

COLLECTIVE BARGAINING AGREEMENT HOPKINTON SCHOOL

DISTRICT

AND

HOPKINTON EDUCATION ASSOCIATION

FOR PERIOD

JULY 1, 2022 TO JUNE 30, 2025*

*Subject to the provisions of Section 17.2.

TABLE OF CONTENTS:

PREAMBLE	1
Article I Recognition	2
Article II Duration of Agreement	2
Article III Negotiations Procedure	3
Article IV Leaves of Absence	3
Article V School Day/School Year	7
Article VI Department Chairs/Coordinators	10
Article VII Assignments, Transfers, Vacancies	10
Article VIII Evaluation	12
Article IX Personnel Files	13
Article X School Calendar	14
Article XI Reduction in Force	14
Article XII Teacher Summer Employment	16
Article XIII Salaries, Longevity	16
Article XIV Dues Deduction	18
Article XV Notification of Intent to Change Track	18
Article XVI Co-Curricular Activities	18
Article XVII Health and Dental Insurance Benefits	19
Article XVIII Credits	22
Article XIX Tuition and Professional Development Reimbursement	23
Article XX Right to Work	24
Article XXI Teacher Rights	25
Article XXII Grievance Procedure	26

Article XXIII Early Retirement	28
Article XXIV Reservation to Voters on Financial Matters	31
Signatures	32

APPENDICES:

Appendix A	Salary Schedules
Appendix B	Co-Curricular Stipends
Appendix C	Grievance Form
Appendix D	Early Retirement
Appendix E	Dental Benefits

PREAMBLE

To encourage and increase effective and harmonious working relationships between the Hopkinton School Board (hereinafter the "Board"), the Hopkinton School District (hereinafter the "District") and its employees represented by the Hopkinton Education Association (hereinafter the "Association"), the parties join in this Collective Bargaining Agreement (hereinafter the "Agreement").

The Board and the Association strive to maintain the highest caliber professional faculty possible. To that end, the Board and the Association desire the participation of all its personnel in the development of sound educational programs for the school children of the district. In connection with making changes in educational programs which it judges to be of appropriate scope and nature, the Board or a committee thereof, acting through the Superintendent, will consult with the Association; and the Association or an appropriate committee may submit to the District Superintendent for transmission to the Board written recommendations relative thereto.

Participation in the direction of the District may take many forms, including, but not limited to committee membership or direct communication with the Superintendent. The Board agrees to give due consideration to such recommendations. It is understood that the final decision with respect to educational programs is the responsibility of the Board and that it is free to consult with such member of the District's staff and other persons it may elect at any time.

This agreement is made and entered into on this **3rd day of May, 2022** by and between the Board, acting for the District, and the Association.

WITNESSETH:

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Hopkinton is their mutual aim and that the character of such education depend predominantly upon the quality and care of the teacher service, and

WHEREAS pursuant to RSA 273-A the Board has the authority to bargain in good faith with Association as the representative of the professional teaching staff of the District included in the unit set forth in Article I, the Recognition Clause, and

WHEREAS it is understood that this agreement shall not preclude the parties from informally communicating with each other or members of either group, and

WHEREAS the parties have reached certain understandings which they desire to confirm in the Agreement.

ARTICLE I

RECOGNITION

1.1 The Board recognizes the Association (as representing professional staff certified by the Public Employees Labor Relations Board (PERLB)) as belonging to the bargaining unit and employed by the District.

1.2 The term Professional Staff includes, but is not limited to, all staff employed under an individual teacher contract including:

- Teachers
- Library Media Specialists
- Nurses
- Guidance Counselors/School to Career/ELO Coordinator
- Reading Specialists/Literacy Specialists/Numeracy Specialists
- Special Education Professional Staff
- Interventionists

The bargaining unit is inclusive of all professional staff that are not supervisory or support personnel.

1.3 Unless otherwise indicated, the professional staff in the above unit will be hereinafter referred to as the "Teachers".

ARTICLE II

DURATION OF AGREEMENT

2.1 This Agreement goes into effect July 1, 2022 and expires June 30, 2025 unless terminated earlier as provided for in Section 17.2.

2.2 Individual teacher contracts shall continue to be issued by the Board on an annual basis. Notification of non-renewal will be made in accordance with RSA 189-14 (for informational purposes, the current date is April 15). All contracts will be issued by the Board no later than two (2) weeks from the date of non-renewal in accordance with RSA 189-14 and must be returned by the teacher no later than twenty (20) days from the date of the issuance.

2.3 The terms of this Agreement shall continue if the parties are involved in any aspect of negotiations.

2.4 Any part of this Agreement which is found to be contrary to law shall not be binding on either party.

ARTICLE III

NEGOTIATIONS PROCEDURE

3.1 Negotiations shall begin no later than May 15 of the next to the last year of the current agreement. It is the responsibility of the Association to notify the Board of its desire to begin negotiations. Ground rules for negotiations shall be set by the two parties at the first negotiation meeting.

3.2 Both parties agree to freely exchange ideas, proposals and counter proposals and negotiate in good faith.

3.3 In the event an impasse is declared by either party, the guidelines established under RSA 273-A shall be followed.

ARTICLE IV

LEAVES OF ABSENCE

For the purpose of this Agreement, a leave of absence will be defined as a period of absence at the end of which the teacher shall return to a similar position.

4.1. Temporary Leaves of Absence

a. Legal Proceedings. The District agrees to provide a leave of absence for a teacher compelled to attend a legal proceeding in which they are not the plaintiff or complaining party (including but not limited to trials, hearings or depositions) as a juror, witness or defendant. The District will pay his/her salary while at such proceeding, and the teacher will give his/her jury or witness fee, if any, to the District.

b. Military. The District agrees to provide a leave of absence without pay for a teacher summoned to military duty. Leave will only be available if the teacher can prove that he/she must take the leave during the school year.

4.2. Extended Leaves of Absence

a. It is understood that an extended leave of absence does not interrupt the consecutive nature of a teacher's service, but is not included in the computation of a teacher's service.

b. Child Bearing Leave. The District shall agree to grant childbearing leave as provided by law.

c. Child rearing and Adoption Leave

i. The District agrees to grant child-rearing and adoption leave as provided by law. In addition, any teacher employed by the District for more than one year may use accumulated sick leave during their child rearing and adoption leave and shall be allowed to request ten (10) additional days from the sick bank, in accordance with the sick bank guidelines. The total number of sick days allowed

may not exceed sixty (60) and must begin within twelve (12) months of the birth or adoption. Application shall be made in writing and, if at all possible, at least sixty (60) calendar days prior to the start of the leave. Such leave must end within twelve (12) months of the birth or adoption.

ii. In the circumstance that a teacher returns from child rearing leave with no accumulated sick leave, they will be credited with fifteen (15) sick leave days. The used sick leave days will be paid back from annual sick leave to the district over the ensuing four (4) years at the rate of four (4) days per year. If the teacher leaves their employment with the District for any reason, the number of sick days will be deducted from the teacher's accumulated sick days. In the absence thereof, the value will be deducted from the teacher's final pay.

d. Medical. The Board may grant, when deemed appropriate, an extended leave of absence to a teacher who must undergo extended medical treatment. Leave, if granted, shall be for that period of time recommended by the physician, not to exceed the end of the teacher's contract, but may upon application be renewed to a second contract year. At the end of the second contract year, all obligations shall cease if a teacher remains unable or unwilling to return.

e. Professional. The Board may grant, when deemed appropriate, an extended leave of absence without pay not to exceed one year, for professional improvement. Application for such leave must be made to the Board by January 1. The Board shall reply no later than March 15. The teacher on said leave of absence must notify the Superintendent's Office of his/her desire to return to work no later than March 1 before contracts for the next year are distributed.

f. Sabbatical. The Board may grant, when deemed appropriate, sabbatical leaves to full-time teachers. When the board approves a sabbatical, the Board shall appropriate the funds necessary to support the sabbatical, but the decision on whether or not to grant a sabbatical leave will be at the Board's sole discretion. No teacher would be eligible to apply unless he/she has been employed by the District for a period of at least seven (7) years. A sabbatical leave will consist of either one (1) full year or a half-year (1/2), and will be compensated at half pay for the sabbatical period. Employee shall be entitled to full benefits. The recipient must agree to serve for at least three (3) full years in the District upon completion of the sabbatical or must reimburse the District for all expenses as a result of the sabbatical (unless waived by the Superintendent for compelling reasons). Request for sabbatical leave must be received by the Superintendent in writing, in such form as may be mutually agreed on by the Association and the Superintendent, no later than November 1, and action must be taken on all such requests no later than March 15 of the school year preceding the school year for which the sabbatical leave is requested.

g. Unpaid Leave: During the time that a teacher is on unpaid extended leave, the teacher shall be entitled to remain eligible for participation in all District fringe benefit programs,

provided such participation shall be at the sole expense of the teacher, except as may be required by applicable law.

4.3. Leave for Illness, Bereavement and Personal Days:

a. Teachers of the District are allowed 15 days per year, accumulating at the rate of 1.5 per month for September through June. Eleven of those days shall be deemed "sick days" and 4 shall be deemed "personal days." "Immediate family" shall be interpreted to include: husband, wife, son, daughter, stepchildren, father, mother, brother, sister, or grandparent of a teacher or their spouse, or any other person living in the immediate household of the teacher.

b.

i. Sick Days. Accumulation or "banking" of sick days shall be limited to 160 days. These sick days may also be used for sickness for immediate family or to supplement Child Rearing and Adoption Leave as provided for above. Any teacher who becomes ill during the school day and must leave school after 10:30 a.m. will be charged with the use of one-half (1/2) sick day. Teachers are also allowed to leave school 4 times per year for approximately 2 hours at a time for medical or dental appointments without being charged for sick time.

ii. Personal Days. Personal days do not accumulate and may be used for personal reasons, such as religious obligations, the death of a close relative or friend, a court appearance, or a similar type of personal business, or family matter. Personal days should not be used to extend a school vacation or holiday. Neither are personal days to be used for routine personal or family matters, which can normally be scheduled outside of school hours. When possible, two days prior written notification of intent to use personal days shall be given to the Administrator or the teacher's immediate supervisor consistent with the districts leave notification procedure. Personal days are to be deducted from sick leave as used. Personal days in excess of four (4) may be granted at the discretion of the Superintendent. A half day for personal days shall be consistent with the time for a half sick day.

iii. Abuse of Sick Days or Personal Days. Any indication of patterns of abuse of sick days or personal days as set forth above, as determined by the building administrator or superintendent, shall result in a meeting between the Teacher, a building administrator and a Union representative to discuss the situation before any action is taken.

c. Bereavement Leave. Teachers who have suffered a loss in his/her immediate family shall be granted up to five (5) days of leave per bereavement. Days shall not be deducted from accumulated sick leave. Bereavement leave for someone outside the immediate family can be provided at the recommendation of the building Principal or the teacher's immediate supervisor and approval of the Superintendent.

4.4 Sick Day Bank

a. Each teacher will donate one (1) sick day, annually, for which that teacher is eligible under paragraph 3, to a sick day bank. The District will add to the sum an equal number of aggregate days. If during the school year, a teacher uses all the accumulated sick days for which the teacher is eligible under paragraph 2 or 3, then that teacher may use days which have been set-aside in the sick day bank. In the event that the sick bank is depleted during any school year, teachers will donate an additional sick day to the bank. Thereafter, if the days in the sick day bank are used, they will not be replenished until the next school year. Unused days will not accumulate from year to year.

b. Sick Bank Administrative Guidelines

i. The committee will be comprised of four (4) Association Representatives with one representative from each school building. A representative of the School Board will be included as an ex-officio member of the committee.

ii. Each application must be submitted in writing to the Association with a copy to the Superintendent's Office.

iii. Each application will be reviewed on a case-by-case basis with consideration given to the nature and duration of the applicant's illness and to the possibility of other teachers requiring the benefits of the Sick Day Bank.

iv. The Committee will have the option of requiring medical documentation in support of the leave request.

v. The Sick Day Bank will not be used to supplement Workers' Compensation Benefits.

vi. In order to assure a prompt response to requests for benefits, the Committee will meet within ten (10) working days of a written application being received by the HEA.

vii. A written response to the applicant will be made within ten (10) working days of the committee meeting.

4.5 The Board may grant leaves of absence for any other reasons and upon such terms it deems appropriate.

Act 4.6 The District agrees to grant the benefits provided by The Family and Medical Leave Act of 1993 (FMLA) (29 U.S.C. Sections 2601 et seq.) to all eligible teachers.

ARTICLE V

SCHOOL DAY/SCHOOL YEAR

5.1. The regular teacher work year shall be one hundred eighty-six (186) days. These days will be used as follows:

a. One (1) of the days shall be used as a Teacher Evaluation Plan day for teachers to meet on a mutually agreed upon day with their supervisor prior to the start of the school year.

b. One (1) of the days shall be used as follows:

i. Harold Martin/Maple Street. This day is to be used for classroom set-up. This day will be used at the teacher's discretion.

ii. Middle School. Prior to each year of the contract, the use of this day will be reviewed by middle school faculty and administration.

iii. High School. This day will be used as a transition between semesters.

c. Any new teacher will work one (1) additional day (for a total of 188 days, or 187 days effective July 1, 2022) for the purpose of orientation. This day must occur prior to the start of the regular school year.

5.2. The school year shall begin no earlier than the 4th Monday in August and end no later than June 30. Additional days up to a maximum of five (5) days may be required by the Board and shall be compensated at the teacher's per diem rate, otherwise the Board may contract for additional days at a mutually agreed rate between the Association and the Board. Advance notice, by June 1, shall be given to teachers if contracted for additional days. Furthermore, the Superintendent shall have the flexibility to adjust the school calendar within the posted "no-later than student and teacher dates" (consistent with the traditionally utilized practices of adding time to the currently scheduled school days, reassigning professional development days, or self-directed professional development days) in the event that there are 2 unaccounted for cancellation days. If there are more than 2 days that need to be accommodated, then the District would work with the HEA to craft an appropriate agreement.

5.3. Teachers may be required to report thirty (30) minutes before the first scheduled class in their building each school day. Teachers shall be permitted to leave work thirty (30) minutes after the dismissal of students.

5.4. With the exception of parent/guardian teacher conferences, open houses and one community event (graduation for high school teachers; a meet the teacher event for elementary classroom teachers, or an extracurricular event for elementary non-classroom teachers and middle school teachers) duties, staff meetings and committee work will be scheduled within the school day. Staff meetings and committee work will be scheduled so as to not exceed one per week except in the event of planning for accreditation and meeting state requirements. This does not prohibit or limit a teacher from voluntarily serving on committees that meet more frequently.

5.5. A teacher may be required to supervise students or school grounds during the workday as defined above.

5.6. All duties shall be equitably distributed. Teachers who are not 1.0 FTE will also be equitably assigned to duties contiguous to their teaching assignments. In the event that a teacher works in more than one building, one building shall be deemed the primary building and duties will be assigned to that building.

5.7. Each teacher shall receive a twenty-five (25) minute duty-free lunch period.

5.8. Teaching Load

a. MIDDLE - HIGH SCHOOL

i. A normal teaching load in the middle-high school (Grades 7-12) is five (5) blocks of time over a two (2) day rotation. High school teachers will be entitled to at least a full-block preparation period equal to one teaching block per day. Middle school teachers will be entitled to at least a full-block preparation period of non-teaching time daily, to be distributed between individual preparation and team meetings, at the discretion of the grade level teams and in collaboration with the building administration.

ii. Advisory: All members of the Association will be assigned an academic advisory group and supervisory roles during the "advisory" period, with the exception of the Nurse and Guidance Counselors. Teachers that are on a 4/5's or greater contract will be assigned an advisory group and supervisory roles. Teachers on less than a 4/5's contract will participate in a shared advisory period when possible.

b. ELEMENTARY SCHOOLS

i. Part time Elementary Specialist contracts will be calculated as a ratio of full-time teaching periods rounded as applicable (see examples). Current full time teaching load, (FTE 1) in the elementary schools (Grades pre-K - thru 6) is 28 teaching periods. It is understood that a preschool block is considered half of a typical elementary instructional period.*

Examples:

- 22 teaching periods/28 teaching periods = .7857 (.8 contract)
- 23 teaching periods/28 teaching periods = .8214 (.8 contract)
- 24 teaching periods/28 teaching periods = .8571 (.85 contract)
- 25 teaching periods/28 teaching periods = .8928 (.9 contract)

*If the 28 teaching period base changes, the calculations will adjust accordingly. ii.

Elementary Preparation Periods. Full-time elementary teachers will have a minimum of four (4) preparation periods per week. These preparation periods, if scheduled during specialist periods (art, music, PE), will be maintained even though the instructor may be absent. Elementary teachers will have 300 minutes of duty-free and uninterrupted preparation time per week, a portion of which may be used for Team or grade level planning. Every effort will be taken to ensure that elementary teachers have preparation periods that are scheduled in a minimum of 25 to 35 minute blocks.

c. Preparation periods may be used for IEP/504 meetings; however, the meeting schedule will be balanced between preparation periods. Teachers are encouraged to communicate with a building administrator if they believe there is an inequity in the implementation of this article.

5.9. A teacher assigned to a sixth teaching class period shall receive compensation equal to twenty percent (20%) of his/her current salary. A teacher so assigned shall have the assignment and compensation indicated in his/her individual contract. A teacher who is assigned to a sixth class shall not be assigned to a study hall or lunch supervision.

5.10. Full Time Teachers Acting as Substitutes

- a. Middle and High School. A teacher who acts as a substitute teacher shall be paid \$60 per block.
- b. Elementary Schools. A teacher who acts as a substitute teacher shall be paid \$60 per period of teaching time.
- c. A teacher who volunteers to fulfill duties that are posted or requested by the administration (or their representatives) will be paid (per duty, 10 –30 minutes, not in increments thereof) \$10.00 per duty.
- d. Special educators assigned to a meeting as the credentialed special educator outside of their caseload will be paid \$60.00.

5.11. Teachers who have responsibility for maintaining classroom space in two separate buildings are eligible for one additional day per diem for preparation of space at the beginning of the school year.

5.13 If a certified teacher replaces a current teacher for a "significant duration" and assumes responsibility for planning, instructing and assessing, that replacement teacher shall be placed into her/his appropriate step and track.

ARTICLE VI

DEPARTMENT CHAIRS and COORDINATORS

6.1. Nominations of the Department Chairs and Coordinators by the Superintendent shall coincide with the nominations of Schedule B, and shall terminate on June 30 of the contract year.

6.2. Compensation for Department Chairs and Coordinators will be based on Appendix B of this Agreement.

6.3. Department Chairs and Coordinators will be evaluated on an annual basis. Job descriptions and evaluative instruments shall be jointly developed, reviewed on an annual basis, and when necessary, modified by the Department Chairs and Coordinators, the Administration, and the Board. The Board shall have the final decision on the instrument to be used and the duties to be performed.

ARTICLE VII

ASSIGNMENTS, TRANSFERS, VACANCIES

7.1. The Superintendent shall make all assignments and transfers within the Hopkinton School System.

7.2. The term "transfer" shall include all changes in subject fields to be taught, elementary grade level changes, and building assignments.

7.3. Said assignments shall be given in writing to all teachers for the forthcoming school year by June 1, subject to reassignment where necessary in the best interests of the District. Such reassignments shall be considered as involuntary transfers and treated accordingly.

7.4. 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 interests of the educational program of the District. "Temporary" shall be defined for purposes of this article as not to extend beyond the current semester.

7.5. Prior to involuntary transfer of any teacher, the Superintendent shall consider any volunteer to fill said vacancy.

7.6. 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 for the transfer. In the event that a teacher objects to the transfer, the Association will be notified and the Superintendent will meet with the Association representative and the teacher to discuss the transfer.

7.7. A vacancy within the Hopkinton School District will be posted within the District by the Superintendent for ten (10) days prior to general release, except in cases of a time sensitive hire. In the case of a time sensitive hire, notification will be given to the President of the Association. When position vacancies occur during the scheduled summer vacation, the District will send a notice of such vacancy to the President of the Association. The vacancy notice will include the job title, and requirements for the position.

a. A "vacancy" shall be defined for the purposes of this article as a position presently unfilled, a position currently filled which may/will be open in the future, or a new position.

b. Current Teachers Requesting Transfer. During this 10-day period, teachers currently employed by the District may request a voluntary transfer to fill that vacancy. Any Teacher making such request shall submit a letter of intent but shall not be required to complete a formal application. In the case of a voluntary request to fill a vacancy, the hiring administrator shall interview the requesting teacher within seven days after the 10-day posting period. During the interview, the hiring administrator shall either grant or deny the transfer, or request the teacher be part of the external interview process. Teachers requesting the voluntary transfer interview must presently hold a position within the teaching category of the vacancy, as defined in Article VII.

7.8 Non-Traditional School Day. In the event that the Superintendent determines that offering certain classes outside of the traditional school day will result in providing greater educational opportunities for students or avoid canceling under-enrolled classes and thereby reducing a teacher's course load, the District may offer classes in the evening or on weekends provided:

- No teacher will be compelled to teach outside of the traditional school day (i.e. the position will be voluntary);
- The volunteering teacher will be certified to teach the subject matter;
- Volunteering teachers who are less than full time or who may become less than full time due to enrollment issues shall be selected before a current full time teacher volunteering for the same class;
- In no event will a volunteering teacher's course load exceed 1.2 FTE;
- The offered class(es) will not be for enrichment or remediation programs; and
- The class content will be the same as if offered during a traditional school day but will not be required to be a one-for-one exchange of minutes with the traditional school day class.

7.8. The District may require a physical examination after a conditional offer of employment has been extended to a teacher applicant. An offer of employment is conditional upon the results of the physical examination. The District will be responsible for the cost of any physical exam or medical procedure it requires, including a tuberculin skin test.

7.10 Committees/Mentoring

a. Following their first year as a District employee, probationary teachers shall serve on at least 1 Building or 1 District committee, each for a 2-year period. Non-probationary teachers shall serve on either a Building or District committee as set forth in the faculty handbook, a building committee as established from time to time, as President or Co-President of the Association, or be a formal mentor for a new teacher for at least 2 out of every 3 years while employed by the District. Where at all possible, the non-probationary teacher should not serve on the same committee for more than 4 consecutive years.

b. The intent of this provision is ensuring that all teachers formally participate in the operations of the district.

ARTICLE VIII

EVALUATION

8.1. The Hopkinton School District Teacher Evaluation Plan (TEP) is an effective model for improving teacher performance. To that end, evaluations will indicate where teachers are meeting the expectations of the Agreement and where they are exceeding the expectations of the Agreement. These comments may be reviewed and considered when implementing the reduction in force procedure. Areas of special note are attendance of meetings and availability for student support. In order for TEP to be constructive, all procedures of TEP will be conducted openly and with full knowledge of the teacher. The District shall ensure that all teachers have a copy of the TEP.

8.2. Whenever an administrator prepares a written report regarding a teacher, the teacher shall be given a copy of the report. The teacher shall read and sign the report. The signature shall not necessarily signify agreement with the report, but only receipt. The teacher shall also be given the opportunity to respond in writing to the report and/or at a meeting with the administrator. This meeting shall occur within two weeks of issuance of the report.

8.3. Copies of all evaluative material will be placed in a teacher's personnel file and shall be submitted to the teacher. The teacher will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

8.4. Adverse evaluations and/or written reports pursuant to Article 8.3 may be grieved to the extent permitted by Article 22.

a. The Evaluation Procedure is included in the Hopkinton School District Faculty Handbook entitled, "**Hopkinton School District Teacher Evaluation Plan**".

b. Evaluation Committee. The Board and the Association, by mutual agreement, will annually establish a joint committee of one Association-designated representative from each building (the Middle School and High School shall be considered separate schools for the purpose of representation), and no more than two Administrators. The committee will be co-chaired by one of the Administrators and one of the Association representatives. All changes to the TEP must be approved through consensus.

c. Annual Evaluations

i. Annual evaluations will be completed for each teacher. Non-instructional areas, including but not limited to interaction with colleagues, students and parents, non-teaching duties, attendance and punctuality may be included in the annual evaluation. Each teacher shall be provided at least one week to comment on all evaluations prior to evaluations being submitted to the Superintendent.

ii. Any concerns in non-instructional areas shall be addressed verbally or in writing prior to being included on the annual evaluation.

ARTICLE IX

PERSONNEL FILES

9.1. Consistent with the provisions of RSA 275:56, the District shall provide a reasonable opportunity for any employee who so requests to inspect such employee's personnel file and further, upon request, provide such employee with a copy of all or part of such file. The District may charge the employee a fee reasonably related to the cost of supplying the requested documents. A teacher wishing to inspect his/her personnel file, shall make a written request to the building Principal. This review shall take place in private but in an administrative office.

9.2. The teacher and building Principal shall review the teacher's file every three years, at the teacher's written request. At that time, derogatory material shall be examined. If, after such examination and discussion of alternatives, the teacher feels that such material is unfair and should be deleted and that appropriate action has not been taken, the teacher may appeal to the Superintendent and the Board through the established grievance procedure.

9.3. Any complaint regarding a teacher which is made to any member of the administration by parent, student or other person and which may be used in any manner in evaluating the teacher shall be promptly investigated. The teacher will be notified of the nature of the complaint in writing. The teacher shall be given opportunity to respond in writing to the complaint.

9.4. The teacher shall acknowledge that he/she had an opportunity to review any complaint by signing the copy of the complaint which is to be filed. The signature shall not necessarily indicate agreement with the complaint.

ARTICLE X

SCHOOL CALENDAR

10.1. The school calendar will contain one hundred eighty- six (186 days).

10.2. The Superintendent will solicit written input from the Association in the setting of the school calendar and agrees to provide a minimum of two-week prior notice of the date that the calendar will be submitted to the School Board for consideration.

10.3. The calendar for the next year shall be finalized no later than the last School Board meeting in December.

ARTICLE XI

REDUCTION IN FORCE

11.1 The District may reduce teaching positions for a variety of reasons that may include reduced enrollment, limited economic resources or funds, or a change in or consolidation of Board authorized programs. When implementing these reductions, the District will use the following criteria in making a determination of non-renewal:

- a. Reductions will first be accomplished by attrition such as resignation, retirement, or voluntary transfer.
- b. Teachers on a probationary contract or not making satisfactory progress on an assistance plan as specified in Article VIII, Evaluation (Hopkinton School District Teacher Evaluation Plan) will be terminated by category prior to teachers on a continuing contract in the same category as shown below.

c. If further reductions are necessary, teachers shall be laid off within the following categories by seniority. A teacher's category is determined by the position presently held:

- i. Grades P-6 Elementary Classroom Teacher
- ii. Grades 7-12 based on certification for which they are currently being employed.
- iii. Specialists by the following areas: art, music, physical education, library media, guidance, foreign language by language, family or consumer science, nursing, reading specialists, ESOL, technology education, and special education. Specialists will be categorized by i or ii above.

11.2 The District may consider performance evaluations when reducing by fifths (Example: Reducing a full-time position to a 4/5-time position). In this case, performance evaluations may take precedence over seniority. There must be a specific and documented distinction in the performance, ability and/or experience between the two teachers affected. The Superintendent will notify the Association President in writing when such a decision is made. The right to grievance or appeal by the member being reduced remains in effect.

11.3 In cases where the reduction of a member is more than one fifth, items 11.1(a)-(c) above apply.

11.4 The District will notify affected teachers of their reduction as soon as administratively possible, but no later than stipulated by New Hampshire Law.

11.5 The District must reinstate teachers in inverse order of their being laid off, with no loss of credit for previous years of service. Part-time teachers shall earn seniority on a pro-rata basis.

11.6 The equivalent number of full-time years will determine years of continuous service to the District (for example, two years of half-time equals one full-time year). If there is a tie, the date of final approval by the Superintendent shall be the determining factor; if a tie still exists, the Superintendent shall make a decision based on the best interest of the district.

11.7 In the event a teacher's position is eliminated, the teacher shall be offered any other position within their respective classification that becomes open within three years after the school year the position ceases to exist. The teacher must at the time the position is offered, be certified for such position under the procedures set by the State Department of Education and provided the teacher files his/her mailing address with the Superintendent.

11.8 A person hired as a part-time teacher (not previously a full-time teacher of the District) shall not be eligible to be placed in a full-time vacancy pursuant to this Article; except that if a part-time position is changed to full-time, that does not constitute a reduction of the part-time position.

11.9 The District will notify the Association in writing via e-mail at the same time it notifies the certified teacher(s) to be affected. The notice to the Association and the affected teacher(s) will include

reasons for the reduction-in-force and reasons for the selection of the particular teacher(s) to be affected.

11.10 Certified personnel laid off must annually, by March 1, or such other times as appropriate, advise the Superintendent's office in writing of their current address and availability for employment. If a laid-off teacher refuses an offer for re-employment in an area for which he/she is qualified, the teacher shall forfeit his/her rights to re-employment under the conditions of this section.

11.11 When laid off teachers are recalled they shall be notified by certified mail, return receipt.

ARTICLE XII

TEACHER SUMMER EMPLOYMENT

Teachers shall receive compensation for summer employment (curriculum development or other related work) at the hourly rate of thirty-three dollars (\$33.00). It is understood that teachers volunteer for summer employment and shall receive no penalty for refusing such employment. Teachers will be paid summer curriculum pay within three (3) weeks of presenting their previously agreed upon project and their time sheet to their administrator or to the Superintendent in case of the administrator's absence. Any disagreement in the quality or accuracy of the project will be promptly brought to the attention of the Superintendent for resolution.

This article does not pertain to teachers who are employed as teachers by the District during the summer break. (See memorandum of understanding regarding summer pay.)

ARTICLE XIII

SALARIES, LONGEVITY

13.1. The compensation and salary scale for all teachers is set forth in Appendix A and Appendix A1. The compensation and salary scale for all teachers employed by the District as of June 30, 1994 is set forth in Appendix A1. Beginning July 1, 2000, any percentage increase to base pay will also be applied to the salary of all professional staff, including those not eligible for step increases.

13.2. Placement. Placement on the salary scale set forth in Appendix A for contract years after July 1, 2000 may be adjusted to support the employment by the District of qualified teachers. Placement on the salary schedule may be modified with the following provisions:

- a. For teachers with seven (7) or less years of experience, placement will be at a step commensurate with years of applicable teaching experience. (Typically, public school experience).
- b. For teachers with eight (8) or more years of experience, step placement may be altered; one year at the Superintendent's discretion; up to three years with mutual Association/District agreement. The Association will provide rationale where mutual agreement is not reached.
- c. For teachers recommended to fill positions of "critical shortages", placement may be advanced up to two (2) steps beyond applicable teaching experience.

d. For individuals with private sector experience, the placement recommendation will be guided on a case-by-case basis by the individual's prior experience, potential as a teacher and the staffing needs of the District.

e. When a recommendation related to this article is formalized, a meeting will occur between the Superintendent and the Association Executive Board. Upon mutual agreement on the merit of the recommendation, the administration may forward the recommendation to the Board.

f. Teachers who failed to advance a step during the 2020-21 school year, but should have, will advance two steps for the 2022-23 school year.

13.3. Longevity. In addition to general increases in the salary schedule, teachers will receive annual longevity according to the following:

a. Teachers who began employment prior to the 1999-2000 school year will be eligible for longevity benefits one year after reaching the top step of the Salary Schedule (Appendix A). Teachers who began employment after July 1, 2000 and have reached the top step of his/her salary track in Appendix A will be eligible for longevity payments based upon seven (7) years of continuous, uninterrupted service to the District.

b. For the 2022-23 and 2023-24 school year, a longevity payment in the amount of 2% of the maximum step of the teacher's salary track will be made to all certified teachers who have been on the maximum step of their salary track for at least one (1) year, and have seven (7) to fourteen (14) years of service with the District. Employees hired on or before **June 30, 2021** shall receive this benefit at the beginning of the year that they reach the maximum step of their salary track and shall not have to serve a full year on that maximum step before receiving the benefit. Beginning with the 2024-25 school year, a longevity payment in the amount of 3% of the maximum step of the teacher's salary track will be made to all certified teachers who have been on the maximum step of their salary track for at least one (1) year, and have seven (7) to fourteen (14) years of service with the District.

c. For the 2022-23 and 2023-24 school year, a longevity payment in the amount of 3% of the maximum step of the teacher's salary track will be made to all certified teachers 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. Employees hired on or **before June 30, 2021** shall receive this benefit at the beginning of the year that they reach the maximum step of their salary track and shall not have to serve a full year on that maximum step before receiving the benefit. Beginning with the 2024-25 school year, a longevity payment in the amount of 4% of the maximum step of the teacher's salary track will be made to all certified teachers 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.

d. These longevity payments do not compound from year to year.

e. Payment required under provisions for longevity shall be made with the first paycheck in December of each year.

f. Teachers receiving longevity in the 2002-2003 school year will continue to receive that same amount added to their salary annually. Thereafter, starting in 2003-2004 these teachers will receive the replacement formula set forth above added to their cumulative salaries. For example, a

teacher receiving \$5,400 longevity in 2002-2003 will continue to receive the \$5,400 plus 2% or 3% of the maximum step of his/her salary track annually depending upon years of service defined above.

g. Any employee who failed to advance a step during the 2020-21 school year and then could not advance two steps as stipulated in 13.2f (due to being at the top of the track), will receive a double longevity payment during the 2023-24 school year.

13.4 To the extent that any teacher received a COLA for 2013-2014, they will receive a one-time off step stipend payment equal to the 2013-2014 COLA payment, and the COLA received in the 2013-2014 contract year will continue for as long as the teacher is employed by the District.

ARTICLE XIV

DUES DEDUCTION

It is agreed by and between the District and the Association that upon receipt of written authorization, signed by the teacher, the District shall deduct an amount to provide payment of dues for membership and assessment in the Hopkinton Education Association, National Education Association-New Hampshire (NEA-NH) and National Education Association (NEA). The deduction will be from the regular salary check of the teacher. Deductions shall be either in equal amounts during the contract year, or as a single total deduction at the beginning of the contract year. The amounts deducted pursuant to such authorization of the teacher shall be remitted promptly to the NEA-NH. If the teacher leaves the District before the full dues authorized have been deducted, the balance shall be deducted from the teacher's final check.

ARTICLE XV

NOTIFICATION OF INTENT TO CHANGE TRACKS

Any teacher anticipating a change in his/her position on the salary schedule must notify the Superintendent, in writing or via email, prior to November 1 of the current year. If transcripts, course cards or proof of satisfactory course completion are not submitted on or before September 1 of the contract year, the change in salary schedule will not become effective until the next school year. Teachers so affected by track change will be placed on the appropriate level of the salary schedule only after having filed proper documentation with the Superintendent.

A teacher that moves will begin step movement at the next higher step from the track he/she left, regardless of the number of years at that step.

ARTICLE XVI

CO-CURRICULAR ACTIVITIES

16.1. A schedule for the payment of co-curricular stipends is set forth in Appendix B which is attached to and made a part of this Agreement.

16.2. Appointments to co-curricular activities shall be on an annual basis and shall only be

made with the voluntary consent of the person selected. Co-curricular contracts will be issued by June 1.

16.3. The Board reserves the right to add to or delete from the co-curricular activities list if it finds either a lack of interest by students or staff; or the best interest of the school requires a change.

16.4. The Board agrees to submit a copy of the proposed schedule of activities and compensation to the Association prior to May 1 of each contract year.

16.5. A Schedule B Committee is established by the Superintendent to include an Administrator and an Association designee from each building. The committee's function will include recommendations for stipend amounts and the appointment process. The recommendations of the committee will be forwarded to the Board and Association for review and approval.

16.6. A substitute for a teacher acting as Principal may be obtained at the teacher's preference when the administrator(s) in the school will be out of the building for one half (1/2) day or more.

16.7. Coaches with experience in District carry that experience with them regardless of coaching assignment.

ARTICLE XVII

BENEFITS

17.1. Health and Dental Insurance

a. The District shall provide all teachers with health insurance options that include:

- Anthem BC/BS Blue Choice;
- BC/BS Access Blue 5; and
- BC/BS Access Blue SOS 20

subject to the co-payment schedule, deductible payment schedule and teacher contributions as described in Article 17.1(d). The teacher may choose single membership, two-person membership, or family membership in one of the options.

b. Effective as of July 1 of each contract year, each teacher may waive his or her right to the health insurance on a form suitable to the District and the Association; filed not later than July 1 of the contract year. A full-time teacher who waives insurance coverage will receive a lump sum taxable payment of \$1,500 on or about the following September 15. A part-time teacher will receive a pro-rata lump sum payment based on the pro-rata health insurance received.

c. Teachers who waive their right to health insurance will not have their coverage reinstated until the following July 1, except at their own expense and as permitted by the health insurance carrier. However, a teacher may be reinstated at District expense (less prorated unearned buyout amount) at the beginning of the month after reapplication if health insurance coverage provided by the teacher's spouse is involuntarily terminated.

d. For employees hired on or before June 30, 2021, the District will contribute 98% of the premium for a plan corresponding to the BC/BS Access Blue SOS 20 single person, two-person, or family plan for the 2022-23 school year. For the 2023-24 school year the district will contribute 96% of the premium for a plan corresponding to the BC/BS Access Blue SOS 20 single person, two-person, or family plan. For the 2024-25 school year the district will contribute 93% of the premium for a plan corresponding to the BC/BS Access Blue SOS 20 single person, two-person, or family plan. Teachers who elect either the Blue Choice or Access Blue 5 will pay the difference between the premium on the BC/BS Access Blue SOS 20 plan and the option they select.

For employees hired on or after July 1, 2021, the District will contribute 93% of the premium for a plan corresponding to the BC/BS Access Blue SOS 20 single person, two-person, or family plan. Teachers who elect either the Blue Choice or Access Blue 5 will pay the difference between the premium on the BC/BS Access Blue SOS 20 plan and the option they select.

The district will fund the first 50% of the deductible of the BC/BS Access Blue SOS 20 in an HRA account, for members choosing the BC/BS Access Blue SOS 20 option.

- e. Prescription drug copayment plan available as part of all health insurance plan options:
 - i. \$10.00 Generic
 - ii. \$25.00 name brand / \$40.00 Premium brand
 - iii. \$10.00, \$40.00, or \$70.00 mail-in for a three-month supply
- f. Plan registration/changes may only be made during the month of July of each year.
- g. Any changes in actual coverage and/or carriers must be made by mutual consent of the District and the Association.
- h. Members of this Agreement participating in this provision may re-enter the program providing a qualifying event as specified by the current policy.

17.2 Affordable Care Act Tax Ramification

a. If, at any time during this contract, it is determined that the District will be subject to the so called "Cadillac plan tax" under the Affordable Care Act, then the parties shall work together to determine what combination of deductibles and/or co-pays for HEA members will

reduce premium cost to the point where the tax will not apply. The redistribution of any savings produced as a result of the increase in deductibles and co-pays would be "on the table" as part of the parties' discussions.

b. If the parties cannot so agree by October 1 of any year of the contract, the subsequent year(s) of this Agreement would be void and the parties shall immediately enter into negotiations for an entirely new Agreement.

17.3. Indemnification. All District teachers are indemnified, while acting within the scope of their professional assignment, to a limit of one million dollars (1,000,000) as set forth in New Hampshire statutes and administrative rules.

17.4. Life Insurance. The District shall provide all teachers with a life insurance and accidental death and dismemberment insurance program. Teachers who are regularly employed by the

17.5. Income Protection. Following a thirty (30) working day waiting period from the first day of an absence and during which time the teacher shall use accumulated sick leave, if any, the following protection plan will be in effect:

a. Teachers who have sick leave in excess of the thirty (30) days shall receive their additional sick leave benefit at full compensation for the period following the thirty (30) day waiting period not to exceed ninety (90) days from the first day of absence, or until the expiration of the contract year, whichever comes first. When sick leave benefits are exhausted, but not before the expiration of the thirty (30) working day waiting period, the teacher benefits detailed in Section b will begin.

b. The teacher shall receive two-thirds (2/3) of his/her regular weekly gross salary for a period not to exceed eighty-nine (89) days or until the expiration of the contract year, whichever comes first.

c. Long Term Disability (LTD) Insurance Plan. The District shall provide all teachers with a long-term disability plan. The benefit is sixty-six and two-thirds (66 2/3%) percent of salary, up to a monthly maximum benefit of \$5,000. The elimination period is ninety (90) calendar days. LTD benefits shall cease at age 65.

17.6. The Board reserves the right to require examination by the physician of its choice in order to validate sick leave and disability claims. The Board shall pay the cost of any such required examination.

17.7. Eligibility for Benefits. The benefits of this contract shall be applicable to all teachers greater than or equal to 0.5 Full Time Equivalent (FTE) as follows:

a. Full-Time Teachers: Full Benefits (defined as Health Insurance, Life Insurance, and Dental Plan).

b. Other Than Full-Time Teachers: Prorated benefits provided the teacher meets the eligibility criteria of the benefit carrier.

17.8. Change of health insurance carrier will be made only by mutual agreement between the Association and the Board. Any change in carrier will result in coverage comparable to the option plans as outlined in this agreement. Agreement to a modification will not be unreasonably withheld by either party.

17.9. It is agreed that a change in carrier will not take place during a contract year and that if an agreement to change carrier by the termination of the present contract year is not reached, the current plan will remain as the District's health insurance provider.

17.10. The parties agree to work together to study alternative providers and cost containment aspects of the insurance provided in this article, and to meet from time to time to consider, evaluate, and if mutually agreed, to implement wellness programs and/or other cost management programs.

17.11. Personal Property Loss Reimbursement. For loss or damaged personal property, the District will reimburse the teacher in the amount of the insurance deductible claim or reimburse for non-insured items up to a maximum of \$500. This may be applied to personal property or automobile

damage provided the loss did not result from teacher negligence.

17.12. Any teacher unable to work due to an injury or illness arising out of or in the course of employment for the District and compensable under the New Hampshire Workers' Compensation Law, RSA 281-A, shall, until the end of the contract year in which the injury or illness occurred, retain health insurance under the terms of this Agreement. If certified as able to return to work by a Physician acceptable to the District, the teacher will be entitled to return to a comparable position for the remainder of the contract year in which the injury or illness occurred or the next contract year provided that any teacher so certified may be required to wait until the beginning of the next quarter or trimester before resuming work. If the teacher is not so certified by June 30 of the second contract year, all further contractual obligations of the District shall cease.

17.13. Dental Insurance. The District will provide all teachers with a dental insurance plan. The District will pay 100% of costs of a single, two-person, or family membership. The dental plan is outlined in Appendix E.

17.14. 403b Retirement Plans. Newly hired teacher shall be entitled to a one-time matching contribution of \$500 to their existing or newly created 403b plan during the first year of their employment by the District. This account and contribution must be set up/completed by April 1. Any new teacher who does not accept this benefit shall be deemed to have waived the benefit.

17.15. Honoraria. The District will provide a \$500 honorarium to staff members who facilitate an independent study/ elementary enrichment/remediation opportunity. This may take place before or after a normal student day. This honorarium is subject to building and central office approval.

17.16. National Board Certification. A teacher seeking National Board Certification may use course reimbursement funds to support the process. The teacher will receive a one-time \$2000 stipend the year following the awarding of National Board Certification.

Guidelines for reimbursement are consistent with those outlined for use of tuition assistance funds (Article XIX). National Board Certification reimbursement/stipend is limited to 4 (four) teachers per year.

ARTICLE XVIII

CREDITS

18.1. Effective July 1, 2003, undergraduate or graduate credits not towards a degree may be counted toward salary track designation with the prior approval of the Superintendent. The provisions of this section shall be uniformly applied.

18.2. Any teacher employed in the District as of June 30, 1989, who had a BA plus 45 accumulated credits and teachers who had a BA plus 45 accumulated credits at the start of the 1991/1992 school year shall remain in the MA track at his/her normal step.

18.3. Credits once used to attain a salary track designation may not be thereafter used for subsequent advancement, unless that advancement results in the awarding of a postgraduate degree.

18.4. Any teachers initially hired for contract years beginning after July 1, 1994, will be compensated according to the Restructured Salary Scale at Appendix A.

18.5. Effective July 1, 2012, the BA 30 track was no longer available for advancement. A teacher who is currently on the BA 30 track will maintain his/her status until advancing to the next track.

ARTICLE XIX

TUITION AND PROFESSIONAL DEVELOPMENT REIMBURSEMENT

19.1. Course Reimbursement

- a. Any teacher who is a member of the Association may be entitled to tuition reimbursement. A teacher with less than one year of service with the District may be denied tuition assistance on that basis. The District will budget a sum equal to 25% of the number of the bargaining unit members times \$3350. Prior approval of the course must be obtained from the Superintendent. Approval by the Superintendent should not be unreasonably denied.
- b. The Superintendent has the authority to repurpose tuition assistance funds to support staff participation in compelling, exemplary professional development experiences. Such repurposing is limited to 20% of the total funds allocated toward tuition assistance. If a conflict exists in the application of funds, tuition reimbursement will take precedence.
- c. Tuition reimbursement is contingent upon the availability of funds. To the greatest extent possible, all teachers will have access to tuition assistance for a first course. Funds for a second and third course will be provided if the resources are available. A teacher who utilizes funds for a third course shall be required to serve on a district-wide committee in the year following completion of the third course.
- d. The District shall prepay the university/college the cost of the course by such means as is acceptable to both parties.
- e. If a teacher fails to complete the course or fails to pass the course with a grade of B- (minus) or better, the teacher shall be obligated to reimburse the district for the sum provided by the District. Said repayment may be in the form of a lump sum payment or by prorated withholding(s) from the teacher's salary during the subsequent twenty weeks. In such a case, the District shall not be obligated to pay tuition for a subsequent course until the reimbursement to the District for the previous disqualified course has been made in full.
- f. Teachers applying for prepayment of a course offered during summer school may be required to sign a promissory note guaranteeing repayment of the portion paid by the District, should the teacher fail to pass the course with a grade of B- (minus) or better.
- g. The District shall apportion the budgeted course reimbursement funds quarterly (Summer, Fall, Winter and Spring semesters) and will carry forward the balance from each quarter which may be used to pay for a second course for individuals after funding of first course tuition requests for each quarter are recorded. In the event that the quarterly allocation is exceeded, first course reimbursements will be paid to the extent of unencumbered funds for the year. Second course reimbursements will continue in other quarters where the funds available exceed the quarterly allocation.

b. Engaging in a strike, professional day, mass sickness or group absenteeism or to cause, persuade or encourage Association members to engage in a strike, professional day, mass sickness or group absenteeism.

i. The term "strike" shall mean failure to perform assignments, absence from work or slowdown by public school teachers or administrators as a result of concerted action.

ii. "Professional day", "mass sickness" and "group absenteeism" shall mean any planned joint action, overt or covert, by Association members to remain away when they are required by contract or agreement to be working.

20.2. The Board agrees not to engage in any lockout or other concerted activities to prevent the Association members from performing their teaching duties, provided that this section shall not be construed so as to limit the Board in the exercise of its statutory authorities.

ARTICLE XXI

TEACHER RIGHTS

21.1. The District agrees that it will in no way discriminate against teachers because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, gender identity, marital status, or physical characteristics and further that it will not discriminate against any teacher, with respect to hours, wages or any terms or conditions of employment or activities, by reason of his/her membership in the Association.

21.2. Teachers shall have the right, upon reasonable notice, to review and make copies of any information in their personnel files, except confidential pre-employment references. The teacher shall have the right to be accompanied by an Association representative. The teacher shall receive copies of material placed in his/her file and may place a response to any material in the file. A signature by a teacher shall be evidence of receipt of copy and not assent to contents.

21.3. Written Notice.

a. In the event that any teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation or deprived of any professional advantage, the individual shall be informed in writing by the administration. All information forming the basis for such action(s) will be made available to the teacher at the time such action is taken. The reasons shall support the actions taken.

b. When a request for representation by an Association member is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

ARTICLE XXII

GRIEVANCE PROCEDURE

22.1. General Provisions.

- a. A grievance is defined to be a claim by a teacher or a group of teachers or the Association that there has been a violation or misinterpretation of this contract. The purpose of this Grievance Procedure is to facilitate resolution of the problem at the lowest administrative level possible.
- b. The term "days" when used in this Article shall, except where otherwise indicated, mean school days except the end of the school year when it shall be Monday through Friday, excluding holidays.
- c. Any grievant may discuss the grievance with his/her immediate supervisor in an attempt to resolve the matter informally at that level. If as a result of the discussion, the matter is not satisfactorily resolved, the grievant may proceed to Step 1 of the procedure.
- d. Any grievance must be filed on a grievance form, a copy of which is attached as Appendix C, within thirty (30) days of the time the grievant first became aware of or should have become aware of the grievable action.
- e. A grievant may be represented at all stages of the Grievance Procedure by himself/herself in conjunction with the Association as he/she chooses. When a teacher is not represented by the Association, the Association shall be notified by the teacher and the Superintendent or his/her designee in writing, at the time the grievance is submitted to the Superintendent, that the grievance is in process. The Association shall be notified by the Superintendent in advance of any hearing and shall have the right to be present and state its position if requested to do so by the individual or the Board. The Association shall receive a copy of all written decisions. Any resolution of a grievance shall be consistent with the terms of this Agreement.

22.2. Grievance Steps

STEP 1: Principal or Immediate Supervisor:

The grievant will submit the grievance in writing to the principal or immediate supervisor through the Association. Within ten (10) days of receipt of the written grievance, the principal, the grievant, and a representative of the Association will meet to discuss and resolve the grievance. The principal shall answer in writing within ten (10) days after the meeting. If the grievant is not satisfied with the resolution of the grievance, he/she may within ten (10) working days go to Step 2 of the Grievance Procedure. The Grievance Forms (Appendix C) shall be used for the submission of all grievances.

STEP 2: The Superintendent:

The grievant whose grievance has not been resolved by Step 1 shall within ten (10) days submit his/her grievance in writing, through the Association, to the Superintendent. Within ten (10)

days of receipt of the written grievance, the Superintendent and the parties outlined in Step 1 shall meet to resolve the grievance. The Superintendent shall answer in writing within ten (10) days after this meeting. The Superintendent shall, upon request to the Association, be entitled to an extension of ten (10) days if circumstances require further investigation.

If the grievant is not satisfied with the resolution of the grievance, he/she may within ten (10) days go on to Step 3 of the Grievance Procedure.

STEP 3: The School Board:

The grievant whose grievance has not been resolved by Step 2 shall within ten (10) days submit in writing his/her grievance, through the Association, to the Board. Within twenty (20) days of receipt of the written grievance, the Board, the Superintendent, and the parties outlined in Step 1 shall meet to resolve the grievance. The Board shall answer, in writing, within ten (10) days after this meeting. If the grievant is not satisfied with the resolution of the grievance, he/she may, within twenty (20) days, go on to Step 4 of the Grievance Procedure.

STEP 4: Arbitration:

Within twenty (20) days of the receipt of the Step 3 answer, the Association shall advise the Board through the Superintendent, in writing, if it wishes to submit the dispute to arbitration. The arbitrator shall be selected by mutual agreement between representatives of the Association and the Board. Should the parties be unable to agree upon an arbitrator within ten (10) days of the Board's receipt of the notice to arbitrate, then arbitration shall be requested by the Association from the American Arbitration Association (AAA). The arbitrator shall then be selected in accordance with AAA procedures. The arbitrator will give his/her decision, citing findings of fact, reasons, and conclusions on the issue. The arbitrator's decision shall be binding, provided that questions of law may be submitted to the appropriate court of law having jurisdiction provided further that it is not contrary to any provision of the Agreement or the laws of the State of New Hampshire.

All arbitration costs shall be shared equally by Association and the Board.

22.3. It is understood that any teacher grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

22.4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

22.5 The Board shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files and shall not be forwarded to a prospective employer.

22.6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

22.7. Failure at any step of this procedure to appeal a grievance to the next step within the

specified time limits shall be deemed to be a waiver of further appeal of the decision.

ARTICLE XXIII

EARLY RETIREMENT

23.1. Full time teachers shall be eligible for early retirement if:

a. On June 30 of the school year preceding early retirement said teacher will be at least 54 years of age and not more than 64 years of age.

b. As of the end of the year preceding early retirement, the teacher has completed at least ten (10) years of full-time teaching in the District.

c. The teacher is being paid at the top of his or her salary track.

23.2. Non-full-time teachers shall be eligible for early retirement if:

a. On June 30 of the school year preceding early retirement said non-full-time teacher will be at least 54 years of age and not more than 64 years of age.

b. As of the end of the year preceding early retirement, the non-full-time teacher had at least ten (10) years of full-time teaching in the District prior to being non-full time.

c. The non-full-time teacher is being paid at the top of his or her salary track, subject to the appropriate percentage reduction based on non-full-time status.

23.3. Requests must be submitted by November 15. The request will be addressed to the Superintendent. Copies will be sent to the Board Chair and the Building Principal. The

Superintendent will acknowledge the receipt of the request of intent to retire within ten (10) business days.

EXAMPLE: (1) Applicant is 54 on June 30, 2000, (2) Request for early retirement submitted November 15, 2000, (3) Budget prepared and approved March 2001, Individual retires June 30, 2001.

23.4. The Board shall consider all requests for early retirement and shall be obligated to grant up to three (3) such requests per year. If the Board receives more than three (3) requests for early retirement to commence in any given year, it shall determine those who receive early retirement as follows:

a. First preference shall be given to eligible individuals who will have completed twenty-five (25) years or more of service in the Hopkinton School District at the completion of the retirement year.

b. Should there be a tie, preference shall be given by age of the eligible individuals as of June 30 of the retirement year. Preference will be given to the older individual(s), except that a difference of less than 365 days in age shall be considered a tie.

c. Should there still be a tie, preference shall be given by length of service in the Hopkinton School District measured by comparable full-time service.

23.5. The Board shall simultaneously notify applicants by January 15th whether or not early retirement has been granted. Each applicant shall have until March 1 to accept early retirement. Notification of acceptance/non-acceptance shall be made via certified mail, with the signed receipt being proof of receipt.

23.6. Eligible teachers requesting and not receiving early retirement shall be given first consideration in the next year based upon the listing determined in accordance with 23.1 and 23.2 above. If a teacher applies for early retirement and is granted early retirement but decides not to take early retirement, the teacher will not receive preferential consideration the next year. Any teacher who is granted and accepts early retirement and elects not to retire as scheduled for compelling personal reasons (for example, death of an immediate family member, divorce of the teacher, or other compelling personal reasons) may appeal to the school board to retract the early retirement based on said circumstance.

23.7. The early retirement benefit shall include the following:

a. All eligible full-time members (see Article 23.1) are entitled to the cash benefit as indicated in Article 23.7(c). The cash benefits will be received in two payments, the first payment being made between July 1 and July 15 of the retirement year. The remainder of the benefit will be paid no later than January 30 of the year following the date of the retirement. The first payment will be the total cash benefit in paragraph Article 23.7(c) below or the maximum allowed without incurring excess benefits as defined by RSA 100-A:16, whichever is the lesser.

b. All eligible non-full-time members (see Article 23.2) are entitled to a *pro rata* cash benefit based on the following formula:

$$\left[\frac{\# \text{ of years full time}}{\# \text{ of total years}} + \frac{(\% \text{ of position}) \cdot \text{ years at part time}}{\# \text{ of total years}} \right] \cdot \text{Article 23.7(c) Benefit} = \text{Benefit}$$

c. The cash benefits will be received in two payments, the first payment being made between July 1 and July 15 of the retirement year. The remainder of the benefit will be paid no later than January 30 of the year following the date of the retirement. The first payment will be the total cash benefit in Article 23.7(c) below or the maximum allowed without incurring excess benefits as defined by RSA 100-A:16, whichever is the lesser.

d. The cash benefit will be according to the following schedule based on age as of June 30th of the year of retirement:

<u>Age</u>	<u>Benefit</u>
55	\$47,000
56	\$45,000
57	\$43,000
58	\$41,000
59	\$39,000
60	\$35,000
61	\$30,500
62	\$26,500
63	\$23,000
64	\$19,000

23.8. The Board, at its discretion, may approve additional applicants beyond the number provided above, extend the deadline for applications beyond the date above, or extend the age or experience limitation listed above.

23.9. The Board is not under obligation to contribute toward the cost of the retiree's insurance. The retiree shall be permitted to retain insurance coverage at his/her own expense.

23.10. The parties agree that an effectively managed Early Retirement Program provides a benefit to Association members and provides a means of reducing the District's expense for teacher salaries. To that end, the parties agree to operate the program as stated above.

23.11. In the event the early retirement incentives do not provide a net cost savings to the District as of June 30, 2000, and annually thereafter, the Association agrees to reopen negotiations of the early retirement program if so requested by the Board. Appendix E will be used to calculate the net cost savings of each teacher accepting early retirement provisions.

23.12. If the Board, at its discretion, approves and expands any provisions of the Early Retirement program in any given year(s), the costs and/or savings for such year(s) shall be exempt from the accounting provisions.

23.13. Severance Stipend. A severance stipend of \$2000 will be paid to those teachers who do not qualify for early retirement due to exceeding the age requirement. Teachers must have at least ten years of service with the Hopkinton School District.

ARTICLE XXIV

RESERVATION TO VOTERS ON FINANCIAL MATTERS

The Board and Association agree to support mutually agreed settlements before the voters of the District. However, any agreement reached herein which requires the expenditures 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. In the event the voters shall not approve the District Budget as proposed by the Board, the Board and the Association shall begin negotiations again.

The parties agree that this provision shall only apply in the first year of any multi-year agreement. Appropriations for binding multi-year agreements shall be conducted in accordance with applicable law.



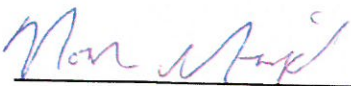
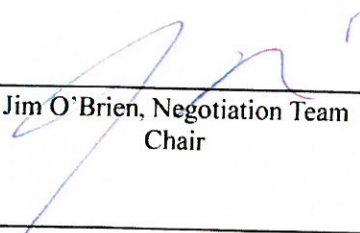
SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF the parties have hereunto set their names by their officer duly authorized.

DATE: May 3, 2022

Hopkinton School Board

Hopkinton Education Association

	
Andrea Folsom , Chair and Negotiation Team Vice Chair	Scott Zipke, Co-President
	
Rob Nadeau, Vice Chair	Kristin Jacques,
	
Norm Goupil	Diana Morin
Dulcie Lipoma	Karen Vittoria
	
Jim O'Brien, Negotiation Team Chair	Donna Zecha

APPENDIX B

SCHEDULE B
HOPKINTON SCHOOL DISTRICT
CO-CURRICULAR AND INTERSCHOLASTIC
STIPENDS

2022-2025 SCHEDULE B AGREEMENT
CO-CURRICULAR ACTIVITIES: 1st - 4th Year

CATEGORY I	POINTS	BASE SALARY	2022-2023	2023-2024	2024-2025
Department Chairs					
Science	17-20	8.5% of Base Salary	\$3,440	\$3,543	\$3,649
Mathematics	17-20	8.5% of Base Salary	\$3,440	\$3,543	\$3,649
World Language	17-20	8.5% of Base Salary	\$3,440	\$3,543	\$3,649
English	17-20	8.5% of Base Salary	\$3,440	\$3,543	\$3,649
Social Studies	17-20	8.5% of Base Salary	\$3,440	\$3,543	\$3,649
Special Education Coordinator	17-20	8.5% of Base Salary	\$3,440	\$3,543	\$3,649
Guidance Director	17-20	8.5% of Base Salary	\$3,440	\$3,543	\$3,649
Unified Arts	17-20	8.5% of Base Salary	\$3,440	\$3,543	\$3,649
CATEGORY II					
			2022-2023	2023-2024	2024-2025
Musical - Music Director	16	5% of Base Salary	\$2,023	\$2,084	\$2,147
Musical - Acting Director	16	5% of Base Salary	\$2,023	\$2,084	\$2,147
Instrumental/Choral Director	16	5% of Base Salary	\$2,023	\$2,084	\$2,147
CATEGORY III					
	POINTS	BASE SALARY	2022-2023	2023-2024	2024-2025
HHS Student Council	15-16	4.35% of Base Salary	\$1,760	\$1,813	\$1,868
Destination Imagination Coord	15-16	4.35% of Base Salary	\$1,760	\$1,813	\$1,868
Middle School Drama (After School)	15-16	4.35% of Base Salary	\$1,760	\$1,813	\$1,868
FIRST Robotics	15-16	4.35% of Base Salary	\$1,760	\$1,813	\$1,868
Open Arts Studio (HHS)	15-16	4.35% of Base Salary	\$1,760	\$1,813	\$1,868
CATEGORY IV					
	POINTS	BASE SALARY	2022-2023	2023-2024	2024-2025
HS Math Team	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
MS Math Team**	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
HS Peer Leader Advisor	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Senior Class Advisor (2)	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Junior Class Advisor (2)	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Freshmen Class Advisors (2)	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Forensics/Debate Advisor	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
MSS Performing Arts Club (2)	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Interact Advisor	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Middle School Art Club	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
National Honor Society**	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Graduation/Academic Awards Coord.	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Middle School Peer Outreach Adv.	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Theatre - Play Director	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
Musical Choreographer	11-14	3.10% of Base Salary	\$1,255	\$1,292	\$1,331
*Pit Orchestra Director is included as part of Music Director Position.			\$1,255	\$1,292	\$1,331

**Cases where responsibilities are split by two or more staff members, the base rate will be used.

JV Baseball	15-19	7.10% of Base Salary	\$2,873	\$2,959	\$3,048
JV Lacrosse (B & G)	15-19	7.10% of Base Salary	\$2,873	\$2,959	\$3,048
Winter Cheerleading JV	15-19	7.10% of Base Salary	\$2,873	\$2,959	\$3,048

CATEGORY V	POINT S	BASE SALARY	2022-2023	2023-2024	2024-2025
Track, Varsity Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Nordic Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Baseball Varsity Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Softball Varsity Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Girls Varsity Lacrosse Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Boys Varsity Lacrosse Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Field Hockey - Middle (A)	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Track Middle School	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Cross Country Middle	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Middle School Ski Nordic	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
(Freshman Team According to Policy Letter 11/4)	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Soccer Girls Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Soccer Boys Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Field Hockey Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Cross Country Assistant	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Boys Middle School Soccer	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Girls Middle School Soccer	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Middle School Baseball	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Middle School Softball	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Middle School Basketball - Girls	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125
Middle School Basketball - Boys	10-14	4.95% of Base Salary	\$2,003	\$2,063	\$2,125

CATEGORY VI	POINT S	BASE SALARY	2022-2023	2023-2024	2024-2025
Middle School Track Asst.	6-9	3.75% of Base Salary	\$1,518	\$1,563	\$1,610

CATEGORY VIII	POINT S	BASE SALARY	2022-2023	2023-2024	2024-2025
Unified Basketball	1-4	1.6% of Base Salary	\$648	\$667	\$687

Home Officer	Per Game Stipend	\$85
Away Event Assistant	Per Game Stipend	\$45

SCHEDULE B
HOPKINTON SCHOOL DISTRICT
CO-CURRICULAR AND INTERSCHOLASTIC
STIPENDS
2022-2025 SCHEDULE B AGREEMENT
CO-CURRICULAR ACTIVITIES: 5 - 8th Year

CATEGORY I			2022-2023	2023-2024	2024-2025
	POINTS	BASE SALARY			
Department Chairs					
Science	17-20	8.5% of Base Salary	\$3,626	\$3,734	\$3,846
Mathematics	17-20	8.5% of Base Salary	\$3,626	\$3,734	\$3,846
World Language	17-20	8.5% of Base Salary	\$3,626	\$3,734	\$3,846
English	17-20	8.5% of Base Salary	\$3,626	\$3,734	\$3,846
Social Studies	17-20	8.5% of Base Salary	\$3,626	\$3,734	\$3,846
Special Education Coordinator	17-20	8.5% of Base Salary	\$3,626	\$3,734	\$3,846
Guidance Director	17-20	8.5% of Base Salary	\$3,626	\$3,734	\$3,846
Unified Arts	17-20	8.5% of Base Salary	\$3,626	\$3,734	\$3,846
CATEGORY II			2022-2023	2023-2024	2024-2025
Musical - Music Director	16	5% of Base Salary	\$2,133	\$2,197	\$2,263
Musical - Acting Director	16	5% of Base Salary	\$2,133	\$2,197	\$2,263
Instrumental/Choral Director	16	5% of Base Salary	\$2,133	\$2,197	\$2,263
CATEGORY III			2022-2023	2023-2024	2024-2025
HHS Student Council	15-16	4.35% of Base Salary	\$1,855	\$1,911	\$1,968
Destination Imagination Coord	15-16	4.35% of Base Salary	\$1,855	\$1,911	\$1,968
Middle School Drama (After School)	15-16	4.35% of Base Salary	\$1,855	\$1,911	\$1,968
FIRST Robotics	15-16	4.35% of Base Salary	\$1,855	\$1,911	\$1,968
Open Arts Studio (HHS)	15-16	4.35% of Base Salary	\$1,855	\$1,911	\$1,968
CATEGORY IV			2022-2023	2023-2024	2024-2025
HS Math Team	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
MS Math Team**	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
HS Peer Leader Advisor	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Senior Class Advisor (2)	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Junior Class Advisor (2)	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Freshmen Class Advisors (2)	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Forensics/Debate Advisor	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
MSS Performing Arts Club (2)	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Interact Advisor	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Middle School Art Club	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
National Honor Society**	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Graduation/Academic Awards Coord.	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Middle School Peer Outreach Adv.	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Theatre - Play Director	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
Musical Choreographer	11-14	3.10% of Base Salary	\$1,322	\$1,362	\$1,403
*Pit Orchestra Director is included as part of Music Director Position.			\$1,322	\$1,362	\$1,403
**Cases where responsibilities are split by two or more staff members, the base rate will be used.					
CATEGORY V			2022-2023	2023-2024	2024-2025
Sophomore Class Advisors (2)	5-9	2% of Base Salary	\$853	\$879	\$905
MS Student Council Advisor (2)	5-9	2% of Base Salary	\$853	\$879	\$905
MSS Student Council Adv. (2)	5-9	2% of Base Salary	\$853	\$879	\$905

Cross Country Middle	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Middle School Ski Nordic (Freshman Team According to Policy Letter 11/4)	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Soccer Girls Assistant	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Soccer Boys Assistant	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Field Hockey Assistant	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Cross Country Assistant	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Boys Middle School Soccer	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Girls Middle School Soccer	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Middle School Baseball	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Middle School Softball	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Middle School Basketball - Girls	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240
Middle School Basketball - Boys	10-14	4.95% of Base Salary	\$2,111	\$2,175	\$2,240

CATEGORY VI	POINTS	BASE SALARY	2022-2023	2023-2024	2024-2025
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Middle School Track Asst.	6-9	3.75% of Base Salary	\$1,600	\$1,647	\$1,697
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CATEGORY VIII	POINTS	BASE SALARY	2022-2023	2023-2024	2024-2025
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Unified Basketball	1-4	1.6% of Base Salary	\$682	\$703	\$724
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Home Officer		Per Game Stipend	\$85		
Away Event Assistant		Per Game Stipend	\$45		

SCHEDULE B
HOPKINTON SCHOOL DISTRICT
CO-CURRICULAR AND INTERSCHOLASTIC
STIPENDS
2022-2025 SCHEDULE B AGREEMENT
CO-CURRICULAR ACTIVITIES: 9 + Years

CATEGORY I	POINTS	BASE SALARY	2022-2023	2023-2024	2024-2025
Department Chairs					
Science	17-20	8.5% of Base Salary	\$3,811	\$3,926	\$4,043
Mathematics	17-20	8.5% of Base Salary	\$3,811	\$3,926	\$4,043
World Language	17-20	8.5% of Base Salary	\$3,811	\$3,926	\$4,043
English	17-20	8.5% of Base Salary	\$3,811	\$3,926	\$4,043
Social Studies	17-20	8.5% of Base Salary	\$3,811	\$3,926	\$4,043
Special Education Coordinator	17-20	8.5% of Base Salary	\$3,811	\$3,926	\$4,043
Guidance Director	17-20	8.5% of Base Salary	\$3,811	\$3,926	\$4,043
Unified Arts	17-20	8.5% of Base Salary	\$3,811	\$3,926	\$4,043
CATEGORY II			2022-2023	2023-2024	2024-2025
Musical - Music Director	16	5% of Base Salary	\$2,242	\$2,309	\$2,379
Musical - Acting Director	16	5% of Base Salary	\$2,242	\$2,309	\$2,379
Instrumental/Choral Director	16	5% of Base Salary	\$2,242	\$2,309	\$2,379
CATEGORY III			2022-2023	2023-2024	2024-2025
HHS Student Council	15-16	4.35% of Base Salary	\$1,950	\$2,009	\$2,069
Destination Imagination Coord	15-16	4.35% of Base Salary	\$1,950	\$2,009	\$2,069
Middle School Drama (After School)	15-16	4.35% of Base Salary	\$1,950	\$2,009	\$2,069
FIRST Robotics	15-16	4.35% of Base Salary	\$1,950	\$2,009	\$2,069
Open Arts Studio (HHS)	15-16	4.35% of Base Salary	\$1,950	\$2,009	\$2,069
CATEGORY IV			2022-2023	2023-2024	2024-2025
HS Math Team	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
MS Math Team**	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
HS Peer Leader Advisor	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Senior Class Advisor (2)	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Junior Class Advisor (2)	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Freshmen Class Advisors (2)	5-9	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Forensics/Debate Advisor	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
MSS Performing Arts Club (2)	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Interact Advisor	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Middle School Art Club	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
National Honor Society**	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Graduation/Academic Awards Coord.	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Middle School Peer Outreach Adv.	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Theatre - Play Director	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
Musical Choreographer	11-14	3.10% of Base Salary	\$1,390	\$1,432	\$1,475
*Pit Orchestra Director is included as part of Music Director Position			\$1,390	\$1,432	\$1,475
**Cases where responsibilities are split by two or more staff members, the base rate will be used.					
CATEGORY V			2022-2023	2023-2024	2024-2025
Sophomore Class Advisors (2)	5-9	2% of Base Salary	\$897	\$924	\$951
MS Student Council Advisor (2)	5-9	2% of Base Salary	\$897	\$924	\$951
MSS Student Council Adv. (2)	5-9	2% of Base Salary	\$897	\$924	\$951

Cross Country Middle	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Middle School Ski Nordic (Freshman Team According to Policy Letter 11/4)	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Soccer Girls Assistant	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Soccer Boys Assistant	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Field Hockey Assistant	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Cross Country Assistant	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Boys Middle School Soccer	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Girls Middle School Soccer	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Middle School Baseball	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Middle School Softball	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Middle School Basketball - Girls	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355
Middle School Basketball - Boys	10-14	4.95% of Base Salary	\$2,220	\$2,286	\$2,355

CATEGORY VI

	POINTS	BASE SALARY	2022-2023	2023-2024	2024-2025
Middle School Track Asst.	6-9	3.75% of Base Salary	\$1,681	\$1,732	\$1,784

CATEGORY VIII

	POINTS	BASE SALARY	2022-2023	2023-2024	2024-2025
Unified Basketball	1-4	1.6% of Base Salary	\$717	\$739	\$761

Home Officer	Per Game Stipend	\$85
Away Event Assistant	Per Game Stipend	\$45

APPENDIX C



HOPKINTON SCHOOL DISTRICT
GRIEVANCE FORM

Date: _____

Name of Grievant: _____

Nature of grievance: It is claimed that on _____ (exact date) there occurred a violation of the contract. The specific articles and sections which are claimed to be violated are as follows:

Description of alleged violation:

Remedy sought by Grievant:

Signature

Grievant

HEA Representative

Processing:

_____ Date Received by Principal

_____ Date of Principal's Decision

Principal's Signature



Outline of Benefits

This Outline of Benefits is an important part of your Dental Plan Description that describes the specific coverage categories and level of Benefits provided under your employer's HealthTrust Dental Plan. This information is only an outline of your coverage; certain Benefit limitations, exclusions and other terms and conditions apply. For further details, please refer to your Dental Plan Description and other information about your Dental Plan coverage available through your account on HealthTrust's Secure Enrollee Portal (SEP) at www.healthtrustnh.org.

Dental Plan Option 6E

Coverage A Diagnostic/Preventive	Coverage B Basic	Coverage C Major	Coverage D Orthodontics
Deductible: \$0 There is no deductible on this plan			
Covered at 100%*	Covered at 100%*	Covered at 50%*	Covered at 50%*
<p>Diagnostic: Evaluations - twice in a calendar year: this includes periodic, limited, problem-focused, and comprehensive evaluations</p> <p>X-rays - complete series or panoramic film - once in a 5-year period; Bitewing x-rays - once in a calendar year; X-rays of individual teeth - as necessary</p> <p>Brush biopsy - once in a calendar year, no age limit</p> <p>Preventive: Cleanings - four per calendar year</p> <p>Fluoride - twice in a calendar year through age 18</p> <p>Space maintainers - through age 15</p> <p>Sealant application to permanent molars - once in a 3-year period per tooth, for children through age 18</p>	<p>Restorative: Amalgam (silver) fillings and/or resin (white) fillings</p> <p>Oral Surgery: Surgical and routine extractions</p> <p>Endodontics: Root canal therapy</p> <p>Periodontics: Periodontal cleaning - four cleanings per calendar year; these may be routine (Coverage A) or periodontal (Coverage B)</p> <p>Treatment of gum disease</p> <p>Clinical crown lengthening: Once in a lifetime per tooth</p> <p>Denture Repair: Repair of a removable denture to its original condition</p> <p>Emergency Palliative Treatment: Treatment for the relief of pain</p>	<p>Prosthodontics: Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and reline (dentures)</p> <p>Crowns</p> <p>Onlays</p> <p>Implants</p>	<p>Orthodontics: Correction of crooked teeth for dependent children through the end of the month in which the child turns 19</p>

*Benefit percentages shown are based upon the lesser of the submitted charge or Delta Dental's allowance under the Plan.

Plan Year: July 1 through June 30

Plan Year Maximum: \$1,500 per person (Coverages A, B and C combined)

Orthodontic Lifetime Maximum: \$1,500 Per Person

This Outline of Benefits should be used only as a guideline for your Dental Plan coverage. For detailed information on your Plan's terms, conditions, limitations and exclusions, please refer to your Dental Plan Description. In the event of a conflict or discrepancy between this Outline of Benefits and either the Dental Plan Description or Plan Document, the Dental Plan Description or the Plan Document will control.

General Information

The **Dental Plan Description** describes the Benefits of your Plan and tells you how to use your Plan. You can access the Dental Plan Description (DPD) through your account on HealthTrust's Secure Enrollee Portal (SEP) at www.healthtrustnh.org or by calling HealthTrust's Enrollee Services at 800.527.5001. Please review the DPD and this Outline of Benefits in order to understand the Benefits and terms and conditions of your employer's HealthTrust Dental Plan.

Identification Cards. Upon your initial enrollment in a HealthTrust Dental Plan, two identification (ID) cards will be mailed to you. Both cards are issued in the Subscriber's name, but can be used by everyone covered under the Plan. Digital ID cards are available through your account on HealthTrust's Secure Enrollee Portal (SEP) at www.healthtrustnh.org.

Who is Eligible

All eligible employees and their Eligible Dependents, generally defined as:

- Spouse;
- Dependent children from age 2 to age 26;
- Unmarried, incapacitated Dependent children age 26 or older.

Please refer to the Dental Plan Description for additional information regarding Dependent eligibility. If you have questions regarding eligibility, please contact your employer or HealthTrust's Enrollee Services at 800.527.5001.

The Importance of Utilizing a Delta Dental PPO or a Premier Network Participating Dentist

You'll get the best value from your Plan when you receive your Dental Care from one of Delta Dental's PPO or Premier network Participating Dentists, including:

- ▲ **No Balance Billing:** Participating Dentists agree not to charge any difference between their fees and Delta Dental's allowed fees. Because Participating Dentists accept Delta Dental's allowed fees for services, you will typically pay less when you visit a Participating Dentist.
- ▲ **No Claims Paperwork:** Participating Dentists will prepare and submit claim forms for you.
- ▲ **Direct Payment:** Northeast Delta Dental pays Participating Dentists directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

Ask your Dentist if he/she participates with Delta Dental. For a current list of Participating Dentists in your area, visit www.healthtrustnh.org, click on the "Dental" button, then click on the button that says, "Dental Plan Provider Directories;" or log in to your account on HealthTrust's SEP and click on the Delta Dental button.

Claim Processing

Claim Process for Participating Dentists

Your Participating Dentist will submit your claim directly to Northeast Delta Dental. A Participating Dentist will not charge you at the time of treatment for covered services, but may request payment for non-covered services, Deductibles or Co-payments. Northeast Delta Dental will produce an Explanation of Benefits (available through HealthTrust's SEP) detailing what has been processed under your Plan's coverage. You are responsible to pay any outstanding balance directly to the Dentist.

Claim Process for Nonparticipating Dentists

Your Plan provides coverage regardless of your choice of Dentist, participating or not. If you visit a Non-Participating Dentist, you may be required to submit your own claim and pay for services at the time they are provided. Claim forms are available on HealthTrust's website. Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignment of benefits (directing that payment be sent to the Dentist) be honored and Northeast Delta Dental receives written notice of such assignment. Payment for treatment performed by a Non-Participating Dentist will be limited to the lesser of the Dentist's submitted charge or Northeast Delta Dental's allowance for Non-Participating Dentists in the geographic area in which services are provided. It is your responsibility to ensure that full payment is made to the Dentist. Northeast Delta Dental will produce an Explanation of Benefits detailing what has been processed under your Plan's coverage. The EOB, which will indicate the amount you need to pay, will be available by logging into your account on HealthTrust's SEP and clicking on the "Delta Dental" button.

Predetermination of Benefits

HealthTrust and Northeast Delta Dental **strongly** encourage Predetermination of cases involving extensive treatment plans. Although it is not required, Predetermination helps avoid any potential confusion regarding the Plan's payment and your financial obligation to the Dentist.

Coordination of Benefits

When an individual covered under this Plan has additional dental coverage, the Coordination of Benefits provision described in your Dental Plan Description will determine the sequence and extent of payment.

Benefits or Claims Questions

If you have Benefits or claims questions, please contact Northeast Delta Dental's Customer Service at 800.832.5700 or 603.223.1234.