

CHICHESTER SCHOOL DISTRICT

CHICHESTER, NEW HAMPSHIRE

MASTER AGREEMENT

JULY 1, 2022- JUNE 30, 2025

Approved by School District Voters: March 5, 2022

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CHICHESTER SCHOOL DISTRICT PROFESSIONAL AGREEMENT

Agreement made this ___ day of March, 20___ by and between the School Board of the Chichester School District, hereinafter called the "Board" and the Chichester Teachers' Education Association, hereinafter called the "Association." Hereinafter, let the term "member" refer to "members of the bargaining unit.

ARTICLE I: RECOGNITION

For the purpose of collective negotiation, the Board recognizes the Association as the exclusive representative of all bargaining unit employees of the Chichester School District as the Association was certified by the P.E.L.R.B. in their decision of Case No. T-0415.

The Association agrees to represent equally all members covered by this agreement without discrimination and without regard to membership in the Association.

The Association and the Board agree to enter collective bargaining in accordance with the procedures set forth in NH RSA 273:A.

Either party may submit to the other written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment.

The parties shall meet at reasonable times and places to negotiate in a good faith effort to reach agreement. During such negotiations, the Board and Association will present relevant data, exchange points of view and make proposals and counter proposals.

The Board and Association will make available to one another for inspection all pertinent non-confidential records, data, and information of the district in the public domain.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Any agreement reached shall be reduced to writing and signed by the Board and the Association.

Nothing in this Article shall be construed to prohibit the Board and the Association from reaching agreement at any time between the declaration of impasse and the Annual School District Meeting.

ARTICLE II: ASSOCIATION RIGHTS

A. Meetings and Communications

The Board agrees to permit the Association the use of the school-provided mailboxes for internal communication with bargaining unit members, so long as the use is done in good faith and in a professional manner.

The Association will be given the opportunity at the end of faculty meetings to make announcements. Otherwise, the Association must schedule and conduct their own meetings.

The Association and its representative shall have the right to use facilities and equipment, including copiers, at reasonable times with prior approval of the school administration, excluding mass production material, e.g., fliers to be distributed. The Association will assume the responsibility for the proper operation of said equipment.

A.1. Meeting with the Superintendent

The President of the CTA and the Superintendent shall meet at least 4 times per year, if requested by either party. The meeting shall be scheduled to take place no more than 2 weeks from the request.

A.2. Chichester Teacher Association (CTA) Meetings

The President of the CTA shall be provided one hour, approved in advance by the building principal, prior to the start of the student school year to meet with all members of the bargaining unit. The content of the meeting shall be determined solely by the CTA. The meeting time must not conflict with meetings or other mandatory trainings planned by administration.

B. Dues Deductions

The Board agrees to deduct from salaries of members of the bargaining unit, money for local, state and/or national association services and programs as such members individually and voluntarily authorize the Board to deduct and to transmit the monies to such association or associations. To authorize such deductions, members must execute an authorization form to be furnished by the Association. The Association will confirm in writing to the central office each year, those members who have authorized dues deductions and the total amount of money to be deducted from each member's salary. Such deductions shall be made in equal installments from each salary check beginning with the second salary check following the central office's receipt of the Association's notification in writing and ending with the first salary check in June. Any member may have such deductions discontinued at any time upon sixty (60) days written notice to the Superintendent's Office and to the Association.

The Association agrees to hold the Board and its agents harmless in case of any liability arising out of this provision.

C. Association Leave

The Board agrees to grant up to a maximum of two (2) days of leave per contract year to member(s) of the Association for attendance at meetings related to Association business. These two days can be used by the same person or can be divided amongst multiple members. Requests shall be initiated through the Principal and forwarded with recommendation to the Superintendent in written form in advance of the requested leave.

D. Agendas and Minutes

The posted agendas for upcoming school board meetings and the approved minutes of prior school board meetings shall be made available to the President of the CTA at the same time they are made available to the school board. All approved school board policies shall be posted to the Chichester School District web site.

E. Collective Bargaining Association Distribution

New hires to positions covered by this CBA shall be provided a copy of this CBA as part of their new-hire packet from human resources. This CBA shall be posted to the Chichester School District web site. Printed copies of this CBA shall be made available upon request.

ARTICLE III: COMPENSATION

A. Salary

The salaries and differentials of the members of the bargaining unit and stipends for co-curricular assignments are set forth in Appendix A and B attached to and made part of this agreement.

Initial placement at an appropriate step on the schedule will be at the discretion of the Superintendent. Thereafter, members of the bargaining unit who have completed at least a year of service (see Article V, section C, paragraphs 3, 4 & 5) and whose performance is satisfactory shall be advanced one step on the appropriate salary schedule the following school year.

A bargaining unit member's paycheck will not be reduced without notification and only with the prior approval of the Principal and Superintendent.

B. Method and Time of Salary Payment

Members of the bargaining unit will be paid every other Friday. The first pay day will be no later than the second Friday after school commences.

Bargaining unit members receive their salaries in twenty-one (21) bi-weekly installments, running from late August through early June. There are 2 salary payment options that members must choose by August 1 of the school year. The first option is the default should no choice be made.

- 1) A member can elect to receive 21 equal payments, with a gross pay equal to the yearly salary divided by 26, and a 22nd payment equal to 5x that same value.
- 2) A member can elect to receive 21 equal payments, with a gross pay equal to the yearly salary divided by 21.

Any member separating from the District mid-year (due to death of the member or to termination of employment) shall be compensated according to the number of days worked. This may result in the District making final restitution to the member, or, in certain instances, may also result in the member making final restitution to the District.

Direct Deposit of pay checks is available to members of the bargaining unit. Each participating employee must provide written authorization including a financial institution routing and transit number and a personal account number. The option of Direct Deposit may result in less flexibility in pre-set payroll schedules.

C. TAX FREE ANNUITY

The board agrees to allow members to take advantage of the Federal law concerning tax-free annuities.

D. ANNUITY DEDUCTIONS

The board agrees, upon authorization of a member, to make deductions for 403(b) annuities. Monies deducted shall be transmitted upon appropriate verification and/or billing from the participation carrier by the first Friday of the month following the month that the deduction was made.

E. EMPLOYMENT RENEWAL

Members shall receive a written offer of re-employment from the Board no later than 30 days from the adoption of the coming year's budget, or April 15, whichever is later. Members shall submit to the Superintendent's office written acceptance or rejection of that offer no later than 21 days from delivery of that written notification, or the first Monday in May, whichever is later.

ARTICLE IV: INSURANCE

Part-time members of the bargaining unit shall be provided health and dental insurance, as described in Section A and B below, on a prorated basis as defined by their assignment, i.e. a forty (40%) percent mbu will receive forty (40%) percent of the benefit provided a full time employee.

A. Health Insurance

The District agrees to pay eighty (80%) percent of the premium for a health insurance plan for each full-time member of the bargaining unit who subscribes to such coverage. This includes two-person or family coverage for a spouse or domestic partner provided that the member and his or her domestic partner complete and submit all forms required by the medical benefits plan provider to establish his or her eligibility for benefits. The Board retains the right to choose a different insurance carrier

provided that the coverage and benefits equal or exceed those of the New Hampshire School Care Health Coalition Traditional Green or Red Plans as of July 1, 2017.

Full-time members not subscribing to the District's health insurance program will receive five hundred (\$500) dollars times the number of members receiving this benefit, but no less than two thousand (\$2,000) dollars and no more than four thousand (\$4,000) dollars. Such payment will be contingent upon the member documenting existing coverage of a health insurance program of which he/she is a member, and will be paid in one (1) installment at the end of the school year. The District will maintain an I.R.C. Section 125 Premium Offset Plan, a Health Care Flex Spending Account Plan, and a Dependent Care Flex Spending Account Plan for any member who properly submits a request in writing by May 30 for such coverage in the following contract year.

In the event that the plan identified above results in the imposition, during a subsequent year of this agreement, of any related fees, fines, taxes or penalties, including, but not limited to, the "Cadillac Tax" (the excise tax on high cost employer-sponsored health coverage), the Board and the Association will reopen negotiations for the purpose of agreeing on (1) an alternative health plan that complies with the Affordable Care Act (or any replacement legislation), and does not result in the imposition of the so-called "Cadillac Tax" and (2) the distribution of any savings realized, including the percentage of premium paid by each party. The parties agree to exchange proposals no later than November 15. If the parties are not able to agree on alternative plan and distribution of the savings by January 15, the parties will each submit one proposal to binding arbitration no later than February 15 with a mutually agreed acceptable arbitrator whose fees will be shared by the parties. In the event that the parties cannot agree on an arbitrator, the NH PELRB will select one. After hearing both parties, the arbitrator will choose one of the two proposals and notify the parties no later than March 15 and that plan will be implemented for the following plan year as a memorandum of understanding.

B. Dental Insurance

The District shall provide dental insurance for each member who chooses to subscribe. The Board shall retain the sole right to provide dental insurance with benefits equal to or greater than Delta Dental under Health Trust Plan 3B (A 100%, B 80%, C 50%, no deductible, Maximum 1,250) held by the members as of July 1, 2005. The Chichester School District shall pay one hundred (100%) percent of the cost of a single membership and an additional benefit for those selecting a family or two-person coverage of seventy-five (75%) percent of the difference between the cost of a single member plan and the coverage selected.

If a married couple are both members then the Board will pay up to the full amount of the cost to provide two (2) person or family coverage, whichever is appropriate for any such couple, provided such cost does not exceed twice the benefit liability of the Board as set forth in Article IV Section B for Dental Insurance.

C. Life Insurance

The District shall provide term life insurance coverage for all members equal to 100% of the member's annual salary, and double indemnity insurance for death or dismemberment by accidental means.

Coverage shall be provided for a twelve (12) month period on a continuing contract. This life insurance coverage ceases upon termination of employment with the District.

D. Long Term Disability Insurance

The District shall provide long term disability insurance, from an insurance carrier of its choice, for each member, said insurance to have minimum benefits of 66 2/3% of salary to age sixty-five (65) after a ninety (90) calendar day waiting period. This long-term disability insurance coverage ceases upon termination of employment with the District.

ARTICLE V: WORKING CONDITIONS

A. Unassigned Periods

1. Duty-Free Lunch

All members shall receive a duty-free uninterrupted lunch period equal to the length of the student lunch period.

2. Planning and Meeting Time

The Board recognizes the value in providing planning/meeting time for members during the school day. . The District will provide at least one (1) unassigned period per full school day to each full-time member. Unassigned periods may be shortened on days with a late start or early release.

Part-time members will be provided unassigned periods under the same conditions on an appropriate pro-rated basis.

B. Member Work Year

The salary schedule is based upon a Member Work Year of 186 Member Work Days, at least five (5) of which shall be non-instructional days.

C. Member Work Day

1. . In the interest of providing proper supervision of students and of providing time before and after school for students and parents to consult with members, for a typical school day and for scheduled early release school days members are expected to arrive at school no later than 7:50am and are expected to remain at school until at least 3:00pm. For school days shortened due to inclement weather or other unforeseen emergencies, members are expected to arrive at least twenty-five (25) minutes prior to the anticipated start of the student school day and are expected to remain at school for at least fifteen

- (15) minutes following the close of the student school day. These times can be decreased by the principal based on the emergency.
2. Each member will devote the time necessary to their assignment to meet professional obligations, e.g., parent conferences and special education meetings. Members may be required to remain after the end of the regular school day for staff, PLC, DATA/CASES or similar meetings. Except in emergency situations, these meeting dates will be posted monthly and these meetings will not extend beyond 4:00 pm. Members shall not be required to attend more than three (3) of these after school meetings per month. Members may be excused by administration for sufficient cause. Committee meetings are optional.
 3. A member is considered part time when that member's contract is offered for a percentage of time less than 100%. An 80% member would be contracted for $186 \times 0.80 = 148.8$ Member Work Days.
 4. A year of service is defined as a school year in which a member worked at least 90 Member Work Days.
 5. . Any member that doesn't work, or use paid benefits to reach, at least 90 Member Work Days in a school year, unless their contract lists them at a percentage of time that doesn't allow it, shall not receive the benefits of a year of service (including a step on the salary schedule and a year toward longevity).

D. Teaching Before/After the Regular School Year

Any member of the bargaining unit required by the administration to work before and/or after the regular school year shall be compensated at pro rata portion of their annual salary. This work must be mandated by the principal and approved by the superintendent. Voluntary work is unpaid or may be funded with a flat-rate stipend if associated with an appropriate grant.

E. Teacher Evaluations

Members covered by the CBA shall contribute to the implementation of Teacher Evaluation Plans.

ARTICLE VI: LEAVE BENEFITS

Part-time members shall be provided leave benefits, as described in Section A-G below, on a prorated basis as defined by their assignment, i.e. a forty (40%) percent member will receive forty (40%) percent of the benefit provided a full time member.

The Board may, at its discretion, advance leave to a member who has exceeded his/her allowance.

A. Sick Leave

1. Benefit Description

Members shall be allowed fifteen (15) Member Work Days sick leave per year on an accumulative basis not to exceed one hundred twenty (120) days. After three (3) consecutive calendar days of absence, a doctor's certificate may be required as proof of illness. In addition to using sick leave for personal illness, a member may utilize up to 15 Member Work Days of sick leave per school year to care for a spouse, children, and parents. Sick leave may be used in advance of leave earned up to a maximum of the amount yet to be earned in the current year.

2. Sick Leave Bank

- a) The Board agrees to allow the Association to maintain a sick leave bank to cover members in the event of a long-term illness. All members covered by this Agreement may volunteer to participate in the sick bank. Members who wish to participate in the sick bank must notify the sick bank committee by the end of the first full week of employment of the school year in which they wish to begin participating in the sick bank. Once a member notifies the committee in writing that he or she wishes to participate in the sick bank, the member shall be deemed to continue to participate in the sick bank each school year unless and until the member notifies the committee in writing no later than September 15 that he or she is withdrawing from participation in the sick bank beginning that school year.
- b) The donated sick days will be deposited at the start of the school year up to a maximum of one hundred twenty (120) days.
- c) Members who participate in the sick bank shall contribute one (1) Member Work Day of sick leave per member per year until the sick bank reaches one hundred twenty (120) Member Work Days. If at any time, the sick bank reaches the level of forty (40) days, the sick bank committee will solicit donations of additional days as needed. Members participating in the sick bank will be asked in alphabetical order to donate one day to reach the maximum number of days. No one will have days deducted unless a need exists for additional days up to the maximum in effect at the time.
- d) For an individual member who has exhausted or has not had time to accrue earned sick leave, the requirements to contribute additional day(s) may be waived by the committee with the understanding that the delayed contribution would be made from the following year's sick leave. The committee reserves the right to set a limit on the number of days that members would be asked to contribute or withdraw.
- e) A member will become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability, provided he/she has exhausted all of his/her accrued sick leave. Upon presentation of medical evidence of disability or illness, a member may be granted additional days of sick leave. In order to ensure any necessary leave isn't covered by alternative programs such as FMLA or ADA, members are

strongly encouraged to discuss their situation with human resources prior to requesting time from the sick bank.

- f) The sick bank will be administered by a committee of members, commissioned and overseen by the Association.
- g) All decisions of the sick bank committee will be final and binding and will not be grievable.
- h) The School District will maintain sick bank records and provide the sick bank committee with an annual report by October 30 each year.

B. Personal Leave

Members shall be allowed three (3) Member Work Days personal leave per year. The member shall not be required to reveal the purpose of such leave. Except in emergency situations, the member must give the Principal a minimum of twenty-four (24) hours' notice. Personal leave days extending a vacation, holiday or interfering with PD need principal approval

C. Emergency Leave

During the course of the school year, unexpected situations requiring prompt attention may arise requiring the active presence of a member during the school day. Members should notify the Principal or Superintendent in as timely a fashion as possible. Up to three (3) Member Work Days of emergency leave with pay shall be granted. Emergency leave days will not be deducted from sick leave and are not cumulative. Additional emergency leave may be granted at the discretion of the Board.

D. Extended Leave

A leave of absence on an extended basis may be granted upon request to the Superintendent and approval by the Board. Such leave is granted at the discretion of the Board, may be granted for periods not to exceed ninety (90) calendar days and will be granted without pay. Such periods of leave may, upon request, be extended at the discretion of the Board.

E. Professional Leave

Professional Leave may be granted upon the approval of the Superintendent. Except in unusual circumstances, a minimum of one (1) week's notice must be given by the member making the request for professional leave.

F. Parental Leave

Parental leave of up to fifteen (15) calendar months may be granted without pay or other benefits to members with at least one (1) year's service with the Chichester School District. For an uncomplicated

pregnancy, parental Leave of no more than eight (8) weeks shall be compensated through the members' accrued sick, vacation and personal time or time available through the sick bank. Upon exhaustion of this time, any remaining leave shall be unpaid leave. This policy shall run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

To be eligible for parental leave, a member must meet one of the following criteria:

- Be pregnant with a child.
- Be a spouse or committed partner of a woman who is pregnant with a child.
- Be adopting a child or being placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.
- A multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the amount of parental leave granted for that event.

Except in cases of emergency, the member shall also give at least thirty (30) calendar days' notice prior to the date on which the leave is to begin.

Return from such leave shall coincide with the expiration date on the member's leave request as approved by the board. The member shall notify the Superintendent in writing on or before March 1st of the intent to return to teaching duties at the start of the next school year.

A new parental leave event may begin no sooner than 12 months from the end of a previous parental leave event.

G. Bereavement Leave

Members shall be allowed five (5) Member Work Days of bereavement leave per year to be used in the event of the death of a family member or friend. Exceptions to the dictates of this benefit may be granted at the discretion of the Board.

H. Military Leave

Military leave of absence without pay or benefits shall be granted to any member who is drafted or enlists in any branch of the armed forces of the United States or America for the period of their induction or initial enlistment.

The time necessary for persons called into temporary active duty of any unit of the U.S. Reserves shall be granted provided such obligations cannot be fulfilled in days when school is not in session. In such cases, members shall be reimbursed for pay loss because of such Organized Reserve duty up to the difference between their regular salary that would have otherwise been paid and their Reserve pay received for up to a maximum of two (2) weeks during the school year.

I. Jury or Witness Duty Leave

A member who is called for jury duty or subpoenaed as a witness or is absent because of being called to appear in court or before any other governmental agency on business concerning the School District

shall be excused from their duties for the actual time involved in said service and shall continue to receive their salary and benefits less any per-diem compensation received from the courts.

ARTICLE VII: PROFESSIONAL GROWTH AND DEVELOPMENT

A. Benefit Description

A variety of opportunities for professional growth and development are provided by the District for members. These opportunities are separately provided for within the District's budget, outside the fringe benefit budget category. All professional growth and development activities must have the prior approval of the Principal and Superintendent: such activities, however, must fall within those areas deemed by the Board to have the most significance toward achieving School District learning objectives.

B. Clock-Hour Bonus

Each full- or part-time member without pro-rating who accumulates two hundred (200) in-service development hours according to policy during a three (3) year period (125 hours beyond the mandatory 75 hours) will receive a District bonus of fifty (\$50) dollars.

C. Recertification Payment

For all full or part-time members without pro-rating the Board agrees to pay the cost of the State of New Hampshire three-year recertification.

D. Workshop and Course Reimbursement

The Board agrees to reimburse or to pre-pay for up to three hundred (\$300) dollars in fees for seminars, clinics, practica and workshops taken by a full- or part-time member without pro-rating during each school budget year covered by this agreement. Full- or part-time members without pro-rating not taking advantage of any course reimbursement funds are eligible to be reimbursed for up to six hundred (\$600) dollars in workshop fees. Up to one hundred (\$100) dollars of this amount may be used towards staff development portfolios.

The Board agrees to reimburse or to pre-pay for one or more courses for a full-time member an amount equal to the cost of one (1) four (4) credit graduate course at the UNH (resident rate) per year, taken at an accredited institution. Before the end of the school year, part-time members shall be compensated the pro-rated portion as defined by their assignment, i.e. a forty (40%) percent member will receive forty (40%) percent benefit. To be eligible a member must attain a passing grade. Members must submit to the Principal evidence of their course performance upon completion of the course. In cases

of pre-payment, members not achieving a passing grade must reimburse the District for the course payment by the end of the school year. If at the end of the school year, unexpended funds remain in the course reimbursement line item account, any member may request in writing on a timely basis (prior to June 30th) that additional courses be reimbursed in accordance with the formula described above for full-time members.

E. Mileage

Members who are specifically authorized by the administration to use private automobiles for school business shall be reimbursed at a rate equal to the most current I.R.S. maximum allowance. Mileage shall be calculated from the member's home or the school, whichever is less.

F. Records Check

The District will pay any additional costs above and beyond basic re-certification fees including such things as finger printing and records check.

ARTICLE VIII: PERSONNEL FILES

No member shall be given a written reprimand or be suspended without just cause. All information forming the basis for disciplinary action shall be made available to the member upon their request.

The Seven Tests of Just Cause will be used prior to any disciplinary action.

- 1) **Notice:** Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?
- 2) **Reasonable Rule or Order:** Was the employer's rule or managerial order reasonably related to
 - a. The orderly, efficient and safe operation of the employer's business, and
 - b. The performance that the employer might properly expect of an employee?
- 3) **Investigation:** Did the employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey the rule or order of management?
- 4) **Fair Investigation:** Was the employer's investigation conducted fairly and objectively?
- 5) **Proof:** At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
- 6) **Equal Treatment:** Has the employer applied its rules, orders, and penalties even-handedly and without discrimination to all employees?
- 7) **Penalty:** Was the degree of discipline administered by the employer in a particular case reasonably related to
 - a. The seriousness of the employee's proven offense
 - b. The record of the employee in his/her service with the employer?

Just Cause the Seven Tests

Adolph M. Koven and Susan L. Smith, 1992

Any complaint(s) deemed serious enough by the Superintendent to be placed in the member's file shall be brought to the attention of the member within fifteen (15) working days. Any such complaint(s) must state the nature of the complaint(s), the date(s) of the occurrence(s), and the name of the complainant(s).

Unsubstantiated complaints shall not be placed in a member's file.

Each member shall be entitled to access their personnel file at any time given two (2) business days' notice to the Superintendent or their designee.

If a member is summoned to appear before an administrator to be disciplined, reprimanded, or warned, they will be entitled to have a representative of the Association present. Prior to meeting with administration, to speak of any misconduct, members will be informed of their right to union representation, by Administration, at least 24 hours prior to meeting."

Members will be notified whenever document(s) are placed in their personnel file and will be provided a copy prior to insertion into the file. The member shall have the right to make a response to any material contained in their personnel file and such response shall be made a part of said member's file, and the member's response shall be made within seven (7) calendar days of the placement of the specific item in the personnel file.

ARTICLE IX: GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. A grievance may be brought forth by the Association or any individual member or group of members.

For this article, "days" shall be defined as business days.

The parties acknowledge that it is more desirable for a member and his/her immediate supervisor to resolve problems through free and informal communications. These communications are allowed to occur directly or with the support of an Association representative with the objective of resolving the matter informally. Failure to reach a mutually satisfactory resolution, or failure to receive regular communication regarding the progress of any potential resolution, may be cause for the member and/or the Association to generate a formal grievance.

B. Procedure

1. The grievance shall be reduced to writing. The written grievance shall state the specified alleged violation with reference to the Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless it is filed in writing within fifteen (15) days from the time the grievant(s) became aware of, or should have become aware of, the action precipitating the grievance, unless informal discussions on the topic were pursued by the parties. In this case, the fifteen (15) day window for filing the formal grievance begins with the date of the last documented informal communications (e.g. email, text, phone call, written response) between the parties.
2. LEVEL A: Within five (5) days of receipt of a formal grievance, the building Principal shall meet with the grievant(s). Within five (5) days following any such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to LEVEL B within ten (10) days of the receipt of an answer given at this level.
3. LEVEL B: Within ten (10) days of a grievance being referred to this level, the Superintendent will meet with the participants of LEVEL A and examine the facts of the grievance. The Superintendent shall give his/her answer within ten (10) days of any such meeting. If the grievance is not settled at this level, then it may be referred to LEVEL C within ten (10) days of the receipt of an answer given at this level.
4. LEVEL C: The Board will meet within twenty-five (25) days with the parties of LEVEL B and examine the facts of the grievance. The Board shall give its answer within fifteen (15) days.
5. LEVEL D: If the decision of the Board does not resolve the grievance to the satisfaction of the grievant(s), the Association will so notify the Superintendent within ten (10) days. The Association shall have the sole right to submit the grievance to binding arbitration by the following procedure:
 - a) The parties will attempt to agree upon a mutually satisfactory neutral party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, either party may submit a request to the American Arbitration Association to submit to both parties a roster of persons qualified to function as an arbitrator.
 - b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
 - c) If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

- d) Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator that was not previously disclosed to the other party. The decision of the arbitrator shall be binding, but appealable under RSA Ch. 542.
 - e) The arbitrator shall limit consideration to the issue submitted and shall consider nothing else. The arbitrator shall be bound by and must comply with all the terms of the agreement. The arbitrator 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 recommendations,” but may apply no penalty payments.
 - f) The Board 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.
 - g) The arbitrator’s decision for settlement of a grievance shall be a binding decision on the issue and so advise the Association and the Board in writing.
 - h) 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 the same.
6. All grievance decisions shall be distributed to both the grievant and union representative via US Mail and E-mail. Failure at any step of this procedure to communicate a decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limit shall be deemed a waiver of further appeal of the decision and shall be deemed acceptance of the decision rendered at that step. The parties covenant and agree that all grievance hearing sessions, including those before the Board, shall be held in executive session.
7. Time periods specified in this procedure may be extended by mutual agreement.
8. The Board agrees to grant as many days of leave as necessary per grievant and for one (1) association representative to attend arbitration hearings associated with grievances. This time is not available for planning sessions but for hearings only. It is expected that all other meetings associated with a grievance, i.e. with the Principal, the Superintendent and with the Board, will be held outside of the school day. These days are not associated with the Association Leave days provided in Article II-C.

ARTICLE X: SEPARATION BENEFITS

A. Severance Payment

The District will pay members who terminate employment voluntarily, are laid off or die based upon the following schedule:

Beginning with fifteen (15) years through twenty (20) completed years of service in Chichester – Thirty-five (35%) percent of unused sick leave shall be paid at a rate of one hundred twenty-five (\$125) dollars per day or per diem, whichever is less. Beginning with the twenty-first (21st) year of service in Chichester – forty (40%) percent of unused sick leave shall be paid at a rate of one hundred forty (\$140) dollars per day or per diem, whichever is less. In the case of death, this benefit will be paid to a named beneficiary or to the estate of the member. Payment of separation benefits shall be after June 30th of the year in which the member terminated employment.

B. Retirement Plan

Eligible members may apply for inclusion in the Retirement Plan under the following guidelines:

1. Applicants for a retirement benefit must be at least fifty-five (55) years of age prior to the planned date of retirement to access any retirement benefit.
2. Applicants for a retirement benefit must have been employed as a member by the Chichester School District for a minimum of fifteen (15) years of service at the time of retirement.
3. Applicants for a retirement benefit must submit a written intent to the Superintendent of Schools prior to December 1 of the calendar year prior to the commencement of the planned retirement.
4. The Chichester School District will be obligated to annually approve and fund no more than three (3) retirement benefits, with a maximum of two (2) for full-time members. In the event that more than three (3) retirement events occur in the same year, those with full-time status will be considered eligible for this stipend benefit before those with part-time status, regardless of the order that retirement requests were submitted. Otherwise, members will be considered in the order that their requests have been received.
5. Members accepted for inclusion in the Chichester School District's Retirement Plan will receive a payment of twenty-five thousand (\$25,000) dollars by July 30th of the year of retirement. For tax purposes, the payment may be delayed until after January 1st of the following year. The payout method shall be agreed to by the retiring member and the Superintendent. The stipend paid is considered income and is therefore subject to all state and federal laws. The retirement stipend is prorated to the time worked by the member. The pro-rating will be calculated on the average work rate for the fifteen (15) school years of greatest employment, e.g. a member that works their fifteen (15) school years of greatest employment at fifty (50%) percent for ten (10) school years and one hundred (100%) percent for five (5) school years will be prorated to: $(50\% \times 10 \text{ years}) + (100\% \times 5 \text{ years}) \div 15 \text{ years} = 67\%$

C. Member Resignations

Once a member has submitted written acceptance of the Board's offer of employment, both parties are equally bound to honor the employment agreement for its duration, except under the provisions of RSA 189:13 or if the parties mutually agree otherwise. Any member seeking to be released from their

employment contract without penalty must notify the Superintendent no later than June 30. The Board shall designate the Superintendent to act on such requests in the absence of a Board meeting. Any member seeking to be released from the employment contract after June 30 shall be required to pay the District a sum of fifteen hundred (\$1500) dollars. This amount shall be considered full compensation for costs encumbered by the District to recruit, hire, and train a replacement for the member. Should the District need to hire legal counsel to collect the fee, all legal fees will be reimbursed by the member. Members who have requested to be released due to extenuating circumstances can request that the Board waive this fee. The Board shall consider such requests on a case-by-case basis and the decision of the Board shall be final and not subject to the grievance procedure.

The member resigning after June 30 shall be responsible for reimbursing the District for the total cost of any insurance premiums pre-paid beyond their resignation date. Employees who have requested to be released due to extenuating circumstances can also request that the Board waive the premium reimbursement. The Board shall consider such requests on a case-by-case basis and the decision of the Board shall be final and not subject to the grievance procedure.”

D. Retiree Health Insurance

Former members who retired immediately following service in the Chichester School District shall be permitted access to the District’s health and dental insurance programs at their own expense. The amount billed a retiree for insurance premium shall be the total premium cost minus any New Hampshire State subsidy for which the retiree is eligible.

E. Reduction in Force

When it becomes necessary to reduce the number of members covered by the collective bargaining agreement, the following procedures will be followed:

1. The decision to implement the reduction in force shall be made at the sole discretion of the Board.
2. The Board shall make every reasonable effort to minimize the effect of a reduction in force on the incumbent staff through attrition, i.e. retirement, voluntary transfer, resignation, and contract refusal.
3. The Superintendent shall contact the President of the Association to make arrangements for the Association and the Board to meet and discuss the considered reduction.
4. In determining the member(s) to be laid off, the following considerations shall be made:
 - a) Certification and “highly qualified” status in the instructional positions being retained shall be considered first.

- b) These factors being equal, seniority shall make the final decision, e.g. those with the fewest years of unbroken service shall be laid off first.
5. Member(s) to be laid off shall be notified in writing on or before March 31 of the school year prior to that in which the reduction will occur.
 6. Members that have been let go due to a reduction in force shall be placed on a recall list for positions that become available to start within a period of two contract years beginning with the member's last day of service and terminating on June 30th of the second contract year. Members shall be recalled in reverse order, assuming they meet the certification and "highly qualified" status required for the open position. It is the member's responsibility to keep their contact, certification and highly qualified status information current with the Superintendent's office.
 7. Administration shall make every attempt to contact Members being recalled including by registered mail at the most recent address held by the Superintendent's office. The Association President shall also be contacted and informed of the desire to recall Members that have been let go due to a reduction in force. Once contacted, members shall have ten (10) business days to respond to the offer. All members recalled shall return to the District at an appropriate step considering where they were at the time of the RIF and their employment status while they were gone. Their longevity will resume counting from where they were at the time of the RIF.

Discrimination

The Chichester School District does not and shall not discriminate on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, physical or mental disability, marital status, pregnancy, veteran status or any other status prohibited by applicable law.

DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from July 1, 2022 until June 30, 2025.

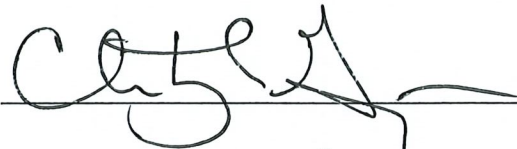
CHICHESTER SCHOOL DISTRICT



DM Chiavaras

Brian Stone

CHICHESTER TEACHER ASSOCIATION



Kathleen Purnell-Mare



APPENDIX A: LONGEVITY

Completed years of service	Longevity amount added to salary
12	\$1,250
15	\$1,750
20	\$2,250
25	\$2,500
30	\$2,750

APPENDIX B: Salary Schedules

SALARY SCHEDULE

2022/2023

Step	ND	BA	BA+20	MA	MA+20
1	38,816	40,858	42,373	43,862	45,245
2	40,320	42,439	44,045	45,649	47,142
3	41,429	43,608	45,885	46,882	49,317
4	42,539	44,779	47,726	48,998	51,490
5	44,839	47,198	49,564	51,105	53,665
6	46,553	49,005	51,406	53,213	55,839
7	48,683	51,244	53,246	55,323	58,015
8	50,811	53,485	55,086	57,948	60,187
9	52,938	55,725	56,927	60,571	62,363
10	55,067	57,966	58,766	63,195	64,536
11	57,197	60,206	61,585	65,820	66,711
12	59,323	62,445	64,404	68,442	68,958
13	61,450	64,683	67,222	71,065	71,720
14	63,616	66,965	70,080	73,731	77,192

SALARY SCHEDULE

2023/2024

Step	ND	BA	BA+20	MA	MA+20
1	39,592	41,675	43,220	44,739	46,150
2	41,126	43,288	44,926	46,562	48,085
3	42,258	44,480	46,802	47,820	50,303
4	43,390	45,675	48,680	49,978	52,519
5	45,736	48,142	50,555	52,127	54,739
6	47,484	49,985	52,434	54,278	56,956
7	49,656	52,269	54,311	56,429	59,175
8	51,828	54,554	56,188	59,107	61,391
9	53,997	56,839	58,066	61,782	63,610
10	56,168	59,125	59,942	64,459	65,827
11	58,340	61,410	62,816	67,136	68,045
12	60,510	63,694	65,692	69,811	70,337
13	62,679	65,977	68,567	72,487	73,155
14	64,889	68,304	71,482	75,205	78,735

SALARY SCHEDULE

2024/2025

Step	ND	BA	BA+20	MA	MA+20
1	40,384	42,509	44,085	45,634	47,073
2	41,948	44,154	45,824	47,493	49,047
3	43,103	45,370	47,738	48,776	51,309
4	44,258	46,588	49,654	50,977	53,570
5	46,651	49,105	51,566	53,170	55,833
6	48,434	50,985	53,483	55,363	58,095
7	50,649	53,314	55,397	57,558	60,358
8	52,864	55,646	57,312	60,289	62,619
9	55,077	57,976	59,227	63,018	64,882
10	57,291	60,307	61,140	65,748	67,144
11	59,507	62,638	64,073	68,479	69,406
12	61,720	64,968	67,006	71,207	71,744
13	63,932	67,297	69,938	73,936	74,618
14	66,186	69,670	72,911	76,709	80,310

APPENDIX C: CO-CURRICULAR STIPEND SCHEDULE

Activity	Quantity	Stipend
Athletic Director	1	\$3,500
Level 1 Total		
Drama directors	3	\$1,000
Basketball 5-8	4	\$1,000
Level 2 Total		
Baseball & Softball	2	\$750
Cross-Country	2	\$750
Track	2	\$750
Soccer	2	\$750
Student Council Advisors	1	\$750
Newspaper Advisors	2	\$750
Yearbook Advisor	1	\$750
Robotics	1	\$750
Art Club Director	1	\$750
Environmental Club Advisor	1	\$750
OPEN	1	\$750
Level 3 Total		
Environmental School Trip Advisor	1	\$500
Basketball (MVL or 5-8 assistant coach)	4	\$500
Level 4		
Open Club Assistant	1	\$250
Environmental School Trip Chaperones (staff only – not available to parents)	2	\$250
Basketball K-4	4	\$250

If stipend positions go unfilled, the Principal, in conjunction with the Association, has the discretion to replace an activity with an alternate activity for a stipend amount of equal or lesser value for that school year.