

AGREEMENT

CONWAY EDUCATION ASSOCIATION

AND

CONWAY SCHOOL BOARD

Effective July 1, 2023

Expires June 30, 2026

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PREAMBLE

The Conway School Board and the Conway Education Association recognize that its common purpose is to strive for the best educational programs, services, and facilities for the children and youth of Conway.

To encourage and increase effective and harmonious working relationships between the Conway School Board (hereinafter the "Board") of Conway School District (hereinafter the "District") and its employees represented by the Conway Education Association, a voluntary Association (hereinafter the "Association"), unified with the New Hampshire Education Association (hereinafter the "NHEA"), and with the National Education Association (hereinafter the "NEA").

ARTICLE I RECOGNITION

- 1-1 For the purposes of collective negotiations, the Board recognizes the Conway Education Association as the exclusive representative of all teachers of the Conway School District during the term of this Agreement. Teachers shall include any individuals employed by the Conway School District, the qualifications for whose positions are such as to require them to hold an appropriate credential issued by the N.H. State Board of Education under its regulations governing certification of teaching personnel, EXCEPT that the term "teachers" or "teaching personnel" shall not include superintendents, assistant superintendents, business administrators, principals, assistant principals, director of school counseling, director of career and technical education, non-teaching nurses, teacher aides, tutors, substitute teachers, school volunteers, or persons employed by the State Board of Education or the North Country Education Foundation, or department heads whose school day consists of more than 50% department head duties.
- 1-2 The Association agrees to represent equally all such professional employees in the unit designated in 1-1 under Article I without discrimination and without regard to membership in the Association. However, this shall not prevent the Board from communicating or consulting with any employee or group of employees covered by this Agreement for any purpose the Board shall deem desirable in the discharge of its responsibilities.
- 1-3 Despite reference in this Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee (such committee shall be reasonable in number), individual member, or designated representative, whether or not a member.
- 1-4 DEFINITIONS
- 1-4.1 The term "School" as used in this Agreement means any work location or function division maintained by the Board where instruction is offered to the children and youth enrolled in the Conway School District.
- 1-4.2 The term "Principal" as used in this Agreement means the responsible administrative head of their respective school.
- 1-4.3 The term "Teacher" as used in this Agreement means a person employed by the Board included in unit defined in Article I, Section 1-1, of this Agreement.
- 1-4.4 The term "Faculty Representative" as used in this Agreement means the association faculty representative or his/her teacher designee. However, they shall be part of the unit defined in Article I, Section 1-1.

- 1-4.5 Wherever the singular is used in this Agreement, it is to include the plural, unless the intent of the language specifies otherwise.
- 1-4.6 The term "Teacher on Continuing Contract" shall refer to any person employed by the Board who fits the descriptions set forth in RSA 189:14-a I (b) and 14-a II, amended.
- 1-4.7 The term "direct economic benefits" shall mean benefits provided the employee such as group life insurance, health insurance, authorized leaves of absence, and the number of working days provided in a contract. Part time staff who work at least ½ time shall receive benefits on a prorated basis. The work schedule will be prorated to the number of days accordingly. A teacher who is .5 FTE would be scheduled for 90 student days and 3.5 professional development days.
- 1-4.8 The term "strike" means the failure of one or more days or any portion thereof by concerted action with others to report for duty, the willful absence from one's position, the stoppage of work, or the willful abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, and without the lawful approval of one's superior, or in any manner interfering with the operation of public schools, for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

ARTICLE II

NEGOTIATION PROCEDURE

- 2-1.1 Not later than August 15, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party, concerning salaries, wages, hours, other direct economic benefits, other areas covered by this Agreement, and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute.
- 2-1.2 The Negotiation Committee of the Board and the Negotiation Committee of the teachers shall have the authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 2-1.3 The Board agrees to make a good faith effort to provide the Association such non confidential information in its possession as is reasonably requested and necessary for the intelligent development of proposals. The Board shall make available to the Association information which the Board is required by law to release to the general public.
- 2-2 Any agreement reached shall be in 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 of the Conway School District. The Board shall make a good faith effort to secure the funds necessary to implement fully said agreements.
- 2-3.1 If an impasse is declared, a mediator, mutually acceptable to both parties, will be selected, first by consultation, and thereafter from a list provided by the New Hampshire PELRB. If after ten (10) days from the receipt of the list the parties have not agreed upon a mediator, the PELRB shall appoint one.
- 2-3.2 If either party so chooses, or if mediation does not result in agreement within fifteen (15) days after the

first mediation session, a fact finder, mutually acceptable to both parties, shall be selected, first by consultation, and thereafter from a list provided by the New Hampshire PELRB. If after ten (10) days from the receipt of the list the parties have not agreed upon a fact finder, the PELRB shall appoint one.

2-3.3 The neutral party shall divide the issues into cost and non-cost items. On non-cost items the neutral party shall make findings which shall be binding on both parties. Such findings shall attempt to reflect concerns and interests of both negotiating parties.

On cost items the neutral party shall be limited to the issues still in dispute. When more than one cost item is submitted, the neutral party shall compute the total cost of each party's last offer and then provide recommendations best supported by comparability, equity, cost of living, and such other meaningful criteria.

All findings of facts and recommendations shall be made public thirty (30) days after receipt of these by the parties, provided that no agreement has been reached.

2-3.4 If either negotiating team rejects the neutral party's recommendations on cost items, their recommendations shall be submitted to the full membership of the employee organization and to the board of the public employer, which shall vote to accept or reject so much of their recommendations as otherwise permitted by law.

2-3.5 If either the full membership of the employee organization or the board of the public employer rejects the neutral party's recommendations, his/her findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of their recommendations as otherwise permitted by law.

2-4 If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. All items still in dispute shall be renegotiated. If agreement still cannot be reached within fifteen (15) days, mediation and fact finding may be requested by either party, using procedures outlined in 2-3.1, 2-3.2, 2-3.3, 2-3.4 and 2-3.5

2-5 The costs for the services of the mediator and/or neutral party including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by both parties.

2-6 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist it in negotiations.

2-7 The Board and the Association shall negotiate any change in the terms and conditions of employment. This is to include any impact on the terms and conditions of employment brought about as a result of the Board exercising its managerial policy within the exclusive prerogative as a public employer.

ARTICLE III **GRIEVANCE PROCEDURE**

3-1 A "Grievance" shall mean an alleged violation, misinterpretation, or misapplication with respect to one or more teachers, of any provision of this agreement governing teachers. A grievance to be considered under this procedure must be initiated by the teacher within twenty (20) work days of its occurrence. Any grievance in June must be filed by July 20th.

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 aggrieved teacher to proceed to the next step, except at the Board level. The Board must give its decision within fifteen (15) work days. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3-2.2 It is understood that teachers 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 fully determined.

3-3 PROCEDURE

3-3.1 Any teacher who has a grievance shall state this is a grievance when first discussing it with their principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level.

3-3.2 If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) work days, they shall set forth their grievance in writing to the principal specifying: (a) the nature of the grievance and the article of agreement allegedly violated; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) their dissatisfaction with decisions previously rendered; (e) the remedy sought. The principal shall communicate their decision to the teacher in writing within five (5) work days of receipt of the written grievance.

3-3.3 The teacher, no later than five (5) work days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal, as specified above, and the teacher's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the teacher to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate their decision in writing to the teacher and the principal.

3-3.4 If the grievance is not resolved to the teacher's satisfaction, they, no later than five (5) work 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 of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the teacher and render a decision in writing within twenty (20) work days of receipt of the grievance by the Board or of the hearing with the teacher, whichever comes later.

3-3.5 If the decision of the Board does not resolve the grievance to the satisfaction of the teacher grievant, and they wish reviewed by a third party, they shall so notify the Association within ten (10) work days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the Board through the Superintendent within fourteen (14) work days of receipt of the Board's decision. Either party will then initiate a request for arbitration under the procedure set forth herein within fourteen (14) work days of the Association's decision.

3-4 GRIEVANCE ARBITRATION PROCEDURES

3-4.1 No matter shall be considered a proper subject for arbitration or be subject to the arbitration provision set forth herein, if it pertains to (a) any matter for which a specific method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board pertaining to its internal organization or (d) any matter which according to law is either beyond the

scope of Board authority or limited to unilateral action by the Board alone or (e) a complaint of a teacher not on a continuing contract which arises by reason of their not being reemployed or (f) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which a continuing contract is either not possible or not required.

3-4.2 An arbitrator mutually agreeable to the parties shall be selected from a list provided by the Public Employee Labor Relations Board or provided by each party. If after ten (10) calendar days from receipt of this list the parties are unable to reach agreement on the appointment of an arbitrator, an arbitrator shall be selected utilizing the services of the American Arbitration Association.

3-4.3 The arbitrator shall be limited to the issues as submitted at the School Board level, and shall consider nothing else. They may add nothing to nor subtract anything from the Agreement between the parties. The findings of the arbitrator shall be final and binding. Only the Board and the aggrieved and their representative shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

3-5 RIGHTS OF TEACHERS TO REPRESENTATION

3-5.1 The aggrieved person may be represented at all stages of the grievance procedure, at their option, by himself/herself, or by their representative, or by a representative selected by the Association.

3-5.2 When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or any higher level, be notified by the Superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all grievance sessions at the stage described in 3-3.2 and beyond held concerning such grievance and shall receive a copy of all decisions rendered.

3-5.3 The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting their appeal with respect to their personal grievance.

3-6 COSTS

3-6.1 The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the parties.

3-7 MISCELLANEOUS

3-7.1 If, in the judgment of either party, a particular grievance shall affect a group of teachers, the Association may join in the processing of the grievance and become a party thereto at the stage described in 3-3.2 and beyond.

3-7.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3-7.3 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV
PEACEFUL RESOLUTION OF DIFFERENCES

- 4-1 In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the term of this Agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform any professional assignment on the part of any teacher(s) represented hereunder, nor shall the Association or its members take part in or condone sanctions against the Board or the District.
- 4-2 The Board shall not engage in or sponsor any lockouts.

ARTICLE V
TEACHER EVALUATION

- 5-1 The evaluation of teachers shall be conducted in accordance with the Professional Evaluation System mutually developed by the Association and Board.
- 5-2 The Professional Evaluation System may be modified at any time by a committee established for such a purpose and including an equal number of both CEA and management. Such modifications are effective when ratified by a vote of the Association membership and adopted formally by the Board.
- 5-3 Any evaluation that does not adhere to the procedures set forth in the Professional Evaluation System shall be subject to the grievance procedure with such being the issue. The judgment exercised in the evaluation, if based on accurate information, is not grievable.
- 5-4 Team leaders, department heads and mentors, while fully willing to assist teachers, will not be held responsible for evaluation but may contribute to the process.
- 5-5 Non-probationary teachers rated proficient or higher on the CATE may, at the discretion of the supervisor, be evaluated on a two year cycle. Teachers must be notified by October 15th of the school year in which they are going to be evaluated.

ARTICLE VI
PERSONNEL FILE

- 6-1 Upon written request, each teacher shall have the right to review, at a time mutually convenient, the contents of their file in the central office, excepting, however, any confidential references. At the teacher's request, a witness of their choice may accompany the teacher in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files. The teacher may use the copy machine in the business office and pay \$0.25 per copy of such contents and records as concerns their work or themselves.
- 6-2 While the School Board recognizes its obligation to be available to the public at all times, it also believes that individual complaints can usually be resolved most effectively by the parties directly concerned. The Board, therefore, will not ordinarily hear complaints from parents and/or members of the public until such complaints have been raised first with the teacher, and if not resolved successfully, with the department head (where applicable), principal, and superintendent, and receive such complaint in writing. It is understood that parents, members of the public, and teachers may request a third party to be present during any discussion of a complaint. If this provision causes any undue hardship, parents or community members may place any complaint in writing, and after presentation to the teacher and the

Board, may address the Board in Executive Session. The teacher will be given the full right of reply in Executive Session which, depending on the case, can be simultaneous with the complainant's session or follow it immediately.

- 6-3 A teacher shall have the right to answer in writing any complaints filed in their personnel file and the answers shall be attached to the complaint and reviewed by the Superintendent of Schools or their designated representative. Any unsubstantiated complaints shall not be placed or noted in a personnel file.

ARTICLE VII

ASSIGNMENT OF PROFESSIONAL PERSONNEL

- 7-1 The Board will assign personnel on the basis of their qualifications, the needs of the district, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first in accordance with the needs of the district, second where the administration feels the teacher is most qualified to serve, third as to expressed preference of teachers. Under no circumstances will a professional teacher be assigned to a position for which they are not qualified and certifiable by the State Department of Education Bureau of Certification for Educational Personnel.

7-2 REDUCTION IN FORCE

- 7-2.1 As soon as reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Association and the teachers in the specific classifications within which it is contemplated a position will be eliminated. The School Board has the right to decrease the number of members of the bargaining unit because of a decrease in enrollment or the discontinuation or reduction of a program. The performance history of teachers, as recorded by the District's performance evaluation procedure, will be used in making decisions regarding which teachers will be laid-off within a teaching classification. To determine performance, the District will use the last 3 years of evaluations, or less if a teacher has not been employed for that length of time. Seniority will be defined as most years of experience (as per date of hire) in the District within the NH certification area subject to the reduction in force. If the teacher is currently dually certified, overall years of experience with all certifications is considered. Reductions in staff will be made first from the group of teachers determined to be unsatisfactory by the professional evaluation System with teachers having the most seniority going last. If further reductions are needed, they will be made from the group of teachers determined to be basic by the professional evaluation system with teachers having the most seniority going last. If further reductions are needed, they will be made from the group of teachers determined to be proficient or distinguished by the professional evaluation system with teachers having the most seniority going last.
- 7-2.2 For a one year period from the end of employment, after a lay-off due to a reduction in force, such members of the bargaining unit who were evaluated Proficient or Distinguished in their last year with the District in order of greatest seniority shall be renominated and elected. The recalled individual will have 2 weeks from date of notification to notify the District that they will return. Such renomination shall not result in the loss of credit for prior years of service, and all years of service shall be considered consecutive. Teachers unemployed under this clause shall be given preference on substitute lists in the district. Any bargaining unit member to be laid off will be given notice of the reduction in force on or before April 15th of the year prior to the reduction taking effect.
- 7-2.3 An updated seniority list shall be provided to the President of the Association at the beginning of each school year.

ARTICLE VIII
TIME REQUIREMENTS

- 8-1 Each teacher has a professional responsibility to provide the best possible quality instruction to the students. This responsibility extends beyond the classroom and the student instructional day and includes being available to: (a) students and parents for assistance and conferences; (b) for attendance at department and other staff meetings designed to provide meaningful professional growth or to clarify school business in general; and (c) to participate in other school related activities at the request of the administration. The definition of work day for teaching staff is a maximum consecutive seven and one-half hours (7:30).
- 8-2 (A) Except for faculty or professional meetings, the work day for teachers shall be a maximum of seven and one-half hours (7:30) consecutively, provided that this shall not apply to those employees contracting for less than full time duty. Teachers will normally be on duty 15 minutes before and 20 minutes after student instructional day except that the work day may be adjusted as appropriate by the principal so long as it does not exceed the maximum. Administration will seek out volunteers for changes to the work schedule. *These time periods before and after school shall not be included when calculating duty free preparation time for elementary school teachers.*
- (1) Modification of the contract shall include: Kennett High School teachers may begin their work day up to thirty (30) minutes before the start of the student day (in no event shall the day begin before 7:00 a.m.) one day a week in order to institute the Professional Learning Community model. There will be no change in the length of the current duty day (7.5 hours).
- (B) The work day for employees assigned to a school during pre-school, post-school, and non-student attendance days shall be set by the principal but will not exceed 7 ½ consecutive hours and not start before 7:00 a.m., including 1/2 hour work-free lunch unless otherwise adjusted within this maximum by the principal.
- (C) Leaving the Building - At times when an employee does not have scheduled instructional responsibilities, conferences, or other assigned duties, the employee may, upon approval of the principal or immediate supervisor, leave the building for personal reasons. Such approval by the principal or immediate supervisor shall be equitably applied. Any employee who is away from the building under this provision shall not be considered to be carrying out the responsibilities of their position, and the Board shall not be liable for injury to the employee or damage to the employee's property. Leaving during duty free lunch requires notification but not approval.
- 8-3 (A) Faculty Meetings - In addition to the regular work day, employees, upon request of the administration, shall be required to spend time before or after a regular work day without additional compensation or compensatory time for the purpose of attending faculty, staff development, school self-study, and principal approved department meetings for an average of three days per month. Faculty meetings shall be consecutive with the regular work day. Employees shall not be required to remain longer than 60 minutes beyond the regular student instructional day for such meetings. Elementary school teachers shall not be required to begin more than 75 minutes before the student instructional day.
- (1) Modification of the contract shall include: Kennett High School employees, upon request of the administration, shall be required to spend time before or after a regular work day

without additional compensation or compensatory time for the purpose of attending faculty, staff development, school self-study, and principal approved department meetings for an average of one day per month.

- (B) Meetings Prior to Holidays - Meetings prior to holidays will not be scheduled unless an emergency exists or it is in the best interests of the school to do so. Required meetings will not be scheduled on a day which does not require employee attendance.
- (C) Notice of Meetings - The notice of any meeting shall be given to the employees at least two days prior to the meeting except in extenuating circumstances.

8-4 Any increase in the student instructional day that would require an increase in the employee's work day will cause this contract to be reopened in regard to salaries.

ARTICLE IX TEACHER WORK YEAR

9-1.1 The teachers' work year will be no more than the equivalent of 187 days. One (1) of the seven (7) teacher workshop days will be broken into two (2) 3-hour professional development times to be scheduled at the end of a regularly scheduled student instructional day and/or teacher workshop day. After the SAU #9 calendar has been established for the following year, the Superintendent and the CEA President (or their assigned representative) will schedule the two (2) after school work sessions. Students will be scheduled for 180 days. The first day for teachers will not occur prior to the Monday before Labor Day.

There shall be either 2 or 3 workshop days prior to students beginning school. During those workshop days there will be at least 4 hours (contiguous - not including lunch) scheduled for only in-class preparation.

The Wednesday before Thanksgiving will be scheduled as a non-work day for both teachers and students. Under normal circumstances, the final work day (187th) will occur on the first regular work day immediately following the last student attendance day. There will be only one (1) workshop day following the last student attendance day.

9-1.2 Any teacher required to work additional time or days beyond the teacher's contract work year shall be compensated for any approved additional days at the daily rate of the individual's contract salary for that year.

9-2 The number of pupil days school shall be in session shall occur between August 25th and June 30 the year following, inclusive. The School Board shall solicit the opinion of the Conway Education Association, through its president, for the formulation of the school calendar and for the rescheduling of any postponed days.

9-3 New teachers should have an opportunity for an orientation that would include information about benefits, responsibilities, and procedures.

ARTICLE X PROFESSIONAL LEAVE AND ABSENCES

10-1 The School Board agrees to pay reasonable expenses incurred for educational conferences or for the

trips involving school business which can include in part or whole, where applicable, mileage reimbursement at the State level when teachers are requested to use their own vehicles for such activities, and food not to exceed \$100 per diem. Applications for such activities and expenses must be submitted in advance to the Superintendent of Schools for their action concerning approval or disapproval. Any teacher wishing such reimbursement must complete a travel expense voucher and file it with the Superintendent of Schools within fifteen (15) calendar days of their return from the trip. No loss of pay will result from the granting of this approved activity.

ARTICLE XI **HUMAN SERVICE LEAVE**

- 11-1 The School Board may grant two (2) year leaves of absence without pay or other benefits to teachers wishing to work with the Peace Corps or similar organizations.
- 11-2 Requests for such leave must be made by March 1 of the academic year preceding the year for which such leave is requested. The application must be made in writing to the Superintendent of Schools, who will recommend to the School Board the action which they feel would best further the interests of the educational program of the School District.
- 11-3 Such requests will be considered in the context of the overall educational program of the School District.
- 11-4 The teacher, during the first year of employment after the leave, would receive the performance increase earned before the leave.
- 11.5 Upon returning to service, the teacher shall be assigned to the same duties, or those of a similar nature, as determined by the School Board, as were performed prior to the beginning of the absence.

ARTICLE XII **LEAVE OF ABSENCE**

The School Board believes the best interest of the school will be served if staff members are encouraged to undertake graduate study, relevant and pertinent travel, exchange teacher programs, and/or relevant and pertinent work experience.

- 12-1 Leave may be granted to a teacher after each five years of service to the School District. Teachers will be granted leave on the basis of the merit and potential benefit to the District, current needs of the District, date of submission, and seniority.
- 12-2 The purposes of this leave may be additional relevant and pertinent academic graduate study at an accredited institution of higher learning, for the opportunity to participate in a teacher exchange program, for approved pertinent and relevant travel, for pertinent and relative work experience, for health purposes, or personal reasons.
- 12-3 Upon returning to service, the teacher shall be assigned to the same duties, or those of a similar nature, as determined by the School Board, as were performed prior to the beginning of the absence.
- 12-4 The School Board reserves the right to limit the number of persons on leave and, in a given year, may not grant any requests.
- 12-5 Written application must be made to the Superintendent of Schools no later than March 1 of the

academic year prior to the academic year in which the leave will be taken. Before a leave is granted, approval of the application is required by the Superintendent of Schools and the School Board.

- 12-6 The teacher may opt to stay on the medical plan at the cost of the teacher.
- 12-7 The teacher must remain in the District at least two (2) years after the leave has ended. In the event the teacher chooses to leave before that time, the teacher will be required to reimburse the District for the salary received during the leave and the cost of benefits paid by the District.

ARTICLE XIII **PERSONAL LEAVE**

- 13-1 Three (3) days paid personal leave is allowed each year for all full-time employees. Such leave allocations will be prorated for bargaining unit members who work less than the full contracted year. Personal leave shall not be cumulative. The district will pay the employee \$100 for each unused personal day at the end of the year. For this purpose, days will not be prorated (example - 1.3 days used will count as 1 unused day).
- 13-2 Except in extenuating circumstances, employees shall give notice of personal leave 48 hours in advance.
- 13-3 Personal leave requests immediately before or after a holiday (vacation breaks, long weekend, state and federal required school closing) or after May 31st shall be granted only under extenuating circumstances, to be determined by the Superintendent. The reasons listed below are examples of extenuating circumstances but are not to be considered an all-inclusive list. Appropriate documentation may be required. The definition of immediate family for the purposes of this policy shall be as follows: the immediate family includes father, mother, spouse, children, grandchildren, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If, in the opinion of the supervising principal, a relationship exists similar to that of the family relationship, this leave may be granted.
- graduation or promotion (immediate family)
 - weddings
 - legal matters
 - college orientation
 - family emergency (immediate family)
- 13-4 Effective July 1, 2020, members may take a personal day before or after school vacations and holidays per the following conditions: (a) Five (5) bargaining unit members each year, per school with ten (10) people at the high school, shall be approved to take one (1) personal day before or after a holiday or school vacation with approval from the building principal. (b) Any bargaining unit member may apply between the first teacher work day and September 25th. The application shall be sent simultaneously to the building principal and the President of the Association. If five (5) days are not requested by September 25th, up to a maximum of five (5) days will be granted on a first-come, first-served basis. If more than five (5) bargaining members apply for this leave, unit members who have been granted this leave most recently in the past five (5) years will be excluded from consideration. (c) In order to use this benefit, members accepted for leave under this provision must have a sufficient personal leave balance at the date requested. (d) The building principal and the Association shall maintain the records of leave usage under this provision.

ARTICLE XIV
LEGAL

- 14-1 If it is necessary for any teacher of the School District to serve as a juror or as a witness, the teacher shall be reimbursed the difference between their regular pay and jury pay.
- 14-2 In case of a required appearance in a court of law involving no moral turpitude on the part of the teacher, they shall be reimbursed their pay, and the day or days shall not be deducted from sick leave.

ARTICLE XV
ILLNESS

- 15-1 All teachers employed on a ten month basis shall be entitled to thirteen (13) days sick leave per year with full pay. Unused sick leave shall be cumulative from year to year up to a maximum of one hundred and fifty (150) days. Any person hired after June 30, 2020 shall be entitled to twelve (12) days sick leave per year with full pay. Unused sick leave shall be cumulative from year to year up to a maximum of one hundred and twenty (120) days. Sick leave may be used by the employee or to care for immediate family members. The definition of immediate family for the purposes of this policy shall be as follows: father, mother, spouse, children, grandchildren, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If, in the opinion of the supervising principal, a relationship exists similar to that of the family relationship, this leave may be granted.
- 15-2 After a teacher has accumulated the maximum number of sick days, teachers will be paid \$30.00 for each unused day past the maximum at the end of the school year.
- 15-3 A stipend of up to \$150 for two or less days (\$50 per day) shall be paid at the end of the school year to any full-time bargaining unit member who has used two or fewer days of sick leave. For purposes of payout, illness days will not be prorated (Example- 1.4 used sick days will pay out 1 day). \$150 for zero days used, \$100 for one day used, \$50 for two days used.
- 15-4 Previously accumulated unused leave days will be restored to all teachers returning from a Board approved leave of absence.
- 15-5 All salaried teachers shall be given annual sick leave on the above basis, with proportionate amounts of leave granted to those who work less/more than a 10 month year, or those who work less than full time.
- 15-6 A certificate from a physician, certifying that the illness was incapacitating, may be required for all absences of five or more consecutive days resulting from illness. However, if the Superintendent of Schools has reason to believe the use of sick leave has not been used for a bonafide illness, they may investigate the alleged abuse.
- 15-7 The Conway School Board agrees to establish an Illness Leave Bank to cover employees in the event of a long term illness or injury. The Illness Leave Bank plan is provided as part of a comprehensive disability protection plan created in lieu of short-term and long-term disability insurance programs. In order for an employee to qualify for the use of these days, they must have exhausted all accumulated sick leave and personal leave, must have donated a day to the Illness Leave Bank, and medical verification of disability/illness may be required.

Employee participation in the Illness Leave Bank plan is voluntary. Teachers must join by September 15th in order to be eligible. Participation in the Illness Leave Bank plan is accomplished by the

completion of the instrument provided and set forth in Appendix H of this Agreement. Donation of days to the Bank is final and not returnable. The Illness Leave Bank shall be administered by a committee established by the Association.

The maximum number of days that may be accumulated in the Illness Leave Bank will be 450 days. Days for part-time employees will be prorated in accordance with the percentage of employment. If the Illness Leave Bank total drops below 250 days as of June 30th of each year, all who wish to participate must donate one (1) day to benefit from the sick bank by September 15th of the following year. If above 250 total days, any teacher who was not a member of the sick bank the previous year, must donate one (1) day to have access to the benefits for the current year. All teachers who donated or were members of the previous year do not need to donate and will have access to the benefit. Any retiring member may donate up to 20 days on the year of their retirement or up to the maximum (450) cap.

The Illness Leave Bank Committee may provide all bargaining unit members with an annual accounting of accrued Illness leave days donated and available in the Illness Leave Bank plan. The Administrative Committee shall provide the office of the Superintendent, in writing, an annual accounting of per annum days donated and total accrued Illness leave days available in the Illness Leave Bank. The Administrative Committee will promptly notify the office of the Superintendent, in writing, of any benefits duly approved by the Administrative Committee, and such approved days will be posted to and deducted from the total accrued days available in the Illness Leave Bank.

Each participant must sign the acknowledgement form designated as Appendix H in which each participant is bound by the final and binding decision of the Illness Leave Administrative Committee, that the participant has no rights to appeal any decision of the Administrative Committee in any forum for any reason including but not limited to the grievance procedures under the collective bargaining agreement between the CEA and the Conway School Board, any administrative agency or any judicial forum.

ARTICLE XVI **CHILD CARE LEAVE**

- 16-1 Child care leave up to two years shall be granted to any employee parent of a child, born or adopted, upon application to the Superintendent of Schools. Such leave may be terminated by the Board prior to its expiration upon written request of the teacher. At the expiration of the leave, the teacher is expected to return to duty or submit a letter of resignation. Upon returning to service, the teacher shall be assigned to the same duties, or similar duties, as were performed prior to the beginning of the leave. Upon returning from leave, the teacher's salary will be at least the same as when they took the leave plus any performance pay to which they are entitled (see 11-4). If the employee has worked at least 94 days of the school year, advancement in salary will be in accordance with their rating on the CATE.
- 16-2 For non-probationary teachers (five years), any contribution toward medical benefits which the district pays would be continued for the first year of the leave. After, the teacher may opt to stay on the medical plan at the cost of the teacher. The teacher must return to the District for at least one (1) year following the leave. In the event the teacher leaves the District before that time, they will be required to reimburse the District for the District's contribution to medical and dental benefits. Probationary teachers may opt to stay on the medical plan at the teacher's expense.

ARTICLE XVII
MILITARY LEAVE

- 17-1 All teachers who are duly qualified member of the Reserve components of the Armed Forces will receive, in addition to their normal vacation, a leave of absence with pay, minus the salary of a substitute teacher, not to exceed fifteen consecutive calendar days in any one calendar year, in order to receive military training with the Armed Forces of the United States under the following conditions.
- 17-2 They shall give evidence defining the date of departure and date of return for purposes of military training thirty days prior to the date of departure.
- 17-3 They shall give evidence of satisfactory completion of such training immediately upon their return.
- 17-4 In time of war, or state of national emergency, any full-time regular contract teacher ordered to active duty in the Armed Services of the United States, including overseas service of the Red Cross, shall, upon application, be granted a specific leave of absence.
- 17-5 This unpaid leave shall continue for the duration of the period of actual military service, and for thirty (30) days immediately following discharge of the teacher. Additional time may be granted upon Board approval.
- 17-6 Within thirty (30) days following discharge, each person desiring reinstatement shall so notify the Board and shall furnish evidence of physical fitness and mental competence for the type of work in which they were engaged at the time leave was granted, or such other work as may be available.
- 17-7 Reinstatement of such teacher shall be made within thirty (30) days after receipt of the notice that the teacher desires to be reinstated.
- 17-8 A probationary teacher returning to the employment of the public schools from military service shall be regarded as retaining the period of probationary service achieved prior to their entry into military service, but none of the time spent in the military shall count toward continuing contract rights.
- 17-9 All teachers on military leave shall be given the benefit of any increments and benefits which would have been credited to them had they remained in active service with the public schools.
- 17-10 The Board reserves the right to extend a leave to those remaining in military service beyond the compulsory service period.

ARTICLE XVIII
DEATH IN THE IMMEDIATE FAMILY

- 18-1 Bereavement Leave - A maximum of five (5) days will be granted each teacher for each death in the immediate family. These days, if used, shall not be deducted from sick leave. The definition of the immediate family for the purposes of this policy shall be as follows: the immediate family includes father, mother, spouse, children, grandchildren, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If in the opinion of the supervising principal a relationship exists similar to that of the family relationship, this leave may be granted.

ARTICLE XIX
DUES DEDUCTION

- 19-1 The Board agrees to deduct from the salaries of its teacher dues for the Conway Education Association, the New Hampshire Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Conway Education Association. Teachers requesting dues deduction shall do so in the form set forth in Appendix E-1 of this Agreement or by the vehicle provided by NHEA.

ARTICLE XX
COURSE REIMBURSEMENT

- 20-1 The District shall reimburse teachers an amount not to exceed the current credit hour cost of the University of New Hampshire and in no instance more than the actual cost involved up to the maximum of twelve (12) credit hours in any one school year, with a pool not to exceed \$75,000 based upon budgeted trimesters. The credits shall be approved if they are relative to education as determined by the Principal and the Superintendent of Schools to the position held by the teacher. Teachers earning credit during the summer shall be reimbursed in September only if they continue in the employ of the district, and provided that evidence of passing grades of at least a B- or an 80 on a 100 point scale, or pass in a pass/fail option course, has reached the School Board by September 15; payment will be made within thirty (30) days of receipt of such evidence until the funds are used up. Teachers earning credit during the fall and the spring shall be reimbursed within thirty (30) days of submission of evidence of passing grades in the credits to the Superintendent, until the funds are used up. The teacher will be required to stay in the district for two (2) years or reimburse the district for the cost.

The Board will establish a budgeted amount of \$75,000 for course reimbursement. The budgeted \$75,000 will be divided into three (3) trimester amounts. The UNH schedule will be used as a guide for the trimester time frame. There will be \$35,000 allocated for a summer session, \$20,000 for a fall session, and \$20,000 for a spring session. The full amount of the course (limit of 8 credits per session, 12 credits total for the year) will be encumbered so that full reimbursement is within 30 days of grade submission until the funds are used up.

Using a Form system, a form will be developed and submitted to the designated SAU office administrator with pre-approval by the building principal. The money will be encumbered on a first come, first served basis. The teacher will receive an email from the SAU office verifying that the money has been encumbered. Individuals may apply for course reimbursement approval according to the following schedule:

- Summer courses (courses that end between July 1 and August 31) - No earlier than March 1
- Fall courses (courses that end between September 1 and December 31) - No earlier than June 1
- Spring courses (courses that end between January 1 and June 30) - No earlier than October 1

Proof of registration and cost must be provided no later than 2 weeks after registration is completed.

Any monies left over from summer or fall sessions will be rolled over to future sessions within the fiscal year. If more individuals apply for courses than there are funds available for a given term, a waiting list will be created. If there are any course reimbursement funds available after spring course registrations are complete, individuals who did not receive any funding for an individual course for which they were approved and completed/are in the process of completing may apply for reimbursement. Those applications must be received no later than April 15. Course reimbursement funds available will be divided equally among eligible individuals on a proportional basis. No individual will receive reimbursement beyond the cost of a course.

Any teacher whose performance has been determined to be unsatisfactory is not eligible for course reimbursement unless the course has been designated by the principal as part of a specific improvement plan.

If full funding reimbursement is not available, funds will be prorated based upon demand.

- 20-2 The budget presented to the voters of the district will provide funds for professional development beyond course work. The building principal shall distribute and approve funds.

ARTICLE XXI **TAX SHELTERED ANNUITIES**

- 21-1 The purchase of tax sheltered annuities is possible for all teachers. Each participant authorizes the school district to withhold the premiums for the annuity from their salary.

ARTICLE XXII **CREDIT UNION**

- 22-1 Teachers electing payroll deductions for credit union shall notify the business office on the form provided for the necessary payroll authorization. The business office will transmit credit union deductions monthly to the authorized credit union.

ARTICLE XXIII **HEALTH BENEFITS**

- 23-1.1 The District will provide health insurance for each teacher who works at least half-time on a prorated basis.

Teachers hired prior to June 30, 2014 who presently receive the full benefit will continue to receive the full benefit.

Teachers hired on July 1, 2014 and after will be subject to a reduction in the health benefit that the district pays equivalent to the FTE status.

Insurance will be provided through Harvard Pilgrim or another health insurance company mutually agreed upon by the CEA and CSB. Eligible employees may select the designated company's program that best meets their needs. The District will pay 80% of the premium cost of the HMO \$1,500 Plan. The employee will be responsible for the remainder of the premium cost. NHIT (New Hampshire Interlocal Trust) will cover the first portion of the services that apply to the deductible at the rate of: \$1,000 single, \$2,000 two person, and \$2,000 family. To be eligible for the NHIT deductible contribution, the employee would have to participate and complete a designated program that is mutually agreed upon by the CEA and the Conway School District. In order to receive the NHIT contribution, current employees must complete the wellness initiative requirements by the established deadline each year, and new employees must complete the requirements by September 30th in the year of hire or within thirty days of hire date.

The insurance program year will run from July 1 – June 30. There will only be one deductible applied per contract year.

- 23-1.2 A committee of 6 members, 3 from the CEA and 3 appointed by the Conway School Board, will meet periodically during the life of this contract to review health insurance options.

- 23-1.3 The District agrees to establish, in accordance with I.R.S. regulations, a section 125 "Salary Reduction Account" to provide for the pre-tax payment, through payroll deduction, of the teachers' share of health insurance premiums (unless the employee opts out), expenses and dependent care.
- 23-1.4 The District may, only with the consent and agreement of the Conway Education Association, obtain such insurance from a different carrier provided the benefits are equivalent to those benefits provided in section 23-1.1
- 23-2.1 The District will provide an insurance waiver payment of \$4,800 to any employee who certifies health insurance coverage through a spouse or other legitimate source outside of the school district, and thus waives coverage by the Board. For married couples working for the Board, one member would be eligible for this waiver. Such waiver payment will be included in the regular payroll. Retired members are not eligible for the health waiver.
- 23-3 Delta Dental Plan - The District agrees to pay 90% of the premium cost of a single membership for each teacher for the following coverage: Coverage A - 100%, no deductible; Coverage B - 95%, no deductible; Coverage C - 50%, no deductible, with a contract year maximum of \$1,000.00. The employee will be responsible for the remaining 10% of the premium cost.
- 23-4 In the event a unit member signs a contract to return for the next year and resigns prior to September 15, the unit member will be required to reimburse the district for the full amount of the health and dental benefits paid by the district for the months of July, August and September for the unit member's health and dental insurance.
- 23-5 The School District shall establish, as provided by the Internal Revenue Service Regulations, a Section 125 account to provide pre-tax payment of all qualified expenses.

ARTICLE XXIV
LIFE INSURANCE

- 24-1 The School Board will pay the premium for each teacher for a group Term Life and Accidental Death and Dismemberment Insurance Policy (\$35,000 life insurance/\$35,000 accidental death and dismemberment). The selection of this Group Term Life and Accidental Death and Dismemberment Policy will be at the sole discretion of the Conway School Board.

ARTICLE XXV
TEACHER CONTRACT AND RESIGNATIONS

- 25-1 Teachers who are part of the unit defined shall honor the conditions set forth in the Conway School District's annual teacher contract, a copy of which is attached as Appendix C. Every teacher under renewal in the district will receive a teacher's contract within 60 days of ratification by the legislative body at the school district meeting.

ARTICLE XXVI
SALARIES

- 26-1 The salary schedule for all certified professional employees employed by the District as covered by this Agreement is set forth in Appendix B. No new hire with the same experience and educational level will be paid more than a current staff member. The attached salary schedule shall be in place effective July

1, 2023 through June 30, 2026.

- 26-2 In the event a new collective bargaining agreement is not in place by July 1, 2026 the parties agree that any increases over the 2025-26 levels will only occur through further negotiations. Should negotiations fail, the status quo salary levels for the 2026-27 contract year shall be held at the 2025-26 levels with the exception of track changes, which will be advanced in accordance with the language of the agreement. Over the course of the contract every effort will be made to move all staff members onto the appropriate step on the salary schedule with no teacher receiving an increase of more than \$5,000 annually. Those teachers who receive an unsatisfactory rating on their evaluation may be held on step.
- 26-3 To be eligible for an increase, teachers must have been employed in a regular position for at least 94 days prior to the effective date of increase.
- 26-4 Teaching experience within the school district shall be evaluated at full credit. Teaching experience outside the school district shall be granted at full credit for experience. However, when securing teachers where work experience is required for the position or certification, initial placement on the salary schedule shall include teaching experience as required and whatever work experience beyond that which is needed for the position or certification.
- 26-5 Once teachers are on schedule, they will remain in the same track until they qualify for another track. When they qualify for another track they proceed to the next track. If teachers expect to qualify for another track for the coming school year, they must notify the Superintendent by November 1 of the year preceding that in which the qualification will occur. In September of each year, teachers with the appropriate number of credits for a track change will proceed to the appropriate track effective the beginning of that school year provided that the teachers affected submit proof of credits earned or the equivalent to the Superintendent of Schools by October 1 of the school year in which the track change is effective. During the remainder of the school year, one (1) additional salary track change shall be allowed and will become effective as of February 1 of that school year, provided the teacher submits proof of credits earned or the equivalent to the Superintendent of Schools by February 1 of said school year. Mid year track changes are pro-rated to the effective date. To qualify for any of the "Bachelor plus" tracks, the credits beyond a Bachelor's degree must be in the teaching field or subject matter area. To qualify for the Master's track, a Master's degree must be in the teaching field or subject matter area. To qualify for the Master's plus thirty track, thirty (30) credits must be in the teaching field or subject matter area. To qualify for the Master's plus sixty, 60 credits must be in the teaching field or subject matter area. All courses in these tracks must have prior approval of the Superintendent of Schools.
- 26-6 A course grade higher than B- or 80 on a 100 point scale, or pass in a pass/fail option course, will be considered when granting credits toward a track change.
- 26-7 All teaching positions, including those that are subsidized by Federal Funds, will be hired and compensated in the same manner as classroom teachers.
- 26-8 Teachers recommended by the building administrator shall be appointed by the School Board to work during vacation periods or during the summer when school is not in regular session shall be compensated at: their per diem rate prorated to hours assigned if employed to teach or perform duties similar to those assigned for a majority of their time during the regular year; \$30.00 per hour if appointed to participate in curriculum development, revision or related committee work such as required IEP related meetings.
- 26-9 Teachers have the option of receiving their salaries in either 22 or 26 biweekly installments. The teacher

shall notify the Superintendent of their preference by the opening of the school year. If no notice is received by that date, the teacher will be paid in the same installments as the previous year, or in the case of newly employed teachers, in 26 installments.

26-10 The Board shall make a good faith effort to obtain ratification of this agreement.

26-11 Effective July 1, 2023 the following compensation plan will be instituted for all coaches listed in Appendix D (Co-curricular Activities Schedule). The brackets will be increased annually. In the 1st year by 3%, 2nd year by 3%, and 3rd year by 3%.

Bracket 1 - 2023-24 (\$4,473)	2024-25 (\$4,607)	2025-26 (\$4,746)
Bracket 2 - 2023-24 (\$3,770)	2024-25 (\$3,883)	2025-26 (\$3,999)
Bracket 3 - 2023-24 (\$3,094)	2024-25 (\$3,187)	2025-26 (\$3,283)
Bracket 4 - 2023-24 (\$2,634)	2024-25 (\$2,713)	2025-26 (\$2,749)
Bracket 5 - 2023-24 (\$2,166)	2024-25 (\$2,231)	2025-26 (\$2,298)
Bracket 6 - 2023-24 (\$1,210)	2024-25 (\$1,247)	2025-26 (\$1,284)

Any individual elected to a position who served in that position the previous year will receive a 3% increase for 2023-24, 3% increase for 2024-25, and 3% increase for 2025-26. Total coach/advisor stipends, inclusive of all stipends and increases, will not exceed \$261,536 for 2023-24, \$269,382 for 2024-25, and \$277,463 for 2025-26. In the event a new collective bargaining agreement is not in place by July 1, 2026 the parties agree that any increases over the 2025-26 levels will only occur through further negotiations. Should negotiations fail, the status quo salary levels for the 2026-27 contract year shall be held at the 2025-26 levels.

26-12 Co-curricular activities and positions are established and placed in brackets through school board policy as shown in Appendix D. However, decisions regarding establishment and placement must be recommended to the board by a co-curricular committee to include a board member, CEA representative, the superintendent or designee, a principal, high school athletic director, and three co-curricular representatives, one of which is to be an athletic coach and one a club or activity sponsor.

The co-curricular committee will meet at least once annually between March 1 and May 15 to address any appropriate proposals. The superintendent shall be responsible for setting the date of the annual meeting and will provide notification to committee members. Any recommendations from this committee should be made by May 31.

26-13 Middle School Team Leaders will receive a stipend of \$1,222. Team Leaders who teach a regular teaching load and who served in that position the previous year will receive a 3% increase in compensation. High School Instructional Leaders/Department Heads will receive a stipend of \$3,000 and 80 minutes of preparation time. Any Department Head elected to the position who served in that position the previous year will receive a 3% increase in compensation. In the event a new collective bargaining agreement is not in place by July 1, 2026 the parties agree that any increases over the 2025-26 levels will only occur through further negotiations. Should negotiations fail, the status quo salary levels for the 2026-27 contract year shall be held at the 2025-26 levels.

Department Heads will be available to teach up to 5 out of 8 blocks per black/white cycle. Should the Principal choose to assign the Department Head to a 5th teaching block, the Principal must notify the Department Head no later than June 1st. If the Department Head is appointed after June 1st, the Principal must notify the Department Head of the extra teaching load at the time of the appointment.

- 26-14 Teachers who agree to cover a class and/or period when a substitute is not available, will receive \$15 for 30 minutes of instructional time supervising students. Substitute timesheets should not be submitted for less than 30 minute increments.

ARTICLE XXVII **RIGHTS OF THE PARTIES**

- 27-1 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 teachers of the school district; (b) to hire, promote, assign, and retain teachers in positions with the school district, and, with just cause, to demote, suspend, discharge, or take other disciplinary action against teachers, except that the just cause provision shall not apply to nonrenewal of teachers not on continuing contract as defined by contract; (c) to relieve teachers from duties because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school 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 which may be necessary to carry out the mission of the school district in situations of emergency.
- 27-2 There shall be no reprisals by either the Board or the Association against any teacher by reason of their membership or lack of membership in the Association or participation or reprisals be taken against a teacher as a result of their participation in the grievance or arbitration procedure provided by this Agreement.
- 27-3 The Board agrees to make available to the Association one copy of the minutes of Board meetings.
- 27-4 Those members of the bargaining unit so designated by the Association shall be permitted to place notices, circulars, and other materials in the member teachers' mailboxes after first submitting a copy of such material to the principal for their information and approval. Emails may be used as a means of communication.
- 27-5 For so long as the Association legally represents, for the purposes of collective negotiations, the members of the bargaining unit, the Board agrees not to negotiate salaries and direct economic benefits with any teachers' group other than the Association. (Provided, however, that this shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities.)
- 27-6 The Board agrees to provide copies of this Agreement to all teachers employed in the District.
- 27-7 The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

ARTICLE XXVIII **EMPLOYMENT**

28-1 EQUAL OPPORTUNITY EMPLOYMENT

It shall be the policy of the School Board to recruit and select for employment the best qualified applicant for each position without regard to race, color, creed, sexual orientation, or national origin; nor shall any person be denied employment solely because of age, sex, handicap, or marital status. Age shall be considered only with respect to minimums set by law and retirement as specified by the State or

policies of the Board.

28-2 STAFF PROTECTION

The school district will be vigorous in its protection of all teachers from physical abuse. Any teacher who is threatened with harm is to notify their principal or supervisor immediately, and steps are to be taken at once to protect the teacher's safety. Further, the school district shall protect its teachers through a comprehensive liability insurance program, and the school district shall hold harmless and defend any district teacher from claims for damages caused or alleged to have been caused in whole or in part by that teacher while performing assigned duties as a teacher of the district under the provisions of the district's liability policy, whether or not that person is employed by the district at the time the claim is made, provided that the district shall not be obligated to assume any costs or judgment held against the teacher when such damages are proved to be due to the teacher's willful negligence, violation of law, or criminal act as determined by a court of law.

28-3 PROMOTION

When administrative positions become vacant, the School Board and the Superintendent of Schools will give careful consideration to members of the staff who might be qualified for the position. The Superintendent shall see that vacancies are announced to the staff and that job qualifications accompany the announcement.

28-4 RESIGNATION

28-4.1 Any teacher wishing to resign shall give 30 calendar days written notice to the Chairperson of the School Board and the Superintendent. Any teacher not providing a 30 day notice of resignation shall have the sum of \$200 deducted from their final pay or pay the district the sum of \$200.

28-4.2 Any teacher who resigns after July 20 may be required to teach in the next academic year until the Superintendent of Schools can find a qualified replacement.

28-5 WORK LOAD

28-5.1 During each student instructional day, each teacher shall have a 25 minute duty free lunch period.

28-5.2 Each teacher at the elementary school level shall have two hundred and fifty (250) minutes per week of duty free preparation time, such time to be during the student instructional day.

28-5.3 Each teacher at the middle school shall have two hundred (200) minutes per week of duty free preparation time and two hundred (200) minutes per week dedicated to team planning and conferences, such time to be during the student instructional day.

28-5.4 Each teacher at the senior high school shall have three hundred and fifty (350) minutes per week (minimum of 54 continuous minutes) of duty free preparation time, such time to be during the student instructional day. Passing time shall not be considered prep time.

28-5.5 High School teachers will have no after school administrative detention duties.

28-5.6 Additional time will be given for the preparation of grades. Specifically, teachers will be required to submit grades on the Wednesday morning following the Friday closing the marking term, except at the end of the school year when teachers will have until 3:00 p.m. on their last day.

If there are any changes proposed to these conditions, the administration and CEA will work toward a

solution.

28-6 CONTROVERSIAL ISSUES

28-6.1 American academic tradition stresses the free contest of ideas as a vital element both in the development of curriculum and in classroom teaching. Training in reflective and responsive thinking, though incorporated in course offerings at all grade levels, is the special responsibility of the social studies. This training is impossible, or at least severely hampered, if the community does not respect the principles of freedom and recognize that dissent does not necessarily mean disloyalty.

However, one form of dissent which is absolutely incompatible with freedom is that which attempts to end freedom. Irrational fears do just this, and thereby may block the school in its effort to handle controversial issues in an atmosphere of freedom and thoroughness.

28-6.2 It is the responsibility of the schools to make a provision for the study of controversial issues. (a) The policy on controversial issues should be defined in terms of the rights of pupils rather than in terms of the rights of teachers. (b) The study should be emphasized in the senior high school, when most pupils are mature enough to study the significant controversial issues facing our citizens. (c) The study should be objective and scholarly with a minimum emphasis on opinion and a maximum emphasis on facts.

28-6.3 In the study of controversial issues the pupil has the following rights: (a) the right to study any controversial issue which has political, economic, or social significance and concerning which (at their level) they should begin to have an opinion; (b) the right to have free access to all relevant information; (c) the right to form and express their opinion on controversial issues without thereby jeopardizing their relationship with their teacher or the school; and (d) the right to study under competent instruction in an atmosphere free from bias and prejudice.

28-6.4 The teacher employs the same methods in handling areas of controversy as characterize their best teaching at any time. The teacher, in selecting both the content and the method of instruction, is mindful of the maturity level of the students. The teacher has assured himself/herself that the controversial subject to be discussed belongs within the framework of the curriculum to be covered, that the subject is significant as well as meaningful for the pupils, and that through the discussion pupils will have some opportunity to grow. The teacher handles the classroom presentation in ways which will ensure a wide range of information and interpretation for the pupils' consideration. They strive to present a balance among many points of view. The teacher does not use their classroom as a personal forum. They do not employ the techniques of the demagogue or the propagandist for attention, for control, or simply for color. The teacher has the right to identify and express their own point of view in the classroom as long as they indicate clearly that it is their own. The teacher emphasizes keeping an open mind, basing one's judgment on known facts, looking closely at facts to evaluate them in terms of the subject under discussion, and being ready to change one's opinion should new facts come to light. The emphasis always is on the method of forming an opinion as much as on the opinion formed.

ARTICLE XXIX RETIREMENT

Early Retirement

29-1.1 Any full-time teacher who has taught a minimum of twenty (20) years and is a minimum of fifty-five (55) years of age by June 30th of the year of retirement may be eligible for Early Retirement based on the requirements below:

- Teachers hired after June 30, 2000, must have a minimum of fifteen (15) out of the 20 total years of teaching within the Conway School District.
- Teachers hired after June 30, 2014, must have a minimum of twenty (20) years of teaching within the Conway School District.

The request for early retirement shall be dated and signed by the teacher submitting it, shall be submitted by November 15 (i.e., November 15, 2023 for retirement in June of 2024) of the year preceding the year in which the retirement shall commence, and shall specify the date selected by the teacher for retirement, which shall be at the end of a teaching year (June). The Board shall act upon the request no later than December 31 of the year submitted.

29-1.2 All requests for early retirement will be placed on a list in order of seniority in the Conway School District. The Board shall approve the first three (3) on the list and may approve others in order of seniority.

29-1.3 If approved, the District shall pay teachers granted early retirement on the following schedule:

Teachers ages 55-58 years, 30% of the teacher's last salary annually for a five year period.

Teachers ages 59-63 years, 25% of the teacher's last salary annually until age 65.

29-1.4 Compensation for Early Retirement will be paid on the following schedule:

- The first year's payment will be made in one lump sum no later than August 31st, of the first year of retirement.
- Payment for the second and subsequent years will be 50% payable in December (18 months from initial payment) and 50% payable in June.

29-1.5 Early retirement shall be treated as a voluntary separation, and the teacher shall have no right to continue teaching in the District after that date.

Retirement

29-2 Retirement - In recognition of a teacher's years of service to the District, the Board has established the policy of providing a system of severance pay. A teacher must retire from the School District, qualify under the same terms for Early Retirement - Article 29-1, and be at least 64 years of age in order to receive this benefit. Teachers who opt for Early Retirement or who leave for employment elsewhere will not qualify for severance pay. Severance pay will be paid to the teacher on the following formula: Number of years of service in the School District x $\frac{3}{4}$ of one percent (1%) of the base salary (Bachelor Step 1) at the time of retirement.

Example:	BASE Salary - Bachelor Step 1 -----	\$40,000
	Years of Experience in Conway -----	30
	$\frac{3}{4}$ of 1% of \$40,000 =	\$300
	\$300 x 30 years =	\$9,000

29-3.1 Retirement Health Insurance – All full-time employees are eligible for retirement health insurance according to the table below. Employees must be at least 55 years of age to receive this benefit. The Board will provide retirement health insurance for each teacher who works at least half-time on a prorated basis. Such proration shall be the percentage of full time worked as a teacher in the final year of their employment.

<u>Hire Date</u>	<u>Years Taught In Conway</u>	<u>Date Retiring</u>	<u>Retirement Health Insurance Available</u>
Prior to June 30, 2000	10		- Same plan/cost as active employee (to age 65) - Single, 2-person or family - Medicare supplemental program offered by district's insurance carrier available
Between June 30, 2000 and June 30, 2007	15		(same as above)
Between July 1, 2007 and June 30, 2014	15		- Same plan/cost as active employee (to age 65) - Single, 2-person or family - Medicare supplemental plan available at <u>single only</u>
Between July 1, 2014 and June 30, 2017	20		(same as above)
After June 30, 2017	20	7/1/2037 or after	- Same plan/cost as active employee for single plan only (to age 65) – can upgrade to 2-person or family but any additional cost will be the retiree's responsibility - Medicare supplemental plan available at <u>the employee's cost</u>

The retiree's share of the insurance premium is to be paid to the district office in advance of the due date of payment to the health insurance carrier. If the retiree fails to pay the retiree's share as specified, the coverage will lapse without liability to the Conway School District.

29-3.2 **Disability Health Insurance** - The Board agrees that for disability retirement, any teacher who has served ten (10) or more years as a teacher or other professional certified position in the Conway School District shall be eligible for an insurance subsidy equal to four percent (4%) of the single premium payment for each year of employment in the Conway School District to the limit of the Board's co-payment obligation for health insurance coverage in a plan offered to active employees. Coverage would continue to age 65, after which the Board would pay in the same manner toward membership in the appropriate Medicare Supplemental coverage offered by the insurance carrier.

ARTICLE XXX
MISCELLANEOUS PROVISIONS

- 30-1 If any provisions of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law by a court of competent jurisdiction, then such provisions or application shall be deemed invalid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 30-2 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.

30-3 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by registered or certified mail, at the following addresses: if by the Association, to School Administrative Unit #9, School Board, School Administrative Unit #9, Conway, New Hampshire, 03818; if by the Board, to the President of the Association at their appropriate address as filed with the Board, or if they are unavailable, to the registered agent of the Conway Education Association at the address of the registered office of the corporation as filed with the Board.

ARTICLE XXXI
DURATION OF AGREEMENT

- 31-1 This Agreement shall become effective July 1, 2023 and shall continue in effect until June 30, 2026, subject to the Association's right to negotiate a successor Agreement, as set forth in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agreed upon, the contract shall expire on the date indicated herein.
- 31-2 Negotiations of a successor Agreement will begin no later than August 15, 2026.
- 31-3 In witness whereof the parties hereto have caused this Agreement to be signed by their respective president and/or chairperson, attested by their respective secretary and/or clerk, and their corporate seals to be placed hereon, all on the day and year first above written.

ARTICLE XXXII
WORKER'S COMPENSATION

If a Worker's Compensation claim has been accepted by Worker's Compensation Insurance, they will continue to receive their regular pay and will reimburse the Conway School District the amount they received from Worker's Compensation Insurance. During the time missed from school that is covered by Worker's Compensation Insurance, 1/2 day of sick leave will be deducted for each day of their absence.

CONWAY EDUCATION ASSOCIATION

CONWAY SCHOOL BOARD

By /s/ Matt [Signature]
President, CEA

By /s/ Michael D. Sugar
Chairperson, Conway School Board

5/22/23
Date
[Signature]
Witness

5/22/23
Date
[Signature]
Witness

Appendix A

Negotiations Bargaining Meeting Procedures

Appendix B

Salary Schedule

Appendix C

Annual Contract

Appendix D

Co-curricular Salary Schedule

Appendix E

- 1 Dues Deduction Authorization**
- 2 Payment Plan Authorization**

Appendix F

Grievance Report

Appendix G

Credit Union Authorization

Appendix H

Authorization for Participation in the Illness Leave Bank

APPENDIX A
NEGOTIATIONS BARGAINING MEETING PROCEDURE

A1-1 PRIVILEGES

A1-1.1 A teacher organization which has been recognized by the School Board as the sole negotiating agent for the public school teachers will be granted certain privileges which might not be granted to other organizations. The negotiating organization for the teachers may use school facilities for their meetings as long as it does not interfere with or hamper the educational process or the normal working operations of the district. The negotiating organization for the teachers may use school equipment (not school buses), but must use their own supplies.

A1-2 USE OF SCHOOL TIME

A1-2.1 The officers and other members of the negotiating organization representing the public school teachers may not use school time for any of their activities.

A1-3 BARGAINING MEETING PROCEDURES

A1-3.1 It is important to the success of the negotiating process that the bargaining meetings shall be well organized. It is vital that each meeting, especially the first, should have a well-planned agenda. The agenda for all meetings, including the first session, shall be determined in advance by the head of the negotiating unit for the teacher organization and the Chairperson of the School Board, or their representatives. The time and place of the first meeting shall be determined in advance by the head of the teachers' negotiating unit and the Chairperson of the School Board. The time of other meetings shall be determined by those present at the first meeting; at all meetings the parties shall have the right to caucus or recess.

A1-4 TIME LIMITS

A1-4.1 The School Board does not wish to put time limits on the negotiating process, but due to the need to present a budget at the Municipal Budget Committee meeting in January, the Board must insist that an Agreement be signed by January 5. The Board hopes that negotiating will always go smoothly, but realizes that an impasse may be reached and require time for mediation, fact finding, and arbitration. In order to allow time for such circumstances, the Board feels it is necessary to set a time limit on the commencement of negotiations. The organization representing the teachers must give to the Superintendent written notice of their desire to negotiate. The first meeting will be held within ten (10) days of the receipt of such notice. The notice of the teachers' desire to negotiate must be received by the Superintendent of Schools no later than August 15. If such notice is not received by the Superintendent during this period. It will be assumed that the teachers waive their rights to negotiate for that year.

A1-5 NOTIFICATION

A1-5.1 The time of the first bargaining meeting shall be determined by the head of the teachers' negotiating unit and the Chairperson of the School Board in their preliminary meeting, or by their representative at such meetings. It shall be the responsibility of the head of the teachers' negotiating unit to notify the other members of their bargaining team and the Chairperson shall notify the other members of the Board and the Superintendent of Schools.

A1-6 DISTRIBUTION OF INFORMATION

A1-6.1 Any non-confidential information available at the office of the Superintendent of Schools is at the disposal of the members of the negotiating unit representing the public school teachers.

A1-7 QUORUM

A1-7.1 A quorum shall be considered to be present at a meeting if a majority of each bargaining unit (excluding the Superintendent of Schools) is present.

A1-8 RULES OF ORDER

A1-8.1 Unless otherwise specified, the bargaining meetings shall be run under Robert's Rules of Order, Revised.

A1-9 MINUTES

A1-9.1 The minutes of the first meeting shall be kept by a secretary appointed by the Superintendent of Schools. At the first meeting a permanent secretary shall be chosen.

A1-10 PROGRESS REPORTING

A1-10.1 It is important to the success of the negotiations that the teachers and public should be aware of the progress of the bargaining meetings. It shall be the responsibility of the negotiating unit representing the teachers to keep the teachers informed of the progress. Reports of progress will be made to the press jointly by the negotiating units. The drafting of such reports shall be the responsibility of one member from each unit, who shall work together. No report shall be released until it has been approved by a majority of the members of both negotiating units.

A1-11 RATIFICATION PROCEDURES

A1-11.1 Any agreement reached at the bargaining meetings may be ratified by a majority vote of the School Board. The ratification procedures adopted by the teachers is obviously not determined by the School Board. The Board does, however, insist that the ratification procedure adopted by the teachers must be one which will assure the Board that the majority of the teachers approve the Agreement.

A-1-12 ANNOUNCEMENT OF AGREEMENT

A1-12.1 The announcement of the Agreement shall be made jointly by the head of the negotiating unit representing the teachers and by the Chairperson of the School Board.

**APPENDIX B
Conway School District
2023-24 Salary Schedule**

STEP - 900 Base Salary - 41,071

Step	ND	B	B+6	B+12	B+18	B+24	B+30	M	M+30	M+60
1	39,017	41,071	41,564	42,056	42,549	43,042	43,535	44,028	46,081	48,135
2	39,872	41,971	42,475	42,978	43,482	43,985	44,489	44,993	47,091	49,190
3	40,727	42,871	43,385	43,900	44,414	44,928	45,443	45,957	48,101	50,244
4	41,582	43,771	44,296	44,821	45,346	45,872	46,397	46,922	49,111	51,299
5	42,437	44,671	45,207	45,743	46,279	46,815	47,351	47,887	50,120	52,354
6	43,292	45,571	46,118	46,664	47,211	47,758	48,305	48,852	51,130	53,409
7	44,147	46,471	47,029	47,586	48,144	48,701	49,259	49,817	52,140	54,464
8	45,002	47,371	47,939	48,508	49,076	49,644	50,213	50,781	53,150	55,518
9	45,857	48,271	48,850	49,429	50,008	50,588	51,167	51,746	54,160	56,573
10	46,712	49,171	49,761	50,351	50,941	51,531	52,121	52,711	55,169	57,628
11	47,567	50,071	50,672	51,272	51,873	52,474	53,075	53,676	56,179	58,683
12	48,422	50,971	51,583	52,194	52,806	53,417	54,029	54,641	57,189	59,738
13	49,277	51,871	52,493	53,115	53,738	54,360	54,983	55,605	58,199	60,792
14	50,132	52,771	53,404	54,037	54,670	55,304	55,937	56,570	59,209	61,847
15	50,987	53,671	54,315	54,959	55,603	56,247	56,891	57,535	60,218	62,902
16	51,842	54,571	55,226	55,880	56,535	57,190	57,845	58,500	61,228	63,957
17	52,697	55,471	56,137	56,802	57,468	58,133	58,799	59,464	62,238	65,012
18	53,552	56,371	57,047	57,723	58,400	59,076	59,753	60,429	63,248	66,066
19	54,407	57,271	57,958	58,645	59,332	60,020	60,707	61,394	64,258	67,121
20	55,262	58,171	58,869	59,567	60,265	60,963	61,661	62,359	65,267	68,176
21	56,117	59,071	59,780	60,488	61,197	61,906	62,615	63,324	66,277	69,231
22	56,972	59,971	60,691	61,410	62,129	62,849	63,569	64,288	67,287	70,285
23	57,827	60,871	61,601	62,331	63,062	63,792	64,523	65,253	68,297	71,340
24	58,682	61,771	62,512	63,253	63,994	64,736	65,477	66,218	69,307	72,395
25	59,537	62,671	63,423	64,175	64,927	65,679	66,431	67,183	70,316	73,450
26	60,392	63,571	64,334	65,096	65,859	66,622	67,385	68,148	71,326	74,505
27	61,247	64,471	65,245	66,018	66,791	67,565	68,339	69,112	72,336	75,559
28	62,102	65,371	66,155	66,939	67,724	68,508	69,293	70,077	73,346	76,614
29	62,957	66,271	67,066	67,861	68,656	69,451	70,247	71,042	74,356	77,669
30	63,812	67,171	67,977	68,783	69,589	70,395	71,201	72,007	75,365	78,724
31	64,667	68,071	68,888	69,704	70,521	71,338	72,155	72,972	76,375	79,779
32	65,522	68,971	69,799	70,626	71,453	72,281	73,109	73,936	77,385	80,833
33	66,377	69,871	70,709	71,547	72,386	73,224	74,063	74,901	78,395	81,888
34	67,232	70,771	71,620	72,469	73,318	74,167	75,017	75,866	79,404	82,943
35	68,087	71,671	72,531	73,391	74,251	75,111	75,971	76,831	80,414	83,998
36	68,942	72,571	73,442	74,312	75,183	76,054	76,925	77,796	81,424	85,053
37	69,797	73,471	74,353	75,234	76,115	76,997	77,879	78,760	82,434	86,107
38	70,652	74,371	75,263	76,155	77,048	77,940	78,833	79,725	83,444	87,162
39	71,507	75,271	76,174	77,077	77,980	78,883	79,787	80,690	84,453	88,217
40	72,362	76,171	77,085	77,999	78,913	79,827	80,741	81,655	85,463	89,272
41	73,217	77,071	77,996	78,920	79,845	80,770	81,695	82,619	86,473	90,327
42	74,072	77,971	78,907	79,842	80,777	81,713	82,649	83,584	87,483	91,381
43	74,927	78,871	79,817	80,763	81,710	82,656	83,603	84,549	88,493	92,436
44	75,782	79,771	80,728	81,685	82,642	83,599	84,557	85,514	89,502	93,491
45	76,637	80,671	81,639	82,606	83,575	84,543	85,511	86,479	90,512	94,546
TRACK CHANGE			B+6	B+12	B+18	B+24	B+30	M	M+30	M+60
Factor of Previous			0.012	0.01185	0.011719	0.011583	0.01145	0.011321	0.046642	0.044563

**APPENDIX B
Conway School District
2024-25 Salary Schedule**

STEP – 950		Base Salary – 41,821								
Step	ND	B	B+6	B+12	B+18	B+24	B+30	M	M+30	M+60
1	39,730	41,821	42,323	42,824	43,326	43,828	44,330	44,832	46,923	49,014
2	40,632	42,771	43,284	43,797	44,310	44,824	45,337	45,850	47,989	50,127
3	41,535	43,721	44,246	44,770	45,295	45,819	46,344	46,869	49,055	51,241
4	42,437	44,671	45,207	45,743	46,279	46,815	47,351	47,887	50,120	52,354
5	43,340	45,621	46,168	46,716	47,263	47,810	48,358	48,905	51,186	53,467
6	44,242	46,571	47,130	47,688	48,247	48,806	49,365	49,924	52,252	54,581
7	45,145	47,521	48,091	48,661	49,231	49,802	50,372	50,942	53,318	55,694
8	46,047	48,471	49,053	49,634	50,216	50,797	51,379	51,961	54,384	56,808
9	46,950	49,421	50,014	50,607	51,200	51,793	52,386	52,979	55,450	57,921
10	47,852	50,371	50,975	51,580	52,184	52,788	53,393	53,997	56,516	59,034
11	48,755	51,321	51,937	52,552	53,168	53,784	54,400	55,016	57,582	60,148
12	49,657	52,271	52,898	53,525	54,152	54,780	55,407	56,034	58,648	61,261
13	50,560	53,221	53,860	54,498	55,137	55,775	56,414	57,052	59,714	62,375
14	51,462	54,171	54,821	55,471	56,121	56,771	57,421	58,071	60,779	63,488
15	52,365	55,121	55,782	56,443	57,105	57,766	58,428	59,089	61,845	64,601
16	53,267	56,071	56,744	57,416	58,089	58,762	59,435	60,108	62,911	65,715
17	54,170	57,021	57,705	58,389	59,073	59,758	60,442	61,126	63,977	66,828
18	55,072	57,971	58,667	59,362	60,058	60,753	61,449	62,144	65,043	67,941
19	55,975	58,921	59,628	60,335	61,042	61,749	62,456	63,163	66,109	69,055
20	56,877	59,871	60,589	61,307	62,026	62,744	63,463	64,181	67,175	70,168
21	57,780	60,821	61,551	62,280	63,010	63,740	64,470	65,200	68,241	71,282
22	58,682	61,771	62,512	63,253	63,994	64,736	65,477	66,218	69,307	72,395
23	59,585	62,721	63,474	64,226	64,978	65,731	66,484	67,236	70,372	73,508
24	60,487	63,671	64,435	65,199	65,963	66,727	67,491	68,255	71,438	74,622
25	61,390	64,621	65,396	66,171	66,947	67,722	68,498	69,273	72,504	75,735
26	62,292	65,571	66,358	67,144	67,931	68,718	69,505	70,292	73,570	76,849
27	63,195	66,521	67,319	68,117	68,915	69,713	70,512	71,310	74,636	77,962
28	64,097	67,471	68,281	69,090	69,899	70,709	71,519	72,328	75,702	79,075
29	65,000	68,421	69,242	70,063	70,884	71,705	72,526	73,347	76,768	80,189
30	65,902	69,371	70,203	71,035	71,868	72,700	73,533	74,365	77,834	81,302
31	66,805	70,321	71,165	72,008	72,852	73,696	74,540	75,384	78,900	82,416
32	67,707	71,271	72,126	72,981	73,836	74,691	75,547	76,402	79,965	83,529
33	68,610	72,221	73,088	73,954	74,820	75,687	76,554	77,420	81,031	84,642
34	69,512	73,171	74,049	74,927	75,805	76,683	77,561	78,439	82,097	85,756
35	70,415	74,121	75,010	75,899	76,789	77,678	78,568	79,457	83,163	86,869
36	71,317	75,071	75,972	76,872	77,773	78,674	79,575	80,476	84,229	87,983
37	72,220	76,021	76,933	77,845	78,757	79,669	80,582	81,494	85,295	89,096
38	73,122	76,971	77,895	78,818	79,741	80,665	81,589	82,512	86,361	90,209
39	74,025	77,921	78,856	79,790	80,726	81,661	82,596	83,531	87,427	91,323
40	74,927	78,871	79,817	80,763	81,710	82,656	83,603	84,549	88,493	92,436
41	75,830	79,821	80,779	81,736	82,694	83,652	84,610	85,567	89,559	93,550
42	76,732	80,771	81,740	82,709	83,678	84,647	85,617	86,586	90,625	94,663
43	77,635	81,721	82,702	83,682	84,662	85,643	86,624	87,604	91,691	95,776
44	78,537	82,671	83,663	84,654	85,647	86,639	87,631	88,623	92,759	96,890
45	79,440	83,621	84,624	85,627	86,631	87,634	88,638	89,641	93,827	98,003
46	80,342	84,571	85,586	86,600	87,615	88,630	89,645	90,659	94,895	99,116
TRACK CHANGE			B+6	B+12	B+18	B+24	B+30	M	M+30	M+60
Factor of Previous			0.012	0.01185	0.011719	0.011583	0.01145	0.011321	0.046642	0.044563

**Appendix B
Conway School District
2025-26 Salary Schedule**

STEP – 1,000 Base Salary – 42,571

Step	ND	B	B+6	B+12	B+18	B+24	B+30	M	M+30	M+60
1	40,442	42,571	43,082	43,592	44,103	44,614	45,125	45,636	47,764	49,893
2	41,392	43,571	44,094	44,616	45,139	45,662	46,185	46,708	48,886	51,065
3	42,342	44,571	45,106	45,640	46,175	46,710	47,245	47,780	50,008	52,237
4	43,292	45,571	46,118	46,664	47,211	47,758	48,305	48,852	51,130	53,409
5	44,242	46,571	47,130	47,688	48,247	48,806	49,365	49,924	52,252	54,581
6	45,192	47,571	48,142	48,712	49,283	49,854	50,425	50,996	53,374	55,753
7	46,142	48,571	49,154	49,736	50,319	50,902	51,485	52,068	54,496	56,925
8	47,092	49,571	50,166	50,760	51,355	51,950	52,545	53,140	55,618	58,097
9	48,042	50,571	51,178	51,784	52,391	52,998	53,605	54,212	56,740	59,269
10	48,992	51,571	52,190	52,808	53,427	54,046	54,665	55,284	57,862	60,441
11	49,942	52,571	53,202	53,832	54,463	55,094	55,725	56,356	58,984	61,613
12	50,892	53,571	54,214	54,856	55,499	56,142	56,785	57,428	60,106	62,785
13	51,842	54,571	55,226	55,880	56,535	57,190	57,845	58,500	61,228	63,957
14	52,792	55,571	56,238	56,904	57,571	58,238	58,905	59,572	62,350	65,129
15	53,742	56,571	57,250	57,928	58,607	59,286	59,965	60,644	63,472	66,301
16	54,692	57,571	58,262	58,952	59,643	60,334	61,025	61,716	64,594	67,473
17	55,642	58,571	59,274	59,976	60,679	61,382	62,085	62,788	65,716	68,645
18	56,592	59,571	60,286	61,000	61,715	62,430	63,145	63,860	66,838	69,817
19	57,542	60,571	61,298	62,024	62,751	63,478	64,205	64,932	67,960	70,989
20	58,492	61,571	62,310	63,048	63,787	64,526	65,265	66,004	69,082	72,161
21	59,442	62,571	63,322	64,072	64,823	65,574	66,325	67,076	70,204	73,333
22	60,392	63,571	64,334	65,096	65,859	66,622	67,385	68,148	71,326	74,505
23	61,342	64,571	65,346	66,120	66,895	67,670	68,445	69,220	72,448	75,677
24	62,292	65,571	66,358	67,144	67,931	68,718	69,505	70,292	73,570	76,849
25	63,242	66,571	67,370	68,168	68,967	69,766	70,565	71,364	74,692	78,021
26	64,192	67,571	68,382	69,192	70,003	70,814	71,625	72,436	75,814	79,193
27	65,142	68,571	69,394	70,216	71,039	71,862	72,685	73,508	76,936	80,365
28	66,092	69,571	70,406	71,240	72,075	72,910	73,745	74,580	78,058	81,537
29	67,042	70,571	71,418	72,264	73,111	73,958	74,805	75,652	79,180	82,709
30	67,992	71,571	72,430	73,288	74,147	75,006	75,865	76,724	80,302	83,881
31	68,942	72,571	73,442	74,312	75,183	76,054	76,925	77,796	81,424	85,053
32	69,892	73,571	74,454	75,336	76,219	77,102	77,985	78,868	82,546	86,225
33	70,842	74,571	75,466	76,360	77,255	78,150	79,045	79,940	83,668	87,397
34	71,792	75,571	76,478	77,384	78,291	79,198	80,105	81,012	84,790	88,569
35	72,742	76,571	77,490	78,408	79,327	80,246	81,165	82,083	85,912	89,741
36	73,692	77,571	78,502	79,432	80,363	81,294	82,225	83,155	87,034	90,913
37	74,642	78,571	79,514	80,456	81,399	82,342	83,285	84,227	88,156	92,085
38	75,592	79,571	80,526	81,480	82,435	83,390	84,345	85,299	89,278	93,257
39	76,542	80,571	81,538	82,504	83,471	84,438	85,405	86,371	90,400	94,428
40	77,492	81,571	82,550	83,528	84,507	85,486	86,465	87,443	91,522	95,600
41	78,442	82,571	83,562	84,552	85,543	86,534	87,525	88,515	92,644	96,772
42	79,392	83,571	84,574	85,576	86,579	87,582	88,585	89,587	93,766	97,944
43	80,342	84,571	85,586	86,600	87,615	88,630	89,645	90,659	94,888	99,116
44	81,292	85,571	86,598	87,624	88,651	89,678	90,705	91,731	96,010	100,288
45	82,242	86,571	87,610	88,648	89,687	90,726	91,765	92,803	97,132	101,460
46	83,192	87,571	88,622	89,672	90,723	91,774	92,825	93,875	98,254	102,632

TRACK CHANGE	B+6	B+12	B+18	B+24	B+30	M	M+30	M+60
Factor of Previous	0.012	0.01185	0.011719	0.011583	0.01145	0.011321	0.046642	0.044563

APPENDIX C
Conway School District
Teacher Contract

Agreement made _____ by and between the Conway School District, hereinafter called the District, and _____, hereinafter called the teacher. In consideration of the covenants contained herein, the parties mutually agree:

1. That the District will employ the Teacher for the ensuing year from _____ to _____, at an annual salary of \$_____ to be paid in such installments as the District may determine in its rules and regulations.
2. That the Teacher agrees to work for the District for said period and agrees to conform to and carry out all of the laws, rules, and regulations pertaining to the conduct of the schools and the teachers, and such other laws, rules, and regulations as may be enacted during the term of this contract.
3. That this contract is intended to cover _____ + _____ school days and any and all adjustments which may be made because of absence for whatever reason will be computed at a daily rate of pay based on _____ days.
4. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to occupy.
5. That the District may, without liability, terminate this contract in accordance with the New Hampshire Revised Statutes Annotated, Chapter 189:13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between the District and the Teacher, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license, or permit is revoked by the Commissioner of Education.
6. That the contract is void unless the Teacher holds a valid credential to teach in the position for which they have been employed and in which they are teaching.
7. That this contract must be signed by the Teacher and returned to the school office not later than _____ of the calendar year in which the contract is to commence, otherwise the contract will be deemed to be null and void.
8. That all rules and regulations as adopted by the School Board pertaining to Teachers are hereby incorporated by reference and made a part hereof, and the Teacher accepts the responsibility of being conversant with said rules and regulations.
9. That the Teacher will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.
10. That, except as provided herein, this contract may not be terminated at any time prior to its expiration without the consent of both parties. In addition, any teacher wishing to resign shall give 30 days' written notice to the Chairperson of the School Board and the Superintendent. Any teacher not providing a 30 day notice of resignation shall have the sum of \$200 deducted from their final pay. Any teacher who resigns after July 1 may be required to teach in the next academic year until the Superintendent of Schools can find a qualified replacement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written.

By _____
Teacher

By _____
School Board Chairperson

Co Curricular Activities
Schedule

Conway School District

<p><u>BRACKET 1 - \$4,473</u></p> <p>HC Football HC Ice Hockey HC Boys Basketball HC Girls Basketball HC Alpine* HC Track Music Director</p>	<p><u>BRACKET 2 - \$3,770</u></p> <p>HC Alpine Skiing HC Baseball HC Softball HC Boys Soccer HC Girls Soccer HC Field Hockey JV Football Assistant Football (2) JV Boys Basketball JV Girls Basketball HC Skiing Cross Country HC Skiing Ski Jumping Drama (2 productions) KHS Yearbook Advisor HC Boys Lacrosse HC Girls Lacrosse Dance HC Volleyball HC Cross Country</p>	<p><u>BRACKET 3 - \$3,094</u></p> <p>HC Mountain Biking HC Golf HC Indoor Track HC Boys Tennis HC Girls Tennis Assistant Ice Hockey JV Baseball JV Softball JV Boys Soccer JV Girls Soccer JV Field Hockey JV Boys Lacrosse JV Girls Lacrosse JV Volleyball Robotics Advisor</p>
<p><u>BRACKET 4 - \$2,634</u></p> <p>Asst. Outdoor Track (3) Asst. Cross Country Asst. Skiing Cross Country Freshmen Football Freshmen Boys Basketball Freshmen Girls Basketball MS Boys Basketball (2) MS HC Football MS Girls Basketball (2) MS Skiing Alpine MS Skiing Nordic</p>	<p><u>BRACKET 5 - \$2,166</u></p> <p>MS Baseball (2) MS Softball (2) MS Cross Country (2) MS Track (2) MS Soccer (2) MS Field Hockey (2) MS Assistant Football (2) MS Intramural Coordinator MS Drama MS Music Student Council Advisor National Honor Society Advisor Prom Committee Advisor Robotics Co-advisor ***Reserve Positions (4)</p>	<p><u>BRACKET 6 - \$1,210</u></p> <p>JV Boys Tennis JV Girls Tennis Drama Assistant Unified Basketball Asst. Mountain Biking ***Reserve Positions (4)</p>

The addition of newly-created positions is for placement within the brackets. Not all positions in brackets will be filled. The Athletic Director/Building Principal may, at their discretion, substitute one position for another. The Athletic Director/Building Principal shall base their decision on factors such as safety and total activity enrollment. The decision must comply with Title IX. Some stipends exceed bracketed amount. Refer to Article 26-13 for clarification. Total coach/advisor stipends, inclusive of all stipends and increases, will not exceed \$261,536. *Head Coach Alpine is grandfathered into Bracket 1 until resignation/retirement, then Bracket 2.

Co Curricular Activities
Schedule

Conway School District

<p><u>BRACKET 1 - \$4,607</u></p> <p>HC Football HC Ice Hockey HC Boys Basketball HC Girls Basketball HC Alpine* HC Track Music Director</p>	<p><u>BRACKET 2 - \$3,883</u></p> <p>HC Alpine Skiing HC Baseball HC Softball HC Boys Soccer HC Girls Soccer HC Field Hockey JV Football Assistant Football (2) JV Boys Basketball JV Girls Basketball HC Skiing Cross Country HC Skiing Ski Jumping Drama (2 productions) KHS Yearbook Advisor HC Boys Lacrosse HC Girls Lacrosse Dance HC Volleyball HC Cross Country</p>	<p><u>BRACKET 3 - \$3,187</u></p> <p>HC Mountain Biking HC Golf HC Indoor Track HC Boys Tennis HC Girls Tennis Assistant Ice Hockey JV Baseball JV Softball JV Boys Soccer JV Girls Soccer JV Field Hockey JV Boys Lacrosse JV Girls Lacrosse JV Volleyball Robotics Advisor</p>
<p><u>BRACKET 4 - \$2,713</u></p> <p>Asst. Outdoor Track (3) Asst. Cross Country Asst. Skiing Cross Country Freshmen Football Freshmen Boys Basketball Freshmen Girls Basketball MS Boys Basketball (2) MS HC Football MS Girls Basketball (2) MS Skiing Alpine MS Skiing Nordic</p>	<p><u>BRACKET 5 - \$2,231</u></p> <p>MS Baseball (2) MS Softball (2) MS Cross Country (2) MS Track (2) MS Soccer (2) MS Field Hockey (2) MS Assistant Football (2) MS Intramural Coordinator MS Drama MS Music Student Council Advisor National Honor Society Advisor Prom Committee Advisor Robotics Co-advisor ***Reserve Positions (4)</p>	<p><u>BRACKET 6 - \$1,247</u></p> <p>JV Boys Tennis JV Girls Tennis Drama Assistant Unified Basketball Asst. Mountain Biking ***Reserve Positions (4)</p>

The addition of newly-created positions is for placement within the brackets. Not all positions in brackets will be filled. The Athletic Director/Building Principal may, at their discretion, substitute one position for another. The Athletic Director/Building Principal shall base their decision on factors such as safety and total activity enrollment. The decision must comply with Title IX. Some stipends exceed bracketed amount. Refer to Article 26-13 for clarification. Total coach/advisor stipends, inclusive of all stipends and increases, will not exceed \$269,382. *Head Coach Alpine is grandfathered into Bracket 1 until resignation/retirement, then Bracket 2.

Co Curricular Activities
Schedule

Conway School District

<p><u>BRACKET 1 - \$4,746</u></p> <p>HC Football HC Ice Hockey HC Boys Basketball HC Girls Basketball HC Alpine* HC Track Music Director</p>	<p><u>BRACKET 2 - \$3,999</u></p> <p>HC Alpine Skiing HC Baseball HC Softball HC Boys Soccer HC Girls Soccer HC Field Hockey JV Football Assistant Football (2)</p> <p>JV Boys Basketball JV Girls Basketball HC Skiing Cross Country HC Skiing Ski Jumping Drama (2 productions) KHS Yearbook Advisor HC Boys Lacrosse HC Girls Lacrosse Dance HC Volleyball HC Cross Country</p>	<p><u>BRACKET 3 - \$3,283</u></p> <p>HC Mountain Biking HC Golf HC Indoor Track HC Boys Tennis HC Girls Tennis Assistant Ice Hockey JV Baseball</p> <p>JV Softball JV Boys Soccer JV Girls Soccer JV Field Hockey JV Boys Lacrosse JV Girls Lacrosse JV Volleyball Robotics Advisor</p>
<p><u>BRACKET 4 - \$2,794</u></p> <p>Asst. Outdoor Track (3) Asst. Cross Country Asst. Skiing Cross Country Freshmen Football Freshmen Boys Basketball Freshmen Girls Basketball MS Boys Basketball (2) MS HC Football MS Girls Basketball (2) MS Skiing Alpine MS Skiing Nordic</p>	<p><u>BRACKET 5 - \$2,298</u></p> <p>MS Baseball (2) MS Softball (2) MS Cross Country (2) MS Track (2) MS Soccer (2) MS Field Hockey (2) MS Assistant Football (2) MS Intramural Coordinator MS Drama MS Music Student Council Advisor National Honor Society Advisor Prom Committee Advisor Robotics Co-advisor ***Reserve Positions (4)</p>	<p><u>BRACKET 6 - \$1,284</u></p> <p>JV Boys Tennis JV Girls Tennis Drama Assistant Unified Basketball Asst. Mountain Biking ***Reserve Positions (4)</p>

The addition of newly-created positions is for placement within the brackets. Not all positions in brackets will be filled. The Athletic Director/Building Principal may, at their discretion, substitute one position for another. The Athletic Director/Building Principal shall base their decision on factors such as safety and total activity enrollment. The decision must comply with Title IX. Some stipends exceed bracketed amount. Refer to Article 26-13 for clarification. Total coach/advisor stipends, inclusive of all stipends and increases, will not exceed \$277,463. *Head Coach Alpine is grandfathered into Bracket 1 until resignation/retirement, then Bracket 2.

APPENDIX E-1
CONWAY SCHOOL DISTRICT
CONWAY EDUCATION ASSOCIATION (CEA)

This is a legal contract of authorization to deduct the full amount of dues for membership in the Conway Education Association (CEA)

This deduction will continue until the SAU #9 office and the CEA is notified, in writing, by you that you are no longer a member.

NAME: _____
 (PLEASE PRINT)

CIRCLE:

***School:** Conway El. John Fuller Pine Tree Kennett Middle Kennett HS Itinerant

***Employment Status:** Full Time Half Time Other _____

***Years of Experience:** 1st year teacher
 Circle One 2nd year teacher
 Experienced teacher (have taught more than 2 years)

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated below in twelve equal biweekly payments commencing with the third pay period. I understand the disbursing officer cannot discontinue deductions unless an explanatory letter is written and submitted to the Conway Education Association prior to October 15th of that school year.

I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Board and of its officers from any liability therefrom.

I designate the Conway Education Association to receive all dues and distribute them to the organizations indicated.

2022-23

Circle Experience	1 st year	2 nd year	3 plus years teaching
NEA	\$204.00	\$204.00	\$204.00
NEA-NH	\$287.88	\$383.84	\$479.80
CEA	\$ 60.00	\$ 60.00	\$ 60.00
Total	\$551.88	\$647.84	\$743.80

If less than full-time, dues will be pro-rated accordingly.

NOTE: Rates are subject to annual adjustment.

Signature: _____ **Date** _____

Failure to complete this form correctly may result in payment of full dues

****This copy goes to the SAU #9 Office**

APPENDIX E-2

CONWAY SCHOOL DISTRICT

AUTHORIZATION FOR PAYMENT PLAN

I hereby authorize the payroll department to divide my salary into
the number of equal payments checked below:

- 22 payments
- 26 payments

Signature _____

School _____

If this authorization is not received by the Office of the Superintendent,
Bookkeeping Department, by the opening of the school year, then the teacher shall
be paid in the same installments as the previous year or, in the case of newly
employed teachers, in 26 installments.

**APPENDIX F
CONWAY SCHOOL DISTRICT**

Grievance No. _____

GRIEVANCE REPORT
(For use at Steps 2 and 3)

Name of Grievant _____ Date Filed _____

Home Address _____ Telephone No. _____

Building _____ Assignment _____

Name of Principal _____ School Telephone No. _____

Date of alleged violation or misapplication _____

Article of the Agreement allegedly violated _____

Statement of the grievance _____

Nature and extent of the injury or loss involved _____

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered _____

Remedy sought _____

(Signature-Association Representative Present (Signature - Grievant)

Disposition by: Principal Superintendent

Date answered _____

(Principal/Superintendent of Schools)

Grievance settled on the basis of Principal's/Superintendent's answer

Grievant _____

APPENDIX G

CREDIT UNION

Authorization to Make Deductions

Name _____

Social Security Number _____

School _____

I hereby request and authorize the Conway School District to deduct the following amount from each biweekly pay period starting with the pay date indicated. The School District will forward the total monthly deductions by the School District Treasurer to the Credit Union Office.

Amount _____

Starting Date _____

The above amount requested will be automatically deducted from each biweekly pay period until such formal written notice is given to the School District to terminate the credit union deduction.

Date

Signature

Appendix H

CONWAY SCHOOL DISTRICT
Conway Education Association Personnel
AUTHORIZATION FOR PARTICIPATION IN THE ILLNESS LEAVE BANK

Name _____ Social Security # _____
School _____ Contract/School Year _____
To: Illness Leave Bank Administrative Committee

I hereby request and authorize the Illness Leave Bank Administrative Committee (Administrative Committee) to deduct one (1) day from my personal accrued illness leave. I understand that this donated day shall become part of the accrual of days of the Illness Leave Bank. I understand that the donation of this one (1) day to the Illness Leave Bank plan is final and not returnable.

I understand that participation in the Illness Leave Bank plan is governed by the following provisions:

- (1) Participation in the Illness Leave Bank plan is voluntary.
- (2) Employees wishing to participate in the Illness Leave Bank plan shall commit to participation in the plan with this instrument.
- (3) One day will be deducted only upon initial enrollment or when the Illness Leave Bank falls below 250 days.
- (4) Participation in the Illness Leave Bank plan must be initiated by the completion and submission of this instrument by the employee to the Administrative Committee.
- (5) Participation in the Illness Leave Bank plan shall be maintained only by completion and submission of this instrument by the employee to the Administrative Committee.
- (6) This instrument shall be submitted to the Illness Leave Bank Administrative Committee no later than September 15th of the contract year of enrollment.
- (7) That application for benefits available from the Illness Leave Bank plan must be made in writing to the Illness Leave Bank Administrative Committee.

By my signature below, I signify my wish to participate in the Illness Leave Bank plan, and that I understand the above and all the provisions of the Illness Leave Bank (Article 15-7) plan as made under the master contractual agreement.

Signature

Date

I further acknowledge that each participant is bound by the final and binding decision of the Illness Leave Administrative Committee, that the participant has no rights to appeal any decision of the Administrative Committee in any forum for any reason including but not limited to the grievance procedures under the collective bargaining agreement between the CEA and the Conway School Board, any administrative agency or any judicial forum.

Signature

Date