



AGREEMENT BETWEEN
THE CONTOOCOOK VALLEY EDUCATION ASSOCIATION, NEA-NH
AND
THE CONTOOCOOK VALLEY SCHOOL BOARD
JULY 1, 2015 – JUNE 30, 2018

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SECTION A

GENERAL

Article 1 - Recognition

1.1. Definition of Bargaining Unit

It is hereby certified that Contoocook Valley Education Association is the exclusive representative of the employees of the Contoocook Valley School District in the unit described below for the purpose of collective negotiations, settlement of grievances.

UNIT: All classroom teachers and other professional staff whose positions require certification by the NH Department of Education, including but not limited to Education Technology Integrators, guidance/school counselors and librarians/media specialists; all professional staff whose positions require licensure or certification by a licensing board and all other regularly employed professional staff who provide services directly to students or who assist in the delivery of services, including but not limited to Nurses, Social Workers, Occupational Therapists, Physical Therapists, Speech Language Pathologists/Specialists, School Psychologists, Student Assistance Counselors, Pre-School Consultants/Coordinators, Transition Coordinators, Mentors and Portfolio Teachers; all paraprofessional staff including but not limited to Licensed Practical Nurses, Certified Occupational Therapy Assistants, and Speech Language Pathology Assistants.

EXCLUDED: All supervisory, administrative, and confidential employees, including Superintendents, Assistant Superintendents, Business Administrator, Principals, Assistant Principals, Teaching Principals, Community Principals, Curriculum Coordinators, Directors, and special education coordinators; special program staff, including Literacy Coach, Art Enrichment, School To Work, and Technology Integration Specialist; and other support personnel including facilities staff, administrative assistants, food service workers, transportation staff and technology support personnel.

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. It is agreed that independent service providers who are contracted on an as needed basis are not included in the bargaining unit, provided that existing bargaining unit positions and/or employees will not be displaced.

1.2. Exclusive Representative

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.

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, Community Principal or Teaching Principal", as used in this Agreement, means the responsible administrative head of his/her respective school.

1.3.3. The term "teacher" shall refer to those persons employed by the Board whose positions require certification by the Department of Education as a professional engaged in teaching. The provisions of this Agreement which relate solely to the employment of teachers are found in Section B.

1.3.4. The term "paraprofessional" refers to those persons employed by the Board whose positions do not require a bachelor's degree but may require either certification by the Department of Education as a paraeducator or licensure by another licensing board and who support classroom instruction or the delivery of services to students. Highly Skilled Paraprofessionals are paraprofessionals whose positions require a license and/or certification in the field in which they provide service (e.g. Certified Occupational Therapy Assistant, Physical Therapist Assistant, Speech Language Pathology Assistant, Licensed Practical Nurse, Certified Sign Language Interpreter, RTI Paraprofessionals). The provisions of this Agreement which relate solely to the employment of paraprofessionals are found in Section C.

1.3.5. The term "specialized service professionals" refers to those persons employed by the Board whose positions require a minimum of a bachelor's degree and/or certification or licensure by a licensing board and who are engaged in the delivery of specialized services to students, and whose scope of practice includes independent comprehensive assessment and evaluation (e.g. Occupational Therapist, Physical Therapist, School Nurse, or Speech and Language Pathologist). The provisions of this Agreement which relate solely to the employment of specialized service providers are found in Section D.

1.3.6. Full-time means any bargaining unit member working 35 hours or more per week for the school year. In the event that the kindergarten becomes a half day program, the teaching positions within the program will be considered part-time positions, designated as a .6 FTE (full time equivalent).

1.3.7. 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. 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. Seniority as a paraprofessional will not count towards

seniority as a teacher or SSP. Seniority as a teacher or SSP will not count towards seniority as a paraprofessional. Seniority as an SSP will not count towards seniority as a teacher. Seniority as a teacher will not count towards seniority as an SSP. Seniority lists will be updated annually and a copy made available to any bargaining unit member upon request.

1.3.8. The Board shall determine the number of staff needed to meet the needs of the District. If new bargaining unit positions are created, the Board will initially determine the duties, qualifications and classification (Teacher, Paraprofessional or SSP) and will inform the Association prior to filling the position.

Article 2 - Negotiations Process

2.1 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 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.

2.3 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.

Article 3 - Grievance Procedure

3.1 Definition

3.1.1 A "Grievance" shall mean a claim by a bargaining unit member alleging that he/she has suffered a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. It is agreed that a grievance shall not include:

- a. A claim of a non-continuing contract teacher which arises by reason of his/her non-renewal;
- b. A claim by a paraprofessional or SSP with fewer than (5) years of service which arises by reason of his/her non-renewal; or
- c. Any other 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 provisions:

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.

3.1.3 A grievance related to the nonrenewal of a paraprofessional is subject to the provisions of Section B, Article 2.2 and a grievance related to the nonrenewal of an SSP is subject to the provisions of Section D, Article 2.2.

3.1.4 For purposes of this Article, "days" shall refer to school days, except during the periods when school is not in session when it shall refer to business days, exclusive of holidays and weekends.

3.1.5 To be considered under this Grievance Procedure, a grievance must be initiated in writing by the employee within twenty (20) days of the grievable action or when the grievant knew of its occurrence. The grievance must be submitted on the Grievance Report Form, attached in Appendix C.

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.

3.2.2 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.

3.2.3 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 ten (10) days.

3.2.4 The grievant, no later than ten (10) 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) 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.

3.2.5 If the Principal is involved in 3.2.4, the next step is the Superintendent and the same time limits prevail.

3.2.6 If the grievance is not resolved to the grievant's satisfaction, she/he, no later than ten (10) 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) days of the date of the hearing. The hearing shall be held no later than thirty-five (35) days after the receipt of the appeal.

3.2.7 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) days of receipt of the Board's decision.

3.2.8 The parties shall first attempt to select a mutually agreeable arbitrator. If they are unable to agree, either party may request a list of qualified arbitrators from either the PELRB or the AAA and will follow that agency's rules for selecting the arbitrator.

3.2.9 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.

3.2.10 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.

3.3 Rights of Bargaining Unit Member to Representation

3.3.1 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.

3.3.2 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.

3.3.3 All documents, communications and records dealing with the processing of a grievance may be filed in a separate file and will not be placed in an employee's personnel file or disclosed to any prospective employer. A copy of such grievance(s) shall, upon request, be given to the grievant.

Article 4 - Peaceful Resolution of Disputes

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 - Management Rights

5.1 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.

Article 6 - Leaves of Absence

6.1 Paid Leave

6.1.1 Sick and Personal Leave Days

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 days 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.

Bargaining unit members who begin 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.

Bargaining unit members who begin work at any time other than at the beginning of the work year, shall accrue sick/personal leave days 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 days, 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 four (4) or more work days, he/she must submit a District approved medical certificate to the Human Resources department. 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

or training 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.

6.1.2 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.

6.1.3 Bereavement Leave

Up to three (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 parent/step-parent, parent-in-law, spouse, or domestic partner, child/stepchild.

One (1) 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 a sibling, grandparent, grandchild, aunt/uncle, child's spouse, brother or sister's spouse, spouse's brother/sister, or niece/nephew.

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

6.1.4 Leave for CVEA President

A total of six (6) one-half days or three (3) full days of paid leave each school year will be available to the President of the Education Association or designee (or shared by Co-Presidents) to be used within the District for working with members of the bargaining unit who may have grievances as defined in Article 3 of this Agreement or other Association business. Additional days may be approved by the Superintendent, or designee, as paid or unpaid leave days.

6.1.5 Sabbatical Leave

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. Pay may be distributed as either full payment or partial payment as determined by the ConVal School Board. Refer to the Professional Development Master Plan for complete information.

6.2 Unpaid Leave

6.2.1 Family and Medical Leave

Eligible bargaining unit members 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.

6.2.2 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.

6.2.3 Military Leave

Military leave without pay or any other benefits shall be granted to any bargaining unit member as mandated by state or federal law.

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 attempts through his/her local unit commander, to request training that does not conflict with the work year.

6.2.4 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.

6.2.5 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.

6.2.6 Personal Leave of Absence

A bargaining unit member may apply for a personal 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.

6.3 General Provisions

6.3.1 Unless otherwise specified, the following provisions shall apply to all leaves of absence described in section 6.2:

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/service accrued prior to said leave. However, no seniority/service 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.

6.3.2 Negative Balances/Intermediate Sick Leave

If, in the case of a serious personal illness or injury from which the bargaining unit member is expected to recover and return to work, a bargaining unit member has completely exhausted his/her accrued sick/personal leave, he/she may request to be paid at his/her normal daily pay rate for additional days (known as intermediate sick leave) up to thirty (30) work days or recovery from the illness or injury, whichever occurs first. All additional days paid (intermediate sick leave) will generate a negative sick/personal leave balance for the bargaining unit member. This negative balance will be reduced as the bargaining unit member accrues future sick/personal time. Once the negative balance has been reduced to zero, the bargaining unit member 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.

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, upon ending employment, and having a negative sick/personal leave balance, shall reimburse the School District for the dollar amount equivalent to the negative balance and shall authorize the District to withhold said balance from final wages as a condition of being approved for intermediate sick leave.

6.3.3 Sick Leave for Retiring Bargaining Unit Members

For 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 7.10), 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 bargaining unit member is reducing a negative balance under the provisions of Article 6.3., in which case 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 October 1 of the calendar year preceding retirement. Example: If retirement is planned for July 1, 2016, notification must be made by October 1, 2014.)

6.3.4 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.

Article 7 - Benefits

7.1 Eligibility

7.1.1 Except as specified below, benefits outlined in Article 6 shall become available to full-time 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.

7.1.2 Bargaining unit members working an average of at least thirty (30) hours per week shall be eligible for health and dental insurance as described in section 7.2 and 7.3.

7.1.3 All bargaining unit members shall be eligible for the tuition and staff development benefits described in section 7.11.

7.1.4 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 (or 30 hours for purposes of health and dental insurance) the employee can be eligible for benefits of a full time employee.

7.1.5 Bargaining unit members who are employed for twenty (20) or more but less than thirty (30) hours per week may purchase health and dental insurance on a prorated basis. Bargaining unit members who are employed for more than 18 hours per week but less than 20 hours per week may purchase the health and dental insurance offered by the District at the member's own expense.

7.2 Medical Insurance

7.2.1 The Board shall provide a health benefit plan for eligible members of the bargaining unit, as follows:

For the 2015-16 school year, the District will contribute 88% of the premium for the Blue Cross/Blue Shield Matthew Thornton Plan (MTB15) with a \$15.00 co-pay, \$500 inpatient deductible and drug plan RX 10/20/30. The District will reimburse participants \$5.00 per co-pay and up to \$250 per individual (up to a maximum of \$750.00 per family) towards the plan deductible once the participant has paid the first \$250.00.

7.2.2 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 7.2.1 will be the responsibility of the bargaining unit member.

7.2.3 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. The parties will reopen negotiations to select a medical insurance plan and agree on the sharing of premiums for the 2016-17 and 2017-18 school years.

7.2.4 Benefits for Married Couples

The District will pay 100% of the premium for one 2-person or Family health plan at the plan year's designated "Base Plan" level, for married couples who are both employed full-time by the District in bargaining unit positions. If a different health plan is elected, the enrolling employee shall be responsible for any additional premium. The non-enrolling spouse is not eligible for the buyback in Article 7.2.6 below.

"Base Plan" shall be whatever plan is used to determine the District's premium cost in accordance with Article 7.2.1 above.

Married couples who are both employed full-time by the District in bargaining unit positions as of April 16, 2013 will receive an incentive of \$900.00 each year they remain on the Base Plan for as long as they both remain employed, married to each other, and eligible, or for five years, whichever is shorter.

7.2.5 Health Insurance Buyback

Full-time bargaining unit members who are currently enrolled in the District's health insurance and elect not to receive the district health insurance for a full plan year, and can provide proof of alternative group (non-District) insurance coverage shall receive 25% of the District's share of the premium for the plan in which the bargaining unit member was most recently enrolled. The buyback shall be paid quarterly, commencing in September. If a person rejoins the district medical plan under a qualifying event, (or leaves employment with the District for any reason, or is on an unpaid Personal Leave of Absence) they will owe the District for any unearned buyback payments.

Those eligible full-time bargaining unit members that intend to participate in the buyback, will be required to complete and submit to the Human Resources Office, the District "Health Insurance Buyback Election Form", no later than the deadline for open enrollment. Eligible employees, who did not elect the buyback at the beginning of the plan year, may make such election for the second half of the year by submitting the Health Insurance Buyback Election Form to the Human Resource office by December 1. Employees making a late election will receive a prorated buyback payment, payable in the last two quarters of the Plan year.

Newly hired, eligible full-time bargaining unit members, who elect not to receive the District Health Insurance, must provide proof of alternative (non-District) insurance, to be eligible for the buyback. The buyback will be 25% of the District's share of the Base Plan premium for the same level of coverage (i.e. 1 Person, 2 Person, or Family).

For new bargaining unit members who elect not to receive District health insurance, the buyback will be prorated based on the number of whole months they have opted out of insurance coverage during the District's Plan year.

The buyback 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.

7.3 Dental Insurance

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

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

Maximum benefit per year per person \$1,500. 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.

7.4 Life Insurance

The Board shall pay the premium for fifty thousand dollars (\$50,000) of group term life insurance with accidental death and dismemberment coverage (double indemnity) for full-time members of the bargaining unit, including those on authorized leaves of absence.

7.5 Disability Insurance

The Board shall pay the premium for long-term disability insurance coverage for full-time bargaining unit members.

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.

7.6 Health Care Reimbursement Plan

Bargaining unit members who are eligible for District health insurance may participate in a Health Care Reimbursement Plan as provided by the Board under Internal Revenue Code Section 125 for reimbursable health care expenses.

7.7 Dependent Care Reimbursement Plan

Bargaining unit members who are eligible for District health insurance may participate in a Dependent Care Reimbursement Plan as provided by the Board under Internal Revenue Code Section 129 for reimbursable dependent care expenses.

7.8 Survivor's Benefits

If an active bargaining unit member dies while participating in a District-sponsored health insurance plan through the Health Trust, the Transition Care and Survivor Care benefit offered by Health Trust will allow covered family members to continue their health insurance and/or dental insurance coverage for up to 12 months at no cost. Please refer to the Health Trust Benefits overview for details. In the event that the Health Trust discontinues this benefit, this section will be deemed null and void.

7.9 Recertification Reimbursement

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

7.10 Retirement Buy Back Plan

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 October 1 of the fiscal year preceding retirement. Example: If retirement is planned for July 1, 2017, notification must be made by October 1, 2015.

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

7.11 Tuition and Staff Development Reimbursement

7.11.1 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 \$300.00 times the number of full time equivalents (FTE) as of February 1 of the prior year.

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

C. Bargaining unit members shall receive advanced 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 in-state rate.

7.11.2 Professional Development Fund

The District shall budget an amount each year for Professional Development Funds for employees. The amount budgeted for the 2015-2016 school year shall equal \$220.00 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.

7.11.3 Procedures

A. 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.

B. Tuition reimbursement and professional development funds shall be available only to bargaining unit members whose proposals have been approved by the Professional Development Committee.

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

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

E. Funds will be distributed according to the then current Professional Development Master Plan on file with the State of New Hampshire.

7.11.4 Substitute Fund

The District shall budget an amount each year for substitutes necessary in connection with professional development activities.

7.12 Enrollment of Children in Conval

Upon the school board's approval, children of bargaining unit members 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.

7.13.1 Mileage Allowance

Bargaining unit members who use their personal vehicles with approval by the District to travel on District business (e.g. employees who must travel between schools during the work day, but not including travel to or from home) shall be reimbursed at the IRS rate for mileage.

Article 8 - Co-curriculars and Athletics

8.1 Compensation

Remuneration for employees for approved interscholastic, non-interscholastic coaching positions and co-curricular activities will be based upon the schedule set out in Appendix E.

Individuals dividing the extra-curricular duties will be compensated so that the total stipend shall be divided among those individuals.

8.2 Establishing Positions

The Board retains the right to not fill any positions. If new positions are created, the initial compensation shall be set by the Superintendent.

On or about October 1 of each year, each principal or designee will compile a list of proposed co-curricular 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-curricular activity additions. From the proposed lists of co-curricular 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 any time during the contract year.

Article 9 - Pay and Deductions

9.1 Pay Periods

9.1.1 Salaried Bargaining Unit Members

Salaried bargaining unit members may elect to be paid in either twenty-one (21) or twenty-six (26) equal payments. 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.

9.1.2 Hourly Bargaining Unit Members

Starting July 1, 2015, hourly bargaining unit members will be paid on a bi-weekly basis for hours worked in the previous two weeks. Payroll deductions for health insurance premium payments shall only be made from paychecks covering periods in which hourly employees were scheduled to work six (6) or more days.

9.2 Association Dues

9.2.1 The Board agrees to deduct dues for CVEA, NEA-NH and NEA from the pay of those bargaining unit members who voluntarily provide written authorization by completing a Dues Authorization Card.

9.2.2 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.

9.2.3 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.

9.2.4 Employee authorizations for dues deduction will be in writing in the form attached in Appendix F.

Article 10 - Discipline

10.1 No member of the bargaining unit shall be disciplined or dismissed without just cause. In the event that a bargaining unit member is formally disciplined, said bargaining unit member shall be provided with written notice specifying the reasons for the disciplinary action within five (5) school days of completion of the administration's investigation. Formal disciplinary actions shall be defined as verbal warnings, written warnings or reprimands, suspensions, reduction in rank or transfer, probation, and dismissal. Dismissal does not include non-renewal. Employees shall have the right to attach written responses to the formal disciplinary report.

10.2 Discussion or consultation designed to assist the bargaining unit member improve performance and/or behavior shall not be considered discipline. The supervisor may give the bargaining unit member a written summary of such discussion or consultation, but no written records of such discussion or consultation shall be filed in the bargaining unit member's personnel files.

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

10.4 A bargaining unit member shall at all times be entitled to have a representative of the Association present during any meeting that could lead to formal disciplinary action. When a request for representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Association is present.

10.5 Formal Discipline shall not be administered in the presence of other employees other than a representative of the Association if requested by the bargaining unit member.

10.6 No bargaining unit member shall be required to appear before the School Board in connection with a dismissal unless the bargaining member was given prior written notice of the reason for the proposed dismissal at least twenty four (24) hours in advance.

Article 11 - Employee Rights

11.1 No Discrimination or Reprisals

There shall be no discrimination nor any 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 or participation or lack of participation in its lawful activities, nor shall reprisals be taken against an bargaining unit member as a result of his/her participation in the negotiation, grievance or arbitration procedure provided by this Agreement.

11.2 Access to Information

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

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

11.2.3 The Board agrees to make this Agreement available to all bargaining unit members on the District Website. The Board shall provide a paper copy of this Agreement to every new bargaining unit member prior to the employee's first day of work.

11.3.1 Personnel Files

11.3.1 Employees shall be afforded access to their personnel files pursuant to RSA 275:56. Employees shall receive a copy of material added to their personnel file.

11.3.2 Employees shall receive a copy of any material added to their personnel files. No written record of a complaint against a bargaining unit member shall be incorporated into a bargaining unit member's personnel file unless the bargaining unit member has been informed of the complaint and the complaint has been investigated and substantiated. If a record of such complaint is incorporated into a bargaining unit member's personnel file, the bargaining unit member shall be provided with the evidence substantiating the complaint and shall have the right to provide a written response to the complaint, which shall be attached to the record of the complaint.

11.4 Distribution of Information

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 and to use school email for Association-related business.

11.5 Annual Contracts/Statements of Employment

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

1. Current salary/wage
2. Date of employment

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.

A statement of insurance coverage will be provided to bargaining unit members at the start of each school year.

11.6 School Calendar

11.6.1 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 (or designee), 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.

11.6.2 The Board may unilaterally extend the scheduled work year should an emergency situation arise.

11.6.3 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' 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 grant such employee leave under the provisions of Article 6.2.6 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 required in the bargaining unit member's work year.

11.6.4 Those days in the calendar that are designated for Curriculum or Professional Development activities will be used for purposes identified by the Superintendent which further the educational goals of the District and improve the quality of instruction delivered to students. All staff will be given the opportunity to provide anonymous evaluations of the Curriculum or Professional Development activities and to suggest topics for future activities.

11.7 Posting of Vacancies

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.

11.8 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 bargaining unit members in the process of designing, revising and/or selecting curriculum to be used in the District.

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 written 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, to the following addresses:

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

If by the School Board: To the President or Co-Presidents of the Association at his/her home address on record with the District.

The parties may also agree to provide notice by email.

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 - Duration of Agreement

13.1 Except as otherwise provided in this Article 13, this Agreement shall become effective as of July 1, 2015 and shall continue in effect until June 30, 2018.

13.2 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, 2018.

13.3 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.

13.4 The parties agree that all provisions of this Agreement shall begin on July 1, 2015.

13.5 The parties shall reopen negotiations with respect to wages and health insurance for the 2016-17 and 2017-18 contract years.

Article 14 - Reductions in Force

14.1 **Definition:** A Reduction of Force exists when there is a reduction in the number of positions in one of the three (3) groups defined below which will result in the layoff of one or more employees covered by this Agreement.

14.2 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.

14.3 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. Before any employee is laid off due to a reduction in force, the Superintendent will first determine whether any employees in the affected classifications will be non-renewed.
- c. Before any employee is laid off due to a reduction in force, the Superintendent will first determine whether the reduction can be accomplished through resignation or retirement.

- d. If further reductions in force are necessary, the Superintendent shall identify the employee(s) to be laid off using the criteria in 14.4.

14.4 Selection Criteria

14.4.1 All full and part-time employees shall be grouped in one of the following job classifications:

For Teachers:

- a. By grade level assignment and certification area
 - 1. Pre-K
 - 2. Grades K-5
 - 3. Grades 6-8 (by subject area where applicable)
 - 4. Grades 9-12 (by department)
- b. Specialist (K-12) by the following subject areas: such as Art, Music, P.E., Library/Media, Guidance, Health, Technology Educator, Comprehensive Technology Educator, World Language, and Consumer and Family Science.

For Paraprofessionals:

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

For SSPs:

- a. By area of specialization/licensure

14.4.2 Within each classification(s) affected by a position reduction, employees will be selected for layoff based on consideration of the following criteria:

- a. Qualifications, including HQT status where applicable, education and training;
- b. Documented, uncorrected, performance deficiencies (teacher currently on Pathways III or SSP/paraprofessional currently on performance improvement plan);
- c. Disciplinary record;
- d. District seniority or length of service to the District in the classification.

14.4.3 Once the affected employee(s) have been identified, if necessary, Administration will reassign the remaining employees in the classification in accordance with the procedures identified in Article 7 of Sections B, C or D as applicable.

14.5 Recall Procedures. Employees shall be recalled in reverse order of layoff for an open position within the same classification/certification area which the layoff occurred except that any employee selected for lay off based on the criteria in 14.4.2 (ii) or (iii) above shall not be eligible for recall.

14.5.1 Laid-off employees shall be eligible for recall for a two (2) year period following their final date of employment.

14.5.2 Employees 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.

14.5.3 An employee's response to recall notice shall be in writing and mailed to the Human Resources department, certified, return receipt requested, and must 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. Accepting or refusing an offered position in a different classification shall extinguish an employee's recall rights.

14.5.4 No employee shall be hired for an open position within a classification/certification area from which an employee was laid off and still has recall rights.

14.5.5 An employee who accepts recall shall retain all previous seniority or length of service and any accrued sick/personal leave benefits. There is no accrual of seniority, length of service, or sick/personal leave for an employee on layoff status.

14.5.6 An employee 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 he/she will forfeit his/her recall rights.

SECTION B

TEACHERS

Article 1 – Definitions

Article 2 - Terms of Employment

2.1 Contract and Work Assignment

Contracts will be issued at the soonest date following April 15th, but in no event later than May 31st. It shall be the responsibility of the teacher to return said form to the Human Resources department within 21 calendar days of receipt. In the event the teacher 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 June 30. If it becomes necessary to change a teacher's assignment after the contract has been issued, the District will notify the teacher as soon as possible and will provide the teacher with a revised contract which must be signed and returned to the Human Resources department within 21 calendar days or prior to the start of the teacher work year, whichever is sooner. In the event the teacher does not return the form within the specified period, the District shall be under no obligation to retain his/her position and benefits will be cancelled accordingly.

2.2 Non-renewal

Teachers shall be notified by April 15th if their employment is to be non-renewed. Nonrenewal of teachers shall be governed by RSA 189:14-a.

2.3 Work Year

The work year for all returning teachers shall be a maximum of 187 days, between August 25 and June 30, which may include a minimum of seven (7) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Superintendent or designee. New teachers may be required to work one (1) additional orientation day.

One day before the first day of school will be used by teachers for classroom preparation and/or individual curriculum development preparation. At the discretion of the Superintendent, if two (2) or more non-instructional days need to be made up at the end of the school year due to weather or emergency cancellations, one (1) day may be made available to teachers for use as a "close out" day (for individual work such as file maintenance, classroom work, transition meetings, etc.).

2.4 Work Day

2.4.1 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 teachers is seven (7) hours and fifteen (15) minutes and may include up to six (6) hours and forty-five (45) minutes of instructional time. It is understood each school shall have a standard start and end time for teachers as established by the building administration. The professional responsibilities of the teacher may require him or her to perform certain obligations for the benefit of students, parents, and the school beyond the regularly scheduled work day. 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 teachers 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.

2.4.2 It is understood that teachers 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.

2.5 Lunch/Planning Period

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

Article 3 - Leaves of Absence

3.1 Leave to Join Peace Corps, or Vista

A leave of absence, without pay or benefits, for a period not to exceed two (2) years may be granted to a teacher on continuing contract who joins the Peace Corps or Vista. A request for such a leave shall not be denied unreasonably. Upon return from such leave, a teacher 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.

3.2 Professional Development Leave

Teachers shall be entitled to one (1) paid leave day to participate in off-site professional development activities which have been pre-approved by the Superintendent or designee.

Article 4 - Benefits

4.1 Early Retirement Stipend

Any full time teacher who has had at least fifteen (15) years of full-time service (a fifteen (15) year average of 80% time or greater) as a teacher 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 October 1 of the fiscal year preceding the early retirement, a teacher 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 teacher'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 in two (2) annual installments beginning on July 1 following the retirement date.
- d. Teachers receiving the early retirement stipend shall not be eligible for the retirement benefit in Section A, Article 7.10 above.
- e. The final approval of an early retirement stipend is at the discretion of the Board.
- f. Upon the death of a teacher who is receiving or has been approved for the early retirement stipend, the payments shall thereafter be made to the designated beneficiary of the deceased teacher.
- g. Notice of intent may be withdrawn if written notice is received by the Superintendent's office on or before December 1 of the fiscal year preceding the retirement.
- h. If early retirement is applied for, the Board guarantees to grant at least one early retirement for a teacher each year, during the term of this contract. If more than one teacher applies in any one year, the teacher whose

application was received first will be selected. Other applicants may be selected at the discretion of the Board.

- i. At its discretion, the Board may offer additional early retirement incentives to any teacher.

Article 5 - Salaries

5.1 Hiring Matrix

The hiring matrix for teachers is set forth in Appendix A.

5.2 Initial Placement on Hiring Matrix

5.2.1 Salaries for newly hired teachers will be based on their current degree status and their experience using the hiring matrix.

5.2.2 The following criteria will be used to determine experience for purposes of initial placement on the Hiring Matrix:

- a. A newly hired teacher will receive one year of experience on the hiring matrix for each year (a minimum of 135 school days) of full-time teaching at any public or private school. One (1) year of experience will be granted for every two (2) years of .50 FTE part-time employment.
- b. After a candidate is selected, the superintendent may award additional industry or subject matter experience for initial placement on the hiring matrix provided that notice is provided to the Association.
- c. A Paraprofessional employed in the Conval School District who is hired as a teacher will be given one (1) year of credit for teaching experience for every two (2) years of full time employment as a paraprofessional.

5.3 Salary Increases

5.3.1 General Salary Increase

Effective July 1, 2015 every teacher shall receive a general salary increase of 2.0%.

5.3.2 Merit Increase

For the 2015-16 school year every teacher shall be eligible for a merit increase of 1% unless the teacher is on Pathways III as of June 30, 2015.

5.3.3 Additional Graduate Course Work

Teachers who complete graduate course work shall receive the following increases in salary in accordance with the procedures set forth in the Master Professional Development Plan:

\$750 for each 15 credits after completion of the Bachelor degree

\$1,500 for completion of a 30 credit Masters Degree

\$1,000 for each 15 credits after completion of the Masters degree

5.3.4 Critical Shortage Stipend

If the District identifies a position as a critical shortage, it shall provide notice to the Association before an offer is made to an applicant. The Superintendent may grant a stipend of \$3000-\$5000 to an applicant in order to fill a position previously identified as a critical shortage. A current teacher who is in the same position and has equivalent or more experience than the selected applicant will receive a stipend in the amount necessary to equalize his/her total compensation with that of the newly hired teacher. Stipends will be paid, in the final paycheck, of each year that the position is identified as a critical shortage. If a stipend is awarded after January 1 of any year, it will be prorated for the number of months remaining in the school year. Once a position is no longer identified by the District as a critical shortage position, each teacher employed in that position and receiving the stipend will receive the stipend for one additional school year. A critical shortage will be determined based on any of the following factors:

- a. Knowledge and experience of Administration about filling vacancies in the specific area;
- b. Critical shortages declared by the New Hampshire State Commissioner of Education;
- c. Length of time expended by the Administration in trying to fill the vacancy;
- d. The lateness of the date in relationship to the opening date of the next school year.

5.4 Pay for Other Work

5.4.1 Curriculum Work

Curriculum work, performed during non-contract days, shall be compensated at the average hourly rate of the teachers and SSPs as established on July 1 of each year.

5.4.2 Department Head and Teacher in Charge

A department head or teacher in charge may be recommended by the principal and approved by the Superintendent. A department head will be paid a stipend of \$4,500 in addition to his/her regular annual salary for each year in the position. A teacher in charge will be paid a stipend of \$2,000 in addition to his/her regular annual salary for each year in the position.

Article 6 - Evaluations

6.1 Evaluation of Teachers

The evaluation of all teachers shall be in accordance with the Evaluation system developed by the joint evaluation committee and approved by the School Board and the CVEA. The evaluation system is briefly described in Appendix D. Please visit the District webpage at: <http://www.conval.edu> for more information.

Article 7 - Transfers of Teachers

7.1 Transfers for the Next School Year

If enrollment or staffing issues make it necessary to change grade level, subject matter or building assignments for the following school year, teachers in the affected buildings will be notified of the potential changes and will be given the opportunity to express their preferences. The Administration will give careful consideration to those preferences and will make changes on a voluntary basis whenever possible. If changes cannot be accomplished on a voluntary basis, the Superintendent or designee may implement any involuntary transfer within the same building. If an involuntary transfer between schools is necessary, the Superintendent or designee will transfer the teacher in the building where a teacher is to be transferred out with the least District seniority and still qualified to fill the open position.

7.2 Transfers During the School Year

Whenever a transfer becomes necessary during the school year, the Superintendent or designee will attempt to accomplish the transfer on a voluntary basis. If the transfer cannot be accomplished on a voluntary basis, the Superintendent or designee may implement any involuntary transfer within the same building. If an involuntary transfer between schools is necessary, the Superintendent or designee will transfer the teacher in the building where a teacher is to be transferred out with the least District seniority and who can be transferred without adversely affecting students or programs.

7.3 Procedures for Transfers

7.3.1 Unless mutually agreed, transfers must have an equivalent FTE status.

7.3.2 A teacher who is being considered for an involuntary transfer shall be notified, as soon as practicable, and shall be afforded the opportunity to meet with the Superintendent or designee, and a representative of the Association, to review the transfer and the reasons for it. Except in an emergency, such notice will be provided at least fifteen (15) calendar days prior to the effective date of the transfer. If the teacher is not satisfied with the involuntary transfer, he/she may resign by giving notice to the Superintendent within ten (10) calendar days of receipt of the transfer notice. If the teacher had already signed a contract for that year, the provisions of Section A, Article 12.4 shall be waived. In the event that a teacher is otherwise eligible for retirement benefits under this Section B, Article 4.1 or under Section A, Article 7.10, he/she shall be able to retire in lieu of resigning but will not receive the retirement benefits until the second fiscal year after retirement unless the Board approves an earlier payment.

7.3.3 The final decision regarding the implementation of an involuntary transfer shall rest with the Superintendent and shall not be subject to the grievance procedures provided that it is in compliance with the criteria set forth above and has not been arbitrary or capricious.

Article 8 - Miscellaneous

8.1 Academic Freedom

Academic freedom means that teachers 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 teachers 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 teacher. In order to prepare for classes and to facilitate the educational process, teachers 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.

SECTION C

PARAPROFESSIONALS

Article 1 - Definitions

Article 2 - Terms of Employment

2.1 Statement of Employment and Work Assignment

Paraprofessionals shall be provided with a Statement of Employment or intent to reemploy form on or before the last day of school. It shall be the responsibility of the employee to return said form to the Human Resources department within 21 calendar days of receipt. 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 June 30. If it becomes necessary to change a paraprofessional's assignment after the Statement of Employment has been issued, the District will notify the paraprofessional as soon as possible and will provide the paraprofessional with a revised Statement of Employment which must be signed and returned to the Human Resources department within 21 calendar days or prior to the start of the paraprofessional work year, whichever is sooner. In the event the paraprofessional does not return the form within the specified period, the District shall be under no obligation to retain his/her position and benefits will be cancelled accordingly.

The Paraprofessional Statement of Employment is an annual agreement subject to non-renewal in accordance with section 2.2.

2.2 Non-Renewal

Paraprofessionals shall be notified as soon as possible but no later than the last day of school if he/she will not be issued a Statement of Employment or intent to reemploy for the following school year.

However, any paraprofessional who has been employed for five (5) or more consecutive full school years shall be notified in writing on or before June 1 if he/she will not be issued a Statement of Employment or intent to reemploy form for the following school year. After completing five (5) consecutive full school years, a paraprofessional who is being non-renewed may request a written statement of reasons and a hearing before a committee of at least three (3) members of the School Board. If a hearing is requested, the Board Committee will hold the hearing within fifteen (15) school days and will issue its decision in writing within fifteen (15) school days (or business days if the school year has ended). The Board Committee shall not overturn the decision of the Superintendent unless it is arbitrary and capricious. The Board's decision may be appealed to arbitration, provided, however, that the arbitrator shall not overturn the Board Committee's decision unless it is arbitrary and capricious. For paraprofessionals who were employed by the

District prior to August 25, 2005, these provisions will be effective as of July 1, 2015. For paraprofessionals who were employed by the District after August 25, 2005 but on or before August 25, 2013, these provisions will become effective on July 1, 2018. For all other paraprofessionals, these provisions will become effective upon completion of five (5) consecutive full school years of employment.

2.3 Work Year

The work year for all paraprofessionals shall be a maximum of 185 days, between August 25 and June 30, which may include up to five (5) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Superintendent of designee. New paraprofessionals may be required to work one (1) additional orientation day.

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

2.4 Work Day

A 1.0 FTE paraprofessional works 7.25 hour per day. The paraprofessionals' daily work schedule is set by the Building Administrator.

2.5 Lunch

The Board will make every effort to provide paraprofessionals with a duty-free lunch. The Board will continue its current practice of paying paraprofessionals for their lunch period.

Article 3 - Leaves of Absence

3.1 Leave for Education/Training

Paraprofessionals shall be entitled to one (1) paid leave day to participate in off-site education or training activities which have been pre-approved by the Superintendent or designee.

Article 4 - Benefits

Article 5 - Wages

5.1 Hiring Matrix

The hiring matrix for paraprofessionals is set forth in Appendix B

5.2 Initial Placement on Wage Schedule

The hourly rate for newly hired paraprofessionals will be based on current certification status and years of relevant experience, as follows:

- a. Each step on the wage schedule reflects one (1) year of full-time employment (a minimum of 135 school days) in any of the following positions: teacher in any public or private school, day care assistant, librarian or library assistant, paraprofessional or instructional assistant in any public or private school. One (1) step will be granted for every two (2) years of .50 FTE part-time employment.
- b. An administrative assistant or secretary employed in the Conval School District who is hired as a paraprofessional will receive one (1) step for every two (2) years (a minimum of 135 work days each year) of full-time employment.
- c. After a candidate is selected, the superintendent may award additional relevant experience or training for initial placement on the hiring matrix, provided that notice is provided to the Association.

5.3 Wage Increases

Effective July 1, 2015 highly skilled paraprofessionals shall receive an 8% wage increase and all other paraprofessionals shall receive a 3% wage increase. Every paraprofessional who participates in the District's health insurance plan shall receive a \$250 mid-year stipend, paid in the first paycheck in December, 2015. Every paraprofessional who does not participate in the District's health insurance plan or pays no premium pursuant to Article 7.2.4 of Section A shall receive a \$125 mid-year stipend, paid in the first paycheck in December, 2015.

5.4 Additional Certification

Paraprofessionals who become certified shall have their hourly wage increased by 20%. Certified paraprofessionals who become highly skilled shall have their hourly wage adjusted by 5%.

5.4 Pay for Other Work

5.4.1 Curriculum Work

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

5.4.2 Overtime

The paraprofessional is an hourly paid employee. If a paraprofessional and principal/supervisor mutually agree to additional hours of work beyond the paraprofessional's regularly scheduled work hours, such hours will be compensated on the following basis:

1. Up to and including forty (40) hours per week (Sunday through Saturday) 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.

Article 6 - Evaluations

6.1 Evaluation of Paraprofessionals

Each paraprofessional shall be guaranteed at least one formal observation in accordance with the District's observation tool 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.

Article 7 - Transfers

7.1 Transfers for the Next School Year

Paraprofessional assignments for the following school year will be made based on the needs of students and the District. The Superintendent will avoid transferring paraprofessionals between buildings where possible.

7.2 Transfers During the School Year

Whenever a transfer becomes necessary during the school year, the Superintendent will attempt to accomplish the transfer on a voluntary basis. If the transfer cannot be accomplished on a voluntary basis, the Superintendent or designee may implement an involuntary transfer.

7.3 Procedures for Transfers

7.3.1 Unless mutually agreed, transfers must have an equivalent FTE status.

7.3.2 A paraprofessional who is being considered for an involuntarily transfer shall be notified, as soon as practicable, and shall be afforded the opportunity to meet with the Superintendent or designee, and a representative of the Association, to review the transfer and the reasons for it. Except in an emergency, such notice will be provided at least fifteen (15) calendar days prior to the effective date of the transfer. If the paraprofessional is not satisfied with the involuntary transfer, he/she may resign by giving notice to the Superintendent within ten (10) calendar days of receipt of the transfer notice. If the paraprofessional had already signed a statement of employment for that year, the provisions of Section A, Article 12.4 shall be waived. In the event that a paraprofessional is otherwise eligible for retirement benefits under Section A, Article

7.10, he/shall be able to retire in lieu of resigning but will not receive the retirement benefits until the second fiscal year after retirement unless the Board approves an earlier payment.

7.3.3 The final decision regarding the implementation of an involuntary transfer shall rest with the Superintendent and shall not be subject to the grievance procedures provided that it is in compliance with the criteria set forth above and has not been arbitrary or capricious.

SECTION D

SPECIAL SERVICE PROFESSIONALS

Article 1 - Definitions

Article 2 - Terms of Employment

2.1 Contract and Work Assignment

Contracts will be issued at the soonest date following April 15th, but in no event later than May 31st. It shall be the responsibility of the SSP to return said form to the Human Resources department within 21 calendar days of receipt. In the event the SSP 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 June 30. If it becomes necessary to change an SSP's assignment after the contract has been issued, the District will notify the SSP as soon as possible and will provide the SSP with a revised contract which must be signed and returned to the Human Resources department within 21 calendar days or prior to the start of the SSP work year, whichever is sooner. In the event the SSP does not return the form within the specified period, the District shall be under no obligation to retain his/her position and benefits will be cancelled accordingly.

Initial SSP caseloads shall be assigned within the first seven (7) school days of each school year. Caseloads shall be assigned by the Director of Student Services, with input from the SSPs where appropriate. Adjustments may be made as needed throughout the school year to meet the needs of students.

Work assignment will be stated on the contract.

The SSP Contract is an annual contract subject to non-renewal in accordance with Section 2.2.

2.2 Non-Renewal

SSPs shall be notified as soon as possible but no later than May 15 if he/she will not be issued a Contract for the following school year.

However, any SSP who has been employed for five (5) or more consecutive full school years shall be notified in writing on or before May 15 if he/she will not be issued a Contract for the following school year. After completing five (5) years consecutive school years, an SSP who is being non-renewed may request a written statement of reasons and a hearing before a committee of at least three (3) members of the School Board. If a hearing is requested, the Board Committee will hold the hearing within fifteen (15) school days and will issue its decision in writing within fifteen (15) school days (or business days if the school year has ended). The Board Committee shall not

overturn the decision of the Superintendent unless it is arbitrary and capricious. The Board's decision may be appealed to arbitration provided, however, that the arbitrator shall not overturn the decision of the Board Committee unless it is arbitrary and capricious. For SSPs who were employed by the District prior to August 25, 2005, these provisions will be effective as of July 1, 2015. For SSPs who were employed by the District after August 25, 2005 but on or before August 25, 2013, these provisions will become effective on July 1, 2018. For all other SSPs, these provisions will become effective upon completion of five (5) consecutive full school years of employment.

2.3 Work Year

The work year for all returning SSPs shall be a maximum of 187 days, between August 25 and June 30, which may include a minimum of seven (7) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Director of Student Services. New SSP employees may be required to work one (1) additional orientation day.

One day before the first day of school will be used by SSPs for professional, program or curriculum preparation. At the discretion of the Superintendent, if two (2) or more non-instructional days need to be made up at the end of the school year due to weather or emergency cancellations, one (1) day may be made available to SSP's for use as a "close out" day (for individual work such as file maintenance, office work, transition meetings, etc.).

2.4 Work Day

2.4.1 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 SSPs shall not exceed seven (7) hours and fifteen (15) minutes. The Director of Student Services will establish the work day schedule. SSP's shall not be regularly assigned duties (such as bus duty or recess duty) before, during, or after the school day. The professional responsibilities of the SSP 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 departmental meetings, meetings regarding individual students, or serving on building or district committees. While all SSPs 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.

2.4.2 It is understood that SSPs 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 SSP in a given

school shall be voluntary. SSPs 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 SSPs who do not voluntarily accept such assignments.

2.5 Lunch/Planning Period

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

Article 3 - Leaves of Absence

3.1 Leave to Volunteer

A leave of absence, without pay or benefits, for a period not to exceed two (2) years may be granted to an SSP with at least five (5) years of service who joins the Peace Corps, Doctors Without Borders, or other organization aligned with the SSP's license or certification. A request for such a leave shall not be denied unreasonably. Upon return from such leave, an SSP who while on leave served in a capacity related to his/her professional certification or licensure 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.

3.2 Professional Development Leave

SSP's shall be entitled to two (2) paid professional leave days to participate in off-site professional development activities which have been pre-approved by the Director of Student Services. If an SSP attends a pre-approved activity on a weekend during the school year, he/she may elect, with the approval of the Director of Student Services, to take off one of the other scheduled professional development days or to be paid at his/her per diem rate for up to seven (7) hours and fifteen (15) minutes.

Article 4 - Benefits

4.1 Early Retirement Stipend

Any full time SSP who has had at least fifteen (15) years of full-time service (a fifteen (15) year average of 80% time or greater) as a SSP 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 October 1 of the fiscal year preceding the early retirement, an SSP 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 SSP'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 in two (2) annual installments beginning on July 1 following the retirement date.
- d. SSPs receiving the early retirement stipend shall not be eligible for the retirement benefit in Section A, Article 7.10 above.
- e. The final approval of an early retirement stipend is at the discretion of the Board.
- f. Upon the death of an SSP who is receiving or has been approved for the early retirement stipend, the payments shall thereafter be made to the designated beneficiary of the deceased SSP.
- g. Notice of intent may be withdrawn if written notice is received by the Superintendent's office on or before December 1 of the fiscal year preceding the retirement.
- h. If early retirement is applied for, the Board guarantees to grant at least one early retirement for an SSP each year, during the term of this contract. If more than one SSP applies in any one year, the SSP whose application was received first will be selected. Other applicants may be selected at the discretion on the Board.
- i. At its discretion, the Board may offer additional early retirement incentives to any SSP.

4.2 Liability Insurance

The District shall provide liability coverage under the District's general liability insurance for claims against SSPs arising out of their employment with the District.

Article 5 - Salaries

5.1 Hiring Matrix

The hiring matrix for SSPs is set forth in Appendix A

5.2 Initial Placement on Hiring Matrix

5.2.1 Salaries for newly hired SSPs will be based on their current degree status and their experience using the hiring matrix.

5.2.2 The following criteria will be used to determine experience for purposes of initial placement on the Hiring Matrix:

- a. A newly hired SSP will receive one year of experience on the hiring matrix for each year (a minimum of 135 school days) of full-time employment in the same field at any public or private institution. One (1) year of experience will be granted for every two (2) years of .50 FTE part-time employment.
- b. After a candidate is selected, the superintendent may award additional industry or subject matter experience for initial placement on the hiring matrix provided that notice is provided to the Association.
- c. A Paraprofessional employed in the Conval School District who is hired as an SSP will be given one (1) year of credit for every two (2) years of full time employment as a paraprofessional in a related field.

5.3 Salary Increases

5.3.1 General Salary Increase

Effective July 1, 2015 every SSP shall receive a general salary increase of 2.0%.

5.3.2 Merit Increase

For the 2015-16 school year every SSP shall be eligible for a merit increase of 1% unless the SSP is on a performance improvement plan as of June 30, 2015.

5.3.2 Additional Graduate Course Work

SSPs who complete graduate course work shall receive the following increases in salary in accordance with the procedures set forth in the Master Professional Development Plan:

\$750 for each 15 credits after completion of the Bachelor degree

\$1,500 for completion of a 30 credit Masters Degree

\$1,000 for each 15 credits after completion of the Masters degree

5.3.5 Critical Shortage Stipend

If the District identifies a position as a critical shortage, it shall provide notice to the Association before an offer is made to an applicant. The Superintendent may grant a stipend of \$3,000-\$5,000 to an applicant in order to fill a position previously identified as a critical shortage. A current SSP who is in the same position as a selected applicant will receive a stipend equal to the highest stipend paid to a newly hired SSP during that school year. Stipends will be paid, in the final paycheck, of each year that the position is identified as a critical shortage. If a stipend is awarded after January 1 of any year, it will be prorated for the number of months remaining in the school year. Once a position is no longer identified by the District as a critical shortage position, each SSP employed

in that position and receiving a stipend will receive the stipend for one additional school year. A critical shortage will be determined based on any of the following factors:

- a. Knowledge and experience of Administration about filling vacancies in the specific area;
- b. Critical shortages declared by the New Hampshire State Commissioner of Education;
- c. Length of time expended by the Administration in trying to fill the vacancy,
- d. The lateness of the date in relationship to the opening date of the next school year.

5.4 Pay for Other Work

5.4.1 Curriculum Work

Curriculum work assigned by the District, performed during non-contract days, shall be compensated at the average hourly rate of the teachers and SSPs, as established on July 1 of each year.

5.4.2 Direct Services Work

Professional work assigned by the District, performed during non-contract days, shall be compensated at the individual SSP's per diem rate, prorated per hour, as established on July 1 of each year. If the Board determines it is unable to accurately budget individual rates, it will notify the Association and the parties will agree on a different method of determining the per diem rate.

Article 6 - Evaluations

6.1 Evaluation of SSPs

The evaluation of SSPs shall be in accordance with the Evaluation system developed by the joint evaluation committee and approved by the School Board and the CVEA. Please visit the District webpage at: <http://www.conval.edu> for more information.

Article 7 - Transfers of SSPs

7.1 Transfers for the Next School Year

Most SSP positions are District wide positions and the SSP will provide services wherever the students needing those services are located. For SSP positions that are assigned to a particular building, if enrollment or staffing issues make it necessary to

change a building assignment for the following school year, SSPs in that position will be notified of the potential change and will be given the opportunity to express their preferences. The Administration will give careful consideration to those preferences and will make changes on a voluntary basis whenever possible. If changes cannot be accomplished on a voluntary basis, the Superintendent or designee will transfer the SSP whose skills and experience best meet the needs of the District.

7.2 Transfers During the School Year

Whenever a transfer becomes necessary during the school year, the Superintendent will attempt to accomplish the transfer on a voluntary basis. If the transfer cannot be accomplished on a voluntary basis, the Superintendent or designee will transfer the SSP with the least District years of service and who can be transferred without adversely affecting students or programs.

7.3 Procedures for Transfers

7.3.1 Unless mutually agreed, transfers must have an equivalent FTE status.

7.3.2 An SSP who is being considered for an involuntarily transfer shall be notified, as soon as practicable, and shall be afforded the opportunity to meet with the Superintendent or designee, and a representative of the Association, to review the transfer and the reasons for it. Except in an emergency, such notice will be provided at least fifteen (15) calendar days prior to the effective date of the transfer. If the SSP is not satisfied with the involuntary transfer, he/she may resign by giving notice to the Superintendent within ten (10) calendar days of receipt of the transfer notice. If the SSP had already signed a contract for that year, the provisions of Section A, Article 12.4 shall be waived. In the event that the SSP is otherwise eligible for retirement benefits under this Section B, Article 4.1 or under Section A, Article 7.10, he/she shall be able to retire in lieu of resigning but will not receive the retirement benefits until the second fiscal year after retirement unless the Board approves an earlier payment.

7.3.3 The final decision regarding the implementation of an involuntary transfer shall rest with the Superintendent and shall not be subject to the grievance procedures provided that it is in compliance with the criteria set forth above and has not been arbitrary or capricious.

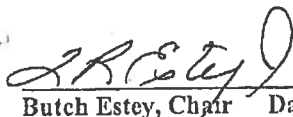
Article 8 Miscellaneous

8.1 Academic Freedom

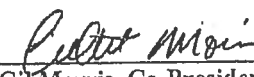
Academic freedom means that professional staff are free to present additional instructional materials which are pertinent to the subject taught within the outlines of appropriate course content. It further means that professional staff shall be entitled to freedom of discussion in the classroom on matters 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.

This document represents the Tentative Agreement, subject to editorial corrections, reached by the parties on January 6, 2015 and ratified by the Conval School Board on January 6, 2015 and the Conval Education Association on January 8, 2015.

For the Conval School Board:


Butch Estey, Chair Date

For the Conval Education Association:

 1/13/15
Gil Morris, Co-President Date

 1-13-15
Robin King, Co-President Date

Appendix A

2015-16

Teacher - SSP Hiring Schedule

Base pay- Lane to Lane \$800

Base: \$34,000

Between Steps 1.0225

STEP	BACH +00	B+15	B+30		MAST	M+15	M+30	M+45
1	34,000	34,850	35,700		37,300	38,150	39,000	39,850
2	34,765	35,634	36,503		38,139	39,008	39,878	40,747
3	35,547	36,436	37,325		38,997	39,886	40,775	41,663
4	36,347	37,256	38,164		39,875	40,783	41,692	42,601
5	37,165	38,094	39,023		40,772	41,701	42,630	43,559
6	38,001	38,951	39,901		41,689	42,639	43,589	44,539
7	38,856	39,827	40,799		42,627	43,599	44,570	45,542
8	39,730	40,724	41,717		43,587	44,580	45,573	46,566
9	40,624	41,640	42,655		44,567	45,583	46,598	47,614
10	41,538	42,577	43,615		45,570	46,608	47,647	48,685
11	42,473	43,535	44,597		46,595	47,657	48,719	49,781
12	43,429	44,514	45,600		47,644	48,729	49,815	50,901
13	44,406	45,516	46,626		48,716	49,826	50,936	52,046
14	45,405	46,540	47,675		49,812	50,947	52,082	53,217
15	46,426	47,587	48,748		50,933	52,093	53,254	54,415
16			49,845		52,079	53,265	54,452	55,639
17					53,250	54,464	55,677	56,891
18					54,448	55,689	56,930	58,171
19							58,211	59,480
Longevity	46,426	49,587	50,807		53,448	57,589	58,211	61,480

Appendix B

2015-16

Paraprofessional Hiring Schedule

	Non- Certified	Certified	Highly Skilled
Step 1	10.25	12.77	13.41
Step 2	10.53	13.16	13.82
Step 3	10.83	13.52	14.20
Step 4	11.16	13.93	14.63
Step 5	11.34	14.34	15.06
Step 6	11.79	14.76	15.50
Step 7	12.25	15.21	15.97
Step 8	12.74	15.66	16.44
Step 9	13.20	16.13	16.94
Step 10	13.69	16.62	17.45
Step 11	14.16	17.11	17.97
Step 12	14.65	17.63	18.51
Step 13	15.13	18.14	19.05
Step 14	15.62	18.69	19.62
Step 15	16.09	19.73	20.72
Longevity	16.99	20.83	21.87

APPENDIX C

Grievance # _____

**GRIEVANCE REPORT FORM
CONTOOCOOK 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
TEACHER**

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

Athletic Stipends 2015-16

HS Level 1	HS Level 2	HS Level 3	MS Level 4	MS Level 5	HS Level 6	Level 7
Basketball - Boys Varsity	Baseball - Varsity	Baseball - JV	Baseball	Cross Country-GBS	Strength & Conditioning - Fall	Special Olympics - Fall
Basketball - Girls Varsity	Basketball - Boys JV	Basketball - Boys Freshman	Basketball - Boys A Team	Soccer - Boys B Team	Strength & Conditioning - Spring	Special Olympics - Spring
Football - Varsity	Basketball - Girls JV	Basketball - Boys Varsity Assistant	Hockey Field	Wrestling	Strength & Conditioning - Winter	Special Olympics - Winter
Hockey Ice -Boys Varsity	Cross Country Varsity Coed	Basketball - Girls Freshman	Soccer - Boys A Team			
Hockey Ice -Girls Varsity	Hockey Field - Varsity	Basketball - Girls Varsity Assistant	Spirit Team - Basketball			
Soccer - Boys Varsity	Lacrosse - Boys Varsity	Football - Assistant-(4)	Track - Spring			
Soccer - Girls Varsity	Lacrosse - Girls Varsity	Hockey Field - Freshman	Basketball - Boys B Team			
Track -Boys/Girls Varsity Spring	Soccer - Boys JV	Hockey Field - JV	Basketball - Girls A Team			
Wrestling - Varsity	Soccer - Girls JV	Hockey Ice - Boys Assistant	Basketball - Girls B Team			
	Softball - Varsity	Hockey Ice - Girls Assistant	Cross Country-SMS			
	Spirit Team - Basketball	Lacrosse - Boys JV	Soccer - Girls A			
	Track - Winter	Lacrosse - Girls JV	Softball			
	Volleyball Varsity	Skiing - Varsity Alpine				
		Skiing - Varsity Nordic				
		Soccer - Boys Assistant		12.30%	\$33,200	Level 1
		Soccer - Girls Assistant		10.00%	\$4,083.60	Level 2
		Softball - JV		8.00%	\$3,320.00	Level 3
		Spirit Team - Football		6.00%	\$2,656.00	Level 4
		Tennis - Boys Varsity		5.00%	\$1,992.00	Level 5
		Tennis - Girls Varsity		Strength & Conditioning	\$1,660.00	Level 6
		Track Assistant - Winter		Special Olympics	\$1,000.00	Level 7
		Track Assistant Boys/Girls - Spring (3)				
		Volleyball - JV				

Appendix E

Non - Athletic Stipends 2015-16

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
HS Drama - Musical Director	HS Dance Team	HS Club - German	HS Student Leaders	HS Class Advisor - Junior	HS Class Advisor - Freshman
HS Equestrian Club	HS Music - Jazz Band	HS Drama - Festival Director	HS Club - Chem / National Science Bowl	HS Class Advisor - Sophomore	HS Class Advisor - Senior
HS Music - Pep Band	GBS New Hampshire Dance Instil	HS Drama - Musical Choreographer	HS Drama Club International Thespian Society	HS Club - Spanish	HS Club - Art
SMS Drama	SMS Club - 4H	HS Drama - Musical Music Director	HS Drama - Musical Tech Director	HS Golf Club	HS Gay Straight Alliance
HS Yearbook	SMS Music - Jazz Band	HS Drama - Play Director	HS Drama - Play Tech Director	HS Graduation Advisor	HS Math Team
	SMS New Hampshire Dance Insti	HS Drama - Program Producer	HS Green Team	HS Interact	HS Music - Monadnock Valley Festival
		HS Envirothon	HS Music - All State Chorus	HS Literary Magazine	HS Music - Monadnock Valley Festival
		HS History-History Bowl-Granite State	HS Newspaper	HS Music - Memorial Day Parade	HS Music - NE Festival
		HS Music - All State Band	HS Makers Club	SMS Club - Environmental	HS Music - NE Festival
		HS Music - All State Strings	GBS Drama	SMS Drama - Tech	HS Music - NE Festival
		HS Music - Select Chorus	GBS Music - All State Orchestra	SMS Weight Training - Winter/Spring	HS Photography Club
		HS Ocean Bowl	SMS Student Council	HS Student Council	HS Youth and Government
		SMS Dance Team		SMS Radio Club	GBS Club - Art
		SMS Music - Select Chorus		SMS Volley Ball Club	GBS Music - All State Band
		SMS Peer Mediation		GBS Flag Football Club	GBS Music - All State Chorus
		SMS Robotics		GBS Floor Hockey Club	GBS Student Council
					GBS Recycling Club
					SMS Music - All State Band
					SMS Music - All State Chorus
					SMS Music - Memorial Day Parade
					SMS Newspaper
					SMS Yearbook
					HS Club - French
					HS Future Business Leaders
					HS National Honor Society
					GBS Graduation Coordinator
					GBS Graduation Coordinator
					GBS Music - Memorial Day Parade
					GBS Yearbook
					HS Forensic/Debate
					HS Badminton

%	\$33,200	Level
7.5	\$2,490.00	1
6.8	\$2,257.60	2
5.6	\$1,859.20	3
3.5	\$1,162.00	4
2.3	\$763.60	5
1.7	\$564.40	6

APPENDIX F

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: _____