

2013-2014 AGREEMENT

BETWEEN

CLAREMONT SCHOOL BOARD

AND

THE CLAREMONT ADMINISTRATOR'S
ASSOCIATION

March 12, 2013

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THIS AGREEMENT is agreed to by the Claremont School District, hereinafter called the "District" and the Claremont Administrators' Association, hereinafter termed the "Association" shall be in force for the year beginning July 1, 2013 and ending June 30, 2014. It is agreed that this instrument supersedes any past practice, any provision of policies or procedures of the District which are contrary to, or are not specifically covered by this Agreement.

I. Membership

The Association has presented to the District satisfactory evidence that it represents the principals, assistant principals, career and technology director, athletic director, director of adult education and department chairperson(s) who are employed by the District and are paid on an administrative salary schedule.

II. Association

- A. The District recognizes the Association as the exclusive unit with which to negotiate for its members, and agrees not to negotiate the terms of this Agreement with any other group, individual, or organization.
- B. It is agreed that it is the individual right of a person to join in the Association. Membership in the Association shall not be required as a condition of employment.
- C. The Association will provide the Superintendent of the District with the names of its duly authorized representatives and will promptly notify him/her of any changes.

III. Procedures

To change the Agreement the following procedures shall govern:

- A. Meetings - The parties shall meet within two (2) weeks of receipt of a written request.
- B. Directing Requests - The Association will make its requests for meetings directly to the Superintendent (or his/her designated representatives), who shall promptly transmit the same to the School Board. The School Board will make its requests for meetings to the President of the Association by means of a communication from the Superintendent's Office. The parties shall fix a mutually convenient meeting date.
- C. Exchange of Facts, Views - Facts, opinions, proposals, and counter proposals shall be exchanged freely and in good faith during the meeting(s) and between meetings (if advisable) in an effort to reach mutual understanding and agreement.
- D. Whenever proposals initiated by either party are adopted by the School Board and the Association, they become a written part of the Agreement.

IV. Administrators Rights

- A. Nothing contained herein shall be construed to deny or restrict any administrator such rights as he/she may have under State of New Hampshire School Laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.
- B. The foregoing will in no way limit the authority of the Superintendent to suspend an administrator and/or to recommend dismissal under State Law to the Board, or the authority of the Superintendent and Board, under State Law, to dismiss an administrator.
- C. An employee covered by this Agreement shall have the right to have an Association representative present upon request, if disciplinary action/case is being discussed.
- D. No administrator shall be disciplined except for just cause.
- E. Administrators will be given a copy of any information placed in their personnel files if such material pertains to administrative performance or behavior.
- F. In the event that individual contracts are issued before negotiations between C.A.A. and the Claremont School Board are concluded, it is mutually agreed that these individual contracts will be amended to reflect any subsequent changes in the Master Agreement.

Any contract issued will represent the complete Agreement between the parties. Said contract is subject to Section A above and shall be signed by the district prior to it being offered to the individual bargaining unit member.

V. Grievance Procedure

Definition - A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and condition of employment of an administrator based upon the interpretation or application of any of the provisions of this Agreement. An "aggrieved administrator" is a person or persons making the claim. All time limits specified in this Article shall mean working days.

Purpose - The parties acknowledge that it is most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

Formal Procedure - The grievance shall state the specific violation or condition with proper 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. A grievance to be considered under this procedure must be initiated within ten (10) working days of the date the employee knew or should have known of the action which gives rise to his/her claim. Failure to initiate a grievance within this time will make the grievance null and void.

Level A - Within five (5) working days of a grievance being referred, the Superintendent will meet with the participant(s) and shall give a written answer within seven (7) working days of any such meeting. If the grievance is not settled at this level, then within five (5)

working days of receipt of the answer rendered at this level, the grievance may be referred to Level B.

Level B - Within ten (10) working days of a grievance being referred to this level, the Board will meet with the participants of Level A and examine the facts of the grievance. The Board will give its answer within five (5) working days of any such meeting.

Time periods specified in this procedure may be extended by mutual agreement.

In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted as soon thereafter as is practicable. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

Any party in interest may be accompanied by counsel or by a representative selected by the grievant/s. The Association may appear and be heard at any stage of the grievance procedure.

C.A.A. BENEFITS: July 1, 2013 - June 30, 2014

A. Work Year

The work year of personnel shall be determined by the Board or its designee and shall reflect the work policy as agreed to by the Association and the District.

B. Salary

Base salaries and salary indexing are found in Appendix A. For 2013-14, base salary represents an increase of 2%.

C. Paid Holidays*

The following are paid holidays, but only if school is not in session on these days.

| | |
|-------------------------------|--------------------------------|
| Independence Day | Christmas (12/24 and 12/25) |
| Labor Day | December 31 and New Year's Day |
| Martin Luther King Day | President's Day |
| Veteran's Day | Columbus Day |
| Wednesday before Thanksgiving | Memorial Day |
| Thanksgiving Day | |
| Day After Thanksgiving | |

D. Vacation Days*

Administrators shall have twenty-five days (25) of vacation. A maximum of ten (10) days may be carried over and used in the next school year. A maximum of thirty-five (35) vacation days are allowed in any one year. The time in which vacation days may be taken will be during the following time periods:

- Between the last week of June and the date two weeks prior to the date at which the teaching staff must report to work before the start of school.
- Any other days throughout the school year when school is not in session. (This shall not apply when an emergency exists in the school where the administrator is needed to assist in the resolution of the emergency.)
- Any other school days with approval from the Superintendent.

*Paid holidays and vacations are available to all administrators except department chairs who follow the school vacation and holiday calendar.

E. Personal Leave

The Board will grant paid personal leave to administrators as follows: conducting important affairs which cannot be accomplished at any other time; attendance at funerals; attending to sick relatives; or urgent, confidential family concerns and important Holy Days. Leave shall be with permission of the Superintendent who shall not act in an arbitrary or capricious fashion. This section excludes such things as social affairs, pleasure trips, and recreation.

To be eligible for personal leave under this Section, written request shall (except in emergency) be presented to the Superintendent at least twenty-four (24) hours prior to any such personal leave. The Superintendent shall respond forthwith followed by verification in writing.

F. Sick Leave

Sick leave shall be at the rate of (15) days per year to a maximum of one hundred and ten (110) days. New Administrators to the Claremont School District shall be given fifty (50) percent credit for sick leave accumulated in another school district and such credit shall not exceed thirty (30) days. Administrators will not accrue sick days while on long term disability.

G. Jury Duty

Any Association member summoned for jury duty shall be paid the differential between his/her rate and the pay received from the court system.

H. Insurance Benefits

Health Insurance

The district will contribute 85% toward the cost of a single, two-person or family Matthew Thornton health insurance plan. Employees may apply the district's contribution to another plan in the same group if they desire. The District will contribute 100% of the cost of a Matthew Thornton plan for couples if both are employed by the District.

Employees who do not choose to take the District's health insurance plan shall receive a bonus equal to 30% of the cost of a single plan under Blue Choice 3-tier plan, such bonus not to exceed \$2,500.00. The bonus shall be paid by December 31st. If both spouses or domestic partners work for the District, only one spouse/partner may receive the bonus and only if neither spouse/partner takes the District's insurance.

Dental Insurance

The District will contribute 75% of the cost of the premium of a Delta Dental Option 12 plan (100%/70%/60%).

Life and Accident Insurance

One times the salary until age 65 while employed by the district. It is understood that any reductions in coverage amounts will be in accordance with the carrier's terms then in force.

Disability

66 2/3% of the salary after 90 days

I. Supplemental Retirement Benefit

The District shall establish an IRC 403(a) retirement account with a qualified provider, chosen by the District, for each member having an IRC 403(b) account. The District shall contribute an amount equal to 20% of the member's contribution to the 403(b) account, up to the amount allowable by the Internal Revenue Code, to the member's 403(a) account by June 30th of each year.

J. (1) Health and Dental Retirement Benefit

Administrators retiring after age 57 who have worked for the district for at least six years are entitled to the health and dental coverage provided to C.A.A. members under the master contract in effect at the time the coverage is requested. Administrators may choose either a single or two-person plan. The District shall pay 50% of the amount it would pay under the master contract in effect at the time for this benefit. The District shall pay 100% of its portion under said contract for Administrators who have ten or more years of service with the District. This benefit would end when the administrator becomes eligible for Medicare or reaches age 67, whichever occurs first.

(2) Sick Day Buy Back

The sick day buy back benefit was phased out/eliminated on January 8th, 2013. Administrators employed in the Claremont School District as of that date will receive the sick day buy back benefit as outlined in Appendix B of the contract. Administrators hired after January 8, 2013 are not eligible for the sick day buy back benefit.

Payment of the sick day buy back benefit will be distributed during the final year of administrative service to the District. Notification will be made by the retiring administrator 18 months prior to retirement. In the event of catastrophic disability, the 18 month notification period will be waived.

K. Professional Development Funds

The District will provide \$2,000 to each administrator annually for professional development activities including dues towards professional affiliations, course work, and attendance at professional meetings at the local, state and national level. The funds in general are to support the professional growth of the individual administrator and may be designed as such by the individual.

L. Mileage Rate

The District will reimburse administrators for mileage when using personally owned vehicles (POV) for out-of-district authorized travel. The reimbursement rate will be the standard mileage rate for business travel as set by the IRS, and will be paid to the owner/operator of the POV. Mileage will not be reimbursed to passengers of POVs.

Out-of district mileage will be paid following such travel. Payments will be made upon approval of a submitted audit form (which will be used by all SAU #6 staff to ensure accurate record keeping for audits).

M. Daily Conference Meals Allowance

The District will reimburse administrators for lodging and meals, if applicable, when traveling out-of-district for school related business as authorized by the Superintendent of Schools or his/her designee. The District will use lodging and meal reimbursement rates as set by the U.S. General Services Administration. Receipts for lodging are required for reimbursement. Meal receipts are not required for reimbursement; however, administrators will be reimbursed only for those meals that normally fall within the time of travel.

N. Recertification

The District will pay for one recertification application per administrator during every three (3) year cycle. One recertification application could include multiple licenses.

VI. Agreement Distribution

Copies of this agreement will be printed and given to each member of the Administrators' Association.

VII. Evaluation

By September 15th of each year, each administrator shall develop in collaboration with the Superintendent, or his/her designee, his/her professional goals for the school year. The goals developed by the administrator may include areas for professional growth, the administrator's individual school goal(s), and/or district-wide goals. By March 1st or another mutually agreed-upon date, the administrator shall receive a summative evaluation as to his/her performance by appropriately certified personnel and be given a copy of said evaluation. The summative evaluation shall be based upon the annual goals established by the administrator and his/her job description. The administrator may attach a written response to the evaluation. A written evaluation shall follow visitations and be presented at a conference. A conference shall also follow the final written evaluation. When an administrator is noted to have deficiencies in performance, a plan of correction shall be mutually developed in which the Administrator shall be given an opportunity to correct deficiencies and improve in performance.

VIII. Dismissal

An administrator may be lawfully discharged in accordance with State statutes.

IX. Reduction-In-Force Policy

The Board will notify the administrator(s) being affected by a reduction in the administrative group as soon as the potential reduction is known. The affected administrator(s) will be notified of the potential reduction in writing and will be given the opportunity to discuss the reduction with the Superintendent of Schools. Such notification will take place prior to March 30th of the given year.

The Superintendent of Schools will consider the following in determining which staff will be subject to R.I.F.: performance, training, certification, seniority, and the needs of the district. Seniority will rule if all other factors are determined to be of equal or insignificant difference. Seniority is defined as length of service in the Claremont School District in administrative positions.

Administrators affected by reduction in force will be given every opportunity to apply and be considered for an appropriate teaching position which may become available. Those individuals who have prior teaching experience in the Claremont School District will have their seniority grandfathered for their actual teaching time. Individuals with such experience will be placed on the district's teaching seniority list on an annual basis as appropriate.

If an administrator's contract is not renewed because of reduction in force, that administrator's name will be placed on a recall list for a period of two years. If a position becomes available during that period, and the administrator is qualified to hold that position, the administrator will be notified in writing by registered mail sent to the last known address, at least 30 days prior to the anticipated date of re-employment.

In determining whether an administrator is recalled for reappointment, the Board will employ, in reverse order, the same criteria it established to determine layoff order.

SALARY INDEXING FOR ADMINISTRATORS

APPENDIX A

COMPUTING SALARIES: Salaries are computed by adding the appropriate indices plus one and multiplying this number by:

1. For principals, assistant principals, and career and technology director, the base salary;
2. For director of adult education, by 80% of the base salary,
3. For department chairs, by 80% of the base salary which includes ten (10) additional work days beyond the teacher contract. Work days (beyond the current teacher contract days plus 10 days) may be required of a Department Chair by the principal. Payment will be made upon authorization by the principal at a per diem rate as a department chair.
4. For the athletic director, by 90% of the base salary.

BASE SALARY FOR 2013-2014

\$72,754.

YEARS EXPERIENCE

(As Administrator)

| | |
|--------|------|
| 0 | .000 |
| 1 -2 | .010 |
| 3 - 5 | .015 |
| 6 - 8 | .025 |
| 9 - 11 | .030 |
| 12+ | .035 |

EDUCATIONAL DEGREE

(Certificate of Advanced Graduate Study)

| | |
|-----------|------|
| BA | .000 |
| MA | .015 |
| MA + 15 | .020 |
| MA + 30 | .025 |
| MA + 45 | .030 |
| MA + 60 | .035 |
| CAGS | .040 |
| PhD - EdD | .045 |

SIZE FACTOR

(principals only)

(Based on student

enrollment, number of staff,
number of programs and complexity)

| | | |
|-------|---------|------|
| K-5: | Bluff | .050 |
| | Disnard | .055 |
| | Maple | .080 |
| 6-8: | CMS | .080 |
| 9-12: | SHS | .155 |

ATHLETIC DIRECTOR FACTORS

Factors based on number of teams

| | |
|-------|------|
| 40-50 | .05 |
| 46-50 | .055 |
| 51-55 | .06 |
| 56-60 | .08 |
| 60+ | .085 |

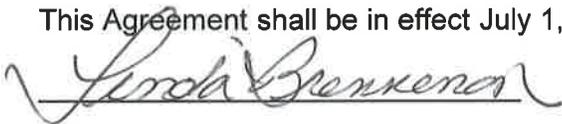
PHASE OUT SCHEDULE FOR SICK DAY BUY BACK BENEFIT

APPENDIX B

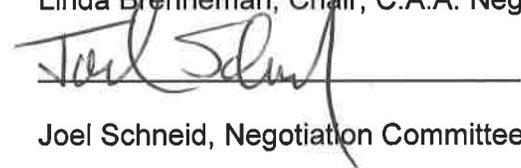
On January 8, 2013 the District eliminated the sick day buy back benefit. Administrators employed with the District on that date were eligible for the benefit in accordance with the phase out schedule below. Reimbursement is at the rate of \$100 per day multiplied by the percentage amount specified below. Administrators hired after January 8, 2013 are no longer eligible for this benefit.

- a. Administrators in their first year with the Claremont School District (CSD) - Not eligible for sick day buy back.
- b. Administrators with three years (3) or less in the CSD - Number of sick days accumulated as of January 8, 2013 multiplied by 25% x \$100.
- c. Administrators with four (4) or five (5) years in the CSD - Number of sick days accumulated as of January 8, 2013 multiplied by 50% x \$100.
- d. Administrators with six (6) or more years in the CSD - Number of sick days accumulated as of January 8, 2013 multiplied by 75% x \$100.

This Agreement shall be in effect July 1, 2013



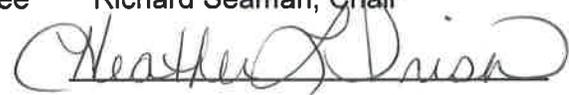
Linda Brennenman, Chair, C.A.A. Negotiation Committee



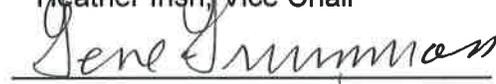
Joel Schneid, Negotiation Committee



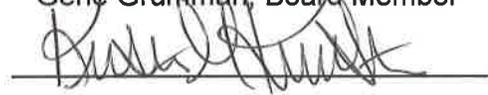
Richard Seaman, Chair



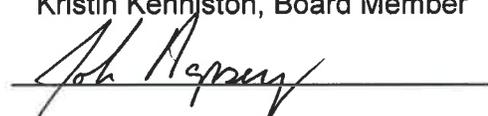
Heather Irish, Vice Chair



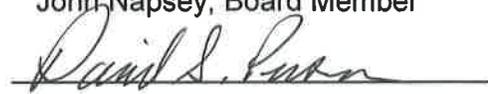
Gene Grunman, Board Member



Kristin Kenniston, Board Member



John Napsey, Board Member

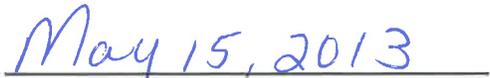


David Putnam, Board Member

Brian Rapp, Board Member



Date of Board Signatures


Date of C.A.A. Signatures