October 1st of the calendar year, prior to the expiration of this Agreement, the parties agree to enter into good-faith negotiations over a successor agreement. Any agreement reached shall be reduced in writing and signed by the Board and Association.
- B. Either party may, if so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. Negotiating procedures will be consistent with the provisions of RSA 273-A.
- D. **Reservation of Voters on Financial Matters:** The Board and bargaining unit members agree to support mutually agreed to settlements before the voters of the District. However, any agreement reached herein which requires the expenditure of public funds for its implementation shall not be binding upon the School Board, unless and until, the necessary appropriations have been made by the voters. In the event the voters shall not approve the District Budget as sponsored by the Board, the agreements herein shall be void, the Board and the Association shall resume negotiations.

**ARTICLE III
COMPENSATION**

A. The salaries shall be based upon the 2011-2012 Henniker Salary Schedule (Appendix A).

Track changes shall occur on the first scheduled contract day of each year and are not to be retroactive. Teachers will have until the first scheduled contract day of each year to verify track changes each year.

B. Personnel teaching less than full-time shall be paid a rate not less than a pro rata amount of the salary appropriate to their experience and education.

C. Salaries shall be paid by one of the following options:

1. 21 bi-weekly installments
2. 26 bi-weekly installments with a summer lump sum check

D. Effective July 1, 2008, staff members may use only graduate and undergraduate level college courses, as approved by the Professional Development Committee, for track advancement on the salary schedule. However, one credit for every 15 hours of staff development work that was completed and credited to a staff member on or before June 30, 2008, as approved by the Professional Development Committee, shall be grandfathered.

E. In order to provide for adequate funds in the budget for the above purposes, the teacher must notify the Superintendent by December 1st, of the fiscal year prior to the fiscal year in which he/she plans to do his/her work of his/her intention to take summer or extension work, or of any anticipated change in degree status, which would cause the change of tracks in salary schedule. The failure to give timely notice may void any obligation of the Board to grant such change until properly notified. Notwithstanding the foregoing, the Board may in its discretion, grant waivers of the notice requirements in appropriate circumstances.

F. Co-curricular Activities

1. Compensation for co-curricular activities will be calculated as explained below.

Base (BA 1)	\$38,480
Total Hours	1,330
7 hrs per day X 190 days	
Hourly Rate for Extracurricular activities	\$28.93

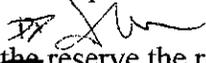
2. Agreements for co-curricular activities shall be on an annual basis. Re-nomination and appointments will be made on the basis of procedures and criteria the principal may, from time to time, develop and modify. Any written procedures and criteria will be made available upon written request from the candidates and the Henniker Teachers' Association. Re-nominations and appointments will be based on positive annual evaluations.

3. The School Board shall reserve the right to add or delete co-curricular activities from the list if it finds either a lack of interest by the students or staff, or that the best interest of the school requires a change.

4. The base salary used in the formula will be BA-1 of the current contract year for the term of this agreement.

5. At the conclusion of each activity the advisor/coach will submit a written report indicating that they have completed the work contracted in order to receive the appropriate stipend.

G. Leadership Positions

1. Compensation for leadership positions shall be according to the attached schedule.
2. Agreements for leadership positions shall be on an annual basis. Re-nomination and appointments will be made on the basis of procedures and criteria the principal may, from time to time, develop and modify. Any written procedures and criteria will be made available upon written request from the candidates and the Henniker Teachers' Association. Re-nominations and appointments will be based on positive annual evaluations.
3. The School Board shall  reserve the right to add or delete leadership positions from the list if it finds a change in school practices to be in the best interest of the school and the students.

H. Longevity

A longevity payment in the amount of 2% of the maximum step of the teacher's salary track will be made to all certified employees who have been on the maximum step of their salary track for at least one (1) through nine (9) years of service, but who are not eligible for longevity payments based on years of service with the District as provided below.

A longevity payment in the amount of 3% of the maximum step of the teacher's salary track will be made to all certified employees who have been on the maximum step of their salary track for at least one (1) year and have ten (10) through fourteen (14) years of service with the District.

A longevity payment in the amount of 4% of the maximum step of the teacher's salary track will be made to all certified employees who have been on the maximum step of their salary track for at least one (1) year and have fifteen (15) or more years of service with the District.

These longevity payments do not compound from year to year.

ARTICLE IV BENEFITS

- A. Health Insurance: As agreed, the Henniker School District will provide hospital and medical health insurance coverage as offered by HealthTrust or equivalent. During the term of this agreement, the District will not change carriers without the consent of the Association.

The School district will contribute 85% toward the cost of a single, two-person and family coverage for ~~full~~ time members of the bargaining unit.

XX full time

Part time benefits for health insurance are to be provided and prorated upon employees reaching the threshold of 50% time employed.

The Board agrees to make a cash payment to any Bargaining Unit Member who declines health insurance and who can show proof of health coverage at the following rates:

1. Family Plan	\$3,000
2. Two-person Plan	\$2,000
3. Single Plan	\$1,000

- B. Life Insurance: The School Board will provide 100% of the cost of a Term Life insurance and Accidental Death and Dismemberment Insurance Policy for each member of the members of the Bargaining Unit. Life insurance benefits will be prorated for part time bargaining unit members employed a minimum of 50% of full-time. The amount of the insurance provided for members of the Bargaining Unit shall be a face amount of \$50,000 with options to increase his/her life/death and dismemberment insurance coverage to the extent the same are available in the policy issued to the District.
- C. Course reimbursement/Tuition assistance. The District will budget for tuition assistance for members of the Bargaining Unit no less than \$9,000 per school year.

1. Benefit: 100% reimbursement for up to four (4) credits from an accredited institution at no greater cost than the current UNH graduate level rate for each full-time bargaining unit member. Benefit is prorated for members working at least 50%.
2. Eligibility: Bargaining Unit members in at least their 2nd year of employment with the Henniker School District shall be eligible to apply for this benefit. Each course must be part of an approved Individual Professional Development Plan in order to be eligible for reimbursement. Coursework must be relevant to current teaching assignment and approved by the Superintendent.
3. Application and reimbursement process:
 - A bargaining unit member must file, in duplicate, an Application for Course Reimbursement to be approved by the School Principal and the Superintendent of Schools.

- The Superintendent will return one copy of the Application for Course Reimbursement indicating approval or reason for denial.
- Courses will be approved on a first come/first served basis until all available funds are exhausted.
- Funds not encumbered by February 1 will be released to first offset, on a prorated basis, any additional coursework taken and second to fund district sponsored professional development.
- Bargaining unit members must submit requests for course reimbursement, proof of payment, and grade report no later than June 1st.
- If requests are not submitted for reimbursement of approved courses, remaining funds will be released to first offset, on a prorated basis, any additional coursework taken and second to fund district sponsored professional development.

4. The Henniker School District will provide reimbursement for an approved first course taken by a Bargaining Unit member in each school year of this agreement when presented with proof of payment from the Bargaining Unit member (option 1). A Bargaining Unit member requesting this option must also execute a salary reduction agreement at the time of the request for course approval and provide evidence of a passing grade of “B” or better within 30 days of the completion of the course. Failure to comply with these requirements will result in the implementation of the salary reduction agreement. If the teacher withdraws from the class he/she must give notice to the District within fifteen (15) days. The teacher will be responsible for any money not recovered from the offering institution because of withdrawal.

If option 1 is not chosen, then after the course has ended, to be reimbursed, the employee will present a copy of the official transcript indicating the completion of the course and the grade earned for the course.

In no case can requests for reimbursement be later than June 1st so that accounts can be closed out for the fiscal year.

5. Reimbursement for additional courses, or portions of, will be paid out at the close of the academic year, and will be distributed no later than June 30th, on a prorated share of the money available. Grade reports of B or better must be received at the SAU by June 1st in order to be eligible for reimbursement.

6. Bargaining Unit members should notify the SAU as soon as possible if they do not successfully enroll in and complete any course for which the district has encumbered funds. On June 1st, encumbered funds for which there is no corresponding grade report will be released and unavailable for reimbursement.

D. Long-Term Disability Insurance

The school district shall provide at no cost to employees a long-term disability policy for employees. The policy shall provide for the following:

1. A waiting period of ninety (90) days.

2. Replacement of sixty-six (66) percent of the employee's income for the period set forth in the long-term disability insurance policy.
3. Each teacher will receive a copy of the policy upon employment.

E. Dental Insurance

The District shall offer and shall pay one hundred (100) percent of the cost of a single person, two-person, or family premium for full-time employees and prorated for part-time employees working at least 50% of full time of the attached dental plan, as offered by Delta Dental. The District will not change carriers without the consent of the Association. (Appendix C)

F. Flexible Spending Account

Teachers may enroll in the flexible spending account during the month of July. Payment for subscriber's share of health insurance premium, any dental costs not covered by insurance, and any payments for the care of dependents may be placed in the account up to the maximum allowed under the Internal Revenue Service rules.

**ARTICLE V
DUES, DEDUCTION**

- A. Upon notification by the teacher, the District shall provide for deduction from their pay any/all of the following categories:
1. Credit Union
 2. Annuity
 3. IRA
 4. NEA - NH Payments

Upon deduction, the District shall forward the withheld money to the appropriate agency within fifteen (15) days.

- B. Upon written notification by the teacher, the District shall provide for direct deposit of his/her pay to his/her account.

ARTICLE VI LEAVES

A. Sick Leave

1. Sick leave will total fifteen (15) days per year for full-time employees, cumulative to one hundred thirty-five (135). Sick leave shall be earned at the rate of one and one-half (1 1/2) days per month from September 1st through June 30th. Part-time employees working at least 50% of full time shall receive prorated sick time benefits.
2. Sick leave shall be available to be used for a disabling physical or mental condition of the employee and/or his immediate family or any person the employee is considered a care-giver for. Sick leave will be calculated in half day increments.
3. Sick leave will be calculated in half day increments.
4. Employees may utilize sick leave for disabilities caused by pregnancy, childbirth or related complications.
5. A sick leave bank shall be created for use by the members of the bargaining unit under the following conditions:
 - a. The sick leave bank is established and maintained by each bargaining unit member's donation of one (1) of his/her sick leave days, for which that member is eligible under paragraph A-1, during the contribution period of October of each year.
 - b. The District will add to the sum an equal number of days contributed during the October contribution period.
 - c. To become eligible for benefits from the Bank, the bargaining unit member must have exhausted all of his/her accumulated sick leave and provided medical evidence of disability. No member may draw more than sixty (60) days in any school year; in any case, the member shall be provided with only enough sick leave bank days to fulfill his/her 90 day waiting period for long term disability.
 - d. During the current year should the days in the sick leave bank ~~to be~~ used, bargaining unit members may, if they so desire, contribute one or more days to ensure an amount is always available in any one year. The District will not add to the pool in the event of these supplemental contributions by unit members. Unused days will accumulate from year to year.
 - e. The pool may contain, at maximum, one hundred twenty (120) days. When this level is reached no additional contributions to the pool are permitted.
 - f. The pool will be administrated by the Association.

B. Sick Leave Buy Back

Each full-time employee of the Henniker School District who has completed ten (10) or more years of teaching service to the Henniker School District, and who gives a minimum of one (1) year's advance notice of his/her intent to retire under the New Hampshire State Retirement System shall be entitled to receive a sick leave buy back bonus. The bonus shall equal the retiring employee's number of accumulated sick days multiplied by 25% of the employee's per diem rate.

The bonus shall count toward the final year's salary.

C. Early Retirement Incentive:

Teachers shall be grandfathered to receive benefits under Article VI(C) if they 1) were employed by the Henniker School District on or before June 30, 2008, and 2) meet the requirements set forth below in Article VI(C).

Teachers who show proof of intent to retire from the Henniker School District and are at least 55 years of age and have completed fifteen (15) or more years of teaching service to the Henniker School District, and request early retirement eighteen (18) months in advance (example: November, 2007, for payment in June 2009), shall be notified by the District by November 30, in the year of their request, as to whether or not their request has been granted.

The District shall be obligated to grant one (1) request each year. If more than one teacher requests the early retirement incentive, and the District decides not to grant more than that number, then it will be granted to the teacher with the greatest seniority in the Henniker School District. If a tie were to exist, it would be granted to the person with the earliest date of hire in the Henniker School District. If a tie still existed, then it would be decided by a coin toss.

Any teacher granted early retirement would receive the retirement bonus as follows. Applicants with 30 or more years of service on or before August 31 of the year of planned retirement will receive \$29,000. The remaining cash payments will decrease in \$1,000 increments for each year's decrease in the number of year's service below thirty (30) years that the teacher has with the District on or before August 31 of the year of planned retirement. (e.g. 29 years of service with the District - a single cash payment of \$28,000, 28 years of service to the district a single cash payment of \$27,000 etc ... 15 years of service with the District = a single cash payment of \$14,000.

The teacher would then be eligible to choose from the health and dental insurance plans offered by the District. This insurance would be offered for seven (7) years or until age sixty-five (65), whichever is sooner, with twenty percent (20%) co-pay by the retiree for health and dental insurance. District's contribution capped at \$5,000 per year. From this amount, the teacher would choose one or two person health care coverage and one or two person dental coverage. The retiree would be responsible for any premium above the \$5,000 cap.

1. Effect of Withdrawal from Scheduled Planned Retirement

- a. For Compelling Personal Reasons: Any teacher who is granted and accepts planned retirement, and elects not to retire as scheduled for compelling personal reasons (i.e., death of an immediate family member, divorce of the teacher or another compelling personal reason approved by the School Board) remains eligible to re-apply for planned retirement after a 3 year waiting period. During this waiting period the teacher may apply as an additional planned retirement applicant (in addition to the one applicant allowed per year.)

If a teacher chooses not to disclose the nature of the compelling personal reason, that teacher forfeits their rights to the early retirement incentive.

- b. Other Circumstances: Any teacher who is granted and accepts planned retirement and elects not to retire as scheduled and notifies the District within the first year following his/her application for planned retirement may re-apply for planned retirement after a 3 year waiting period.

Any teacher who is granted and accepts planned retirement, elects not to retire as scheduled and notifies the District during the second year following his or her application for planned retirement will forfeit their rights to the early retirement incentive.

- c. The planned retirement slot of a teacher who has accepted planned retirement and elects not to retire as scheduled and notifies the District during the first year following his or her application will be filled by a teacher who also applied for planned retirement at the initial application period.

2. Effect of return to full-time employment in the Henniker School District after receiving an early retirement benefit:

- A bargaining unit member who is re-hired to a full time position after receiving an early retirement benefit will be required to pay back to the District, prior to signing of the contract for employment, a sum equal to the total of the early retirement incentive, sick leave buy back and insurance supplement paid by the district on behalf of the retiree.

3. Notwithstanding any other provision in this agreement, the separation benefit under this section may be divided into two (2) separate lump sum payments. The first lump sum payment shall be due and payable within sixty (60) days after the employee's retirement, and shall equal the maximum portion of the separation benefit that will not result in the New Hampshire Retirement System assessing the Henniker School District for 'spiking' (currently codified as RSA 100-A:16 III-a). The second lump sum payment shall be due and payable 121 – 150 days after the employee's retirement so as to prevent the Henniker School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the separation benefit that was not paid in the first lump sum.

D. Child-rearing Leave

In addition to the period which a staff person is disabled as a result of the birth of a child or upon the adoption of a child under the age of one (1), upon written request to the Administration given at least sixty (60) days prior to the anticipated birth date, a staff person shall be granted maternity (sometimes call child-rearing) leave without pay. A teacher on said leave shall return on the first day of a marking period only, and provided further that the total leave shall not exceed sixteen (16) months. A teacher may return to the job earlier than scheduled at the discretion of the Board.

An extended leave may be granted at the discretion of the Board. The Teacher shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the staff person to give the notices and abide by the return dates set forth in this section. The requirements that the date of return shall be the first day of the marking period shall not apply if the requested leave does not extend beyond the end of the quarter. Noncompliance with the return date shall constitute resignation in the event leave is not extended pursuant to Paragraph G below. During the time that a staff person is on unpaid child-rearing leave, the staff person shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the staff person.

E. Military Leave/National Guard

Leave will only be available if the teacher can prove that he/she must take leave during the school year. The District will reimburse the teacher the difference in pay received and his/her normal earnings.

F. Bereavement Leave

An employee who has suffered a loss in his/her immediate family shall be granted up to five (5) days of leave per bereavement. Days shall be deducted from accumulated sick leave. Immediate family shall be interpreted to include: husband, wife, son, daughter, stepchildren, father, mother, brother, sister, or grandparent of an employee or their spouses, any other person living in the immediate household of the employee, or any person for whom the employee has been a care giver.

G. Civil Leave

Employees who are called to serve on juries or who are required by subpoena to appear as a witness shall receive the difference between his/her regular rate of pay and any jury or witness compensation, if any.

H. Leaves for all other reasons

Leaves for any and all other reasons may be granted for up to two (2) days with pay by the Administration without Board approval. Leaves that extend beyond two (2) days, paid or not paid, may be granted at the discretion of the School Board.

I. Professional Days

A maximum of three (3) professional days with pay per contract year may be granted to each full-time employee to improve their competence and understanding of various educational practices. At the

~~discretion of the Principal, two (2) additional days may be granted. Requests for professional days must be submitted in writing to the Principal five (5) working days prior to the day being requested.~~

J. Association Days

Officers of the Association (Chair or Vice Chairperson, the Delegate to the State Delegates Assembly, and Negotiating Team) shall receive up to three (3) days per year without loss of pay to attend official functions of the Association, including but not limited to the State Delegates Assembly, State Teachers Convention, etc.

K. Sabbatical Leave:

Sabbatical fellowships are granted at the sole discretion of the Board to no more than one (1) employee per year, and are designed to encourage the improvement of instruction, supervision, and administration and to provide enrichment of the educational program in the Henniker School system. Teachers who have demonstrated a commitment to the school may apply for a fellowship upon completion of eight (8) years service in Henniker. After having received a fellowship, a teacher may apply for a second fellowship only after seven (7) additional years in Henniker. A teacher must present a detailed proposal for study or research to his/her principal for approval by the Board upon recommendation of the Superintendent. The decision of the Board shall be final and not subject to review. This proposal, which must contain itemization of proposed benefits to the teacher and the Henniker School System, must be submitted to the Superintendent before December 1 of the school year preceding the fellowship year. The fellowships will be available only for full-time study or research programs which offer potential benefit both to the individual and to the school system. Travel will not be approved except when incidental to a study program. Ordinarily, fellowships will cover a full school year, in special cases, fellowships covering a half school year or a half school plus one (1) summer may be approved, provided that adequate arrangements can be made to cover a teacher's responsibilities during a partial year's absence. During the sabbatical the teacher will receive such other medical and life insurance benefits as are offered to all teachers in active service, if such plans permit. During sabbatical leave the teacher will be credited with service for seniority purposes. All other benefits will be suspended and shall be reinstated upon return to full-time employment. The teacher is expected to return to the Henniker School system for a minimum of two (2) years following the fellowship year.

Compensation to be paid to a teacher on sabbatical leave shall be one-half (1/2) pay during the sabbatical leave.

As part of the consideration for sabbatical leave, each teacher must agree to return to service in the Henniker School District immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed statement in the format of a promissory note shall stipulate that failure of the teacher to provide such service shall result in the obligation to reimburse the Henniker School District a proportional part of the salary, paid to him/her during sabbatical leave determined by the fraction of the two (2) years not served following the leave.

L. Personal Leave

Full-time Bargaining Unit Members shall be granted up to a maximum of three (3) days per contract year for personal business. Personal leave is at the discretion of the member.

~~Notice of intent to use personal leave will be made in writing to the Principal, except in emergencies, forty-eight (48) hours notice is required.~~

ARTICLE VII TEACHER EMPLOYMENT

- A. All Bargaining Unit members will be placed on the proper step of the salary schedule, according to their experience and education.
- B. In order for an employee to be dismissed (defined as a termination in employment during the term of the teacher's individual contract), there must be a documented statement of fact(s) which support the dismissal.
- C. For the purpose of this agreement, the period of service shall not be more than 190 days including:
- 180 teaching days
 - 1 day before the start of school for classroom preparation
 - 4 days = 2 days prior to the start of the student school year and 2 days to be used at the discretion of the administration that may be prior to the start of the student year or at another point during the school year to be used for professional development, team meetings, scheduling, intervention teams.
 - 3 days at the discretion of the teacher to be used to attend to other professional responsibilities including but not limited to parent conferences, individual data study, curriculum preparation, budget preparation, and evening events associated with the teaching assignment.
 - 1 day for SAU 24 Common Day Workshop.
 - 1 day following the last student day in the school year.
- D. The HTA shall be given the opportunity to have input into the school calendar.
- E. The teachers' work day shall be 7 hours in length. The day will include one (1) prep period of not less than forty-five (45) minutes (during which regularly scheduled meetings, such as team meetings and administrative meetings will not be held), and one lunch period free of supervisory duties of at least 30 minutes. The remaining hours will be divided between professional meetings, extra help sessions, classroom instruction and supervision as assigned by the building administration. Duty time as assigned by the building administration will not exceed sixty (60) minutes per week. Administration will meet with HTA representatives at least once per trimester to evaluate and determine if changes are needed in the assignment of duties. Bargaining unit members will not be assigned afternoon bus duty. On June 30, 2012 this clause will revert back to the 2008-2011 collective bargaining agreement Article VII, (F), (G) 1 and 2, (H) and (K).
- F. Faculty meetings shall not exceed two (2) per month except in case of emergencies. Notice of faculty meetings will be given at least one (1) week in advance except in the case of emergencies.
- G. A teacher shall be released from his/her contract (for the coming school year), without penalty, by providing the Superintendent and the Board with written notice prior to the last day of the teacher's school year (June 30).

After the end of the school year (June 30th) the contract may be terminated by the mutual agreement of both parties.

ARTICLE VIII TEACHER EVALUATION

1. All monitoring or observation of the work performance of a teacher will be conducted fairly, openly and with full knowledge of the teacher. Evaluation procedures shall be conducted in accordance with the procedures in the Henniker School District Evaluation Plan. The procedures, developed collaboratively by the administration and the HTA, will be implemented by the administration. The Henniker School District Evaluation Plan's procedures and related procedures will be reviewed annually by the HTA and the administration.
2. An employee shall be given a copy of any formal observation report prepared by his/her supervisor before any conference held to discuss it. If the employee is dissatisfied with this observation conference, s/he may request an additional conference. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
3. The teacher or the teacher's designated representative (such designation to be made only in writing and signed by the teacher) will have the right, upon request, to review the contents of the teacher's personnel file and to make copies of any documents contained therein, excluding confidential references. The superintendent reserves the right to have a representative present during the review of the file. The choice of representative must be acceptable to the teacher.
4. Access to a teacher's personnel file shall be had only by the teacher, the administration and their counsel, and the teacher's designated representative. Individual Board members shall not have access to teacher personnel files except during a Board hearing.
5. Grievances arising from evaluation are limited to evaluation procedures and methods of implementation as outlined in the Henniker School District Evaluation Plan.

ARTICLE IX GRIEVANCE PROCEDURE

A. Grievance Procedure

The grievance shall be in writing and shall contain the specified alleged grievance with proper reference to the provision of this contract being violated. It shall also set forth names, dates, and any other facts which will provide a sound basis for a complete understanding of any such grievance.

1. A "Grievance" shall mean a claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any provision of the contract.
2. An aggrieved party is the party making the complaint and may be represented at all stages of the grievance procedure by himself/herself and by the Association.
3. The term "Days" when used in this Article shall, except where otherwise indicated, mean school days; except the end of the school year when they shall be Monday through Friday, excluding holidays. Time limits may be shortened or lengthened by mutual agreement.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
5. No grievance shall be filed or accepted after thirty (30) calendar days of the incident or situation or when the employee became aware of or should have become aware of the incident or situation. Failure to initiate or appeal a grievance within the specified time limits shall be deemed to be an acceptance of the employer's decision and a waiver of the grievance and of any jurisdiction over the grievance by an arbitrator.

B. Initiation and Processing

1. Level 1 - Principal

- a. The parties acknowledge that it is more desirable to resolve problems through free and informal communications. Grievances which are not settled in an informal way shall be reduced to writing and referred to the following grievance procedure.
- b. Any grievant shall discuss the grievance with the Principal in an attempt to resolve the matter. This discussion has to take place within ten days of the filing of the grievance.
- c. The Principal shall communicate his/her decision in writing to the teacher within five (5) days of the receipt of the written grievance.

2. Level 2 - Superintendent

If the grievant or Association is dissatisfied with the decision, no later than five (5) days after the receipt of the Principal's decision they may appeal the Principal's decision to the Superintendent of Schools. The appeal must be in writing including the matter submitted to the Principal, as specified above, and his/her dissatisfaction with the decisions previously rendered. The Superintendent of Schools shall meet with the grievant to attempt to resolve the matter, as quickly as possible, but within a

period not to exceed ten (10) days after the meeting. The Superintendent shall communicate his/her decision in writing to the employee, with a copy ~~of~~ ^{to} the Association, within ten (10) days after the meeting.

to
JW *JW*

3. Level 3 - School Board

If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, he/she may, not later than five (5) days of receipt of the answer in Level 2, appeal the decision to the School Board. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration. The decision of the Board shall be made and transmitted in writing to the grievant no later than thirty (30) days from the time of the hearing by the School Board.

4. Level 4 - Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant, the grievant shall notify the Association within five (5) days after the deadline for the Board's decision. If the Association wishes review by a third party, the Association shall so notify the School Board in writing. Such notice by the Association shall not be later than twenty (20) days after the deadline for the Board's decision. The Association then will initiate a request for arbitration according to the procedures of the American Arbitration Association. The decision of the arbitrator shall be binding on each party.

C. Costs

The fees and expenses of the arbitrator will be shared by the two parties equally.

D. Any level or procedural requirement may be waived by mutual agreement.

ARTICLE X TEACHERS' RIGHTS

- A. The employer agrees that it will in no way discriminate against or between bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, gender, sexual orientation, marital status, physical characteristics, or Association membership and lawful activities.
- B. The bargaining unit member shall have the right to review the contents of all records, excluding initial references of the District pertaining to said bargaining unit member, originating after initial employment and to have a representative of the Association accompany him/her. The bargaining unit member may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. When a bargaining unit member is requested to sign material placed in the file, such a signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material.
- C. The Association shall schedule the use of the school building with the Principal at reasonable times without cost for the meetings.
- D. The Association will be given an opportunity to present reports and announcements at building and/or faculty meetings.
- E. The Association will have the right to post notices pertaining to its activities and matters of teacher concerns in the teachers' rooms and shall have the use of the teachers' mailbox, voicemail and email systems.

ARTICLE XI
ASSIGNMENT, TRANSFERS, VACANCIES

- A. The Superintendent of Schools shall make all assignments and transfers within the Henniker School District.
- B. Each teacher will receive a copy of his/her job description, including grade level and specific teaching assignments, when hired and when his/her assignment changes. Anticipated assignments shall be given in writing to all teachers for the forthcoming school year by April 15, subject to reassignment only where necessary and in the best interest of the Henniker School District. Anticipated assignments shall not be changed without notice to the teacher. Changes in the anticipated assignments made prior to June 1st shall not be considered involuntary transfers. Changes in anticipated assignments made after June 1st shall be considered involuntary transfers and treated accordingly.
- C. A teacher shall not be assigned or transferred to a position for which he/she is not certified or certifiable, except temporarily and when such assignment or transfer is deemed to be in the best interest of the Henniker School District. Temporary shall be defined for purposes of this Article as not to extend beyond the current semester.
- D. Prior to an involuntary transfer of any teacher, the Superintendent shall consider any volunteer to fill said vacancy.
- E. Any involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason or the reasons for the transfer. In the event that a teacher objects to the transfer, the teacher may request to have the Association notified where the Superintendent will meet with the teacher and a representative from the Association to discuss the transfer.
- F. The term "transfer" shall include all changes of subjects to be taught, department or grade level changes, and building assignments.
- G. A vacancy which exists within the Henniker School District, both professional and/or co curricular, will be posted in the building and on the SAU website by the Superintendent for ten days. The vacancy notice will include job title and description for the position.
- H. A vacancy shall be defined for purposes of this Article as a position presently unfilled, a position currently filled but which will be open in the future, or a new position.
- I. The Henniker School District, in filling vacancies, shall consider applicants currently employed by the District before hiring outside the District, provided that the applicants within the District are qualified to fill the vacancies.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

- A. At the completion of this Agreement the District will prepare and distribute five (5) copies to the President of the Association. The cost of preparation and printing of additional copies will be borne by the Association. The district will make the contract available on line through the staff portal.
- B. Any provision of the Agreement found to be contrary to law, statute, or resolution by any court of competent jurisdiction shall be declared null and void, and the parties are required to meet and negotiate for a substitute provision.
- C. **Right to Work:** The Henniker Teachers' Association and its members, those covered by the bargaining unit but not members of the Henniker Teachers' Association, and the School Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that it will not sponsor nor support any strike, sanction of work stoppage, or other concerted refusal to perform work by the individuals covered by this Agreement, nor any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers. It is understood that RSA 273-A:5 is an integral and legal part of this contract.
- D. Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Henniker School Board, Chairperson, c/o Superintendent of Schools, Henniker School District, Henniker, New Hampshire 03242.
- E. Whenever written notice to the Henniker Teachers Association is provided for in the Agreement, such notice shall be addressed to the Henniker Teachers Association, c/o the President's current address.
- F. Either party by written notice may change the address at which the future written notices to it shall be sent.
- G. Any certified professional teaching staff hired into the District will be hired under the provisions of the negotiated Agreement.

ARTICLE XIII REDUCTION OF FORCE

The Henniker School Board, pursuant to its rule making and legislative authority, and in consideration of the possibility of a manifest change in the enrollment of the students of the Henniker School District, and in order to promote the best educational and academic environment for the students and the program for the Henniker School District, adopts the following guidelines and policy in connection with reduction of force.

A. POLICY

In the event, in the sole discretion of the School Board of the Henniker School District, it shall be necessary because of reduced enrollment, reassignment of personnel or students, curtailment of economic resources or funds, change or consolidation of Board authorized programs, or for any reason, to reduce the number or to decrease from full-time to part-time employment persons employed by the School District of the Town of Henniker in the educational programs, the criteria shall be considered by the School Board in making determination of non-renewal.

1. The Board will consider its long-standing policy to support, encourage, and promote excellence wherever excellence may be established or determined.
2. The Board will consider recommendations from administrators, both locally and on the School Administrative Unit level as to personnel who will most probably carry out the aims and objectives of the District in the educational program and promote the highest degree of learning and academic achievement among the students of the Henniker School District. In making the recommendation, the administration will review the respective evaluations of all staff to determine the most appropriate staff persons to be retained by the School District.
3. The Board will consider the overall contribution of respective persons to the total educational program, co-curricular activities, student welfare, student programs, and relationship with the parents and the community. Decisions shall be made in the best interest of the children of the Henniker School District.
4. In the event that the Board is unable to determine, based on the above criteria, which staff person should be retained within the Henniker School District, then the School Board will consider the seniority of respective staff persons.

B. PROCEDURE

As soon as a reduction in force is deemed unavoidable, the Superintendent of Schools shall notify the President of the Teachers' Association and all of the teachers in the specific positions considered for reduction giving the reasons for such action. Such notification will be given at the end of the school day no later than ten (10) business days before the Public Budget Hearing.

After the Annual School District Meeting, notification will be given in writing to the Henniker Teachers' Association and the affected employees, including reasons for the selection of the particular position(s). Notification meetings will take place at the end of the school day and be conducted in person.

For the purpose of this policy, classifications are defined as follows:

- a. Elementary Grades K-4
- b. Middle School Grades 5-8
- c. Special Education Pre-8
- d. Library, nursing, guidance, and other instructional areas

1. The School Board will accept any written presentations regarding the reduction in force from the Henniker Teachers' Association, individual teachers, or the public within fourteen (14) days of the date of notification of the intended reduction in force before taking final action.
2. The School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract), and volunteer termination of employment.
3. Recall rights will be limited to consideration* of the applications of terminated employees for such positions which may become available within the next two (2) years, provided that said terminated employees submit a reasonable and timely application at the time the position becomes vacant. If a teacher's termination was based solely on a lack of seniority, and his/her evaluations substantiate a recommendation for rehiring, the Board will waive the application procedure and will rehire.
4. A previously employed teacher who returns to a teaching position within a three-year period shall resume employment by the school district at no less than the step occupied when the teaching position previously held was terminated.

* In consideration of applications for terminated employees, the administration will:

- a. review application materials
- b. review personnel file
- c. give interview in the same fashion as other interviewed candidates (i.e., same rating sheet if used, same teacher involvement if used, etc.)

6. The decision to implement the reduction in force shall be made in the sole discretion of the School Board.

ARTICLE XIV MANAGEMENT RIGHTS

The Board, subject to the language of the Agreement, reserves itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district. This includes but is not limited to the right to direct employees, to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration.

Notwithstanding any other provision in this Agreement, the Board has sole jurisdiction, authority, and discretion to contract with individuals, companies or agencies to provide services that otherwise would be provided by persons employed in this bargaining unit as occupational therapist. The Board shall announce vacancies in occupational therapist positions, and shall notify the Association when it decides to contract-out for such services. If such services are contracted-out, representatives of the Board shall meet and discuss with representatives of the Association the rationale for the decision.

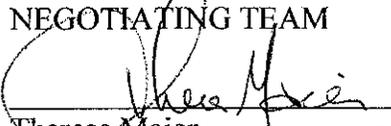
The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities which, by law, are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions or authorities.

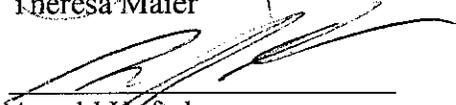
**ARTICLE XV
DURATION**

The provisions of this Agreement will be in effect and remain in full force from July 1, 2011 through June 30, 2012.

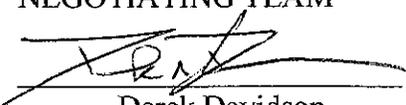
Accepted and agreed to the 1st day of February, 2011.

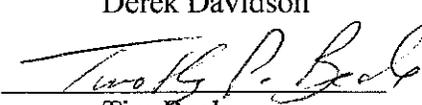
**HENNIKER SCHOOL BOARD
NEGOTIATING TEAM**

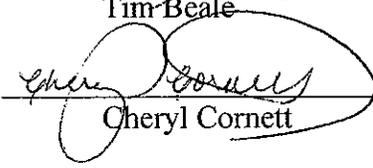

Theresa Maier


Arnold Huftalen

**HENNIKER TEACHERS' ASSOCIATION
NEGOTIATING TEAM**


Derek Davidson


Tim Beale


Cheryl Cornett

Appendix A
2011-2012 Salary Schedule

	<i>BA</i>	<i>BA+24</i>	<i>MA</i>	<i>MA+30</i>	<i>Nurse 95% BA</i>
1	\$38,480	\$39,634	\$40,823	\$42,048	\$36,556
2	\$38,865	\$40,030	\$41,231	\$42,468	\$36,922
3	\$40,224	\$41,431	\$42,675	\$43,954	\$38,213
4	\$41,632	\$42,882	\$44,168	\$45,492	\$39,551
5	\$43,090	\$44,382	\$45,714	\$47,085	\$40,935
6	\$44,598	\$45,936	\$47,313	\$48,734	\$42,367
7	\$46,159	\$47,544	\$48,970	\$50,438	\$43,851
8	\$47,774	\$49,208	\$50,684	\$52,204	\$45,385
9	\$49,447	\$50,929	\$52,457	\$54,031	\$46,974
10	\$51,177	\$52,712	\$54,294	\$55,923	\$48,618
11	\$52,968	\$54,557	\$56,193	\$57,880	\$50,320
12	\$54,822	\$56,467	\$58,161	\$59,905	\$52,081
13	\$56,741	\$58,443	\$60,196	\$62,002	\$53,904

RN salary will be 95% of the BA track at the applicable step if the nurse does not hold a Bachelor's or higher degree.
RN salary will be at the applicable step and track if the nurse holds a Bachelor's or higher degree.

**Appendix B
Leadership Stipends**

<i>Position</i>	<i>Positions</i>	<i>Pay</i>	<i>Total</i>
AimsWeb School Manager	1	\$500.00	\$500.00
Emergency Management Coordinator	1	\$1500.00	\$1500.00
Professional Development Committee Reps	2	\$1000.00	\$2,000.00
Behavior Intervention Team Leader	1	\$700.00	\$700.00
Language Intervention Team Leader	3	\$700.00	\$2,100.00
Math Intervention Team Leader	3	\$700.00	\$2,100.00
Teacher Mentor Coordinator (per mentee)	4	\$300.00	\$1,200.00
Teacher Mentor	4	\$700.00	\$2,800.00
Technology Coordinator	1	\$1,000.00	\$1,000.00
Science Curriculum Coordinator K-4	1	\$1,000.00	\$1,000.00
Science Curriculum Coordinator 5-8	1	\$1,000.00	\$1,000.00
Social Studies Curriculum Coordinator K-4	1	\$500.00	\$500.00
Social Studies Curriculum Coordinator 5-8	1	\$500.00	\$500.00
Reading/Writing Curriculum Coordinator K-4	1	\$1,000.00	\$1,000.00
Reading/Writing Curriculum Coordinator 5-8	1	\$1,000.00	\$1,000.00
Math Curriculum Coordinator K-4	1	\$1,000.00	\$1,000.00
Math Curriculum Coordinator 5-8	1	\$1,000.00	\$1,000.00
Total			\$20,900.00

APPENDIX C DENTAL BENEFITS

DELTA DENTAL

Northeast Delta Dental
One Delta Drive
PO Box 2002
Concord, NH 03302-2002
Customer Service:
803-223-1234
800-832-5700

Outline of Benefits HealthTrust Dental Plan Option 1J

Plan Year – July 1 through June 30

Probationary Period – The period of time as determined by your employer before you become eligible for Benefits under the Plan. Please check with your employer for details.

Selected Benefits & Percentage Paid by the Plan

Coverage A – Diagnostic & Preventive	100%
Coverage B – Restorative	80%
Coverage C – Prosthodontics	50%
Coverage D – Orthodontics	50%

Maximum Plan Year Benefit

The maximum amount that the Plan will pay is \$1,500 per person per plan year. Coverage D (Orthodontics) has a separate lifetime maximum of \$1,000 for each eligible dependent child to age 19.

Deductible – There is no deductible.

Contribution – There may be a contribution required of the Employee for Employee and/or Dependent coverage (if offered by your employer). Please check with your employer for details.

The Henniker School Board (the Board) and the Henniker Teachers Association (HTA) agree as follows:

1. A stipend of \$596 will be awarded to the teacher who the HTA alleges has been adversely impacted financially as a result of a mutual oversight of fact during the negotiations that resulted in the contract for contract year 2011/2012.

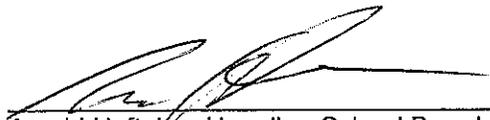
(This represents the difference between that teacher's projected salary under the 2011/2012 contract (\$60,792) and what that teacher would have made under the 2010/2011 contract if a longevity payment of 2% had been added to the 2010/2011 salary of \$59,600. That 2% amount of \$59,600 is \$1192, meaning the affected teacher's salary would have been \$60,792, had we not instituted a new step on the salary schedule and but instead maintained the exact same salary structure in contract year 2011/2012 that had been in place during contract year 2010/2011. A stipend of \$596.00 makes up the difference between those two amounts)

2. For the 2011/2012 contract year, this teacher is serving the 1st year of step 13, or put another way, the affected teacher will not be considered to have been on the top step for two years at the end of the 2011/2012 contract year.
3. This stipend is merely a compromise accommodation based upon the HTA's representation concerning what appears to have been a mutual oversight of fact during negotiations and is limited to this specific instance.
4. This agreement will not create any rights in any person and will not be, nor will it be argued as, precedent for any future salary schedule changes that may alter the timeframe for, or in any way involve, longevity. Any issues that may arise will that in any way relate to, or involve, longevity, will be negotiated at the time the arise.



Theresa Maier, Henniker School Board

6-15-11
Date



Arnold Huftalen, Henniker School Board

6-15-11
Date



Derek Davidson, Henniker Teachers Association

6-15-11
Date