

**AGREEMENT
BETWEEN THE
CANDIA SCHOOL DISTRICT
AND THE
CANDIA EDUCATION ASSOCIATION**

2013-2016

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MEMORANDUM OF AGREEMENT

When this agreement is ratified and executed by the Board and the Association, all cost items will be subject to the approval of the legislative body at the appropriate school district meeting, and subsequent majority vote by the community at the appropriate school district election/meeting in accordance with RSA 273-A:3-II,b.

CANDIA SCHOOL BOARD

CANDIA EDUCATION ASSOCIATION

PREAMBLE

The Agreement made by and between the Candia School District (hereinafter the District/School Board) and the Candia Education Association NEA-New Hampshire, (hereinafter the Association) witnesseth the following:

DEFINITIONS

The term "permanent" as used in this Agreement shall include any teacher who replaces an individual teacher for a period of more than twenty (20) consecutive school days in the same teaching position. An individual who is contracted as a long-term substitute teacher for less than 91 work days shall be paid a prorated bachelor's first step salary, and shall receive no benefits, regardless of experience and education.

The term "Board" as used in this Agreement refers to the Candia School Board.

The term "party" as used in this Agreement refers to the Candia School Board and the Candia Education Association as participants in this Agreement.

The term "school" as used in this Agreement means any existing work location or functional division maintained by the School Board.

The term "principal" used in this Agreement means the administrative head of the school.

The term "Association Representatives" as used in this Agreement shall mean any duly authorized designee of the Association.

The term "Association" as used in this Agreement shall mean the Candia Education Association.

The term "teacher" as used in this Agreement shall mean any employee eligible to be a member of the bargaining unit as defined in Article I.

The term "part-time" as used in this Agreement means any teacher who is regularly scheduled to work on-site fewer than 30 hours per week. Part-time teachers who are regularly scheduled to work on-site fewer than 15 hours per week shall receive prorated salaries and no benefits. Part-time teachers who are regularly scheduled to work 15-30 hours per week shall receive prorated salaries and prorated benefits in the proportion of the number of hours worked to 35 hours.

ARTICLE I ASSOCIATION RECOGNITION

The Candia School Board recognizes the Candia Education Association/NEA-New Hampshire, NEA as the exclusive bargaining representative for all full-time and permanent part-time teachers employed by the District for the purpose of negotiating terms and conditions of employment as specified in RSA-273:A.

The term "teacher" shall mean a professional employee of the Candia School District whose position requires certification by the State Board of Education as a professional engaged in classroom teaching, including: art teacher, music teachers, guidance counselors, special

education teachers, speech therapists, physical education teachers, media specialists and registered nurses. The term "teacher" shall exclude all others employed by the Board including: superintendents, assistant superintendents, principals, assistant principals, special education director and any other persons employed by the State Department of Education or any other administrative or supervisory employees.

ARTICLE II JURISDICTION AND AUTHORITY OF SCHOOL BOARD

The School Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.

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

ARTICLE III WORKING CONDITIONS

A. WORK YEAR

The work year for teachers shall consist of 186 days, no more than 180 of which shall be student instructional days and the remainder of which shall be in-service workshop days. Newly hired teachers will work two (2) additional days at the discretion of the appropriate administrator.

B. LUNCH PERIODS

Each teacher will be provided with at least a 30 minute lunch period free of all duties.

C. SCHOOL CALENDAR

Upon request by the Association, (but not later than March 1st of the preceding year), a committee of Administration and representatives of CEA will meet to secure input from the Association concerning the school calendar for the ensuing year. It is understood that the Board has the sole and final authority in determining the school calendar.

D. TEACHER SCHEDULES FOR PRESENT STAFF MEMBERS

1. Teachers may express in writing to the Principal their preference of grade level, subject and assignment. Teacher preferences will be given consideration.
2. Not later than June 1, teachers will be notified in writing of next year's initial teaching assignment. However, such assignment may be changed at the discretion of the administration.
3. A position shall be posted for fourteen (14) calendar days before outside candidates are interviewed for the position. Teachers interested in transferring to the posted position shall give written notice to the Superintendent or his/her designee within seven (7) calendar days after the first date of the posting. The Administration shall act on a transfer request before outside candidates are interviewed. The action on whether to grant the transfer or to deny the transfer shall be at the sole discretion of the Superintendent.

E. EXTRA-CURRICULAR ACTIVITIES

1. Assignment to extra-curricular activities shall be voluntary and not a condition of employment.
2. The extra-curricular assignments shall be compensated according to Article VI (D) of the Agreement, provided said activities are offered by the District during the contract year. Bargaining unit members will be offered extra-curricular assignments before such assignments are offered to other individuals, except that extra-curricular assignments need not be offered to members of the bargaining unit during the first year that an extra-curricular activity becomes active if that activity is not budgeted for that year. If an extra-curricular assignment is offered to bargaining unit members and they do not accept it, the School District may offer extra-curricular assignments to other individuals.
3. The Superintendent shall notify the Association, in writing, of activities that the District intends to offer for the coming contract year, without prejudice to the School Board's position that it may determine what will be offered.

F. SCHOOL FACILITIES

1. Mailboxes for teachers shall be provided.
2. Duplicating or other technology equipment shall be available for teachers' use in preparing instructional materials.

G. SCHOOL SUPPLIES

1. Teachers shall be allowed to make recommendations as to what supplies are to be ordered.
2. Teachers, with the prior permission of the principal, may purchase materials and be reimbursed for said materials provided said materials are consistent with the school program and fall within the scope of budgetary allocations.

H. REDUCTION IN FORCE

Any reduction in force which shall be deemed necessary by the Candia School Board shall be accomplished in the following manner:

1. Bargaining unit members will be classified according to their position at the time of a reduction:
 - Classroom teacher for grades K-8 (including Reading Specialist, Title I, and Special Education teacher)
 - Art teacher
 - Music teacher
 - Physical Education teacher
 - Health teacher
 - Computer teacher
 - Foreign Language teacher
 - School Nurse
 - Guidance Counselor
 - Gifted and Talented teacher
 - Media Specialist

2. Every reasonable effort will be made to accomplish the necessary reduction(s) in each of the above categories through attrition (i.e. retirement, resignation or refusal of contract offer).
3. If the necessary reduction(s) cannot be achieved through attrition; teachers will be laid off within these classifications according to seniority and job performance.
4. Bargaining unit members who have at least 10 years of experience in the Candia School District shall have rights to bump into the Classroom K-8 classification from one of the other listed classifications if the following criteria for bumping are met at the time of bumping: (1) the bargaining unit member has at least one full school year of experience as a K-8 classroom teacher in the Candia School District ~~during the last 10 school years~~, and (2) the bargaining unit member is certified, highly qualified (and any other like requirement established under state or federal law) for the position into which he/she bumps.
5. Any bargaining unit member who is on an authorized leave of absence at the time of a reduction in force shall be treated in the same manner as any other member. Their category shall be based on the position they held immediately prior to going on leave.
6. Any member who is released as the result of a reduction in force shall have the right to be offered a position from which they were released should any become available in the next 18 months following the one in which they were released. The unit member shall be notified of the recall opportunity by certified mail/return receipt. In order to be eligible for recall, a member must have a mailing address on file in the Superintendent's office to which any offer of recall is to be sent.
7. A unit member's refusal of or failure to respond to an offer of recall within fourteen (14) calendar days of delivery of the offer will constitute a waiver of any further recall rights.
8. The provisions of Article VII - Grievance Procedure shall not apply to any actions taken under this section of the Agreement.
9. A unit member recalled hereunder shall be paid commensurate with the level s/he would have been if s/he had remained employed by the District, and the unit member's sick leave accumulation to the time of layoff shall be reinstated.

I. DAMAGE OR LOSS OF PROPERTY

1. The Board will reimburse teachers for loss, damage or destruction of personal property in school, brought to school for classroom use, when the Principal has assented in writing to the use of such property and to the extent that the teacher has not been responsible for the loss, damage or destruction and to the extent that such loss is not covered by insurance.
2. A teacher shall report in writing to the Principal any such loss, damage or destruction immediately upon becoming aware of such loss, damage or destruction.

3. The term "personal property" shall not include cash. The term "loss, damage or destruction" shall not cover the effects of normal wear, tear and use.

J. **PLANNING TIME**

Each teacher shall be provided forty (40) consecutive minutes of planning time during each student day, excepting in cases where unforeseen circumstances prohibit the same.

K. **ALL-STAFF & CURRICULUM COMMITTEE MEETINGS**

Except in unforeseen circumstances, the District shall not mandate that teachers attend more than 10 all-staff meetings per school year and more than 8 curriculum committee meetings per school year.

The Board will provide notice of any changes to the work day so that the Association has advance notice of the intended changes, and has an opportunity to bargain over any portions of the changes that constitute mandatory subjects of bargaining if the Association wishes to do so.

**ARTICLE IV
LEAVES OF ABSENCE**

A. **SICK LEAVE**

1. Sick leave will be accumulated during the school year at a rate of fifteen (15) days per school year, accumulative to one hundred thirty (130) days.
2. Teachers shall be notified on or before October 3 of each year of their accrued sick leave.
3. During any school year, a bargaining unit member may utilize up to fifteen (15) days earned that year to care for a spouse, a domestic partner who permanently resides in the bargaining unit member's household, children, and parents (the latter not necessarily a resident within the immediate household).

B. **PERSONAL LEAVE**

Upon request to the appropriate building administrator, teachers shall be granted up to three (3) days of non-cumulative personal leave of absence for personal or legal business, family matters which require the absence of the teacher and cannot be conducted other than during school hours. Up to two additional days for the observance of major religious holidays may be granted at the sole discretion of the Superintendent.

Application forms (See Appendix E) containing certification that the use of the day meets the requirements for personal leave, must be completed 24 hours prior to the anticipated absence.

The parties agree that staff members will make every effort to give forty-eight (48) hours notice of their need for personal leave under this Article VI Par. B. Should the personal day applied for result in extending a school vacation or holiday, the administration may in its sole discretion, deny the request. Personal leave may be approved after the fact in crisis situation(s) provided an application is submitted immediately upon return to school.

C. BEREAVEMENT LEAVE

1. Upon request, each bargaining unit member may be granted paid leave to attend the funeral of any persons listed below for up to the number of days listed.
2. During each school year, a bargaining unit member may be granted up to:
 - a. Three (3) days leave for the funeral of the member's grandparent or grandparent-in-law.
 - b. Five (5) days leave for the funeral of the member's spouse or parent, parent-in-law, sibling, sibling-in-law, child or person living in the member's household.
3. Upon a teacher's request the Superintendent may extend bereavement leave.
4. Upon a teacher's request the Superintendent may grant bereavement leave to attend funerals of other relatives or close personal friends.
5. The Superintendent's action under Paragraph 3 and 4 hereof shall not be subject to the arbitration provisions of the grievance procedure.

D. MILITARY LEAVE

1. The Board will comply with all State and Federal laws with respect to Military Leave of Absence.
2. Teacher personnel who are required to perform active duty or training as part of his/her reserve unit will do so as far as possible during non-school time. A letter so indicating will be required from the commanding officer of the unit to which the teacher belongs.
3. If a teacher is unable to fill his/her requirements for two weeks active duty during non-school time, then the Board will grant the teacher the difference between the service pay and the school salary for the two-week period. The teacher will submit to the principal a photocopy of the salary check for the period of time on active duty.

E. JURY LEAVE

1. When a bargaining unit member is called to jury duty during scheduled school days, the member shall make a good faith effort to have the jury rescheduled to a non-school day by writing to the appropriate Clerk of Courts advising that he/she is a teacher in the Candia School District and requesting that the assignment be rescheduled to non-school days.
2. A teacher required to perform jury duty on a scheduled school day shall be paid the difference between the jury duty pay received from the Court and the per diem salary the teacher would have received for working.

The teacher shall submit to the principal a photocopy of the jury duty paycheck received from the Court.
3. In the event that the request for rescheduling is denied the teacher shall attach copies of the request and denial to the leave request form.

4. If subpoenaed to appear in Court to testify, the teacher will receive leave without forfeiture of pay or benefit.

F. PARENTAL LEAVE

1. Teachers will be granted a parental leave of absence without pay for up to five (5) marking periods for the purpose of caring for a new-born infant or an adopted child, provided, however, in the case of an adopted child, the child must be under the age of six years and not the natural child of either the teacher or his/her spouse.
2. Applications for parental leave supported by either a doctor's and/or adoption agency certificate must be submitted prior to the expected date of hospitalization and/or physical adoption.
3. Teachers must return from parental leave on the first day of the first or second semester.
4. A teacher returning from parental leave will be placed on the salary scale in the step held prior to withdrawal and will resume a position within the teacher's level of competence and certification. In the event that the teacher was on duty one-half (½) or more of the school year in which the leave was granted, he/she would go to the next step of the salary schedule, providing that their performance was satisfactory during the portion of the school year immediately preceding the leave.
5. Any person on this leave for a full academic year must notify the Superintendent in writing prior to March 1st of the year of their intentions to return. This will indicate to the Superintendent that the respective staff members wish to be offered a contract.
6. The only benefits which a teacher on parental leave may be granted are:
 - a. Participation in the health insurance plan with all costs to be paid by the teacher.
 - b. Course and Workshop benefits provided that any cost to the district will not be paid until the teacher returns to full-time teaching in the Candia Schools. Said benefits received will be deducted from benefits the teacher would have received in the contract year of their return.

G. PROFESSIONAL LEAVE

Teachers request for up to three (3) days per year of professional leave may be granted upon application and approval in advance upon recommendation of the appropriate building administrator and approval of the Superintendent of Schools. The following conditions will apply:

1. Professional Leaves will be used to attend, visit or participate in educational programs directly related to their professional assignment, and which will directly improve the education of Candia students.

H. SABBATICAL LEAVE

A teacher with five (5) years' service to the School District may be eligible for a Sabbatical Leave.

The Board may permit members of the professional staff to take Sabbatical Leave for the purpose of "professional improvement" and benefit to the School District.

It is agreed that "professional improvement" shall mean: approved full-time graduate study in an accredited college, university or other recognized educational institution, or travel which will materially and significantly improve the teacher's ability and capacity to teach.

Applications for Sabbatical Leave must be received by the Superintendent not later than the 1st day of February for the following September. The application shall contain a summary of the project to be undertaken.

Sabbatical Leave shall be without pay. However, the year on Sabbatical shall count for the purpose of determining years of service to the District.

A maximum of one professional employee may be granted Sabbatical Leave each year.

As a condition of Sabbatical Leave, a staff member must file with the Superintendent an agreement which stipulates that he/she will return to the School District for a period of one year after the expiration of said leave. The decision to grant such leave will be at the School Board's sole discretion.

Such decision shall not be subject to the Grievance Procedure of this Agreement.

I. EXTENSION OF LEAVES

Leaves of absence may be extended at the sole discretion of the School Board. Failure to return from a leave of absence will be considered as a resignation unless such leave has been extended by the Board.

J. SICK LEAVE BANK

A sick leave bank will be established and maintained by each teacher forfeiting one day of her/his sick leave annually and adding it to the sick bank beginning the first school day of each school year. The number of days in the bank shall accumulate from year to year and shall not exceed 200 days, except to allow unit members joining the bank for the first time to forfeit one day of his/her sick leave in order to become eligible to draw from the bank. Any such days shall be added to the 200 days, up to a maximum of 250 days.

For implementing this revised provision, any days remaining in the bank at the end of the year shall be carried forward as part of the bank.

Subject to the 200 day limit described above, accumulated but unused sick leave days from individuals resigning or retiring from the school district shall be added to the sick leave bank.

If at any time the number of days falls below 50 in any one year, one additional day per teacher will be forfeited from each teacher's sick leave, if available, and added to the bank.

When a unit member is granted long term disability benefits under the plan provided through the District, she or he shall no longer be eligible to draw sick leave from the bank.

The Association shall appoint a committee to be known as the Administrative Committee, which shall decide all questions regarding the use of the bank by teachers.

A teacher may apply for use of the bank when his/her accumulated sick leave has been exhausted. In order to qualify for the sick bank, an applicant must provide the following information to the Administrative Committee:

1. A statement requesting authorization to draw from the sick leave bank, including the date that this action would commence;
2. A doctor's statement indicating the nature of the illness; and
3. A doctor's statement indicating the current status of the illness must be provided at each 30-day interval.

The Administrative Committee shall determine which applicants are qualified to use the bank and the number of days that the applicant may use, and shall so advise the Superintendent, or his/her designee.

The Administrative Committee's advice to the Superintendent shall include copies of the materials called for in 1, 2 and 3 above. Use of the bank shall not be unreasonably denied. Approved applicants will be compensated at their regular rate of pay not to exceed 75 school days per applicant per illness and only to the extent that there are days available in the bank.

As between an applicant and the Administrative Committee, decisions of the committee shall be final and not grievable. It shall be the District's obligation hereunder to account for the number of days in the bank and to make the payments provided for herein.

The Administrative Committee shall be notified in writing by the District of the days that are available in the bank in September each year.

Should there be a dispute between an employee and the Administrative Committee, the Association and/or the School Board or the District's Administration, over the matter of access to and use of time from the sick leave bank, the Association agrees to defend, indemnify and hold harmless the School Board, all of its agents and employees and the Candia School District in any such dispute.

K. FMLA

Leaves set forth in this agreement shall be subject to the School Board's policy regarding the Family Medical Leave Act. This Paragraph K is not intended to diminish the Leave benefits set forth in this Agreement.

L. ASSOCIATION LEAVE

One Association Leave day for one Candia Education Association delegate will be granted to attend the NEA/NH delegate assembly.

**ARTICLE V
FRINGE BENEFITS**

A. HEALTH INSURANCE

The Health Insurance Option Plans, along with the cost sharing provisions are set forth in Appendix C of this agreement.

B. DENTAL INSURANCE

The School District shall provide coverage in the SchoolCare dental insurance (Benefit Plan DPO1) and make the same contribution as currently provided during the term of this agreement as follows:

Single	100%
Two Person	75%
Family	75%

C. PREMIUM PAYROLL DEDUCTIONS

The Board will payroll deduct any premium cost differences between its contribution and the annual cost to provide Health and/or Dental coverage set forth in this agreement from persons who subscribe to said Health and Dental benefits, in accordance with its current practice or in accordance with a Section 125 Plan listed in this agreement Appendix C and/or Article V par J.

D. LIFE INSURANCE

The School District shall contribute one hundred percent (100%) of the cost to provide a \$30,000 term life insurance policy for each bargaining unit member.

E. DISABILITY INSURANCE

The School District will pay up to \$10.00 per month for each unit member toward a plan that is mutually agreeable to the Candia Education Association and the Candia School Board.

F. TUITION REIMBURSEMENT

The School District will reimburse teachers for three courses per year not to exceed the current UNH per credit, subject to the following exceptions:

1. Undergraduate courses consistent with existing contract language regarding administration requirements and approval and;
2. Relief from individual credit limits based upon academic needs of the individual teacher, with prior approval of the Superintendent.

Reimbursement will be for amounts set forth below or the actual amount whichever is less. Fifty percent (50%) of the cost will be paid to the teacher upon completion of registration and the remaining fifty percent (50%) upon completion of the course. School Administrative Unit #15 will assume responsibility for handling all paperwork related to course application and reimbursement in accordance with the current procedure. A \$75 recoupment will be paid by the teacher per paycheck to the school district for failure to complete the course, and the teacher shall execute a written agreement to such payroll deductions as a precondition to the District paying 50 percent of the cost upon completion of registration. Courses must be taken at any accredited college or university

provided that the course received prior approval of the Superintendent as one which will improve the education of Candia students directly related to that teacher's assignment. A teacher must receive a grade level of B or better for graduate and undergraduate level approved by the Superintendent in advance. Fees charged by the National Board of Professional Teaching Standards will be reimbursed in accordance with this Section.

The maximum cost to the District for tuition reimbursement shall be \$22,000 per school year. However, that maximum shall increase by \$3,000 over the maximum in the preceding school year if the maximum was exhausted during the preceding school year.

F. WORKSHOP REIMBURSEMENT

The School District will reimburse teachers during any one contract year up to \$200 per teacher for workshops and for professional organization memberships. After teachers have exhausted said \$200 allotments, they also shall be entitled to receive additional reimbursements in the amount of up to \$200 per teacher on a first-come/first-served basis from the bargaining unit reimbursement pool. The bargaining unit reimbursement pool shall equal \$7,500 each school year. However, each school year the reimbursement pool shall increase by \$1,500 over the pool in the preceding school year if the pool was exhausted in the preceding school year.

To be reimbursable, workshops and professional organization memberships must receive the prior approval of the superintendent conditional upon the decision that the workshop or professional organization membership will improve the education of Candia students directly related to that teacher's assignment. School Administrative Unit No. 15 will assume responsibility for handling all paperwork related to course, workshop and professional organization membership application and reimbursement in accordance with current procedures.

Professional organization memberships that may be reimbursed under this section shall not include payments to the Candia Education Association, NEA-NH or NEA, which shall be governed by Article VIII (A).

G. INSURANCE PARTICIPATION

A bargaining unit member on unpaid leave may participate in any insurance program provided for hereunder at his/her own expense, but only to the extent permitted by the insurance carrier and in accordance with the provisions of Federal Law AKA COBRA and in accordance with Board Policy relating to the Family Medical Leave Act.

H. IRS SECTION 125 PLAN

The Board will make available to employees covered by this Agreement, a so-called IRS approved section 125 plan.

**ARTICLE VI
COMPENSATION**

A. HIRING GUIDE

Subject to Article VI (E), the salary schedule for the term of this Agreement for newly hired teachers and school nurses with Bachelors or higher degrees, during their first year of employment, shall be as set forth in Appendix A. Newly hired non-degreed school nurses will be paid at the rate of 92% of the BA track at the appropriate step of the salary schedule in Appendix A.

B. EDUCATION RAISES

Subject to Article VI (E), when a teacher with one-degree status earns the next degree status, the teacher shall receive a permanent salary increase at the beginning of the next school year, as listed in the salary schedule.

C. EXTRA CURRICULAR SALARY GUIDES

Compensation for extra-curricular activities shall be based on the classification of the activity. Activities are divided into four categories as follows:

CLASS I \$2,100

Athletic Director

CLASS II \$1,500

Coaching (Boys' / Girls' Basketball, Cheerleading)
Student Newspaper Advisor
Student Council Advisor
Year Book Advisor
Outing Club
Odyssey of the Mind

CLASS III \$1,200

Coaching (Baseball, Softball, Soccer)
Coaching (Intramural Sports)
Drama Group Advisor
Track / Field

CLASS IV \$ 900

Gymnastics
Bowling
Cross Country Skiing
Chorus
Band
Graduation Advisor
Art Club
Chess Club
Math Club
Photography Club

D. PLACEMENT ON SALARY SCHEDULE

1. The Superintendent of Schools shall make the initial placement of new bargaining unit members on the salary schedule upon the member's number of years of prior educational employment and level of education.

A new member may not receive a salary that is more than \$2,000 above other members with the same years of experience and degree status, unless the new member occupies a position in a critical shortage area as determined by the N.H. Department of Education.

The Superintendent may place new members on higher steps of the salary schedule only if they occupy positions in critical shortage areas. The administration will notify the Association president or her designee within five (5)

school days of contracting to pay a new bargaining unit member more than other bargaining unit members who have the same number of years of experience and degree status.

2. After initial placement, a member who completes at least ninety (90) school days of service during the school year and whose performance is satisfactory shall be credited with an additional year of experience.
3. To be eligible for education raises and placement on a corresponding salary track for an advanced degree status, the teacher must have provided a written request to the superintendent no later than the October 1 preceding the school year in which the degree status will change, and the teacher must have completed all necessary graduate credits prior to September 1 of the school year in which the degree status will change. The teacher must have transcripts documenting graduate course work on file in the SAU Office no later than October 31st of the school year. Actual salary adjustment will not take place until transcripts are filed in the SAU Office. Under no circumstances shall a teacher's salary be adjusted if documenting transcripts are not on file in the SAU Office by the October 31st deadline.
4. Undergraduate courses shall not count toward education raises, except that undergraduate courses completed by June 30, 2002 are grandfathered.

F. SUMMER WORK

Summer work, including curriculum work, will be compensated at \$25.00 per hour. However, grant funded rates of pay will be subject to the terms of the grant.

G. METHOD OF SALARY PAYMENT

Employees shall be paid bi-weekly on Friday. Each employee shall have the option of salary payments prorated on the basis of 21 or 26 pay periods. At the time the employee accepts an offer of employment, the employee must elect which option he/she desires and that option shall remain in effect for the entire year. If an employee fails to make an election, 26 pay periods will be assumed. If the employee elects 21 periods the first payment will be made during the second payroll after the teacher work-year begins.

H. MILEAGE ALLOWANCE

Traveling teachers covered by this Agreement shall be reimbursed at the Internal Revenue Service rate per mile.

I. CERTIFICATION RAISES

A teacher who earns or has the following certification(s) shall receive a permanent salary increase at the beginning of the next school year, as follows:

<u>Certification</u>	<u>Salary Increase</u>
N.H. Master Teacher Certification	\$1,000
National Board Certification	\$3,000

J. **PERFORMANCE STIPENDS**

1. A teacher may apply for performance stipends for projects such as developing interdisciplinary units, enriching curriculum, improving the professional working environment, and improving student learning. Applications for performance stipends shall include a description of the project, the goal of the project, and an evaluation of the project's outcome. Applications for performance stipends must be submitted to the performance stipends selection committee no later than September 1 each school year. The performance stipends selection committee will announce the winners of performance stipends by October 1 of each school year.
2. The performance stipends selection committee shall consist of three teachers appointed by the Association and two administrators or Board members appointed by the School Board.
3. Performance stipends shall be limited to a maximum of \$1000 per person. Total performance stipends shall not exceed \$15,000 during each school year. Performance stipends shall be one-time payments, and shall not permanently increase recipients' salaries.

**ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE**

A. **DEFINITION**

1. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2. A grievance to be considered under this procedure must be initiated in writing on a grievance form by the employee within ten (10) school days of its occurrence or from the time the teacher knew or should have known of its occurrence. The following matters are excluded from the Grievance Procedure:
 - a. Any matter for which a specific method is prescribed by law, or by any rule or regulation of the State Board of Education.
 - b. A complaint of a probationary teacher which is caused by his/her not being re-employed.
 - c. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.
 - d. Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.
 - e. Any grievance for which the grievant or grievants or organization representing such grievants has not in writing waived the right, if any, to submit the grievance to any other administrative or judicial tribunal.

Failure by the Board or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a decision to

the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

No reprisals of any kind will be taken by the District or teachers against any party in interest or other participant in the grievance procedure. Any grievant party in interest may be represented by counsel or by a representative selected by the Association.

3. Procedure:

Step 1:

Any employee covered by this Agreement who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) school days. An individual employee may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of an existing Agreement between the parties. A Form is set forth in Appendix B. Attached hereto.

Step 2:

If the teacher is not satisfied with the decision, he/she may appeal the decision to the Principal within five (5) school days after the receipt of the decision of the immediate supervisor.

The appeal shall be in writing and must specify:

- a. The nature of the grievance, i.e. the specific provisions of the Contract which have been violated or misinterpreted or misapplied.
- b. The injury and the loss which is claimed, i.e., the specific loss to the employee in pay or benefits.
- c. The remedies sought.
- d. Date of the alleged violation or misapplication. The Principal shall investigate the matter and communicate the decision in writing to the grievant within five (5) school days from receipt of the written grievance.

Step 3:

If the teacher is not satisfied with the decision, he/she may appeal the decision to the Superintendent in writing within five (5) school days after receipt of the Principal's decision. The Superintendent shall investigate the grievance and render his/her decision in writing within ten (10) school days after the receipt of the appeal to his/her level.

Step 4:

If the teacher is not satisfied with the decision rendered at the previous step, the teacher may appeal the decision to the School Board. Such an appeal must be made within five (5) school days after the receipt of the decision from the previous step.

The Board or a committee thereof shall review the grievance and, at its option, may request that a hearing be held with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within twenty (20) school days after the receipt of the appeal from the employee.

Step 5:

If the decision of the School Board does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to binding arbitration providing the Association notifies the Superintendent of such request within ten (10) days of receipt by the Association of the School Board's decision. The following procedure shall be used to secure the services of an arbitrator:

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) school days following the date the request for arbitration was received by the Superintendent, the arbitrator will be appointed in accordance with the rules of the American Arbitration Association.
- b. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.
- c. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.
- d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all of the terms of this Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award, a "make whole recommendation," but may apply no penalty payments.
- e. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- f. The decision of the arbitrator shall be binding upon the parties provided however, either party shall have a right to appeal such decision to the New Hampshire PELRB and the New Hampshire Courts under the provisions of New Hampshire RSA. Chapter 542 as amended.

It is hereby specifically agreed by the Board and the Association that this contract and grievance procedure clause are subject to the provisions of New Hampshire RSA Chapter 542 as amended.

- g. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the

Association. Any other expenses shall be paid by the party incurring same.

**ARTICLE VIII
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

A. DUES/FAIR SHARE SERVICE FEE CHECK-OFF

The Association may secure authorization for payroll deduction for Association dues or Fair Share Service Fee, equal to the pro-rata share of the cost of collective bargaining, contract administration, and grievance services for the Association. Such authorizations may be revocable as provided by law.

1. The Association agrees to certify to the District, in writing, the current rate of its membership dues and fair share service fee by October 15.

Should there be a dispute between an employee and the Association and/or the School Board or the District's Administration over the matter of fair share fees and deductions, the Association agrees to defend, indemnify and hold harmless the School Board, all of its agents and employees and the Candia School District in any such dispute.

2. The Board will request the treasurer of the School District of Candia to submit such sums in total to the Association treasurer.
3. The Association shall be notified of any teacher withdrawal or drop from payroll deductions.
4. Any bargaining unit member desiring to have the District discontinue deductions which he/she has previously authorized must submit a written request to the Superintendent at least thirty (30) days prior to the desired effective date of such discontinuance.
5. Dues deductions shall be made in 21 equal installments from the bi-weekly payroll. Such dues deductions shall be continuous from year-to-year unless rescinded in writing by the unit member as provided in Paragraph #4 above. The Association shall notify the Superintendent on or before August 1 each year what the succeeding year's dues rate will be, if there is to be a change. The Association shall notify the Superintendent of any new members who authorize payroll deduction for dues by delivering written authorizations to the Superintendent on or before October 1st. Payroll deductions for such new members shall commence with the first regular payroll in October and shall be deducted at the rate of 1/21st of the total annual dues for 19 consecutive payrolls.
6. The Association agrees to hold the Board harmless relative to the collection and disbursement of dues.

B. DISTRIBUTION OF MATERIALS

The Association shall have the right to place Association-related materials in the mailboxes of teachers with the knowledge of the principal.

C. **BULLETIN BOARDS**

The Association shall be permitted to post Association-related notices on the bulletin board in the teachers' room.

D. **PUBLIC INFORMATION**

The Board agrees to make available to the Association upon reasonable request, information in the public domain.

E. **PRINTING OF AGREEMENT**

The Board and the Association agree to share, equally, the cost of printing of the Agreement and to distribute copies of the Agreement to each teacher presently employed by the Board and each new teacher hired by the Board.

**ARTICLE IX
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The Candia Education Association and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Candia Education Association, in consideration of the value of this Agreement and its term and conditions, will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

**ARTICLE X
SAVINGS CLAUSE**

If any provision of the specific Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XI
NEGOTIATIONS PROCEDURE**

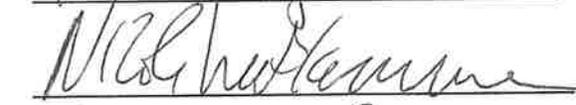
Negotiation of a successor Agreement shall be conducted in accordance with the requirements of New Hampshire RSA 273-A.

**ARTICLE XII
DURATION**

This Agreement and each of its provisions shall become effective on July 1, 2013 and shall continue in full force and effect through June 30, 2016.

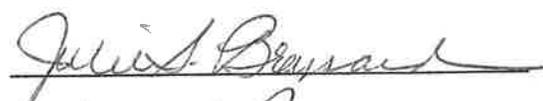
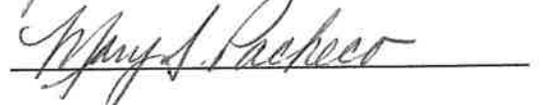
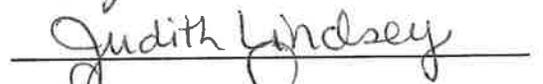
The parties' duly authorized officers and representatives have signed this Agreement on this day of _____.

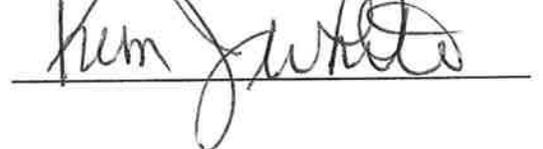
CANDIA SCHOOL BOARD
BY:



CANDIA EDUCATION ASSOCIATION
BY:



APPENDIX A

**SALARY SCHEDULE
2013-2014**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	33099	34527	36261	39117	42177	45237
2	34221	35649	37383	40239	43299	46359
3	35343	36771	38505	41361	44421	47481
4	36465	37893	39627	42483	45543	48603
5	37587	39015	40749	43605	46665	49725
6	38709	40137	41871	44727	47787	50847
7	39831	41259	42993	45849	48909	51969
8	40953	42381	44115	46971	50031	53091
9	42075	43503	45237	48093	51153	54213
10	43197	44625	46359	49215	52275	55335
11	44319	45747	47481	50337	53397	56457
12	45441	46869	48603	51459	54519	57579
13	46563	47991	49725	52581	55641	58701
14	47685	49113	50847	53703	56763	59823
15	48807	50235	51969	54825	57885	60945

"Off schedule" teachers shall receive 2.0% COLA.

APPENDIX A
SALARY SCHEDULE
2014-2015

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	33595	35045	36805	39704	42810	45916
2	34734	36184	37944	40843	43948	47054
3	35873	37323	39083	41981	45087	48193
4	37012	38461	40221	43120	46226	49332
5	38151	39600	41360	44259	47365	50471
6	39290	40739	42499	45398	48504	51610
7	40428	41878	43638	46537	49643	52749
8	41567	43017	44777	47676	50781	53887
9	42706	44156	45916	48814	51920	55026
10	43845	45294	47054	49953	53059	56165
11	44984	46433	48193	51092	54198	57304
12	46123	47572	49332	52231	55337	58443
13	47261	48711	50471	53370	56476	59582
14	48400	49850	51610	54509	57614	60720
15	49539	50989	52749	55647	58753	61859

“Off schedule” teachers shall receive \$1,000 COLA.

APPENDIX A

**SALARY SCHEDULE
2015-2016**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	33931	35395	37173	40101	43238	46375
2	35082	36546	38323	41251	44388	47525
3	36232	37696	39473	42401	45538	48675
4	37382	38846	40624	43551	46688	49825
5	38532	39996	41774	44702	47839	50976
6	39683	41146	42924	45852	48989	52126
7	40833	42297	44074	47002	50139	53276
8	41983	43447	45224	48152	51289	54426
9	43133	44597	46375	49303	52439	55576
10	44283	45747	47525	50453	53590	56727
11	45434	46898	48675	51603	54740	57877
12	46584	48048	49825	52753	55890	59027
13	47734	49198	50976	53903	57040	60177
14	48884	50348	52126	55054	58191	61328
15	50034	51498	53276	56204	59341	62478

“Off schedule” teachers shall receive \$1,000 COLA.

**APPENDIX B
GRIEVANCE REPORT FORM**

Grievance No. _____ Date of Grievance: _____

Copies to: Principal, Superintendent, Grievant, and Association

Name of Grievant _____ Date Filed _____

1. Statement of Grievance (be sure to include the specific violation or condition with proper reference to the contract agreement)

Date Received: _____

STEP 1

Relief Sought: _____

Signature: _____ Date: _____

Answer given by Immediate Supervisor: (If immediate Supervisor is principal, matter goes to Step 3)

Signature: _____ Date: _____

Position of Grievant: _____

Date Received: _____

STEP 2

Date Received by Principal: _____

Answer given by Principal: _____

Signature: _____ Date: _____

Position of Grievant: _____

Date Received: _____

STEP 3

Date Received by Superintendent: _____

Answer given by Superintendent: _____

Signature: _____

Date: _____

Position of Grievant: _____

Date Received: _____

STEP 4

Date Received by School Board: _____

Answer given by School Board: _____

Signature: _____

Date: _____

Date Received: _____

STEP 5

Date Received by Arbitrator: _____

Answer given by Arbitrator: _____

Signature: _____

Date: _____

APPENDIX C

INSURANCE

The District will offer the following insurance option plans for employees covered by this agreement:

1. Standard SchoolCare POS, or the substantial equivalent, or;
2. Standard SchoolCare HMO, or the substantial equivalent or;
3. Standard SchoolCare OA+, or the substantial equivalent;
4. A plan not offered by the District, (requires proof of coverage from the carrier.)

HOW IT WORKS:

OPTION 1: POS

For eligible employees who select Option 1, the District will pay the following percentage toward the cost to provide Single, Two Person, or Family protection whichever is selected by any such employee:

	<u>2013-15</u>	<u>2015-16</u>
Single	88.5%	86%
Two Person	78.5%	78%
Family	78.5%	78%

OPTION 2: HMO

For eligible employees who select Option 2, the District will pay the following percentage toward the cost to provide Single, Two Person, or Family protection whichever is selected by any such employee:

	<u>2013-15</u>	<u>2015-16</u>
Single	93.5%	91%
Two Person	88.5%	86%
Family	88.5%	86%

OPTION 3: OA+

For eligible employees who select Option 3, the District will pay the following percentage toward the cost to provide Single, Two-Person, or Family protection, whichever is selected by such employee.

	<u>2013-15</u>	<u>2015-16</u>
Single	93.5%	91%
Two Person	88.5%	86%
Family	88.5%	86%

OPTION 4: BUYOUT

Each eligible employee who selected this option prior to July 1, 2011, will be paid a bonus equal to the bonus received for the 2010-11 school year. All other eligible employees, and those hired on or after July 1, 2011, who select this option shall receive an opt-out bonus in the amount of \$3,000. Such payment will be made during each school year in which said employee continues to be covered by this Option. Proof of coverage is required for each such year and the Board will not pay any portion of the premium costs for that plan. Each year, on or before July 1, any eligible employee who selects this Option 4, may replace it with Option 1, 2 or 3.

An employee who has received a bonus hereunder, who thereafter, under a so-called qualifying event certified by the carrier is permitted to select coverage which would negate the payment of such bonus or any portion thereof, then such employee, will be required to re-pay the Board the amount for which they were ineligible. Such re-payment may, at the sole option of the Board, be paid over a reasonable period of time to prevent a hardship on the affected employee.

In the event the District is ever penalized pursuant to federal health care reform legislation as a result of a unit member receiving the opt-out bonus (i.e., the unit member purchases federally subsidized insurance resulting in a financial penalty being imposed upon the District), said financial penalty shall be deducted from the amount of the opt-out bonus to be paid to the unit member under this section.

In order to be eligible for benefits or contributions, an employee must select one of the Options set forth herein.

APPENDIX D
RETIREMENT INCENTIVE COMPENSATION

A. ELIGIBILITY

To be eligible for RIC, an employee must:

1. Have reached or will reach the age of fifty-five (55) years of age in the calendar year prior to retiring and;
2. Be eligible for early or normal retirement under the New Hampshire State Teacher Retirement System and;
3. Have or will complete fifteen (15) continuous years of service in the Candia School District as a teacher immediately prior to retirement and;
4. Make application no later than October 1st of the school year at the end of which the employee will retire and;
5. Actually retire through the New Hampshire Retirement System;
6. No more than five (5) persons may be eligible to apply for and receive this benefit in any one school year. If more than five eligible persons apply for this benefit in one school year, the employee with the most continuous years of service in the Candia School District as a teacher immediately prior to retirement shall receive priority. If more than five such employees have the same years of service to the Candia School District as teachers, the employees who are oldest shall have priority.
7. The funds necessary to pay any such RIC monies must be submitted and approved at an appropriate School District Meeting.

Retirement incentive pay shall equal \$25,000.

The eligible individual who qualifies under this Appendix will receive a single lump sum payment. Such payment will be made not later than August 15th of the year in which the actual retirement occurs (e.g. an individual who retires as of June 30 shall receive payment not later than August 15 in the same calendar year).

B. DEFINITIONS

1. Age: Actual age in years as of December 31st of the application year.
2. Years of Service: Credit based on number of contracts executed for active teaching in the Candia School System.
3. Last Salary: Shall mean the amount earned in last full school year of Candia employment. It does not include amounts paid for extra duty assignments, unused sick leave, unused vacation or other separation compensation.

C. **INSURANCE BENEFITS**

Each eligible employee may at their option, continue to receive the same health insurance benefits provided in this agreement and all improvements in subsequent agreements until said employee attains the age of 65. Said insurance will be provided at the employee's expense contingent on the carrier's approval.

D. **SURVIVOR BENEFIT**

Should an employee, who has elected and qualified for RIC, die prior to receiving monies to which they were entitled, then, the School District will make such payment to the estate of the deceased retiree in accordance with the schedule set forth herein.

E. **SUBSTITUTE OR PART-TIME EMPLOYMENT**

The Board may at its sole option and discretion, provide appropriate part-time or substitute employment opportunities to qualified retired employees of the School District.

F. **FUNDING**

The Board's intent is to provide the funding. However, should the School District's annual meeting fail to provide the necessary funds for this plan, eligibility for that period will be canceled.

**MEMORANDUM OF AGREEMENT
COMMITTEE ON EVALUATIONS**

A joint committee is hereby established to study and develop process, procedures and instrumentation, that shall be consistent with state and federal laws and regulations, to be used in the evaluation of teacher performance. The committee shall consist of equal members appointed by the Association and the Board, and will include members from other Districts within SAU 15. The committee's recommendations shall not be binding on either the Association or the Board. However, the District will have the ability to unilaterally adopt a successor evaluation system if failure to do so would result in any sanction against the District.

APPENDIX E
School Administrative Unit No. 15
LEAVE REQUEST FORM
CANDIA SCHOOL DISTRICT

DIRECTIONS
LEAVE REQUEST
ADMINISTRATIVE

1. A copy of this form must be completed for all short-term leave requests as listed below.
2. Requests are to be made and will be granted in accordance with your district's policies, regulations, procedures and/or collective bargaining agreement.
3. For extended leaves, military leaves, maternity leaves, etc. please consult your district's policy and/or collective bargaining agreement.
4. A separate Professional Activity Form must be submitted if reimbursement for a professional activity is sought.

NAME _____ DISTRICT _____ SCHOOL _____

POSITION _____ GRADE(s) _____ SUBJECT(s) _____

Type of Leave Requested:

- Professional** Describe Activity _____
 Are you requesting Staff Development Credits? Yes _____ No _____
- Personal** Specific Reason _____
- Confidential Personal*** (Candia bargaining unit members only)
- Funeral / Bereavement** Relationship _____
- Other** Specify _____

Number of Days Requested _____ Date(s) Requested _____
 Employee's Signature _____ Date submitted to Principal _____

*EMPLOYEE'S STATEMENT IF CONFIDENTIAL PERSONAL LEAVE IS CHECKED:
 I hereby affirm that the requested Confidential Personal Leave is sound,
 pressing and unavoidable matters (as defined by the collective bargaining agreement)
 which must be completed during school time.

Employee's Signature _____ Date _____

I (do) (do not) recommend this request.

Reason / Conditions _____

Principal's Signature _____ Date _____

I (do) (do not) approve this request.

Reason / Conditions _____

Superintendent's Signature _____ Date _____

WHITE - SAU - YELLOW-Principal - PINK - Bookkeeping day after leave is taken - GOLD - Teacher