

AGREEMENT BETWEEN THE CONTOOCOOK VALLEY EDUCATION ASSOCIATION NEA - NH

AND

THE CONTOOCOOK VALLEY SCHOOL BOARD

JULY 1, 2011 THROUGH JUNE 30, 2015

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This Agreement entered into this first day of July, 2011, by and between the Contoocook Valley School Board of School Administrative Unit #1, hereinafter called the "Board", and the Contoocook Valley Education Association, hereinafter called the "Association".

ARTICLE 1

Recognition

1-1 For the purposes of collective negotiations as required under RSA 273-A, the Board recognizes the Contoocook Valley Education Association as the exclusive representative for full and part-time professional employees of the Contoocook Valley School District School Administrative Unit #1 including individuals employed by the Contoocook Valley School Board of School Administrative Unit #1 the qualifications for whose position are such as to require him or her to hold an appropriate credential issued by the State Board of Education under its regulation governing the certification of professional school personnel including paraprofessionals but excluding Superintendents, Assistant Superintendents, Principals, Assistant Principals, Teaching Principals, Business Administrators, and other persons employed by the State Board of Education and all other employees of the Board.

Full-time means any professional staff working 35 hours or more per week for the school year. The Association agrees to represent equally all such staff in the unit designated above without discrimination and without regard to membership in the Association. Employees working less than 35 hours as defined above shall not be entitled to economic benefits as prescribed under Article 6, with the exception of Article 6, Section 6-7, which benefits shall be available to all employees. Bargaining unit employees who were employed by the District on January 11, 2005 and eligible for benefits will continue to be eligible for all benefits of full time employees. No position shall be reduced in time so as to solely eliminate any benefits. Positions that are less than full time can be combined and if the total hours per week for the school year are 35 or more hours per week the employee can be eligible for benefits of a full time employee.

Full-time means any paraprofessional working 35 hours or more per week for the school year. The Association agrees to represent equally all such staff in the unit designated above without discrimination and without regard to membership in the Association. Employees working less than 35 hours as defined above shall not be entitled to economic benefits as prescribed under Article 6, with the exception of Article 6, Section 6-7, which benefits shall be available to all employees. Bargaining unit employees who were employed by the District on January 11, 2005 and eligible for benefits will continue to be eligible for all benefits of full time employees. No position shall be reduced in time so as to solely eliminate any benefits. Positions that are less than full time can be combined and if the total hours per week for the school year are 35 or more hours per week the employee can be eligible for benefits of a full time employee.

1-2 For the duration of this Agreement, the bargaining unit shall include those persons now or hereafter who, for a substantial portion of their time, perform the duties or functions of the employees included in the bargaining unit defined in Article 1, Section 1-1 of this Agreement.

1-3 Definitions:

1-3.1 The term "School", as used in this Agreement, means any work location or functional division maintained by the Board where instruction is offered to children enrolled in the Contoocook Valley School District of School Administrative Unit #1.

1-3.2 The term "Principal or Teaching Principal", as used in this Agreement, means the responsible administrative head of his/her respective school.

1-3.3 The term "professional staff", as used in this Agreement, means a person employed by the Board included in the unit defined in Article 1, Section 1-1 of this Agreement.

1-3.4 The term "Paraprofessional", as used in this Agreement, is defined as an instructional assistant or aide hired to support classroom instruction.

1-3.5 Effective 7/11/98, the kindergarten program will be such that teaching positions within the program will be considered part-time positions, designated as a .6 FTE (Full Time Equivalent). In the event that a kindergarten expands to a fulltime position (whether as a kindergarten or combined kindergarten – 1st grade) the position will be considered to be designated as the proportional FTE.

1-3.6 Wherever singular is used in this Agreement, it is to include the plural.

1-3.7.a For Professional Staff:

Seniority as used in this Agreement is defined as the total years of uninterrupted service to the District as a member of the bargaining unit while on continuing contract. Approved leaves of absence shall not result in loss of accrued seniority, nor shall the leave of absence time count toward accruing seniority. Part time employees shall accrue seniority on a pro-rata basis. Seniority as used in this Agreement shall be computed by referring to the date and time if necessary that the employee's signed and dated first continuing contract was received by the Superintendent's Office. In those cases where seniority is equal, job performance shall be considered. Seniority as a paraprofessional will not count toward seniority as a teacher. Seniority lists will be updated annually and a copy made available to any bargaining unit member upon request.

1-3.7.b For Paraprofessionals:

Seniority as used in this Agreement is defined as the total years of uninterrupted service to the District as a member of the bargaining unit as a paraprofessional. Approved leaves of absence shall not result in loss of accrued seniority, nor shall the leave of absence time count toward accruing seniority. Part time employees shall accrue seniority on a pro-rata basis. Seniority as used in this Agreement shall be computed by referring to the date and time if necessary that the employee's signed and dated first paraprofessional Statement of Employment was received by the Superintendent's Office. In those cases where seniority is equal, job performance shall be considered. The paraprofessional Statement of Employment is an annual agreement with no rights or consideration of tenure. Seniority as a teacher will not count toward seniority as a paraprofessional. Seniority lists will be updated annually and a copy made available to any bargaining unit member upon request.

1-3.8.a. Professional Staff member's work day: The Association and the District recognize that they have a joint responsibility to promote educational improvement and to provide the best possible opportunity to each and every student. Except as otherwise provided in this paragraph, the regularly scheduled work day for professional staff, associated with the Middle Schools and High School, shall extend 30 minutes beyond this instructional day. It is understood each school shall have a standard start and end time for professional staff as established by the building administrator. Except as otherwise provided in this paragraph, the regularly scheduled work day for professional staff, associated with the Elementary Schools, shall extend 60 (sixty) minutes beyond the instructional day. It is understood each school shall have a standard start and end time for professional staff as established by the building administration. The professional responsibilities of the employee may require him or her to perform certain obligations for the benefit of students, parents, and the school. These include, but are not limited to, attending faculty meetings, departmental meetings, meetings regarding individual students, open houses, performing and visual arts events, academic presentations, awards nights, or serving on building or district committees. While all professional staff are expected to meet these obligations within, as reasonable extensions of, or outside the normal workday, it is understood that the professional responsibilities will not be so frequent in number or duration as to be considered part of the normal workday. Evening responsibilities, exclusive of stipend assignments, shall not exceed five (5) a year. The District will not require additional time worked beyond the overall workday, its reasonable extensions or outside activities as noted in this paragraph. The impact of any extension of the instructional day will be negotiated in accordance with RSA 273-A.

1-3.8.b. It is understood that the regularly scheduled work day for professional staff at the schools will not exceed seven (7) hours and fifteen (15) minutes.

1-3.8.c. It is understood that professional staff may be offered schedules at staggered starting and ending times at the school to which they are assigned to facilitate student opportunities. Staggered schedules which alter the regularly scheduled work day of the teacher in a given school shall be voluntary. Employees who voluntarily accept staggered schedules shall not be required to exceed the regularly scheduled work day. The Association shall be notified of any plan to implement staggered schedules and there shall be no coercion against employees who do not voluntarily accept such assignments.

1-3.8.d Paraprofessional's work day. The paraprofessional is an hourly paid employee. A 1.0 FTE paraprofessional works 7.25 hour per day, 5 days per week, and 185 days (five (5) days of which are typically for Professional development) per school year. The paraprofessionals' daily work schedule is set by the Building Administrator.

1-3.8.e The paraprofessional is an hourly paid employee. A 1.0 FTE paraprofessional works 7.25 hours per day, 5 days a week, in a school year comprised of 185 days. The paraprofessional's daily work schedule is set by the building administrator. If a paraprofessional and principal/supervisor mutually agree to additional hours of work, such hours will be compensated on the following basis:

1. Up to and including forty (40) hours per week will be at the paraprofessional's normal hourly rate
2. Over forty (40) hours per week will be compensated at one and one-half (1 ½) times the normal hourly rate consistent with the requirements of the Fair Labor Standards Act and the New Hampshire Department of Labor

ARTICLE 2

Negotiations Process

2-1.1 For as long as the District is bound by RSA 40:13, on or before September 1 of the appropriate year, the Association shall present to the Board a letter of intent to enter into collective bargaining as required by RSA 273-A. On or before September 15, the parties agree to enter into negotiations in good faith effort to reach agreement. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. The Board shall make a good faith effort to secure the funds necessary to implement said agreement.

If such funds are not forthcoming, the Board and the Association shall resume negotiations as required by RSA 273-A if affected thereby, in accordance with the provisions of the agreement. Should the District no longer be bound by Senate Bill 2, then timelines in RSA 273-A shall apply.

2-2.1 If by 90 days prior to the budget submission date, the parties fail to reach agreement on any matters which are the subject of negotiation; either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association (AAA), or by mutual agreement, the Public Employee Labor Relations Board (PELRB) to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The AAA or PELRB will, upon receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties or their representative, or both, forthwith, either jointly or separately, and will take such other steps as she/he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The cost for the services of the mediator, including, if any, per diem expenses, will be

shared equally by the Board and the Association.

2-2.2 If the mediator is unable to effect settlement of the controversy within fifteen (15) school days within the school year and fifteen (15) calendar days outside the school year after his/her being appointed, or resolution of negotiation matters has not been achieved by 50 days prior to the Budget Submission Date, either party may, by written notification to the other, request that their differences be subjected to fact-finding.

Either party may request the AAA or PELRB to designate a fact-finder. The AAA or PELRB will, upon receipt of such request, designate a fact-finder in accordance with rules and procedures prescribed by it for making such designation. The fact-finder so designated will not, without the consent of both parties, be the same person who was appointed mediator pursuant to Section 2-2.1.

ARTICLE 3

Grievance Procedure

3-1 Definition

3-1.1 A "Grievance" shall mean a claim by the bargaining unit member that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this Agreement governing said employees, except a grievance shall not be:

a. A claim of a non-continuing contract professional staff member which arises by reason of his/her not being re-employed; or

b. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone as defined by State Statute or by the Powers and Duties of School Boards as defined by the State Board of Education.

3-1.2 The Board agrees to allow grievances to be filed under the following provisions through the Board level. The Board does not agree to binding arbitration on the following provision:

Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education.

A grievance to be considered under this procedure must be initiated in writing by the employee within fifteen (15) school days, but no more than 21 calendar days, of the grievable action or when the grievant knew of its occurrence.

3-2 Procedure

3-2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

3-3 It is understood that any grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

3-4 Any grievant shall discuss it first with his/her principal (or immediate supervisor or department head/teaching principal if applicable) in an attempt to resolve the matter informally at that level, who shall

give his/her decision within five (5) school days.

3-5 The grievant, no later than five (5) school days after the receipt of the decision of the immediate supervisor, may appeal the decision of the immediate supervisor to the Principal, or to the Superintendent if the immediate supervisor is the Principal. The appeal to the immediate supervisor, to the Principal, or to the Superintendent must be made in writing on the form attached in Appendix C.

The Superintendent or the Principal shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent or the Principal shall communicate his/her decision in writing to the grievant, to the Association and to the Principal or other immediate supervisor.

3-6 If the Principal is involved in 3-5, the next step is the Superintendent and the same time limits prevail.

3-7 If the grievance is not resolved to the grievant's satisfaction, she/he, no later than seven (7) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. A committee of at least three members of the Board shall hold a hearing with the grievant, render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) school days of the date of the hearing. The hearing shall be held no later than thirty-five (35) school days after the receipt of the appeal.

3-8 If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and she/he wishes a review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise in writing the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision.

3-9 The following procedure shall be used to secure the services of an arbitrator.

a. Either party may request the AAA to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the AAA to submit a second roster of names.

c. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) school days of either the initial or second request for an arbitrator, the AAA may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. She/he can add nothing to nor subtract anything from the Agreement between the parties, or any policy of the Board. The recommendations of the arbitrator shall be binding.

3-10 Rights of Bargaining Unit Member to Representation

3-10.1 A grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by the Association or by a representative selected or approved by the Association.

3-11 When a grievant is not represented by the Association in the processing of a grievance, the

Association shall at the time of submission of the grievance in writing to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence. The Association may be present and present its views in writing.

3-12 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 shared equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

3-13 All documents, communications and records dealing with the processing of a grievance may be filed; provided, however, that such documents, communications, or records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed to any prospective employer nor the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the grievant.

3-14 Grievance Report Form (See Appendix C)

ARTICLE 4

Peaceful Resolution of Differences

4-1 The Association and the Board agree that any differences between the parties on matters relative to the Agreement, including grievances, arbitration and negotiations, shall be settled by the means herein provided. The Association, in consideration, shall not, during the term of this Agreement, engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Board sponsor any lockout.

ARTICLE 5

Leaves of Absence

5-1 Sick and Personal Leave

5-1.1 Bargaining unit members will be entitled to eleven (11) days of sick/personal leave each school year for personal reasons or illness or injury. For purposes of this paragraph, sick/personal leave may be taken due to personal reasons, illness or injury of the bargaining unit member or for the care of the bargaining unit member's ill or injured spouse, children or parents.

For bargaining unit members who begins his/her work at the beginning of the work year, shall start the year with six (6) sick/personal leave days, and accrue one half (1/2) a day, on the first work day of the month, for 10 months.

Unused sick/personal days may accrue from year to year up to a maximum of 105 days.

For bargaining unit member who begins his/her work at any other time than at the beginning of the work year, the sick/personal leave entitlement shall be allocated based on the following formula:

Prorated sick/personal leave days shall be rounded off to the nearest full day or half day =
$$\frac{\text{Number of work days remaining} \times 11}{185}$$

Bargaining unit members who are eligible for prorated sick/personal leave, shall accrue one half (1/2) day, on the first work day of each remaining work month, with the remaining balance of the prorated amount being accrued on their first work day.

If the bargaining unit member is absent because of personal illness or injury, or caring for their ill or injured spouse, children or parents, for three or more work days, he/she must submit a medical certificate if requested to do so. Administrative approval is required when the sick/personal leave time is for an emergency or other necessity.

Of the days allowed for sick and personal leave, two (2) days of sick/personal leave may be used for undisclosed personal reasons provided that the bargaining unit member obtains the approval of his/her supervising principal. A principal may withhold permission only if, in his/her opinion, granting such permission would be detrimental to the functioning of the school. No undisclosed personal days may be taken on workshop days, during the first or last five school days, or contiguous with school vacation periods or student holidays. No days may accumulate from year to year as undisclosed personal days.

If, in the case of personal illness or injury, a bargaining unit member has completely exhausted his/her accrued sick/personal leave, he/she will be paid at his/her normal daily pay rate for additional days absent (known as intermediate sick leave) up to such time as Long Term Disability commences or the cessation of the disability, whichever occurs first. The combination of paid sick/personal leave and intermediate sick leave will not exceed ninety (90) calendar days (minus accrued sick days) for a single occurrence of illness. All additional days paid (intermediate sick leave) will generate a negative sick/personal leave balance for the professional staff member or paraprofessional. This negative balance will be reduced as the professional staff member or paraprofessional accrues future sick/personal time. Once the negative balance has been reduced to zero, the professional staff member or paraprofessional will begin to accrue a positive balance of sick/personal leave. At the end of each school year, the bargaining unit member, at the employee's discretion, may reimburse the district for a negative balance at their daily pay rate for the absences occurrence.

The parties agree that all bargaining unit members who hold a "negative balance" will be held harmless for repayment of the days. Each employee will start the 7/1/11 contract year with zero days and accrue days in accordance with the collective bargaining agreement and does not establish a precedent.

Any bargaining unit member having a negative sick/personal leave balance and being approved to be absent from work for personal or family illness or injury reasons may take the time off, only as unpaid time.

A bargaining unit member who has given proper notice of retirement* which has been accepted by the Board, and is eligible for the Retirement Buy-Back Plan (Article 6.5); authorized absences incurred during the final year of employment in the District will not be deducted from the total accumulated sick/personal leave balance. This condition applies unless the profession staff member or paraprofessional is reducing a negative balance and then any accrued time will be applied to the negative balance. Once the negative balance has been reduced to zero, any positive balance of sick/personal leave will be eligible for the Buy Back plan.

*(Notification of intent to retire shall be made in writing to the Superintendent on or before January 1 of the calendar year preceding retirement. Example: If retirement is planned for July 1, 2004, notification must be made by January 1, 2003.)

A professional staff member or para-professional, upon ending employment, and having a negative sick/personal leave balance, will reimburse the School District for the dollar amount equivalent to the negative balance.

5-1.2 Non-Cumulative Day

Each bargaining unit member shall be eligible for one (1) non-cumulative day with full pay for any of the following matters which require absence during the school day; i.e. absence for personal or legal business, household or family matters which cannot be accomplished outside the normal school day. Any request shall state the general reasons for the absence. The non-cumulative day shall not be used to extend a holiday or vacation. Unused non-cumulative days will not carry over to the next school year.

5-1.3 Substitutes

All reasonable efforts will be made to obtain substitutes for bargaining unit members who are absent, and require a substitute. The failure to secure a substitute shall have no bearing on sick/personal leave provisions and payments.

5-1.4 Terminal Illness

A bargaining unit member who contracts a terminal illness with medical documentation shall be granted Medical leave of absence and continue to be eligible for all current benefits. The District shall continue to pay the district's portion of the bargaining unit member's health benefits for a period of not more than one year from the date that the member exhausts his/her sick/personal leave benefits or becomes covered by the Long Term Disability Plan, whichever is longer.

5-2 Family and Medical Leave

Eligible employees are entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3, and all subsequent amendments thereto. A complete copy of the Family and Medical Leave Act of 1993 and any subsequent amendments may be obtained through the Superintendent's Office.

5-3 Military Leave

5-3.1 Military leave without pay or any other benefits shall be granted to any employee as mandated by state or federal law.

5-3.2 A bargaining unit member required by official orders to attend National Guard, or other military reserve duty, during the school year, shall receive pay for such period (not to exceed two (2) weeks) equal to his/her regular gross pay, less the amount he/she received from the military for said required temporary service. The bargaining unit member shall make reasonable provisions, but no higher than the local unit commander, to request training that does not conflict with the work year.

5-4 Other Leaves of Absence

5-4.1 General Provisions

Unless otherwise specified, the following provisions shall apply to all leaves of absence described in this section 5-4:

a. All requests for leave of absence shall be in writing, shall be acted upon in writing, and shall not be modified except in writing. Requests for leave of absence or extensions or renewals shall be granted at the sole discretion of the Board upon the recommendation of the Superintendent.

b. A bargaining unit member requesting a leave of absence shall apply for said leave on or before February 1 of the year prior to the school year for which the leave is sought.

c. The leave shall be without pay or benefits. Medical and Dental insurance may continue at the bargaining unit members' choice with the understanding that the employee will be responsible for the full premium cost.

d. The granting of such leave shall in no way cause a loss of seniority accrued prior to said leave. However, no seniority shall accrue during the leave.

- e. The bargaining unit member shall notify the Board in writing on or before February 1 of his/her intent to return to the District at the beginning of the following school year. Failure of the employee to so notify the Board shall relieve the Board and the District of any further employment obligations with the employee.
- f. The employee may return to the District as a bargaining unit member if he/she has pursued the purpose or educational program for which the leave was granted.

g. It is the intent of the Board to reinstate the bargaining unit member on leave of absence to his/her former position, following consultation with the Superintendent, if the former position still exists, and if in the opinion of the Superintendent and Board, it is in the educational interests of the District to do so. Further, it is the intent of the Board to reinstate the employee on leave to a position for which he/she is certified.

h. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick/personal leave and accrued seniority, shall be restored to him/her upon his/her return, if legally permissible.

5-4.2 Leave to Join Peace Corps, Vista or National Teacher Corps

A leave of absence for a period not to exceed two (2) years may be granted to professional staff member on continuing contract who joins the Peace Corps, Vista or National Teacher Corps. A request for such a leave shall not be denied unreasonably. Upon return from such leave, a professional staff member who while on leave served in a teaching capacity shall be assigned a salary at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

5-4.3 Leave to Serve New Hampshire Education Association

A leave of absence for a period not to exceed two (2) years shall be granted to a bargaining unit member for the purpose of serving the New Hampshire Educational Association in the capacity of President, Uni-Serv Representative, or a Staff Development Committee member. No more than two (2) persons in any one (1) school year shall be granted a leave of absence under this provision.

5-4.4 Leave to Pursue Education

A bargaining unit member may apply for a leave of absence to pursue further education or other professional growth, which may be approved at the sole discretion of the Board.

5-4.5 One Year Leave

A bargaining unit member may apply for a leave of absence not to exceed one (1) school year, which may be approved at the sole discretion of the Board. The approval or denial of a request for such a leave shall not be subject to the grievance procedure.

5-4.6 Leave for CVEA President

Six (6) one-half days of paid leave each school year will be available to the President of the Education Association or his/her designee to be used within the District for working with members of the bargaining unit who may have grievances as defined in Article 3 of the Master Agreement.

At the President's discretion up to three (3) full days of this leave may be used for Association business other than grievances.

5-5 Sabbatical Leave

a. The board hereby recognizes the inherent value of a Sabbatical Leave Program and acknowledges that such a program is a viable function of the Professional Development Committee. A Sabbatical leave shall be granted at the sole discretion of the Board upon the recommendation of the Superintendent.

5-6 Bereavement Leave

Up to 3 days bereavement leave during the school year shall be granted with pay to a bargaining unit member who requests such leave for each occurrence of a death in his/her immediate family. "Immediate Family" shall mean parents, parent's in-law, spouse, or child.

One day bereavement leave during the school year shall be granted with pay to a bargaining unit member who requests such leave for each occurrence of a death of their sibling, grandparents, grandchildren, aunts/uncles, child's spouse, brother or sister's spouse, and spouse's brother/sister and children.

Additional days may be granted at the discretion of the superintendent (or his/her designee). Unused bereavement leave may not be carried over to the succeeding school years.

ARTICLE 6

Benefits

Benefits outlined in Article 6 shall become available to eligible bargaining unit members in conformity with the School Board's current practice but in no event later than the first day of the month following the date of hire. Benefits outlined in Article 6 shall be terminated in conformity with the School Board's current practice but in no event later than the first day of the month following the date of termination.

6-1 Medical Insurance

6-1.1a The Board shall provide a health benefit plan for members of the bargaining unit. The schedule of benefits will be substantially comparable to the medical, hospital, and other benefits presently offered by Blue Cross / Blue Shield, "Matthew Thornton Plan with \$250 inpatient deductible" and drug plan RX 10,20,30 (MTB10). The District obligation will be for 95% for school year 2011-2012; 94% for school year 2012-2013; 92.5% for school year 2013-2014; and 91% for school year 2014-2015 of the cost of the MTB10 plan or its replacement in accordance with the provision of paragraphs 6-1.1a and 6-1.1b.

6-1.1b There shall be a Request for Proposal (RFP) committee comprised of three (3) representatives from the CVEA: the union president or designee, one member from the negotiating team, and one from the NEANH (such as the UniServe director, attorney, or benefits expert), and three (3) representatives for the school board. The committee will prepare the requirements for the RFP that would be sent to prospective Insurance providers, to solicit bids for Insurance coverage. They will also review the results and select those proposals that provide an equivalent or broader medical insurance coverage required by the RFP. The review process is binding. The school Board reserves the right, at its sole discretion, to accept or decline any bid, found to be compliant with the RFP regardless of the change to provider and/or plans.

The District shall adjust the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the minimum affordable health care requirements set forth in §1401 the Patient Protection and Affordable Care Act ("PPACA"), as amended by the Health Care and Education Act of 2010 ("Reconciliation Act"), and any applicable rules promulgated pursuant to that Section.

6-1.2 Any bargaining unit member may choose a different level of coverage offered by the selected

carrier, but any additional cost, above the District's contribution as stated in 6-1.1 will be the responsibility of the bargaining unit member.

6-1.3 Bargaining unit members who are employed for twenty (20) or more but less than thirty (30) hours per week may purchase medical insurance on a prorated basis. Bargaining unit members who are employed-for more than 18 hours per week or less than 20 hours per week may purchase the health insurance offered by the District at the member's own expense. Bargaining unit members, who are employed on or before July 1, 2005 by the District and eligible for benefits, will continue to be eligible for all benefits of full time bargaining unit member. No position shall be reduced in time so as to solely eliminate any benefits. Positions that are less than full time can be combined to make the bargaining unit member eligible for full benefits.

6-1.4 The district will be responsible for health premiums of the Comp100 plan, for married couples who are both employed by the District and are eligible under the provisions outlined in Article 1.1.

If the bargaining unit member chooses the MTB10 plan they will be included in the medical buyout program and count in the required changeover numbers.

6-1.5 Employees who are eligible for health insurance and elect not to receive the district health insurance for a fiscal year and can provide proof of alternative group insurance coverage and remained employed by the district for that year shall receive 25% of the amount equal to the medical insurance benefit they are entitled. The buy back shall be paid in quarterly, commencing September 30th. If a person rejoins the district medical plan under a qualifying event, they will owe the district for any un-earned buy back payments.

To implement the buy back program 15 currently insured employees or more, must elect the buy back option in 2011-2012. In years 2 - 4 of the contract 10 must elect or continue to elect the buy back option. If by end of the first year the buy back participants have dropped below 15 or if in years 2 - 4 below 10 the school board may choose to discontinue to offer the buy back for the balance of the contract by notifying the CVEA by June 1st.

The Buy-out amount shall not be payable to (or, if already paid, must be immediately repaid to the District by) an employee who has enrolled in a qualified health plan for which a premium tax credit, cost sharing reduction or other subsidy is allowed or paid for the employee, with the result that the District is subject to an assessable payment for that employee.

6-2 Life Insurance

6-2.1 The Board shall provide fifty thousand dollars (\$50,000) of group term life insurance with accidental death and dismemberment coverage (double indemnity) for employed members of the bargaining unit or those with authorized leaves of absence.

6-3 Disability Insurance

6-3.1 The Board shall provide long-term disability insurance coverage to bargaining unit members with premiums paid by the District.

Benefits will be as follows:

Monthly Benefit - 66.67% of their annual wages less
customary offsets Maximum monthly benefit - Five Thousand
Dollars (\$5,000)

Coverage will start after 90 consecutive calendar days of disability.

6-4 Recertification Reimbursement

6-4.1 The District shall initially pay the New Hampshire State processing fee for a bargaining unit member's criminal records check. The District shall reimburse employees for recertification or licensing fees when a copy of the recertification or relicensing is received by the District's Human Resource office.

6-5 Retirement Buy Back Plan

6-5.1 If at the time of voluntary retirement from the District bargaining unit member who has at least 10 years of consecutive regular employment within the District and is either (1) eligible for retirement benefits under the New Hampshire Retirement system or (2) eligible for social security disability benefits, the District shall pay that employee for accrued and unused balance of sick/personal leave (not to exceed 90 days) at the rate specified below: (Regular employment can be full or part-time, and will not include positions such as but not limited to: tutors, substitutes, coaches, club or activity advisors, summer hires, contracted services, or any position paid by stipend or under temporary arrangement.)

Total years of employment with the District:

- * 10-19 - 30% of the most recent per diem pay rate
- * 20-24 - 60% of the most recent per diem pay rate
- * 25-29 - 82% of the most recent per diem pay rate
- * 30+ - 100% of the most recent per diem pay rate

Notification of intent to retire shall be made in writing to the Superintendent on or before January 1 of the calendar year preceding retirement. Example: If retirement is planned for July 1, 2004, notification must be made by January 1, 2003.

Notification of intent to retire that reaches the Superintendent after January 1, as stated above due to extenuating circumstances, shall result in the employee receiving the benefits of this article as severance pay in the first manifest of the following fiscal year.

6-6 Dental Insurance

The Board shall provide Dental Insurance coverage under the Renewal Option 1.1 or on an equivalent schedule, for employees. Coverage will be as follows:

- Coverage A 100%
- Coverage B 80%
- Coverage C 50%
- Coverage D 50%

Maximum benefit per year per person \$1500. Orthodontic lifetime benefit: \$1,000.

The District will pay 100% of the premium cost for the eligible employee. An employee may apply

his/her individual amount of premium toward the purchase of additional coverage. Additional costs for coverage for employee's dependent(s) are to be paid solely by the employee.

6-7 Tuition and Staff Development Reimbursement

6-7.1 Tuition Reimbursement Fund

A. The District shall budget an amount each year for course tuition reimbursement for bargaining unit members. The amount budgeted in each fiscal year of the contract shall equal \$200.00 times the number of full time equivalents (FTE) as of February 1 of the prior year.

B. Advance payment for course tuition shall be provided by the District, if requested. However, the District may withhold from the bargaining unit members final paycheck, an amount equal to the advance payment, if the employee does not complete the course within a grade of "C" or better; or pass in pass/fail standard.

C. Bargaining unit members shall receive advance payment or be reimbursed for their actual cost for the cost of up to four (4) graduate course credit hours at the University of New Hampshire rate. In the event that additional funds remain in the tuition reimbursement fund after April 1, bargaining unit members may apply for advance payment or reimbursement on a first come, first serve basis if they had additional qualified professional development costs.

6-7.2 Professional Development Fund

The District shall budget an amount each year for Professional Development Funds for employees. The amount budgeted for the 2011-2012 school year shall equal 200.00 times the number of full time equivalents (FTE) as of February 1. This amount shall increase by \$5.00 in each of the subsequent years.

6-7.3 Approval for course tuition and professional development reimbursement must be obtained from the Professional Development Committee. The granting of a request for funds shall be in accordance with the provisions of the Professional Development Master Agreement and with written goals developed by each school or department at the beginning of each school year.

6-7.4 Tuition reimbursement and professional development funds shall be available only to qualified employees.

6-7.5 Funds may be shifted between the tuition reimbursement account and the professional development account at the discretion of the Professional Development Committee.

6-7.6 Administrative costs, such as clerical costs, and substitute fees, shall not be paid from either the tuition reimbursement fund or the Professional development fund.

6-7.7 Substitute Fund

a. The District shall budget an amount each year for substitutes necessary in connection with professional development activities. The amount budgeted shall equal \$80.00 times the number of full time equivalents (FTE) as of February 1.

b. Funds in the substitute account shall be monitored by the Professional Development Committee. Said funds shall not be transferred to either the tuition reimbursement account or the Professional Development account, or vice versa.

c. The total amount of the substitute funds budgeted for a contract year shall be allocated using the

following formula: Group FTE divided by Total FTE. There are three (3) groups designated for the distribution of the substitute fund, namely: 1. High School; 2. Middle Schools; 3. Elementary Schools. A bargaining unit member may access only the substitute funds available for the group to which he/she is assigned.

d. Each bargaining unit member who is working 0.6 FTE or more of full time shall be guaranteed one full day substitute per contract year. Bargaining unit members working .50 to .59 of full time shall be guaranteed one-half day substitute per contract year.

e. In each group set forth in Section 6-7.7c, funds not necessary to pay for guaranteed substitute days shall constitute a pool, accessible to employees of that group only.

f. Bargaining unit member may voluntarily contribute his/her guaranteed substitute day to the pool for his/her group.

g. The use of the funds from the pool for additional days shall be on a first come first served basis, in accordance with procedures established by the Professional Development Committee.

6-8 Curriculum Work

6-8.1 Professional Staff

Curriculum work, performed during non-contract days, shall be compensated for working at a rate equal to the average hourly rate of the professional staff as established on July 1 of each year.

6-8.2 Paraprofessional Staff

Curriculum work, performed during non-contract days, shall be compensated for working at a rate equal to the average hourly rate of the paraprofessional staff as established on July 1 of each year.

6-9 Health Care Reimbursement Plan

Eligible employees may participate in a Health Care Reimbursement Plan as provided by the Board under Internal Revenue Code Section 125 for reimbursable health care expenses.

6-10 Dependent Care Reimbursement Plan:

Eligible bargaining unit members may participate in a Dependent Care Reimbursement Plan as provided by the Board under Internal Revenue Code Section 129 for reimbursable health care expenses.

6-11 Upon the school board's approval, children of employees who are not district residents, will be permitted to attend a school in the ConVal district at a reduced tuition so that ConVal's share of that student's costs will not exceed 2/3 of ConVal's per student costs for the previous school year. The board's decision regarding admittance is non-grievable.

6-12 Early Retirement Stipend

Any full time employee who has had at least fifteen (15) years of full-time service (a fifteen (15) year average of 80% time or greater) as a professional staff member in the ConVal School District on June 30th of the final year of employment may apply for early retirement stipend in accordance with the following provisions:

a. On or before December 1 of the year early retirement, a professional staff member must submit to the Superintendent's Office a written notice of intent to retire.

- b. The amount of the early retirement stipend shall be: one percent (1%) of the professional staff member's current salary multiplied by the number of years of consecutive full time employment in the district immediately prior to the retirement date, but in no case shall more than twenty five years of service be used in the calculation.
- c. Payment of said stipend will be made over a period of two years following retirement date.
- d. Professional staff receiving the early retirement stipend shall not be eligible for the retirement benefit in article 6-5 above.
- e. The final approval of an early retirement stipend is at the discretion of the Board.
- f. Upon the death of a professional staff who is receiving payments under this plan, the payments shall thereafter be made to the designated beneficiary of the deceased professional staff member.
- g. Notice of intent may be withdrawn if written notice is received by the district on or before December of the fiscal year preceding the retirement.
- h. If early retirement is applied for, the Board guarantees to grant at least one early retirement each year, during the term of this contract.

6-13 Survivor's Benefits

Health insurance benefits will be maintained for the survivors of an employee for a period up to 12 months after his/her death at a benefit level deemed comparable to the last plan the employee had selected and appropriate to the family size and composition of the employee's survivors.

ARTICLE 7

Salaries

7-1 Professional Staff

7-1.1 Salary Schedule

The salary schedule for professional staff will be set forth in Appendix A

7-1.2 Work Year: 180 school days and seven (7) other days for professional, program and curriculum development plus one (1) day for new employees

One day before the first day of school will be used by professional staff for classroom preparation and/or individual curriculum development preparation; others will be used by professional staff for curriculum and program development as directed by the Superintendent.

7-1.3 No one shall be hired into the District for a higher salary than those presently working in the District with comparable experience and credentials, except as provided for in 7-1.4 3 e , 7-2.3 A e., and 7-2.3 B

7-1.4 Administrative Procedure to Establish Experience for Placing New Professional Staff on the Salary Schedule.

1. New professional staff who are required by the Board and the State of New Hampshire to hold a credential for a Board approved position as a "teacher" will be placed on the salary schedule.
2. The Board will determine all "teaching" positions.

3. A newly hired professional staff will receive experience toward the salary schedule for the following:
 - a. Teaching under contract for a state certified public or private institution.
 - b. One year on the District salary schedule requires a minimum of one hundred days during a school year.
 - c. Contracted non-teaching positions acquire experience using the same guidelines in (a & b) substituting position (i.e. guidance, media, nurses, etc.) for teaching.
 - d. Vocational teachers will acquire experience using the same guidelines in (a & b) and will be awarded work-related experience as per required for state certification.
 - e. New professional staff without prior work experience will be placed on the first step of the salary schedule; all other professional staff will be placed on the salary schedule where their years of experience are equal years of experience of current employees.
 - f. After a candidate is selected, the superintendent may award additional experience for initial placement on the salary schedule.
4. With the exception of those professional staff members currently on the BA+45 track, the column is closed.

7-1.5 Administrative Procedure for Placing Paraprofessionals on the Professional Staff Salary Schedule

Paraprofessionals will be given one (1) year of credit for teaching experience for every two (2) years of full time employment as a paraprofessional.

7-2.1 Hourly Rate Schedule

The hourly rate schedule for paraprofessionals is set forth in Appendix B.

Certified — Paraprofessionals with certification

Non-Certified - Paraprofessionals without certification

7-2.2 Work Year:

180 school days plus five (5) other days and one (1) day for new employees.

Additional workdays may be available at the discretion of the Superintendent, as the needs arise.

7-2.3 Experience Guide for Paraprofessionals

One year's experience may be gained by full time employment (35 hrs. per week) for ten months up to 12 months in a related field.

Related Fields:

- a. public or private school teaching
- b. day care centers assistant

- c. librarian or library assistant
- d. instructional assistant in another school district.
- e. after a candidate is selected, the superintendent may award additional experience for initial placement on the hourly rate schedule.

One year's experience may be gained by full employment (35 hrs. per week) for 20-24 months in a secretarial/clerk related field.

Secretarial/clerk related field

- a. Secretary/Administrative Assistant
- b. Clerk Typist
- c. Non-instructional aide

After a candidate is selected, the superintendent may award additional experience for initial placement on the hourly rate schedule.

7-3 Coaches and Co-Curricula Activities

7-3.1 Remuneration for employees for approved interscholastic, non-interscholastic coaching positions and co-curricular activities will be based upon the first Lane and Step of the current professional staff salary schedule set out in Appendix E.

7-3.2 Individuals dividing the extra-curricula duties will be compensated so that the total wage shall be divided among those individuals. The Board retains the right to not fill any positions. If new positions are created, the. Initial compensation shall be set by the Superintendent.

7-3.3 On or about October 1 of each year, each principal or designee will compile a list of proposed co-curricula activities (clubs, sports, etc.) to be submitted as part of the normal budget building process. Employees are encouraged to notify the appropriate principal regarding their suggestions for co-curricula activity additions. From the proposed lists of co-curricula activities, the Superintendent will compile a list of approved activities to be incorporated with the annual budget. The Superintendent will have the authority to add activities or delete activities from the list at anytime during the contract year.

7-3.4 See Appendix

7-4 Supplementary Pay Check

There will be a supplementary regular check issued in the first pay period in December and in the first pay period in March for bargaining unit members choosing to receive twenty-six (26) payments. Bargaining unit members shall have the option of electing to receive their contract/work agreement amount in twenty-one (21) or twenty-six (26) payments.

7-5 Lead Teachers and Department Leaders

A lead teacher or department leader or teacher in charge will be recommended by the principal and approved by the Superintendent. Compensation: for lead teacher and department leaders will be \$4,500 in addition to his/her regular annual salary for each year in the position. Compensation: for teacher in charge will be \$1,500 in addition to his/her regular annual salary for each year in the position. Beginning in 2012 the compensation for teacher in charge will be \$2000.00 in addition to his/her regular annual salary for each year

in the position.

ARTICLE 8

Rights of the Parties

8-1 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, (a) to direct employees of the District, (b) to hire, promote, demote, assign, and retain bargaining unit members in positions with the District, and to suspend, discharge, or take other disciplinary action against bargaining unit members, (c) to relieve bargaining unit members from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the District operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the District in situations of emergency.

8-2 There shall be no reprisals by either the Board or the Association against any bargaining unit members by reason of his/her membership or lack of membership in the Association of participation or lack of participation in its lawful activities, nor shall reprisals be taken against an employee as a result of his/her participation in the negotiation, grievance or arbitration procedure provided by this Agreement. The Board shall not discriminate on the basis of Association membership or activity.

8-3 Agendas and minutes of Board meetings will be sent to the President of the Association when they are made available to the Board members.

8-3.1 The Board agrees to provide the Association with any non-confidential information necessary for the Association to formulate programs or process grievances under this Agreement. The Association agrees to provide the Board with reasonable time to produce the requested information.

8-4 Rights of the Parties

Those bargaining unit members so designated by the Association shall be permitted to place notices, circulars and other materials in the bargaining unit members mailboxes including school email.

8-5 For so long as the Association legally represents, for the purposes of collective negotiations, the members of the bargaining unit, the Board agrees not to negotiate with any employees' group other than the Association. Provided, however, that this shall not prevent the Board from communicating or consulting with any individual employee or group of employees from any purpose the Board shall deem desirable in the discharge of its responsibilities.

8-6 The Board agrees to provide copies of this Agreement to all employees.

8-7.1 The Superintendent will form a calendar committee comprised of a board member, President of the Association, teachers representing elementary, middle, and high school levels, a representative from the Applied Technology Center, an athletic director, a representative from each of the sending school districts, and members of the community at large. This committee, chaired by the Superintendent, will develop the school calendar based on input from these constituent groups present. Final determination of the school calendar is at the discretion of school board.

8-7.2 After adoption of the school calendar, if any revision thereof is made as a result of Board or other legal action without at least ninety (90) calendar days by the School Board prior notice to the Association, and if such revision results in personal or financial hardship to any employee, the Superintendent, in his/her sole discretion, may allow such employee leave under the provisions of Article 5 of this Agreement. The decision of the Superintendent in allowing or not allowing leave shall not be the subject of a grievance or of the grievance procedure as defined and set forth in Article 3 of this Agreement. In no event shall leave be

granted by reason of extension of the school calendar at the end of the school year in order to complete the days as specified in 7-1.2. The employee work year shall be scheduled between August 25 and June 30. The work year for new employees may begin within two weekdays of August 25.

8-7.3 The Board may unilaterally extend the school year should an emergency situation arise.

8-8 The Board will make every effort to provide teachers with a duty-free lunch and an unencumbered duty-free planning period. The Board will make every effort to provide paraprofessionals with a duty-free lunch.

8-9 Printout

The parties hereby agree that the Board shall also provide, at the time it issues individual professional staff contracts or paraprofessional statements of employment to each bargaining unit member for the following school year, the following information where applicable, to the employee:

1. Current lane and step on the salary/wage schedule
2. Date of employment
3. Expiration date of certification
4. Statement of insurance coverage
5. Professional units earned for salary schedule
6. Number of accrued sick days.

The following statement shall be included on the cover sheet:

The bargaining unit member must notify the District of any disagreement with the above information within ten (10) school days of receipt of this document. If no such notification is received within the specified time, the printout shall be deemed accurate and the employee shall be bound to it for the next school year except for benefits status which may change during the year.

The current practice of application of professional growth credits or academic credits shall not be affected. 8-10 Academic Freedom

Academic freedom means that professional staff are free to present additional instructional materials which are pertinent to the subject taught within the outlines of appropriate course content. It further means that professional staff shall be entitled to freedom of discussion in the classroom on matters which are relevant to the subject matter. Any additional instructional materials, plans, and supplies beyond those provided by the district remain the property of the professional staff member. In order to prepare for classes and to facilitate the educational process, professional staff shall have the right to place electronic materials of an educational nature on both their school and personal computers. The parties acknowledge that the use of software and hardware must conform to the manufacturer's licensing restrictions and School Board policy.

8-11 Curriculum Involvement

The parties recognize that the Board has the ultimate responsibility to establish curriculum for the school district. However, the Board recognizes the value of and shall include employees in the process of designing, revising and/or selecting curriculum to be used in the District.

8-11a Those days in the calendar that are designated for Curriculum or Professional Development activities will be used for purposes which further the educational goals of the District and improve the quality of instruction delivered to students.

8-11b All of the days that are described in section 8-11a shall include an anonymous evaluation completed by staff and submitted to the Assistant Superintendent.

ARTICLE 9

Payroll Deductions

9-1 The Board agrees to deduct from the pay of its employees dues for the CVEA, NEA-NH, and NEA as said bargaining unit members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the CVEA.

9-2 Individual bargaining unit members may request deductions of Association dues from their paychecks, provided that such requests for deductions must be made prior to October 1 of each school year. Deductions of the Association dues shall be spread over a sequence of ten checks beginning with the second pay period in October. The Association will provide, by October 1, the proper forms for withholding purposes. The District will pay the withheld dues to the Association on a bi-weekly basis commencing with the second pay period in October.

9-3 The CVEA will certify to the Board, in writing, the current rate of its membership dues prior to October 1. The CVEA shall provide the SAU office with a list of individuals requiring payroll deductions stating the member's name and the amount to be deducted.

9-4 Employee authorizations for dues deduction will be in writing in the form set below:

CVEA DUES AUTHORIZATION CARD

Name:
School:

I hereby request and authorize the CVSB to deduct from my earnings in accordance with the procedure stated in Article 9 of the Master Agreement and transfer to the treasurer of the CVEA an amount sufficient to provide for regular payment of the membership dues, as certified by the CVEA for the present school year and succeeding school years.

I understand that if I wish to discontinue such deductions for any successive school year, I must notify the CVEA and CVSB, in writing, no later than sixty (60) calendar days prior to the commencement of that school year.

Signature _____ Date _____

9-5 Notification of change in payroll deductions must be submitted, in writing, to the SAU Business Office at least two weeks prior to the next payroll date.

9-6 The Contoocook Valley Education Association agrees to hold the Contoocook Valley School Board harmless in the event of any litigation arising as a result of Article 9-1.

ARTICLE 10

Evaluation

10-1 Evaluation of Professional Staff

The evaluation of all professional staff shall be in accordance with the Evaluation system developed by the CVEA and Administration as part of the negotiation process. The evaluation system is briefly described in appendix D. Please visit the District webpage at: <http://www.conval.edu> for more information.

10-2 Evaluation of Paraprofessionals

Each paraprofessional shall be guaranteed at least one formal observation and conference and shall receive a written summary evaluation statement annually. Formal observations shall be openly conducted. The Administrative Supervisor shall meet with the paraprofessional within a reasonable period of time about the results of the formal observation conference.

10.3 Employees shall be accorded access to their files pursuant to RSA 275:56.

10-4 Employees shall receive a copy of material added to their personnel file.

A copy of the Board's current policy regarding evaluation is located in Appendix D for informational purposes.

10-5 Probation

Any employee considered for probation will be so notified in writing before the end of the first school week in January. The notice will include the exact reasons why the employee is being considered for probation and also will include specific, written recommendations for improvement. At least three observations of the areas identified as needing improvement will be made between the time the employee receives the notice and March 1.

By the end of the first full week in March, the employee will be notified by the supervisor what his/her recommended status will be for the following year. The Board, upon recommendation of the Superintendent, reserves the right to withhold the pay increase of any employee placed on probation.

ARTICLE 11

Discipline

11-1 In the event that a bargaining unit member is formally disciplined, said employee shall be provided with written notice specifying the reasons for the disciplinary action. Formal disciplinary actions shall be defined as written warnings or reprimands, suspensions, reduction in rank, probation, and dismissal. Dismissal does not include non-renewal. All employees shall have the right to be represented by the Association at formal disciplinary conferences.

No written records of informal disciplinary action shall be filed in employees' personnel files. Employees shall have the right to attach written responses to the formal disciplinary report.

Normally, discipline shall be progressive and related to the nature of the offense.

ARTICLE 12

Miscellaneous Provisions

12-1 If any provision of this Agreement or any application of the Agreement to any bargaining unit member or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any legislation affecting collective negotiations with School Districts employees is enacted by the State Legislature or the Federal Government and contains permissive aspects affecting the relationships between bargaining unit members and Board, the provisions of this Agreement shall prevail rather than the legislation.

12-2 This Agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties.

12-3 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by registered or certified mail, at the following addresses:

If by Association, to the Board of Education, Contoocook Valley School Board, School Administrative Unit #1, 106 Hancock Road, Peterborough, New Hampshire 03458.

If by the School Board to the President of the Association at his/her appropriate address as filed with the Board of Education, or if she/he is unavailable, to the registered office of the corporation as filed with the Board.

12-4 Those bargaining unit members who voluntarily terminate their employment after August 1 of the existing school year, will be considered to have broken their employment agreement and, as such will be responsible for a sum equal to 1% of the employee's estimated annual wage should s/he have honored said employment agreement. Payment must be made within 30 calendar days of notification of termination to the district. CVEA may establish a pool for such payments to the district to show good faith in this agreement and hold the district harmless. The Board shall have the authority to waive penalty in the event of hardship or situations deemed in the best interest of the district to do so.

12-5 This Agreement encompasses all matters which were the subject of negotiations or could have been the subject of negotiations between the parties.

ARTICLE 13 Transfers

13-1 Notice of bargaining unit open position shall be posted on the District website. The posting shall state the specific position to be filled, qualifications, and other relevant information. Bargaining unit members, who are interested in being considered for an open position, may make known their interest by submitting an on-line application. Notice that new open positions have been posted on the website will be provided electronically to the CVEA President.

13-1.1 For Professional staff

Whenever a professional staff position becomes vacant, the Superintendent (or his/her designee) will decide whether or not to fill the position, and whether or not it is to be considered as a substitute assignment or a regular position. The building Administrator and the Superintendent (or his/her designee) will first consider

the transfer of a qualified staff member, from within the school, to fill the open position. If a qualified staff member from within the school is not transferred, the open position shall be posted and qualified staff within the district may apply for the open position as well as qualified external candidates. The building

Administrator and the Superintendent (or his/her designee) will have final recommendation on any candidate filling the position.

13-1.2 For Paraprofessionals

Whenever a paraprofessional position becomes vacant, the Superintendent (or his/her designee) will decide whether or not to fill the position and whether or not it is to be considered as a substitute assignment or a regular position. The building Administrator and the Superintendent (or his/her designee) will first consider the transfer of a qualified staff member, from within the district, to fill the open position. If a qualified staff member from within the school is not transferred, the open position shall be posted and qualified staff within the district may apply for the open position as well as qualified external candidates. The building Administrator and the Superintendent (or his/her designee) will have final approval on any candidate filling the position.

13-2 Involuntary Transfers

When transfer of a position between schools is required and the bargaining unit member does not wish to accept the transfer voluntarily, the Superintendent may implement the change as an involuntary transfer. The employee shall be notified, as soon as practicable, that a transfer is being considered and shall be notified of the reason for the transfer by the appropriate administrator(s) involved.

Involuntary transfers are to be avoided whenever possible. Any involuntary reassignment or transfer shall be made only after a meeting between the employee(s) involved and the Superintendent (or his/her designee), at which time the employee shall be notified of the reasons for the reassignment or transfer. Any employee selected for an involuntarily transfer may instead resign from the District without prejudice.

13-2.1 Involuntary Transfers of Professional Staff

When involuntary transfers occur between schools within the same level or between levels (elementary, middle and high school) the professional staff member in the building (where a professional staff member is to be transferred out), with the least district seniority and qualified to fill the open position will be transferred. Unless mutually agreed, transfers must have an equivalent FTE.

If there is a tie in District seniority, the date of formal approval by the School Board, shall be the determining factor and the professional staff member with the later date of formal approval within the District will be transferred. If a tie still exists, a lottery system will be used to determine which professional staff will be transferred.

13-2.2 Involuntary Transfers of Paraprofessionals

When involuntary transfers occur between schools within the same level or between levels (elementary, middle and high school), the Superintendent (or his/her designee) will fill the vacancy with a qualified paraprofessional from within the district. Unless mutually agreed, transfers must have an equivalent FTE.

13-3 Assignment

13-3.1 Professional Staff shall be notified by April 15th if their employment is to be non-renewed. They shall be provided with a Contract of Employment or intent to reemploy form on or before the last day of school. Whenever possible, contracts will be issued at the soonest date following April 15th. It shall be the responsibility of the employee to return said form within 30 calendar days. In the event the employee does not return the form within the specified period, the District shall be under no obligation to retain his/her position and shall cancel benefits effective the first day of the month following the 30 calendar day deadline.

13-3.2 Paraprofessionals shall be provided with a Statement of Employment or intent to reemploy form on or

before the last day of school. Whenever possible, Statements of Employment will be issued at the soonest date prior to the last day of school. It shall be the responsibility of the employee to return said form within 30 calendar days. In the event the employee does not return the form within the specified period, the District shall be under no obligation to retain his/her position and shall cancel benefits effective the first day of the month following the 30 calendar day deadline.

13-3.3 The Administration shall make a good faith effort to notify employees of their work assignment as early as possible but in no event later than the last day of the school year. Work assignment will be stated on the contract or statement of employment.

13-4 In the event enrollment or staffing issues make it necessary to modify class and/or subject assignments or building assignments after the end of the school year, all affected employees will be notified promptly in writing. All employees must leave summer addresses and telephone numbers with the Human Resources department. Upon request of an affected employee, the changes will be promptly reviewed by the Superintendent (or his/her designee), the employee and, at his/her option, a representative of the Association. If the employee is not satisfied those changes are necessary and wishes to resign, his/her resignation will be processed without prejudice and the provisions of Article 12-4 shall be waived.

13-4.1 Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be made by the principal who will invite employees to express their preferences and will give careful consideration to their preferences. To the extent that it is possible, however, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary.

13-5 Whenever involuntarily transferred, an employee may resign by giving written notice to the Superintendent within fifteen (15) calendar days of receipt of notice of the transfer or after the grievance procedure has been exhausted. The provisions of Article 12-4 shall be waived. In the event that an employee is otherwise eligible for retirement benefits under this contract, he/she shall be able to retire in accordance with Article 6 of the Agreement in lieu of resigning. An employee who elects to retire under this Article after January 1 of any year shall not receive said benefit until the second fiscal year after retirement. However, in the event that sufficient funds are available, the Board may provide the benefit earlier.

13-6 The final decision regarding the implementation shall rest with the Superintendent and the actual transfer and implementation shall not be subject to the grievance procedure provided that it is in compliance with the criteria set forth in this Agreement and that the transfer has not been arbitrary or capricious.

13-7 In the event that there is a reduction in the number of positions (that impact professional staff members or paraprofessionals) within a school, and there is no position within the District into which the professional staff member or paraprofessional can transfer pursuant to the provisions of this article, then the Superintendent shall utilize the provisions of Article 14 of this Agreement.

ARTICLE 14

Reduction of Force

14-1 Definition: A Reduction of Force exists when there is a reduction in the number of professional staff positions or paraprofessional staff positions with the School District. If a reduction in force is necessary which involves professional staff or paraprofessionals covered by this Agreement, the following procedure will be utilized.

14-1 .1 As soon as a reduction in force is being considered by the Board, the President of the Association shall be notified in writing. Once the specific nature of the proposed reduction and the positions and number of positions to be affected are known, the President of the Association shall be notified in writing.

14-1.2 It is recognized that the School Board is responsible for determining the educational needs of the School District and retains the right to lay off employees from its staff. If a layoff of staff is necessitated, the following guidelines shall apply:

- a. The positions, locations and number of positions to be affected shall be identified by the School Board
- b. Reductions in force will first be accomplished by attrition, resignation and retirement.

14-1.3 a. If further reductions in force are necessary, then employees shall be laid off based on the following classifications.

Full and part-time professional staff (including but not limited to) classroom teachers, guidance counselors, nurses, librarians, media specialists, physical and occupational therapists, psychologists, speech therapists, world language teachers, reading teachers, and any other bargaining unit position that holds an appropriate credential issues by the State Department of Education as follows:

- a. By certification area or other required credential.
- b. Specialists (K-12) by the following subject areas: Art, Music, P.E., Library/Media, Guidance, Health, Tech Ed., Tech Comp., World Language, and CFS.
- c. District-wide positions (by area of specialization).

Within these classifications, professional staff with the least district seniority shall be laid off first. Seniority is defined in Article 1.

Professional staff shall be recalled in reverse order of layoff for an open position within the classification/certification area which the layoff occurred.

- Laid-off professional staff shall be eligible for recall for a two (2) year period following their final date of employment.
- Professional staff shall be responsible for notifying the Human Resources department in writing of their current address. Recall notices shall be mailed certified, return receipt requested, to the current address on file.
- A professional staff member's response to recall notice shall be in writing and mailed to the Human Rights department, certificated, return receipt requested, and be postmarked no later than ten (10) calendar days after receipt of any recall notice. Refusal to respond to or accept a recall notice shall result in relinquishing all rights under the Article.
- No new professional staff shall be hired for an open position within a classification/certification area while there are laid off professional staff from those classification/certification areas qualified to fill those positions.
- A professional staff member who accepts recall shall retain all previous seniority and any accrued sick/personal leave benefits. There is no accrual of seniority or sick/personal leave for a professional staff member on layoff status.

Full and part-time paraprofessionals including but not limited to instructional assistants in the classroom, assistants to an identified student or students, assistants to special education teachers, and assistants who are required to hold an appropriate license or credential (including but not limited to certified occupational therapy assistants, speech and language certified assistants, sign language, response to intervention and licensed practical nurses), as follows:

- a. Regular education classroom paraprofessionals
- b. Special education paraprofessionals (whether classroom or otherwise)
- c. Specially certified paraprofessionals (such as COTAs)

In the event of a layoff of paraprofessionals with the respective classifications, seniority shall be the determining factor in deciding the order of layoff (beginning with the least senior paraprofessional).

Seniority shall be based on length of service as a paraprofessional within the District. Paraprofessionals shall be recalled in reverse order of layoff for an open position within the classification/certification area which the layoff occurred.

- Laid off paraprofessionals shall be eligible for recall for a two (2) year period following their final date of employment.
- Paraprofessionals shall be responsible for notifying the Human Resources department in writing of their current address. Recall notices shall be mailed certified, return receipt requested, to the current address on file.
- A paraprofessional's response to recall notice shall be in writing and mailed to the Human Rights department, certified, return receipt requested, and be postmarked no later than ten (10) calendar days after receipt of any recall notice. Refusal to respond to or accept a recall notice shall result in relinquishing all rights under the Article.
- No new paraprofessionals shall be hired for an open position within a classification/certification area while there are laid-off paraprofessionals from those classification/certification areas qualified to fill those positions.
- A paraprofessional who accepts recall shall retain all previous seniority and any accrued sick/personal leave benefits. There is no accrual of seniority or sick/personal leave for a paraprofessional on layoff.

14-1.3 b. All paraprofessionals shall maintain seniority in any classification in which they have served. In those cases where length of uninterrupted service is equal, job performance shall be considered. If a staff member assumes a district-wide position and that position is subsequently eliminated, the staff member may return to any paraprofessional classification for which they are qualified.

14-1.4 Professional staff or paraprofessionals eligible for recall into a position that requires certification/license or credential, must have valid certification/license or credential at the time of recall or will forfeit their recall rights.

ARTICLE 15

Duration of Agreement

Except as otherwise provided in this Article 15, this Agreement shall become effective as of July 1, 2011 and shall continue in effect until June 30, 2015.

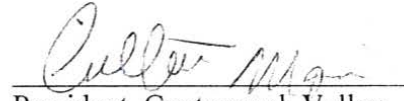
This Agreement shall not be modified orally. Any alterations of this Agreement shall be by mutual agreement in writing signed by the parties hereto, and unless such alterations are agreed upon, this contract shall expire on June 30, 2015.

Anything herein contained to the contrary notwithstanding, the parties shall have the right to negotiate a successor Agreement to this Agreement with the procedure of Article 2 hereof.

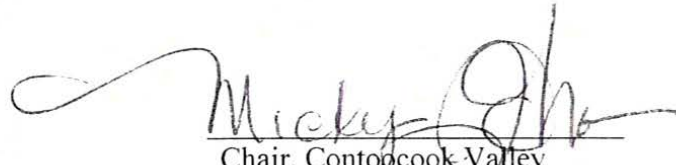
The parties agree that all provisions of this Agreement shall begin on July 1 2011.

Given under our hands this 14 day of June, 2011:


Chair, Contoocook Valley School
Board


President, Contoocook Valley
Education Association


Chair, Negotiation Committee


Chair, Contoocook Valley
Education Association

APPENDIX A								
CONVAL School District 2011-13 Professional Staff Salary Schedule Yrs 1 & 2								
STEP	B+00	B+15	B+30	B+45	M+00	M+15	M+30	M+45
1	\$32,725	\$33,575	\$34,425		\$36,025	\$36,875	\$37,725	\$38,575
2	\$33,625	\$34,498	\$35,372		\$37,016	\$37,889	\$38,762	\$39,636
3	\$34,550	\$35,447	\$36,344		\$38,034	\$38,931	\$39,828	\$40,726
4	\$35,500	\$36,422	\$37,344		\$39,080	\$40,002	\$40,924	\$41,846
5	\$36,476	\$37,423	\$38,371		\$40,154	\$41,102	\$42,049	\$42,997
6	\$37,479	\$38,453	\$39,426		\$41,258	\$42,232	\$43,205	\$44,179
7	\$38,510	\$39,510	\$40,510		\$42,393	\$43,393	\$44,394	\$45,394
8	\$39,569	\$40,597	\$41,624		\$43,559	\$44,587	\$45,614	\$46,642
9	\$40,657	\$41,713	\$42,769		\$44,757	\$45,813	\$46,869	\$47,925
10	\$41,775	\$42,860	\$43,945		\$45,988	\$47,073	\$48,158	\$49,243
11	\$42,924	\$44,039	\$45,154		\$47,252	\$48,367	\$49,482	\$50,597
12	\$44,104	\$45,250	\$46,395		\$48,552	\$49,697	\$50,843	\$51,988
13	\$45,317	\$46,494	\$47,671		\$49,887	\$51,064	\$52,241	\$53,418
14	\$46,563	\$47,773	\$48,982		\$51,259	\$52,468	\$53,678	\$54,887
15	\$47,844	\$49,086	\$50,329		\$52,668	\$53,911	\$55,154	\$56,396
16			\$51,713		\$54,117	\$55,394	\$56,670	\$57,947
17					\$55,605	\$56,917	\$58,229	\$59,541
18					\$57,134	\$58,482	\$59,830	\$61,178
19							\$61,476	\$62,861
Longevity	\$48,344	\$51,123	\$53,751	\$55,929	\$59,174	\$60,522	\$63,476	\$64,861

Newly hired professional staff are subject to Appendix F

CONVAL School District 2013-14 Professional Staff Salary Schedule Yr 3

STEP	B+00	B+15	B+30	B+45	M+00	M+15	M+30	M+45
1	\$32,750	\$33,600	\$34,450		\$36,050	\$36,900	\$37,750	\$38,600
2	\$33,651	\$34,524	\$35,397		\$37,041	\$37,915	\$38,788	\$39,662
3	\$34,576	\$35,473	\$36,371		\$38,060	\$38,957	\$39,855	\$40,752
4	\$35,527	\$36,449	\$37,371		\$39,107	\$40,029	\$40,951	\$41,873
5	\$36,504	\$37,451	\$38,399		\$40,182	\$41,130	\$42,077	\$43,024
6	\$37,508	\$38,481	\$39,455		\$41,287	\$42,261	\$43,234	\$44,208
7	\$38,539	\$39,539	\$40,540		\$42,422	\$43,423	\$44,423	\$45,423
8	\$39,599	\$40,627	\$41,655		\$43,589	\$44,617	\$45,645	\$46,672
9	\$40,688	\$41,744	\$42,800		\$44,788	\$45,844	\$46,900	\$47,956
10	\$41,807	\$42,892	\$43,977		\$46,019	\$47,105	\$48,190	\$49,275
11	\$42,957	\$44,071	\$45,186		\$47,285	\$48,400	\$49,515	\$50,630
12	\$44,138	\$45,283	\$46,429		\$48,585	\$49,731	\$50,876	\$52,022
13	\$45,352	\$46,529	\$47,706		\$49,921	\$51,099	\$52,276	\$53,453
14	\$46,599	\$47,808	\$49,018		\$51,294	\$52,504	\$53,713	\$54,923
15	\$47,880	\$49,123	\$50,366		\$52,705	\$53,948	\$55,190	\$56,433
16			\$51,751		\$54,154	\$55,431	\$56,708	\$57,985
17					\$55,644	\$56,955	\$58,267	\$59,579
18					\$57,174	\$58,522	\$59,870	\$61,218
19							\$61,516	\$62,901
Longevity	\$48,344	\$51,123	\$53,751	\$55,929	\$59,174	\$60,522	\$63,476	\$64,861

Newly hired professional staff are subject to Appendix F

CONVAL School District 2014-5 Professional Staff Salary Schedule Yr 4

STEP	B+00	B+15	B+30	B+45	M+00	M+15	M+30	M+45
1	\$33,200	\$34,050	\$34,900		\$36,500	\$37,350	\$38,200	\$39,050
2	\$34,113	\$34,986	\$35,860		\$37,504	\$38,377	\$39,251	\$40,124
3	\$35,051	\$35,949	\$36,846		\$38,535	\$39,432	\$40,330	\$41,227
4	\$36,015	\$36,937	\$37,859		\$39,595	\$40,517	\$41,439	\$42,361
5	\$37,005	\$37,953	\$38,900		\$40,684	\$41,631	\$42,579	\$43,526
6	\$38,023	\$38,997	\$39,970		\$41,802	\$42,776	\$43,749	\$44,723
7	\$39,069	\$40,069	\$41,069		\$42,952	\$43,952	\$44,953	\$45,953
8	\$40,143	\$41,171	\$42,199		\$44,133	\$45,161	\$46,189	\$47,217
9	\$41,247	\$42,303	\$43,359		\$45,347	\$46,403	\$47,459	\$48,515
10	\$42,381	\$43,466	\$44,551		\$46,594	\$47,679	\$48,764	\$49,849
11	\$43,547	\$44,662	\$45,777		\$47,875	\$48,990	\$50,105	\$51,220
12	\$44,744	\$45,890	\$47,035		\$49,192	\$50,337	\$51,483	\$52,629
13	\$45,975	\$47,152	\$48,329		\$50,545	\$51,722	\$52,899	\$54,076
14	\$47,239	\$48,449	\$49,658		\$51,935	\$53,144	\$54,353	\$55,563
15	\$48,538	\$49,781	\$51,024		\$53,363	\$54,605	\$55,848	\$57,091
16			\$52,427		\$54,830	\$56,107	\$57,384	\$58,661
17					\$56,338	\$57,650	\$58,962	\$60,274
18					\$57,887	\$59,235	\$60,584	\$61,932
19							\$62,250	\$63,635
Longevity	\$50,538	\$51,781	\$54,427	\$58,429	\$59,887	\$61,235	\$64,250	\$65,635

Newly hired professional staff are subject to Appendix F

APPENDIX B

Paraprofessional Wage Schedule

	2011-12			2012-13	
	Year 1			Year 2	
	Non Certified	Certified		Non Certified	Certified
Step 1	10.00	12.46	Step 1	10.00	12.46
Step 2	10.27	12.84	Step 2	10.27	12.84
Step 3	10.56	13.19	Step 3	10.56	13.19
Step 4	10.89	13.59	Step 4	10.89	13.59
Step 5	11.06	13.99	Step 5	11.06	13.99
Step 6	11.50	14.40	Step 6	11.50	14.40
Step 7	11.95	14.84	Step 7	11.95	14.84
Step 8	12.43	15.28	Step 8	12.43	15.28
Step 9	12.88	15.74	Step 9	12.88	15.74
Step 10	13.35	16.21	Step 10	13.35	16.21
Step 11	13.82	16.70	Step 11	13.82	16.70
Step 12	14.29	17.20	Step 12	14.29	17.20
Step 13	14.76	17.70	Step 13	14.76	17.70
Step 14	15.24	18.23	Step 14	15.24	18.23
Step 15	15.70	19.25	Step 15	15.70	19.25
Longevity	15.70	19.25	Longevity	16.09	19.73

Appendix B

	2013-14			2014-15	
	Year 3 Non Certified	Certified		Year 4 Non Certified	Certified
Step 1	10.00	12.46	Step 1	10.25	12.77
Step 2	10.27	12.84	Step 2	10.53	13.16
Step 3	10.56	13.19	Step 3	10.83	13.52
Step 4	10.89	13.59	Step 4	11.16	13.93
Step 5	11.06	13.99	Step 5	11.34	14.34
Step 6	11.50	14.40	Step 6	11.79	14.76
Step 7	11.95	14.84	Step 7	12.25	15.21
Step 8	12.43	15.28	Step 8	12.74	15.66
Step 9	12.88	15.74	Step 9	13.20	16.13
Step 10	13.35	16.21	Step 10	13.69	16.62
Step 11	13.82	16.70	Step 11	14.16	17.11
Step 12	14.29	17.20	Step 12	14.65	17.63
Step 13	14.76	17.70	Step 13	15.13	18.14
Step 14	15.24	18.23	Step 14	15.62	18.69
Step 15	15.70	19.25	Step 15	16.09	19.73
Longevity	16.49	20.22	Longevity	16.99	20.83

APPENDIX C

Grievance # _____

**GRIEVANCE REPORT FORM
CONTOOCCOOK VALLEY SCHOOL DISTRICT**

TO: _____ Complete in triplicate with copies to:

School _____

- 1. Principal
- 2. Superintendent/Designee
- 3. CVTA President/Designee

Name of Grievant _____

Date Filed _____

LEVEL A

Date of Grievance _____

1. Statement of Grievance (Be sure to include the specific violation or condition with proper references to the Master Contract.)

2. Relief Sought

3. Explain the informal steps taken to resolve grievance to date.

Signature of Grievant

Date

Answer given by Principal

Signature of Principal

Date

Position of Grievant

Signature of Grievant

Date

LEVEL B

Date received by Superintendent/Designee: _____

Answer give by Superintendent/Designee: _____

Signature

Date

Position of Grievant: _____

Signature

Date

LEVEL C

Date submitted to Binding Arbitration: _____

Signature

Date

APPENDIX D

EVALUATION OF PROFESSIONAL STAFF TEACHERS

PATHWAY I

The purpose of Pathway I is to orient new teachers to the expectations of district and schools, by helping our new professional staff grow professionally.

PATHWAY II

The purpose of Pathway II is to provide a means for professionally competent teachers to engage in self-directed, continuous professional growth with the support of their colleagues and administrators.

PATHWAY III

Pathway III is designed to provide notification and assistance to teachers whose professional performance is unsatisfactory. At any point in the process outlined, a teacher may request the presence of a third party or a CVEA representative.

Please visit the following web pages for more

information: <http://www.conval.edu>

APPENDIX E
STIPENDS FOR INTERSCHOLASTIC AND CO-CURRICULAR
COACHING AND ADVISOR POSITIONS

Remuneration schedule: 2011-13 \$32,725 - 2013-14 \$32,750 - 2014-15 \$33,200

APPENDIX E STIPENDS FOR INTERSCHOLASTIC AND CO-CURRICULAR COACHING AND ADVISOR POSITIONS									
A	B	C	D	E	F	G	H		
12.75%	10.75%	8.75%	7.75%	5.75%	4.75%	3.00%	2.25%		
Basketball Boys V	Baseball Varsity	Athletic Director MS	Alpine Skiing Varsity	Director - Fall Play	Drama Producer	Babysitting Club	All State HS (3)		
Basketball Girls V	Field Hockey Varsity	*Cross Country V. Boys	Golf Varsity	Drama-Direct Festival	Granite State Challenge	Bee Keeping Club	Graduation Advisor HS		
Football Varsity	Ice Hockey Varsity	*Cross Country V. Girls	Music Director - Musical	Envoithon	Interact	Destination Imagination	Monadnock Valley Fest (2)		
Yearbook	Lacrosse Varsity B/G	Director-Musical	Senior Advisor	Jazz Band	Math Team	Environmental Club	New Eng Music Fest (3)		
	Soccer Varsity B/G	Newspaper	Spirit Team Basketball	Junior Advisor	Mountain biking HS	French Club	Pep Band		
	Softball Varsity	Nordic Skiing Varsity	Student Council	National Science Bowl	National Honor Society	Freshman Advisor			
	Track Varsity B/G Spring	Track Varsity Winter	Tennis Varsity B/G	Ocean Bowl	Peer Mediation	Future Business Leaders			
		Wrestling Varsity		Select Chorus		German Club			
				Spirit Team Football		Literary Magazine			
				Youth and Government		NHDI			
						SADD			
						Sophomore Advisor			
						Spanish Club			
						Special Olympics			
.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity		
8.28%	6.98%	5.68%	5.03%	3.73%	3.08%	1.95%	1.46%		
Basketball Freshman	Baseball JV	Cross Country MS	Golf JV	Improv Team	Choreograph Musical	Art Club MS	All State MS (5)		
Basketball JV B/G	Baseball MS	Wrestling MS	Spirit Team MS	Jazz Band MS	Drama MS	Garden Club	Graduation Coord MS (2)		
Basketball MS B/G (6)	Field Hockey JV		Strength & Cond Fall	Newspaper MS	Honor Society Voc Tech	Hockey Field - Intramural	Memorial Day Parade (2)		
Basketball V Assistant	Field Hockey MS		Strength & Cond Spring	Tech Director Fall Play		KHOKO			
Football Assistant	Hockey Assistant		Strength & Cond Winter	Tech Director Musical		Math Counts			
Freshman Football	Lacrosse JV B/G		Student Council MS	Yearbook MS		Newletter Advisory			
	Soccer JV B/G	* C/C Coed Assistant				Radio Club			
	Soccer MS B/G	(25% of B/G CC)				Recycling Club			
	Softball MS								
	Softball JV								
	Track Assistant Spring (3)								
	Track Assistant Winter								
	Track MS								

Appendix F

Procedure for New Professional hire employees and to resolve pending Grievance

The parties agree that the procedure for new hires during the CBA for the period, 7/1/2011 through 6/30/2015 shall be as follows:

Professional staff with more than three years of experience shall be placed on the Salary Schedule at two steps below their actual experience.

Professional staff hired with less than four years experience shall be placed on Step one of the Salary Schedule.

New hires to the District shall progress at one salary Step per year of the contract. The District shall provide a hiring guide to the CVEA.

Micky Johnson

CVEA

Ed Kapland

ConVal SD