AGREEMENT

BETWEEN THE

MERRIMACK VALLEY
EDUCATION ASSOCIATION
NEA – NEW HAMPSHIRE, NEA

AND THE

MERRIMACK VALLEY
SCHOOL DISTRICT

2011-2012

PURPOSE

The purpose of this Agreement between the Merrimack Valley School District and the Merrimack Valley Education Association, NEA-New Hampshire, NEA is to provide for the orderly, harmonious and cooperative relations between the parties. It is the further purpose of this Agreement to be observed between the parties. Therefore, it is agreed as follows:

ARTICLE I
Recognition and Definitions

1.1 The Merrimack Valley School Board recognizes the Merrimack Valley Education Association, NEA-New Hampshire, NEA as the exclusive representative within the context of RSA 273-A, as amended, for all members of the bargaining unit, which includes all state certified positions: full-time and part-time classroom teachers, head teachers, librarians, related arts specialists, special education specialists, Guidance Counselors, Nurses, Associate School Psychologists, Social Workers and any other specialists related to regular or special education employed by the Merrimack Valley School District in positions that have been determined as permanent.

1.1.1 The Merrimack Valley School Board recognizes that there may be times when hiring a part time person to meet teaching responsibilities may be necessary. The parties agree that the Superintendent will make such determinations on a case by case basis, keeping in mind what is in the best interest of the district.

1.2 Unless otherwise defined herein, the following terms shall have the following meanings when used in this Agreement:

"Association" shall refer to the Merrimack Valley Education Association, NEA-New Hampshire, NEA.

"Board" shall refer to the Merrimack Valley School Board.

"Staff Member" shall refer to any member of the bargaining unit as defined in paragraph 1.1 above.

"Parties" shall refer to the Merrimack Valley School District and the Association.

"Principal" shall refer to the responsible administrative head of a particular school.

"Superintendent" shall refer to the responsible administrative head of the Merrimack Valley School District.

"Association Representative" shall refer to the duly authorized designees of the Association.

Whenever the singular is used in this Agreement, it is to include the plural.

ARTICLE II
Non-Discrimination

2.1 As exclusive bargaining representative, the Association shall accept into voluntary membership all staff members covered by this Agreement without regard to race, creed, color, religion, national origin, non job-related disabilities, political affiliation, sex, marital status, or affiliation with other lawful organizations.

2.2 The provisions and enforcement of this Agreement shall be applied by the Association, the District, the Board, and all staff members without regard to race, creed, color, religion, national origin, non job-related disabilities, political affiliation, sex, marital status, or affiliation with other lawful organizations.

ARTICLE III
Management Rights

3.1 The management and the conduct of the business of the School District and the direction of the working force are the rights of the Board. The Board shall have the right, subject to the terms herein contained, to hire and lay off staff members; to classify, assign, transfer, and promote; to discipline or discharge staff members for cause and, in general, to maintain discipline, order and efficiency in the School District. The Board reserves the right to publish and enforce reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of the business of the School District and to direct the work force during the school day as the Board and/or it's designated agents may, in it's sole discretion, deem reasonable or necessary, provided the same are not inconsistent with the terms of this Agreement.

ARTICLE IV
Association Rights and Responsibilities

4.1 The Association may designate one Association Representative in each school who shall be recognized by the District as the Building Representative.

4.1.1 The Association shall provide the Superintendent with a list of Building Representatives and shall keep said list up to date.

4.1.2 The Superintendent will advise the Principals of the identity of the Building Representative in their school.

4.2 Building Representatives shall have reasonable access to existing staff member mailboxes for dissemination of Association mail, provided their use of the mailboxes does not disrupt the normal school day routine.

4.2.1 Any staff member may terminate the Building Representative's right of access to her/his mailbox upon written notice by the staff member to the Building Representative.

4.3 The Association may install one bulletin board in each school for Association use by the Building Representative. The bulletin board shall not be taller than three feet nor wider than three feet and shall be located in an accessible place as determined by the Superintendent or his designated representative.

4.4 The public agenda and minutes of the regular monthly Board Meeting will be forwarded to an address provided by the Association President.

4.5 Members of the Association who wish to have Association dues deducted from their pay shall notify the Superintendent in writing no later than October 15th of the school year in question. The dues will be deducted in fourteen (14) equal installments over fourteen (14) pay periods commencing with the first pay period in November.

4.5.1 Agency/Service Fee

1. The Board agrees to deduct from the salaries of its employees, union dues or services fees for the Merrimack Valley Education Association, National Education Association-New Hampshire, and the National Education Association, as said certified employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association or Associations.

2. Although it is agreed that union membership is not a mandatory condition of employment, employees covered by this Agreement shall be required to pay union dues or a service fee in an amount not to exceed the union dues for the purpose of administering the provisions of this Agreement. Employees have the right to object to payment of a service fee and the union shall justify what portion of the service fee may constitutionally be collected from an objecting employee. The Association agrees not to threaten, harass, intimidate or coerce employees into becoming members of the union or paying a service fee.

3. Each of the Associations named in section 1 above will certify to the District, in writing, the current rate of its union membership dues or service fee. Any Association which changes the rate of its union membership dues or service fee will give the District thirty (30) days written notice, prior to September 1 of the year of such change.

4. Deductions referred to in Section 1 above will begin consistent with Article 4.5 above upon the District's receipt of authorization from the employee.

5. The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct union dues or a service fee for any of the Associations named in Section 1 above. Any certified employee, desiring to have the District discontinue deductions he/she has previously authorized must notify the District and the Association concerned, in writing, sixty (60) days prior to the beginning of the school year.

6. The union shall indemnify, defend and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.

7. Article 4.5.1 will only impact new hires to the bargaining unit in the 2007-2008 school year. Starting with the 2008-2009 school year, all bargaining unit employees will participate in Agency/Service Fees.

4.6 Association business meetings will be considered school related activities and may be scheduled in school buildings, subject to the Building Rental Policy of the District, as amended from time to time.

4.7 The Building Representative and all other staff members within each school, either individually or in committee, may meet with the Principal to discuss local problems and local policies within their school as they relate to the implementation of this Agreement. Said meetings may occur as frequently as once a month during the school year. Notwithstanding any other meetings held pursuant to this section, the Building representative, at her/his request, shall be given the opportunity to meet with the Principal as frequently as once a month during the school year. The Principal and Staff Member or committee do not have the authority to effect any changes in or waivers of the provisions of this Agreement or any applicable rules, regulations or statutes.

4.8 In recognition of these privileges, the Association agrees that no staff member will engage in Association activities during the time she/he is assigned to professional duties.

4.9 Since this Agreement provides for the orderly and agreeable adjustment and settlement of any and all disputes, differences and grievances which may arise, there shall be no resort to strike or other forms of job action by the Association or any of its members.

ARTICLE V
School Year and Hours of Employment

5.1 The term of employment shall be the school year which shall not begin before August 23rd and shall end no later than June 30th.

5.1.1 2011-2012 - The school year shall contain a maximum of 186 days, of which 180 shall be instructional. Use of the non-instructional days shall be as follows:

a. 1 day shall be credited for parent-teacher conferences at the elementary level; for attendance and participation in Pride Night at the Middle School; for attendance and participation in Graduation at the High School. Failure to attend and participate in any of the aforementioned events will result in a loss of a days pay calculated by taking total salary divided by 186 contract days with the exception of a serious emergency or prior approval by the Superintendent's Office.
b. 1 day shall be used for attendance at the general orientation day with the remainder of the day spent at the building level;
c. 1 day shall be used as discretionary by bargaining unit members. For purposes of this Agreement, discretionary means that bargaining unit members will report to work and utilize the time at their discretion. The discretionary day must be completed between August 16th and June 30th. This day cannot be used on a day when school is in session.
d. 3 of the non-instructional days will be determined by the Professional Development Committee;

Additionally, all new bargaining unit hires shall have two (2) additional days for professional development prior to the start of the school year. The District shall pay a per diem wage of $100 for each of the two days.

5.1.2 Staff members shall be required to attend scheduled school, staff and parent-teacher conferences, and similar meetings and conferences which may be held outside normal school hours. In addition, teachers may also be required to attend scheduled PTO meetings using a rotation schedule. Whenever possible, staff members will be given 48 hours advance notice of meetings.

5.2 Full-time classroom teachers shall be in their classrooms at least fifteen (15) minutes before the beginning of each school day and shall remain available to students and parents a minimum of fifteen (15) minutes before or after the end of classes each school day. Bargaining unit members must make a goof faith effort to meet the needs and schedules of both students and their parents. The provisions of this section are subject to section 5.1.2 above.

5.3 All staff members may be required to participate in extra-curricular activities which shall be assigned by the Principal after making reasonable efforts to ensure that said assignments are equitably distributed among all staff members and after taking into consideration and giving preference to volunteers.

5.3.1 Staff members will be compensated for co-curricular activity participation according to the attached schedule for co-curricular compensation, Appendices B and C.

5.3.2 Appendices B & C: Bargaining Unit Members being compensated for participation in any athletic or non-athletic co-curricular activity listed in Appendices B and C will be entitled to have an additional longevity stipend added to the base stipend. The longevity stipend will be as follows:

Years	Amount of Stipend
1 - 2	$ 0
3 - 5	$100
6 - 10	$150
11 - 15	$200
16+	$250

It is specifically agreed that the service does not need to be consecutive years, but is the total years of service in the District. It is further agreed that service must be in that singular position (i.e. Junior Varsity participation cannot count toward Varsity participation).

5.3.3 Changes to Activity Stipends – The Merrimack Valley School District Standing Committee will establish and adjust the stipends for all activities and make recommendations to the School Board at its next regularly scheduled meeting. Schools are not permitted to establish an activity without prior approval from the School Board via the Standing Committee.

5.4 Staff members will be notified of assignments for the school year as soon as circumstances permit, recognizing the uncertainties of enrollment and other factors, and subject to Article III.

5.5 Full-time classroom teachers assigned to Merrimack Valley High School shall have one preparation period per day for planning, grading and other professional duties. Such preparation period shall be equal in time to an instructional period, but shall include time for structured administrative/team planning. In the event of a school opening delay, it may not be possible to fit a planning period into the shortened school days. When substitutes are not available, teachers may be required to substitute up to four (4) periods per year which will be done on an equal rotation basis. Once this requirement has been fulfilled, preference may be given to those teachers interested in covering additional periods.

Compensation for substituting beyond four (4) periods per year will be based on a per hour basis equal to 16% of the Bachelor's Track, Step 1 per diem salary and adjusted based on period length. An example of how the calculation will be done:

$33,777 x .16 = $5,404.32
$5,404.32 / 186 days = $29.05 per hour subbed

Further, when determined to be necessary by the Superintendent or her/his designated representatives, teachers may be required to use their preparation period to attend committee meetings, assemblies, conferences with other department heads or members of the administration, and perform other similar school-related functions.

5.5.1 Full-time classroom teachers at Merrimack Valley Middle School shall have two preparation periods based on an eight period schedule. Such preparation period shall be equal in time to an instructional period, but shall include time for structured administrative/team planning. In the event of a school opening delay, it may not be possible to fit a planning period into the shortened school days. When substitutes are not available, teachers may be required to substitute up to four (4) periods per year which will be done on an equal rotation basis. Once this requirement has been fulfilled, preference may be given to those teachers interested in covering additional periods. Compensation for substituting beyond four (4) periods per year will be based on a per hour basis equal to 16% of the Bachelor's Track, Step 1 per diem salary and adjusted based on period length. An example of how the calculation will be done:

$33,777 x .16 = $5,404.32
$5,404.32 / 186 days = $29.05 per hour subbed

Further, when determined to be necessary by the Superintendent or her/his designated representatives, teachers may be required to use their preparation period to attend committee meetings, assemblies, conferences with other department heads or members of the administration, and perform other similar school-related functions.

5.5.2 Elementary teachers shall receive a minimum of 40 consecutive minutes of preparation time per day with a minimum of 300 minutes per week for planning, grading and other professional duties. Preparation periods shall include time for structured administrative/team planning. Efforts will be made to secure substitutes when specialists and media program assistants are absent. However, elementary teachers may be required to instruct their own classroom when substitutes are not available for specialists and media program assistants.

In the event of a school opening delay, it may not be possible to fit a planning period into the shortened school days. When substitutes are not available,

teachers may be required to substitute up to four (4) periods per year which will be done on an equal rotation basis. Once this requirement has been fulfilled, preference may be given to those teachers interested in covering additional periods. Compensation for substituting beyond four (4) periods per year will be based on a per hour basis equal to 16% of the Bachelor's Track, Step 1 per diem salary and adjusted based on period length. An example of how the calculation will be done:

$33,777 x .16 = $5,404.32
$5,404.32 / 186 days = $29.05 per hour subbed

Preparation periods at each building will be determined by the administration. Administrators at each building shall meet before the start of the school year with designated MVEA representatives to review preparation periods

Further, when determined to be necessary by the Superintendent or his/her designated representatives, teachers may be required to use their preparation period to attend committee meetings, assemblies, conferences with other faculty leaders or member of the administration, and perform other similar school-related functions.

5.6 Full-time staff members at Merrimack Valley High School will be allowed one 20 minute duty free lunch period per school day provided that not more than one week out of every six weeks each staff member may be assigned lunch duty during his/her lunch period for the entire week. Full-time staff members in Grades 1-8 will be allowed one 25 minute duty free lunch period per school day subject to their responsibilities in supervising students going to and from the classroom and cafeteria.

5.6.1 During scheduled duty free lunch periods, full-time teachers may leave the school building to attend to personal matters provided they are not otherwise scheduled to assume responsibilities and further provided they inform the main office that they are leaving the building for lunch period.

5.6.2 Substitute Retention. All schools shall utilize the services of the District Substitute Coordinator whenever a substitute teacher is needed. The Coordinator will make every effort to secure the services of a substitute teacher based on availability. The Middle and High Schools shall be responsible for the assignment of their respective permanent substitutes. The Coordinator will assign the elementary permanent substitute teacher.

5.7 Parents and School Administrators will be encouraged to schedule appointments between parents and staff members at least 24 hours prior to the appointment. However, it is recognized that certain circumstances may arise in which staff members may be asked to meet with parents without 24-hour advance notice. Whenever a school administrator schedules a parent-staff

member meeting, the administrator shall make reasonable efforts to contact the staff member prior to scheduling the meeting in an effort to avoid scheduling the meeting at a time which conflicts with the staff member's previously scheduled commitments. Reasonable efforts will be made to schedule all meetings when teachers are not instructing the class.

5.8 Duties at each building will be determined by the administration. Administrators at each school shall meet before the start of each school year with designated MVEA representatives to review building duties. Efforts will be made to ensure that duties are reasonable, appropriate, flexible, equitable in each building and as minimal as possible so long as students are properly supervised. Compensation for after school duties (specifically office-based detentions and late bus) will be based on a per hour basis equal to 16% of the Bachelor's Track, Step 1 per diem salary and adjusted based on period length. An example of how the calculation will be done:

$33,777 x .16 = $5,404.32
$5,404.32 / 186 days = $29.05 per hour subbed

ARTICLE VI
Leave

6.1 Sick Leave

6.1.1 Full-time staff members in the bargaining unit will accrue sick leave with full pay at the rate of 1.25 days per month during the school year to a total of 12.5 days per school year up to a maximum total accumulation of one hundred thirty two (132) days.

Four of the accumulated days may be used for immediate family illness (immediate family as described in Article 6.2.1).

Said sick leave will be available for use as it accrues. However, in the event that a staff member shall lose a day's pay due to illness because that staff member had not accumulated sufficient sick leave, such staff member may apply for reimbursement of the lost pay when sufficient sick leave has been accumulated. Reimbursement under this section shall be limited to a total of four (4) days, per staff member, per year.

6.1.2 At the discretion of the Principal, a staff member may be required to furnish the District with proof of illness in the form of a certificate from an attending physician whenever sick leave is used.

6.1.3 Sick Leave Bank

The Sick Leave Bank shall be administered by a Committee composed of three members of the Association appointed by the Association President. The District

Personnel Administrator or her/his designee shall be a non-voting, ex-officio member of the Committee, and must be invited to all Committee meetings.

Written criteria for the use of sick leave bank days shall be established by the Committee and approved annually by the Executive Board of the Association. If the need to change the written criteria should arise, the Executive Board of the Association must approve those changes. A copy of the approved written criteria will be sent to the Superintendent's Office. At the start of each school year, the Committee shall furnish a written report of Sick Bank use for the previous year to both the Association Executive Board and School Board.

Each staff member wishing to be covered shall agree in writing to donate one (1) day from the 12.5 days allowed in a one year period under Section 6.1.1 to be deposited in said bank, such day to be deducted from the staff member's leave time. The Committee shall inform the Superintendent in writing on forms provided by the District of those members wishing to participate by October 1st. Once enrolled in the sick bank, participation will automatically continue for successive years until employment is terminated or a letter of withdrawal is received by the Superintendent's Office. Enrollment in the Bank shall not be modified after October 1st of each contract year. The number of available days in the sick leave bank shall not exceed three times the number of members in the bargaining unit.

A Sick Bank participant with 15-19 years of service in the Merrimack Valley School District may apply to the Bank whenever a long-term illness will use more than 70% of their accrued sick days and additional sick leave time is needed. A Sick Bank participant with 20 or more years of service in the Merrimack Valley School District may apply to the Bank whenever a long-term illness will use more than 60% of their accrued sick days and additional sick time is needed.

All requests to the Committee must be in writing and must be submitted no later than fifteen (15) days after the first requested date(s). Such requests shall be considered at a duly called meeting of the Committee and approved requests shall be signed by a quorum of the voting members of the Committee. Approved requests must be presented in writing to the Superintendent no later than fifteen (15) days after the requested date(s).

The sick leave bank does not generally cover maternity leaves.

6.1.4 If illness, or temporary disability requires a staff member to be absent in excess of her/his total maximum accumulated sick leave, an extended leave of absence without pay may be granted by the School Board upon review of the particular facts. The factors to be considered by the Board are the course or courses involved, the nature of the illness or disability, all medical information, the staff member's employment record, and all other pertinent information. Upon return, a staff member shall be assigned to the same position held at the time the

leave commenced and shall be placed on the salary schedule at the same level occupied at the time the leave commenced.

6.1.5 Child Bearing Leave. A staff member who is pregnant shall be entitled to a leave of absence during the school year without pay not to exceed sixty (60) days, provided such staff member notifies the Superintendent in writing of such pregnancy and the anticipated delivery date within one (1) month of the determination of such pregnancy and provided further that such staff member, except in the case of emergency, gives the Superintendent not less than one (1) month prior written notice of a specific date for the commencement of leave and a specific date for the return to work. Such leave shall commence no later than the actual delivery date. At the staff member's option, sick leave with pay shall be available during leave for pregnancy to the extent that such staff member has unused accumulated sick leave but only to the extent that such leave occurs during the school year. A staff member who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided she is able to properly perform all required functions.

6.1.6 Child Rearing Leave. A staff member who has been employed for three (3) or more years at the Merrimack Valley School District, who becomes an adoptive or natural parent shall be granted, upon request, a leave of absence without pay or salary schedule growth, for a period not to exceed one year, providing the leave is taken within three (3) years from the time of the birth or adoption, for the purpose of rearing the child. It shall be the staff member's duty to notify the Superintendent of Schools in writing of the desire to take such leave as soon as is reasonably possible. Except in cases of emergency, the staff member shall give at least sixty (60) days notice prior to the date the leave is to commence. Unless otherwise agreed by the bargaining unit member and the District, the staff member may only return to work at the beginning of a school year.

6.1.7 Leave for family and medical purposes will be granted, and shall comply in all respects with the Family and Medical Leave Act ("FMLA"), public law 103-3 (February 5, 1993), its subsequent amendments and all associated regulations. The FMLA is not to be construed so as to derogate or diminish the rights and benefits set forth in this agreement, and any employee taking leave pursuant to this Agreement, which also qualifies as FMLA leave, will have such leave count against the employee's FMLA leave entitlement.

6.1.8 Whenever a staff member voluntarily terminates employment with the District and within one calendar year is re-employed by the District, one-half accumulative sick leave at the time of the prior termination shall be credited to the staff member at the time of re-employment.

6.1.9 Staff members in the bargaining unit will be given a written account of their accumulated sick days with the second check in September.

6.2 Funeral, Non-Cumulative and Personal Leave – With Pay

6.2.1 Funeral Leave. Full-time staff members in the bargaining unit will be entitled to three (3) days of non-accumulative leave of absence per occurrence with full pay to attend to the death in the immediate family. As herein used, immediate family shall mean parent, sibling, spouse, child, step-parent, step-sibling, step-child or any other member of the employee's household.

They will also be entitled to one (1) day of non-accumulative leave of absence per occurrence with full pay to attend to the death of an in-law, grandparent or anyone else.

The Superintendent of Schools will take requests for additional bereavement leave on an individual basis.

6.2.2 Non-Accumulative Leave. Full-time staff members in the bargaining unit will be entitled to two (2) days of non-accumulative leave of absence with full pay per year to attend to the serious illness of a member of the immediate family as defined above; to respond to a subpoena to appear in Court of to appear in a similar legal proceeding; to attend to legal, religious and business affairs; or to attend to a serious emergency as established to the Superintendent (nature of serious emergency may be established after the fact). In the event that the staff member is compensated for her/his services such as payment for jury duty or fees for appearing as a subpoenaed witness, her/his salary will be reduced by an amount equal to said compensation. These two days may not be used to extend a holiday or vacation, or used to excuse bargaining unit members from attendance and participation at Graduation, Pride Night or Parent-Teacher Conferences, with the exception of a serious emergency or prior approval by the Superintendent's Office.

Bargaining unit members must submit notice of the need for non-accumulative leave as soon as they become aware of their need for leave or at least five (5) days prior to the day leave is needed. The request for time off will be approved or denied by the principal or supervisor and sent to the Superintendent's Office for final approval or denial, with a copy of the form returned to the bargaining unit member within two (2) school days.

6.2.3 Non-Accumulative Leave. Full time members in the bargaining unit will be entitled to one (1) day of non-accumulative leave without any reason given. This day may never be used to extend a vacation or holiday.

6.3 Leave Without Pay. Full-time staff members in the bargaining unit will be entitled to three days of non-accumulative leave of absence without pay to attend to personal affairs.

6.4 Professional Leave. Full-time staff members in the bargaining unit shall be entitled to a total of two (2) days non-accumulative leave of absence with full pay for attendance at professional meetings, conferences, conventions, for the purpose of school visitation, and for the purpose of receiving a higher degree. Additional days may be granted at the discretion of the Superintendent of Schools.

BU requests for leave with pay under section 6.2.2, 6.3 and 6.4 shall be in writing, stating the clause (6.2.2, 6.3 or 6.4) and reasons for the leave, and submitted to the building Principal who will evaluate the request in terms of the effect on her/his school and make recommendations to the Superintendent of Schools. Approval by the Superintendent will be in writing to the staff member. Section 6.4 approval shall be dependent upon funds budgeted for this purpose; the Board will request budgeting each year for at least the same amount as requested by the Board the previous year on a per capita staff member basis. Requests for leave without pay need not state any reasons but must be given at least 24 hours in advance of the requested leave.

6.6 Sabbatical Leave

6.6.1 A staff member, subject to the operational requirements of the District as determined by the School Board, may be granted sabbatical leave under the following conditions:

6.6.2 Requests for sabbatical leave must be received by the Superintendent in writing no later than October 1st of the year of the year preceding the school year in which the leave is requested. A list will be maintained of those staff members requesting sabbatical leave and the date on which said written request was received by the Superintendent. At the April board meeting, the Superintendent will review the list of requests received by October 1st. The Board will take action on all sabbatical requests which conform to all provisions of this article at their April meeting each year of this Agreement, with said action being conveyed in writing to all staff members who made requests no later than May 1st.

6.6.3 The staff member must have completed at least seven years consecutive service in the District. The School Board may make exceptions to this requirement in situations in which a staff member has, on a prior occasion, been absent for a period of not more than one year under a School Board approved education program designed to assist the staff member in her/his teaching responsibilities and the School District.

6.6.4 The staff member must be enrolled in a scholarly program approved by the School Board leading to an advanced degree in her/his area of specialty or such other program including, but not limited to "mini-sabbaticals", so-called, as is approved by the School Board in its sole discretion.

6.6.5 Not more than 2 bargaining unit members shall be granted sabbatical leave at the District's expense. The Board may approve additional requests for sabbatical leaves that are fully funded by grants or scholarships. The Board, in its sole discretion, may approve an additional sabbatical request when in its opinion, the sabbatical will benefit both the bargaining unit member and the District.

6.6.6 Usually, leave will be granted for either a full year at half pay or for a half year at full pay, said pay to be based upon that staff member's rate of pay as of the year that the request was made; provided that such pay, when added to any program grant, shall not exceed the staff member's full salary rate as of the year the request was made. Benefits during sabbatical leaves will be consistent with the manner of pay: the district will pay its full contribution for health and dental insurance for sabbatical leaves with full pay and will pay half of its contribution for health and dental insurance for sabbatical leaves at half pay. For purposes of the foregoing sentence, "program grant" shall not include any portion thereof which is certified by the entity providing the program grant to be used for travel, room or board. With respect to such other programs, including but not limited to "mini-sabbaticals", so-called, as may be approved by the School Board in its sole discretion, leave may be granted for such length and upon such terms as the School Board may determine. At the time of notification of leave approval, the staff member will be advised of rate of pay which shall be no less than one-half pay.

6.6.7 Upon return from a full year or half year sabbatical leave, the staff member shall be placed on the schedule consistent with a further year's credit.

6.6.8 As a condition of being allowed sabbatical leave, the staff member must agree in writing to return to the District for at least two (2) years following sabbatical leave and furthermore, agree that if said condition is breached, the staff member shall repay all sums paid to her/him on her/his behalf during such leave including any cost of collection or attorney's fees.

6.6.9 A report or summary of the sabbatical leave shall be submitted to the Superintendent and presented to the School Board upon the completion of the leave. Progress reports of the sabbatical leave shall be submitted by the bargaining unit member on a monthly basis during the sabbatical leave to the Superintendent. These monthly reports shall be shared with the Board by the Superintendent.

6.7 Association Leave. A member of the bargaining unit who is elected or appointed to a full time paid position in the Merrimack Valley Education Association or one of its affiliates may be granted an unpaid leave of absence for one school year provided the member has given prior written notice to the Board before declaring her/his candidacy and obtained from the Board written approval for the potential leave of absence. The approval will not be unreasonably denied

but will be subject to the Board's being able to obtain a certified replacement for the duration of the potential vacancy.

6.8 Staff members may be granted up to one year unpaid leave of absence whenever the Board determines that such leave is in the best interest of the School District and the staff member.

6.9 Whenever a leave of absence is taken, the Board agrees to re-instate the staff member, subject to the same assignment and transfer provisions as a staff member who has not been on leave and further, subject to the reduction-in-force process contained in Article 8.6.2.

6.10 Staff members returning from a leave of absence will be entitled to sick leave benefits accrued as of the commencement of the leave of absence, and subject to 7.9, they will return at the salary earned at the commencement of the leave of absence unless the leave is for one year or longer in duration in which case, subject to 7.2, the staff member shall return to a place on the schedule consistent with a further year's credit.

6.11 A staff member on leave of absence must notify the Superintendent of Schools by January 1 in the year in which her/his leave expires of her/his intent to return the following September.

ARTICLE VII
Salary

7.1 Staff members shall be compensated according to the salary schedule in Appendix A for the 2011-2012 school year. Additionally, bargaining unit members employed prior to the start of the 2010-2011 school year shall receive an additional $500 (based on FTE) as an equity adjustment. Such sum shall be included in their contract and regular paycheck regardless of which pay method is selected.

7.2 Final responsibility for determining the individual staff members salary rests with the School Board upon the recommendation of the Superintendent of Schools. All staff members whose work is satisfactory and who have met the requirements for professional growth shall be advanced annually on the salary schedule. A staff member whose work is adjudged unsatisfactory may be retained at the same salary for the succeeding year.

7.3 The Board has the right to pay staff members a "performance stipend" each year. Such stipends shall not be a part of a negotiated wage and benefit package appropriated in any given year's budget. Such funds will be appropriated in a general warrant article and shall be in addition to negotiated increases.

7.3.1 Breaching of Contract. The Board and Association believe that breaching a contract is unethical and harmful to the students we serve. However, both parties recognize unavoidable situations do arise which can cause someone to ask for a release from a contract. Such situations shall be handled by the Board on a case by case basis.

Bargaining unit members will not be released from their individual teacher contracts without special permission and agreement from the Merrimack Valley School Board. Board action will be taken at the next regularly scheduled Board meeting after receiving such a request.

Any attempt by a bargaining unit member to resign, except in extenuating circumstances and when released by the School Board as set forth in this section, will constitute a breach of contract. A premature departure cost equal to 2% of Bachelor Step One (payable to the District before a release is granted) will be levied against any bargaining unit member who attempts to breach their individual teacher contract after June 1st. The amount will increase to 4% of Bachelor Step One after July 1st and will increase again to 6% of Bachelor Step One after August 1st. In addition, the District may charge the departing bargaining unit member legal fees incurred while enforcing this part of the collective bargaining agreement.

This contract is being offered to the bargaining unit member in good faith and as such a signed copy is due back from the employee no later than April 30th. If the employee needs additional time to decide whether or not to accept the offer of employment for the ensuing school year, they may request and be granted an extension of up to two (2) weeks. If, however, after such extension the contract has not been signed, the offer is automatically rescinded and the position will be posted as vacant.

7.4 New staff members shall be paid a salary as determined by the School Board upon recommendation by the Superintendent of Schools. The Board will forward a copy of the "Staff Nomination" information sheet to the Association President after each Board meeting, as applicable. The positions of speech pathologist or speech therapist will be allowed to be placed on the total salary schedule based on actual documented experience.

7.4.1 All staff members at the top of the salary schedule shall receive an annual increase of $1,000 in addition to any general increase in the salary schedule (beginning the year after the employee reaches the top of the schedule).

7.5 Pay Method. Staff members may select one of the following methods for payment, which choice must be made prior to the opening of the school year and may not be changed during the school year: (1) salary prorated over 52 weeks with 26 installments; (2) salary prorated over 52 weeks with 21 equal payments

and one five payment sum to be made at the end of the school year; (3) salary prorated over the contract period of 42 weeks with 21 payments.

7.5.1 The parties realize that there will be times when the following pay methods will need to be utilized instead of the preferred methods outlined in Section 7.5 above: (1) Salary prorated over 52 weeks with 27 equal installments; (2) Salary prorated over 52 weeks with 22 equal payments and one 5 payment sum to be made at the end of the school year; (3) Salary prorated over the contract period of 42 weeks with 22 payments.

Management will give written notice to all returning teachers impacted by an alternative payment method before school ends for the year. Additionally, the Executive Board of the Association must be notified of any intent to use an alternative pay method as outlined in this section.

7.6 Whenever it is necessary to prorate a salary, it will be done on the basis of dividing the salary by 186 days in all three years of the agreement.

7.7 The Board will not honor requests for advancement of salary.

7.8 Payments of salaries for all staff members, regardless of pay method chosen in Section 7.5 above, will be paid every other Friday beginning with the second Friday after staff members return to work.

7.9 Subject to Section 7.2 above, full-time staff members serving more than one-half (1/2) of a school year will be eligible for credit for a year's service.

7.10 Track Advancement. The Board supports and encourages bargaining unit members to seek advancement to a higher salary track by taking appropriate college courses (subject to the terms in Article 10.8 of the Collective Bargaining Agreement). However, credits must be earned after completion/receipt of the base degree, meaning bachelor or master. Additionally, credits once used to attain a salary track designation may not be thereafter used for subsequent advancement.

Advancement to a higher training level shall be effective the next February first or September first following the receipt of an advanced degree and the filing of a certificate of the awarding of said degree, or copies of all course transcripts, with the Superintendent's Office. The difference between the tracks will be added to the remaining pay balance of the employee. If the track change takes place in February, one-half of the difference between the tracks will be added to the remaining pay balance of the employee. An amendment to the contract will be issued to the employee following a track change.

7.11 Merrimack Valley High School and Merrimack Valley Middle School shall each have a Faculty Leadership Council, composed of five members, each from

different academic disciplines or grade assignments, which shall work with the school principal in the areas of departmental budgeting, curriculum development and other such areas as determined by the Principal. The respective members from the two schools shall also meet jointly at least 5 times per school year to ensure curriculum articulation between the schools. Each of these members shall be appointed on an annual basis by the principal.

Additionally, an elementary staff member from each school shall meet 2 times per year with Middle & High School leaders, and 5 times per year as an elementary group. Such meetings shall be held during the day. Members of the Middle & High School Faculty Leadership Councils shall have their teaching loads reduced by one instructional period, such time to be available for council work as determined by the Principal. The sum of $1,000 in additional wages shall be paid to each Faculty Leader.

ARTICLE VIII
Miscellaneous

8.1 Full-time staff members within the bargaining unit shall submit recommendations as to needed supplies for the following school year according to the procedure outlined in the policy handbook.

8.2 The parties recognize the need and the right of the District to evaluate all staff members of the District and to control the timing, frequency, method, scope and use of these evaluations in the furtherance of their responsibilities as outlined in more detail in Article III of this Agreement.

8.2.1 Evaluations will be conducted according to the procedure outlined in the MVSD Professional Growth and Evaluation Plan. The Evaluation Committee shall be composed of five (5) members from the Bargaining Unit, one of whom shall be a MVEA executive board member, and five (5) members from the Administration. The Committee will review and amend the document on an as needed basis with substantive changes or revisions needing the Board's approval before becoming effective. Committee meetings will be held at least twice per school year, with reasonable notice given to all Committee members.

8.2.2 In all cases, the staff member shall be advised of the placement of an evaluation in her/his file and be given an opportunity to review and respond to said evaluation.

8.2.3 Staff members shall be given an opportunity to schedule an appointment, upon 24 hours notice, to review and respond to any document placed in their file; except documents they have voluntarily waived their right to review. Said response shall become part of the staff member's permanent file. In case of emergency, the 24 hour notice may be waived upon approval of the Superintendent.

8.3 This agreement may be amended by mutual written consent and agreement of the Board and the Association.

8.4 The printing and the distribution of this Agreement shall be the responsibility of the Association. The board agrees to contribute, towards the cost of printing, an amount equal to one-half the cost of "duplicating" the Agreement in-house at the office of the Superintendent.

8.5 The parties recognize the unreviewable and ungrievable right of the Board to make transfers and assignments. When a transfer is deemed necessary by the Board, the staff member to be transferred will be notified of the purpose for the transfer, and at the staff member's request, will be given an opportunity to discuss the transfer with the Superintendent or his designee.

8.6 Lay Offs. Notification of intended lay-offs shall be given as far in advance as possible.

8.6.1 The staff member who has been employed for three (3) or more years in the Merrimack Valley School District, and who is laid off, will be entitled to a statement of the reasons for such lay-off and, if such lay-off is caused by economic reasons (including reduction in enrollment), a statement to that effect will be placed in the staff member's personnel file.

8.6.2 Reduction-In-Force Policy. The decision to implement a Reduction-In-Force and select programs to be reduced shall be made at the sole discretion of the School Board. The Board will make every reasonable effort to minimize the effect of a Reduction-In-Force on the current staff by absorbing as many positions as possible through attrition (retirement, resignation).

Whenever it is necessary to lay off staff members for reasons of reduced enrollment, program reduction, or elimination due to budget cuts, the lay-off procedure will combine a staff member's seniority rights and evaluation rating.

A Reduction-In-Force will be determined by the following criteria:

1. A staff member with 0-3 years experience in the District has no seniority rights.
2. A part-time staff member (i.e. 1/5, ½,) may accumulate his/her time and be awarded the equivalency in years.

3. A staff member's year-end summative evaluation shall determine placement in either Professional Growth Phase or Professional Growth with Assistance Phase for the following year.

4. A staff member in the Professional Growth Phase may displace a staff member in the Professional Growth Phase with Assistance Phase and the Beginning Phase. A staff member in the Professional Growth with Assistance Phase may displace a staff member in the Beginning Phase.

5. Within the phases, a staff member with the most in-district seniority has seniority rights. In order for displacement to occur, a teacher must currently be in the Professional Growth with Assistance Phase for at least one year.

6. A staff member with multiple certifications may displace another staff member in a different department or grade level in which both are certified under any of these conditions:

a. the to-be-displaced staff member is in a lower evaluation rating category, or

b. the to-be-displaced staff member is in the same evaluation rating category and has fewer years in the district.

7. In case of a tie (i.e. staff members in the same rating category and have the same number of years in the district), the decision shall be made by the Administration in the order of priority as follows:

a. date of nomination
b. date of contract signature
c. lottery

8. If a staff member is dissatisfied with the summative evaluation in the year of a RIF, s/he may request to have a second evaluation and/or request a different administrative evaluator within the district. Such process would include, but not be limited to, at least one classroom observation to replace the lowest previous observation made within that school year, and a thorough review of all elements in the annual summative evaluation.

The district must reinstate appropriately certifiable personnel in inverse order of their being laid-off (last one fired becomes first one rehired), with no loss of credit for previous years of service. Reinstatement rights shall remain in effect for three School years after the year of the Reduction-In-Force. A previously employed staff member who returns to a teaching position within that three year period shall resume employment by the District at no less than the same step previously held.

The District shall notify affected personnel and the Association as early as possible. The notice to the Association and the affected employee(s) will include reasons for the Reduction-In-Force and reasons for the selection of the particular employee(s).

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 employee refuses an offer for re-employment in the area for which s/he is qualified, the employee shall forfeit her/his rights to re-employment under the conditions of this section.

This Reduction-In-Force procedure is the only procedure that may be used in a Reduction-In-Force. No other personnel action, other than a Reduction-In-Force, may be considered under this article.

8.7 Voluntary Transfer. Staff members who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent at any time period. The statement shall include the grade and/or subject the staff member desires in order of preference.

An administrator will respond, in writing, acknowledging receipt of the request within two weeks of the request. In the event two staff members applying for the same position are considered equal by the administrator, priority will be given to the staff member with the most seniority.

Consideration of all voluntary transfers shall be at the complete discretion of the Superintendent.

8.8 Vacancies. A list of known vacancies in teaching, extra-curricular and administrative positions will be sent via e-mail to employees. At the same time the Administration will post the identical listing on the district's web page. The posting notice shall occur within five (5) days of the Administration becoming aware of a vacancy, opening or new position. The posting notice shall be dated, contain the name of the position, the name of the person to whom the applications should be returned to, and the application due date.

ARTICLE IX
Grievance Procedure

9.1 The purpose of this article is to provide for mutually acceptable methods of prompt and equitable settlement of grievances arising under the terms of this Agreement.

9.2 A grievance is defined to be any dispute or complaint between the District and the Association or a staff member or staff members covered by this Agreement relating to the application of the terms of this Agreement.

9.2.1 Excluded from this grievance procedure shall be those matters subject to statutory and/or regulatory procedures not covered by this Agreement and any grievance for which the grievant has not, in writing, waived the right, if any, to

submit the grievance to any other administrative or judicial tribunal, except as provided by 9.9.1 or 9.10.2.

9.3 The parties agree that every effort will be made to settle grievances at the lowest possible level.

9.4 Notwithstanding any provisions of RSA 273-A to the contrary, a grievant may process a grievance through step three (3) of the grievance procedure without representation by the Association if said grievant so elects provided, however, a Association representative will be permitted to attend steps two and three.

9.4.1 Grievance Timelines (Summer) In the case of a grievance being processed during the summer, all reference to "school days" in the various time frames shall read "week days excluding holidays and weekends".

9.5 Informal Step

9.5.1 A grievant must informally discuss a grievance with her/his Principal within ten (10) school days after the grievant knew or should have known the act or condition upon which the complaint was based.

9.6 Step One

9.6.1 In the event a mutually acceptable resolution of the problem is not reached during the informal step above, a grievance may be submitted to the Principal for her/his formal consideration.

9.6.2 Said grievance must be in writing and must be submitted within five (5) school days from the conclusion of the discussions at the informal step.

9.6.3 The Principal will schedule a hearing within five school days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten school days of the hearing.

9.7 Step Two

9.7.1 If the grievant is dissatisfied with the decision rendered by the Principal a written request for a hearing may be submitted to the Superintendent.

9.7.2 Said request must be in writing and must be made within five school days of the decision of the Principal in Step One.

9.7.3 The Superintendent shall schedule a hearing to be held within five school days of the receipt of the request and shall render a decision in writing within ten school days of the hearing.

9.8 Step Three

9.8.1 If the grievant is dissatisfied with the decision of the Superintendent she/he may request a hearing before the School Board.

9.8.2 Said request must be in writing and must be submitted to the School Board within five school days of the decision of the Superintendent.

9.8.3 Upon receipt of said request the School Board shall schedule a hearing before the full School Board.

9.8.4 The hearing shall be held within fifteen school days of the receipt of the request and a decision of the full School Board will be made within ten (10) school days of the hearing.

9.9 Impasse Resolution

9.9.1 Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the Grievance Procedure, as stated herein, may be submitted to advisory arbitration by filing with the School Board a notice of intent to pursue advisory arbitration within ten (10) school days after the final decision of the Board has been given to the Association.

9.9.2 A request for advisory arbitration shall state, in reasonable detail, the specific nature of the dispute and the remedy requested. The parties shall agree upon an advisory arbitrator within five (5) school days of the receipt of the notice or, failing agreement, the parties will immediately petition the Public Employee Labor Relations Board to appoint one.

9.9.3 Both parties agree the advisory arbitrator shall be prohibited from modifying or adding to the Agreement.

9.9.4 The advisory arbitrator shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The decision shall be in writing and shall set forth the advisory arbitrator's opinions and conclusions.

9.9.5 Each party will bear the cost incurred by themselves. The cost of the advisory arbitrator shall be shared equally by the parties to the dispute.

9.10 If the District believes that the terms of this Agreement have been violated by the Association or any staff member within the bargaining unit, a Principal or Superintendent may file a grievance in writing with the President of the Association within fifteen (15) school days after the occurrence of the event(s) allegedly in violation of the Agreement.

9.10.1 The President of the Association will meet with the grievant within five (5) school days after receipt of the grievance to discuss the matter. Every attempt will be made to reach a mutually satisfactory resolution of the grievance.

9.10.2 The District shall have the same rights as the Association with respect to advisory arbitration.

9.11 Both sides reserve whatever rights they may have under the state law to pursue the matter further and agree to expedite the process.

ARTICLE X
Fringe Benefits

10.1 Health Insurance

The District agrees to make available to bargaining unit members health and dental benefits based on the following terms and conditions:

	Plan	District Pays	Employee Pays
SchoolCare HMO	Single	100%	0%
	2 Person	93%	7%
	Family	87%	13%
SchoolCare POS	Single	100%	0%
	2 Person	93%*	7%
	Family	87%*	13%

*District contribution equal to HMO rate percents

In the event that SchoolCare adds domestic partners for coverage, the District agrees to abide by all SchoolCare, state and federal regulations regarding domestic partner coverage.

Buyback. In lieu of staff members taking health insurance, the District will offer a buy out of 45% of the cost of a single SchoolCare HMO plan to be paid in October of each year of the collective bargaining agreement. Bargaining unit members will have a choice of receiving their buyback money in the form of a check, less all applicable taxes, or having the money sent to the tax sheltered annuity of their choice. This decision must be made at the time the buyback form is completed each spring or based on date of hire if in new school year.

If, after selecting the insurance buy-out, the staff member has a qualifying event (as determined by the insurance company) the staff member will be re-instated onto the health policy, with the amount of the buyout being prorated accordingly (based on the above amounts).

10.1.1 Dental Insurance The District offers Delta Dental (Coverage A – 100%, Coverage B – 80%, Coverage C – 50%), otherwise known as Option 6. Maximum coverage per person will not exceed $1,500 per contract year. The District will pay 100% of a single coverage. Additional coverage may be purchased via payroll deduction.

10.1.2 It is agreed that the parties may, in the event that the current carriers are unable or unwilling to offer coverage during the life of this agreement or, if the rates increase more than 30% in any given year of the agreement, obtain such insurance from different carriers. As a practical matter, the Board will bid out insurance coverage for the best possible plans and rates. The parties agree that should a plan change be necessary, the parties will work together to reach an agreement within three months of acknowledging that a change in plans must be made.

10.1.3 Continuation of Insurance. Upon agreement by the respective insurance carriers, and subject to the time limitations set forth in RSA 415:18 as amended, a staff member who is on authorized unpaid leave may be permitted to continue qualifying health, dental and life insurance group benefits at the staff member's sole expense.

10.2 Liability Insurance. The District will provide liability insurance for all full time staff members up to $500,000 in accordance with the provisions of the District's liability insurance policy.

10.3 Life Insurance. The District will provide a term life insurance policy for each full time staff member within the bargaining unit equal to the $1,000 increment nearest the staff member's salary.

10.4 Disability Insurance. The District shall provide long-term disability insurance coverage for staff members. All benefits shall be in accordance with the terms and provision of the long term disability insurance policy. Staff members will be provided with a copy of the disability policy as provided by the insurance carrier. No change will be made in the disability policy without prior Association approval. The parties agree that disability insurance, as set forth above, will be provided for the duration of this Agreement.

10.5 Physical Examination. Each individual extended a conditional offer of employment with the District as a staff member in the bargaining unit shall have a post-offer, pre-employment medical examination conducted by a health care provider chosen by the District, at District expense. If the staff member successfully completes the medical examination, i.e. can perform the essential function of his or her position with or without reasonable accommodation, the physician will send a completed form to the District after the examination.

In the judgement of the Superintendent and in accordance with state and federal law, if additional physical examinations are necessary, the District will arrange the exam with its own physician and pay the cost incurred.

10.6 Worker's Compensation. The District shall carry Worker's Compensation Insurance Coverage.

10.7 Tax Sheltered Annuity. Upon filing with the Superintendent's Office an agreement in writing between a full time staff member and an insurance company handling Tax Sheltered Annuity Plans specifying an amount to be deducted from that member's payroll, said deductions will be made. The plan may be terminated by filing a written termination notice with the Superintendent's Office.

10.8 Course Reimbursement. In an effort to assist staff members in their pursuit of professional improvement and meet their staff development plans, the District shall provide financial assistance in the area of course reimbursement as follows by paying up to the cost of 4 credits at the UNH rate in each year of the collective bargaining agreement.

Courses must be approved in advance by both the principal and superintendent of schools. It is expected that course work will be graduate level courses unless otherwise approved. Approval must be obtained by June 1st for the summer, September 1st for the fall and January 1st for the spring semester.

Reimbursement will be made upon presentation of proof of completion and payment for the course. Total reimbursement will not exceed the actual cost of the course tuition, less any applicable grants or scholarships.

Exceptions to the above deadlines and/or course appropriateness may be granted at the discretion of the Superintendent of Schools, subject to the reimbursement guidelines.

10.8.1 Tuition Pre-Payment Option. In an effort to ease the financial burden staff members face in pre-paying course tuition, the District shall provide assistance by offering a payroll deduction option. The District shall prepay the tuition for an approved course and the staff member shall reimburse the District by way of the payroll deduction outlined in this section. Staff members wishing to utilize this option must complete a payroll deduction form and submit it to the Payroll Department at the Superintendent's Office no later than June 1st for the Summer Semester, September 1st for the Fall Semester and January 1st for the Spring Semester. Payroll deduction for the Summer Semester is only available to staff members who have selected the twenty-six (26) bi-weekly paycheck contract option.

The payroll deduction shall be for a maximum of up to eight (8) equal consecutive deductions during the semester the course is being taken, providing the deductions will be completed before the end of the course itself. The payroll deduction cannot be canceled and will commence with the first regular paycheck subsequent to the start of the course. Should the staff member drop or withdraw from the course for any reason, they shall receive any refundable monies directly from the educational institution (subject to the refund policies of that institution). The payroll deduction form shall by its terms obligate the staff member to reimburse the district for any sums pre-paid under this option, together with all costs of collection, including reasonable attorneys fees, if the staff member separates from employment prior to completion of the payroll deduction reimbursement under this section.

Notwithstanding any provision of this section to the contrary, the payroll deduction option shall not be available to any staff member, if in the reasonable judgment of the Superintendent, such staff member's total deductions may exceed the net paycheck.

10.8.2 Workshops, Conferences. To further the staff member's ability to attend conferences and workshops, the District will allocate funds for each bargaining unit member as follows by providing up to a total of $300 per bargaining unit member (based on full time equivalent) for the cost of workshops and conferences in each year of the collective bargaining agreement.

The allocation will be distributed provided the workshop or conference is pre-approved by the building principal and superintendent of schools.

10.9 Separation Payment (15-19) years: Upon voluntary separation from the District with fifteen to nineteen (15-19) years of service in Merrimack Valley School District (including any and all time in any school in the District) the bargaining unit member shall receive a one time payment determined as follows:

½ of 1% of salary x number of years in district PLUS
¼ per diem x number of unused sick days

Separation Payment (20+ years): Upon voluntary separation from the District with twenty (20) years or more of District service (including any and all time served in any school in the District) the bargaining unit member shall receive a one time payment determined as follows:

1% of salary x number of years in district PLUS
1/3 perdiem x number of unused sick days

In order to receive payment on July 1st of the following calendar year, the staff member must provide notice to the District no later than December 1st in the school year in which the separation occurs. However, should the staff member

wish to receive payment in June of the separating year, notice must be provided 18 months prior to that date.

10.10 Section 125. The District will offer a Section 125 plan which will include premium offset, dependent care and a flexible spending account.

ARTICLE XI
Severability

11.1 In the event that any provisions of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction or abrogated by law, such decision or law shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not thereby invalidated shall remain in full force and effect.

ARTICLE XII
Duration

12.1 This Agreement and each of its provisions shall become effective as of September 1, 2011 and shall remain in effect until August 31, 2012, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

Either party to this Agreement may initiate negotiations for a successor agreement by notifying the other not later than September 15, 2011.

12.2 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective agents, and their seals to be placed hereon, all on this ____ day of _____, 2010.

Any errors or omissions in this agreement shall result in previously agreed to language application.

Merrimack Valley Education Association Of Teachers	Merrimack Valley School District
By: _____ Its President	By: _____ Its School Board Chairman
By: _____ Negotiations Chairperson For the Association	By: _____ Negotiations Chairperson for the School Board
(Seal)	(Seal)