

AGREEMENT  
BETWEEN  
THE CORNISH SCHOOL BOARD  
AND  
THE CORNISH EDUCATION ASSOCIATION

July 1, 2010 to June 30, 2011

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William Palmer

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Christine Bourne

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Kristi Stevens

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Rachel Roper

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Caroline Storrs

Cornish School Board

Cornish Education Association

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Date

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Date

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### APPENDICES

- A. Salaries
- B. Teacher Supervision: Evaluation and Observation
- C. Grievance Form

ARTICLE I  
PREAMBLE

This Agreement is made and entered into by and between the Cornish School Board and the Cornish Education Association.

WITNESSETH:

Whereas pursuant to RSA 273-A, the School Board and the Association have the obligation and authority to negotiate in good faith with the unit as set forth in Article II, the Recognition Clause, and whereas the parties have reached certain understandings which they desire to confirm in the Agreement.

It is hereby agreed as follows:

ARTICLE II  
RECOGNITION

The School Board recognizes the Cornish Education Association, affiliated with NHEA/NEA, for the purpose of collective negotiations pursuant to RSA 273-A, as the exclusive representative of those teachers certified by the New Hampshire Public Employees Labor Relations Board.

Definitions: The following list of terms will be used in this Agreement and when they are used they will refer to the definitions described below unless otherwise stipulated.

1. The term "school" refers to the Cornish Elementary School.
2. The term "teacher" refers to a person employed by the District who is eligible to be included in the bargaining unit.
3. The term "school board" refers to the Cornish School Board.
4. The term "association" refers to the Cornish Education Association.
5. The term "district" refers to the Cornish School District.

ARTICLE III  
GENERAL PROVISIONS

- A. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed Amendment to this Agreement.
- B. A copy of this Agreement between the School Board and the Association shall be provided by the School Board and presented to each teacher employed.
- C. The rights and/or privileges granted to the Association will not be granted to any other group or organization which purports to represent any employees covered by this Agreement as long as the Association is the certified bargaining unit by the Public Employees Labor Relations Board.
- D. Whenever any notice is required to be given by either party to this Agreement, the party shall do so by registered or certified mail at the following addresses:

Superintendent of Schools  
School Administrative Unit 6  
165 Broad Street  
Claremont, NH 03743

President, Cornish Education Association  
Cornish Elementary School  
274 Townhouse Road  
Cornish, NH 03745

ARTICLE IV  
DURATION OF CONTRACT

The provisions of this Agreement will be effective as of July 1, 2010 and will continue and remain in effect until June 30, 2011.

ARTICLE V  
NEGOTIATIONS PROCEDURE

- A. The Association and School Board agree to enter into collective negotiations in accordance with the New Hampshire RSA 273-A.
- B. On or before October 1, either party may submit to the other, by certified mail, written notice of its intention to negotiate a successor Agreement.
- C. The parties shall meet at reasonable times and places to negotiate in good faith.
- D. The School Board shall furnish to the Association, upon request, that information which is in the public domain and is a matter of public information.
- E. Any Agreement reached shall be reduced to writing and be signed by the School Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employees Labor Relations Board within fourteen (14) days of the signing.
- F. If Agreement is not reached by ninety (90) days prior to the budget submission date, either party may declare an impasse and utilize the procedures set forth under RSA 273-A:12, Resolutions of Disputes, to resolve impasse.

ARTICLE VI  
PERSONNEL FILES

- A. Any teacher shall have the right, upon request, to review the contents of his/her personnel file except confidential reference information. Upon request from the teacher, the administration will remove documents or other materials from the personnel file which are at least three years old and are not related to sexual misconduct or criminal activity.
- B. No material shall be placed in a teacher's file unless the teacher has had an opportunity to review such material by signing the copy to be filed. Such signature in no way indicates agreement with the content therein. The teacher shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent, or his designee, and attached to the file copy.
- C. No material shall be placed in the personnel file of a teacher after termination of employment.

- D. In the event there is removal of material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.

ARTICLE VII  
CORNISH EDUCATION ASSOCIATION RIGHTS

- A. The Board shall not refuse to hire, to discharge, or to otherwise discriminate against any person regarding compensation or terms and conditions of employment because of the person's race, color, religious creed, national origin, gender, domicile, marital status, age, sexual orientation, or mental or physical disability.
- B. Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Association or to refrain from such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly prohibited in the New Hampshire Public Employee Relations Law RSA 273-A, the right to assist the Association extends to participation in the management of the Association and acting for the Association in the capacity of Association Representative, including presentation of its views to officials of the School Board, the building or other appropriate authority within the District or the State. The School Board shall take action that no interference, restraint, coercion, reprisal, or discrimination is practiced against members of the bargaining unit and/or the Association.
- C. The Association and its representatives may use the school building at reasonable hours for meetings. Permission for use will be at the discretion of the principal upon proper notice and prior approval.
- D. The Association or its representatives may use school equipment at the discretion of the principal upon proper notice and approval. Costs of materials will be borne by the Association.
- E. The Association may, with prior arrangement and approval of the principal, be on the agenda, present reports and announcements at faculty meetings.
- F. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teachers' room. The Association may use teachers' mailboxes for communication.
- G. The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.
- H. Representatives of the Association may be allowed to receive telephone calls or communiqués concerning Association business during school hours; however, such matters should not interfere with the normal operation of the school.

ARTICLE VIII  
CONDITIONS OF EMPLOYMENT

Conditions of employment should reflect mutual educational goals of the School Board and the Cornish School staff.

- A. The teacher work year will be 186 days. One hundred eighty (180) days shall be student contact days. Two days shall be scheduled at the beginning of the school year for administrative purposes. One day shall be used for parent-teacher conferences in the fall. Two days shall be scheduled during the school year to be used as determined by the administration. The final day shall be at the end of the school year to complete closing duties.
- B. No more than five 2 ½ hour periods, from 3:15 – 5:45, shall be scheduled to work on Cornish School District goals. The scheduling, specific content, and number of periods shall be at the Principal's discretion. The schedule shall be established by July 1<sup>st</sup> of each year. The Principal may cancel a session, but may not add a session. Reimbursement for these sessions shall be calculated at one-third of the per diem BA base salary (i.e. BA base salary divided by 186 divided by 3).
- C. The School Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. To further support the teachers in their primary responsibility, the School Board and the Association recognize the need for teachers to have regular planning periods during the school day. The School Board will make every effort to assure that teachers are not needed to perform monitoring duties such as recess, lunch, and bus, therefore providing additional time in their work week to create daily planning time.
- D. The School Board will make every effort to maintain an average class size in conventional academic groups at no more than twenty-five (25) students per classroom teacher.
- E. In light of modern educational developments, it is essential to move toward flexibility relative to numbers of teachers and students participating in the process of teaching and learning. Class size will be appropriate to each learning situation and will be no greater than the number for which the facility was designed. Utilization of paraprofessionals and volunteers in the classroom should be at the discretion of the classroom teacher to best meet the learning needs of students in the class.
- F. All teachers shall have a duty-free lunch.
- G. The School Board and the Association recognize that budgetary changes can significantly affect what goes on in the classroom which affects conditions of employment. In the event of budgetary changes, the School Board and the Association agree to collaborate and come to consensus regarding the best possible resolution of changes. At least two representatives of the Association and at least two members of the School Board would meet to come to consensus and recommend solutions to their respective groups.

ARTICLE IX  
PROFESSIONAL IMPROVEMENT/STAFF DEVELOPMENT

Effective education occurs when teachers are part of a professional process that includes performance review, collaborative decision making, goal development, and planning.

A. Professional Improvement/Staff Development

The School Board provides a fund to be used for staff development. The negotiated amount will be \$13,500 per year. The provisions for this fund are as follows:

1. The first \$2,000 each year will be set aside for summer staff work or additional work during the year that contributes to the teaching programs that ultimately benefit the children. Any remaining money will be applied to #2.
2. All certified teaching staff who receive an annual teaching contract will be eligible to draw a portion of the Staff Development Funds. The pool for the staff will be \$11,500 per year. The portion automatically available to each staff member shall be determined by dividing the pool of funds by the number of individual professional staff members. Any remainder in the account will first be used to pay teachers who spent beyond the allotment. Then, any remainder will be applied to the summer funds as in #1.
3. All professional development activities to be reimbursed by this Fund must be pre-approved by the Principal. The Principal will approve only those activities which are related to the goals of the Cornish School District and/or the teacher's individual goals under the SAU DOE-approved Professional Development Plan. Activities which may be approved for reimbursement include:
  - a. college courses
  - b. conferences
  - c. professional journals
  - d. professional fees or dues to a professional organization
  - e. workshops
4. A report of the funds and their distribution will be made to the Association members before the closing of school each contract year.
5. All requests for funding will be made in writing no later than May 10 of the contract year.
6. Two teachers will be elected to keep the fund requests current. At least one of the elected teachers must be an Association member. They will comply with the necessary paperwork from the School Board and the SAU.
7. The Association secretary will furnish a list of all eligible staff members, their FTEs, and their allotted funding when contracts have been signed for the given year.

B. Teacher Evaluation

The procedures for Evaluation and Observation are attached as Appendix B. These procedures may be amended with the approval of both the Association and the School Board during the pendency of this Agreement.

C. School Calendar

The school calendar shall be determined annually by the School Board based on recommendations of the staff, the principal, and the superintendent.

ARTICLE X  
TIME TEACHERS SHALL BE IN THE BUILDING

Teachers are expected to be in the school at least one-half (1/2) hour prior to the opening of school in the morning and remain at least one-half (1/2) hour after the close of school in the afternoon. This gives parents, children, supervisors, and administrators an opportunity to meet with teachers as situations arise.

It is realized that there will be times when a teacher cannot fulfill this obligation and in those instances the principal will be informed.

ARTICLE XI  
PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Any newly hired teacher, whose years of experience exceed the cap in his/her column, will be placed no higher than the top step in that column.
- C. Each teacher shall have the option of salary payments pro-rated on the basis of 22 or 26 payments.
- D. No newly hired bargaining unit member shall be placed on a step higher than a currently employed bargaining unit member with equal or greater years of experience.
- E. Teachers may be asked to attend workshops or engage in other non-teaching work during the summer. Such work will be voluntary and shall be compensated at a rate of 1/186 of the BA base salary.

ARTICLE XII  
TEACHER RIGHTS

- A. When the School Board wishes to meet with a teacher, written notice will be given at least forty-eight (48) hours in advance. A teacher may have representation present during such a meeting.
- B. The Association recognizes the authority and the responsibility of the principal for reprimanding an employee for delinquency of professional performance. If an employee is to be reprimanded by a member of the administration, he/she will be entitled to a member of the Association to be present. The Administrators are not to be denied the right to give constructive criticism.
- C. Prior to a teacher being discharged, non-renewed, or suspended there will be a meeting between the teacher, the principal, and the assistant superintendent to review the teacher's performance.



- D. No member shall be discharged, suspended, disciplined, reprimanded, or reduced in rank or compensation without a written statement outlining reasons for such actions. All information forming the basis for disciplinary action will be made available to the member. Discipline shall be administered in a fair, consistent and reasonable manner.

### ARTICLE XIII GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problem(s) which from time to time may arise affecting terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.

B. Definitions:

1. A "grievance" shall mean an alleged violation, misinterpretation, or misapplication with respect to one or more teachers, of any provision of this Agreement. The grievance must be filed within ten (10) days of its occurrence or time when the teacher should have been aware of the occurrence which gave rise to the grievance.
2. The "aggrieved teacher" is the teacher making the claim.
3. The term "days" shall mean work days Monday through Friday.

C. Time Limits:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement between the Association and the School Board.
2. The time limits set forth herein may be reduced by mutual agreement of the Association and the School Board.

D. Informal Procedure:

1. If a teacher feels that he/she may have a grievance, the teacher will first discuss the matter with the principal or other appropriate administrator in an effort to resolve the matter informally.
2. If the teacher is not satisfied with such disposition of the matter, the teacher may have the Association's representatives assist further to resolve the problem informally with the principal or other appropriate administrator.

E. Formal Procedure:

1. Level One - School Principal

- a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, the claim may be presented as a formal grievance in writing to the principal.
- b. The principal shall within ten (10) work days after receipt of the above written grievance, render his decision and the reason(s) therefore in writing to the aggrieved teacher.

2. Level Two - Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at level one, the teacher may, within ten (10) work days after the receipt of the principal's decision, file the grievance with the Superintendent.
- b. The Superintendent shall, within ten (10) work days after the receipt of the grievance, meet with the aggrieved teacher and with the principal (together or separately) for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) work days after the receipt of the grievance, render his decision and the reason(s) therefore in writing to the aggrieved teacher.

3. Level Three - School Board

- a. If the teacher is not satisfied with the disposition of the grievance at level two, the teacher may, within ten (10) work days after the Superintendent's decision, file the grievance with the School Board.
- b. The School Board shall, within twenty (20) work days after the receipt of the grievance, meet with the teacher, principal, and Superintendent (together or separately) for the purpose of reviewing the grievance.
- c. The School Board shall, within thirty (30) work days after the receipt of such grievance, render by mail its decision and the reason(s) therefore to the teacher.

4. Level Four - Mediation

- a. If the teacher is not satisfied with the disposition of the grievance at level three, the teacher with the support of the Association may, within six (6) work days after receiving the School Board's decision, refer the grievance to mediation. The parties shall attempt to mutually agree on a mediator. If the parties are unable to agree on a mediator within 6 workdays, selection will be done through the American Arbitration Association. The parties agree to share equally in the compensation and expense of the mediator. In any event, the decision of the School Board shall be final subject to either party seeking review under RSA 273-A:5,I(h) or RSA 273-5, II (f) as appropriate.
- b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, (unless extended by mutual Agreement) shall permit the aggrieved person to proceed to the next level, except at the School Board level. Failure at any level of this procedure to appeal a grievance to the next level

within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

F. Forms:

Forms for filing and processing grievances shall be prepared jointly by the Association and the School Board and made available through the Association representatives and the principal so as to facilitate operation of the grievance procedure.

G. Meetings:

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their selected representatives.

ARTICLE XIV  
LEAVE OF ABSENCE

A. Temporary Leaves

1. Each teacher who is under a full time contract for a full professional year shall be granted fifteen (15) temporary leave days per year. Temporary leave days shall be pro-rated for any bargaining unit member who is employed part-time or less than a full year.
2. Unused temporary leave days shall be accumulative to one hundred and twenty (120) days for teachers. The year following the accumulation of one hundred and twenty (120) days, the teacher shall be granted an additional fifteen (15) days for use in that present year. At the conclusion of that year, the teacher's total days will revert to the one hundred and twenty (120) day limit, if no more than fifteen (15) days were used.
3. Temporary leave days may be used for:
  - a. personal illness, injury or incapacitation up to a maximum number of days the bargaining unit member has accumulated,
  - b. illness or injury in the immediate family up to five (5) days per contract year,
  - c. for each death in the immediate family up to five (5) days per occurrence,
  - d. death of a close acquaintance up to a maximum of two (2) days per occurrence,
  - e. personal business up to a maximum of three (3) days per contract year. Personal business is defined as:
    - i. circumstances beyond the control of the person,
    - ii. personal affairs which cannot be accomplished at any other time,
    - iii. duties as an official of a governmental agency,
    - iv. religious observances.
  - f. Notice of intent to use personal leave will be made in writing, submitted to, and approved by, the principal. Each notice shall specify under which section of Article XIV the leave is being taken. Except in emergencies, twenty-four (24) hours notice is required.
  - g. Misuse of personal days will result in loss of pay for those days.
4. Immediate family, for purposes of this section, shall mean grandparents, parents, foster parents, legal guardians, stepparents, in-laws, spouse, siblings, children, stepchildren, or foster children of an employee or an employee's spouse.

5. When an employee is absent from his/her assignment for any of the above listed reasons, such absence shall be a chargeable absence and shall be deducted from his/her accumulated temporary leave days. Absences for one half (1/2) day or less shall be chargeable as one-half (1/2) day. Absences for less than a day, but more than one-half day, shall be chargeable as one (1) day.

#### B. Sick Leave

1. Upon initial employment, employees may transfer up to fifteen (15) days of their accumulated sick leave when moving from another District.
2. A voluntary sick leave bank will be established for the benefit of those employees whose accumulated leave for illness becomes exhausted. Each participating employee will contribute two (2) sick leave days upon his/her initial enrollment. The number of days in the bank will be maintained at a minimum of twenty (20) days. When the bank falls one (1) day below this minimum, the enrolled employees shall donate one (1) additional day. The number of days will carry over from year to year. In order to qualify for the bank, an employee must have been ill for three (3) or more consecutive days prior to application. An enrolled employee may draw up to twenty (20) days from the bank. The sick leave bank shall be administered by a committee composed of three (3) members of the Association, appointed by the President, and the Assistant Superintendent hereafter called the Administrative Committee.

#### C. Professional Days

1. Provisions for professional leave days shall be mutually arranged between the employee and the principal.
2. Employees may be granted up to three (3) professional days during the school year. Additional days may be granted at the discretion of the principal.
3. If any individual is requested by the Superintendent of Schools or the School Principal to attend a function to represent the school, such time shall not be charged to an individual's professional time.

#### D. Professional Leave (One [1] Year)

1. The School Board, upon recommendation of the Superintendent, shall grant a teacher a year's leave of absence for educational purposes provided that the School Board approves of the year's program as submitted by the teacher in his/her application for leave.
2. The School Board, upon the recommendation of the Superintendent, shall grant credit for a year's experience on the salary schedule for a year's leave of absence provided that the teacher can show successful accomplishment of the year's work. It is understood that the year's work must be considered by the School Board and the Superintendent to be beneficial to the Cornish School System.
3. The School Board shall provide for a continuation of health and dental insurances as long as the insurance carriers agree to such a change.
4. No pay or other benefits, except as specified above or as specified explicitly in the motion of the School Board in granting such leave, shall accrue during or as a result of a leave of absence.
5. A leave of absence for other purposes may be granted upon the recommendation of the Superintendent and approval of the School Board in certain emergency situations. The employee would then be responsible for the entire cost of health and dental insurance.

Opportunities to subscribe to the District health plans would be available as long as the insurance carriers are in agreement.

6. A staff member who is granted a professional leave shall sign a contract acknowledging his/her responsibility for one year of service to the District upon return. If the individual does not return to the District, the individual must reimburse the District an amount equal to District monies invested in the leave.

#### E. Staff Leave for Community Service

The Board recognizes that community service benefits the general community. Thus, staff members will be paid by the District while they are performing such community service an amount equal to the difference between what they receive for such duty (excluding expenses) and their regular amount of pay (1/186th of the negotiated contract) for each normal school day during such duty, providing the regular pay is higher. The following community service activities shall be considered paid leave:

1. Jury duty;
2. Service as a subpoenaed witness;
3. Annual National Guard or Military Reserve Training;
4. Emergency response to a local, state, or national life and/or fire safety call.

Staff members will be expected to leave educational plans for instruction for any civic leave of absence. Staff members will ensure that all classes are covered during emergency leaves of absence and will make such arrangements known to the principal.

#### F. Family Leave

1. Maternity leave shall be granted in accordance with applicable law.
2. Upon application by such teacher, the School Board shall grant family leave without pay or benefits for a period not to exceed one (1) school year following the school year during which such leave commences. Return from family leave shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the Superintendent.
3. The teacher shall be entitled to return to duty after completion of the family leave provided:
  - a. she has previously indicated her intent to return to duty following such family leave. This notice must be made before the first day of March prior to the school year in which she intends to return to work,
  - b. upon return from leave of absence, she shall be re-employed upon such terms and conditions of employment as she would have been entitled to at the time such leave of absence commenced, provided, however, that such terms and conditions are then currently available.

## ARTICLE XV RETIREMENT

The District will financially support the payment of a retirement benefit. To be eligible for this benefit the teacher:

1. will expect to be at least 55 years old at the date of retirement;
2. will expect to have completed a minimum of 10 years service in the District;
3. must provide written notice to the School Board of the intent to retire no later than December 31st, which would create a one and a half year notice of intent to retire.  
Example: A teacher intending to retire on June 30, 2007 must give notice by December 31, 2005.

### A. Benefit Choices

Having met the eligibility requirements for retirement, the teacher will be expected to indicate at the time of the written notice to the School Board which option he/she chooses. The retiree would be eligible for one of the following benefits:

1. Health care insurance for a single person paid by the District from the date of retirement for five (5) years, not to exceed \$17,500. The retiree would have the option of purchasing, at his/her own expense, health benefits for his/her spouse. If the retiree continues to need health insurance beyond the five-year period, or the \$17,500 benefit, he/she would have the option of purchasing, at his/her own expense, the group health insurance. The retiree would receive a yearly report from the Cornish School District indicating the amount of benefit used and amount of benefit remaining. Or,
2. A retirement stipend would be calculated based upon the formula indicated below and paid to the employee in one amount in June of the school year of retirement. If the employee chooses, the stipend may be paid into a tax-deferred annuity of the employee's choosing so as to limit the tax consequences. The employee is responsible for working with the SAU 6 staff and his/her own retirement counselor to ensure that any payment into the tax deferred annuity complies with all appropriate IRS regulations regarding such contributions and any amount deemed not qualifying will be paid directly to the employee, less any payroll taxes applicable.
3. The employee choosing option 2 above may purchase group health insurance for himself/herself and his/her spouse at his/her own expense.

### FORMULA:

1. Would be calculated for retiring employees who have 10-14 years of service in Cornish: 30% of the final year's salary.
2. For a retiree who has 15 or more years of service in Cornish: 40% of the final year's salary.

The School Board will financially support either choice up to a total dollar amount of no more than \$17,500 per retiree. The number of teachers who can retire in one fiscal year would be two (2) unless otherwise decided by the School Board.

Any amount payable by the District to a retiring employee above base salary shall be reduced by such amount as necessary to prevent the school district from being assessed a penalty by the New Hampshire Retirement System. Any reduction in such amounts as otherwise payable to the

employee shall be paid to the retiree 120 days after the date of retirement so long as this results in the avoidance of such penalty.

A teacher could withdraw his/her notification by written letter to the School Board no later than April 1 of the year indicated for retirement.

## ARTICLE XVI INSURANCE BENEFITS

### A. Health Insurance

The District will financially support the payment of health insurance premiums for all full-time employees at a level of cost as required by the School Care HMO plan. The percent of coverage is as applies to:

School Care HMO	
Single	80%
Two Person	80%
Family	80%

An alternate plan within School Care may be chosen by the employees, but the District contribution will be equivalent to the School Care HMO contribution.

### B. Life Insurance

The School Board agrees to provide one (1) times the current salary for certified teachers.

### C. Dental Insurance

The District will financially support 100% Single coverage cost to all full-time employees (Option 8).

### D. Part-time Teachers

Health and dental insurance are available to certified part-time teachers on a pro-rated basis.

## ARTICLE XVII REDUCTION IN FORCE

When the School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollment, budget reduction, change in or consolidation of Board authorized programs, or for any other reason determined necessary or desirable by the School Board, the following reduction-in-force policy will be implemented.

### A. Notice:

1. As soon as a reduction-in-force is seriously contemplated, the Superintendent of Schools shall notify the President of the Association and all the teachers.
2. The School Board will accept any written presentation regarding the reduction-in-force from the Association, individual teachers, or the public.

3. The decision to implement the reduction-in-force is at the sole discretion of the School Board.

B. Procedure for Determining Reduction-In-Force:

1. The School Board will make every reasonable effort to minimize the effects of reduction-in-force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract).
2. If further reduction in staff is necessary, the School Board shall retain those teachers who, in its sound discretion, will be the best teachers for the school system and students it serves. In identifying which teachers to release, the School Board shall consider the following factors: certification, level of professional education, professional growth, experience in certified area and/or job classification and demonstrated teaching ability as shown by evaluations. All the factors being equal, then seniority will be considered in making the final determination. Seniority is defined as the total number of years continuously employed in the District.
3. Teachers whose positions have been identified to be eliminated shall have the right to be offered a contract for the following school year for a position for which the teacher is certified and which falls within their specific classification provided that a position becomes vacant and available prior to the commencement of the next school year. There will be no obligation on the part of the School Board to offer a position to a teacher who has been identified as a teacher to be "laid off" if there is no known vacancy for the following school year for which the teacher is certified.
4. There will be no recall rights for terminated employees. However, the School Administration shall consider the application of employees terminated after the end of the current school year for such positions which may become available in subsequent years provided that said terminated employees submit a reasonable and timely application at the time the position becomes vacant.
5. Any transfer, assignment, or reassignment resulting from, or involved with, a reduction in staff will be made at the sole discretion of the Superintendent of Schools. In the event of a change of assignment or transfer as a result of the reduction-in-force, the teacher involved shall be notified of such change.
6. This reduction-in-force procedure is the only procedure that may be used in a reduction-in-force. No other personnel action, other than a reduction-in-force, may be considered under this policy.

ARTICLE XVIII  
VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Vacancies occurring within the professional staff, including newly created positions, shall be posted on a designated bulletin board along with a copy of such positions to the Association. Positions shall be posted for at least five (5) school days. Such positions may be applied for by submitting a written application to the SAU 6 office. Said positions shall be filled on the basis of the experience, competency, and qualifications of the applicant.
- B. During summer months when school is not in session, the District will post in the SAU 6 office all vacancies as above described and shall also forward a copy to the Association President. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis as provided above.



- C. Receipt of all applications and requests referred to in this Article shall be acknowledged by the District within ten (10) working days.
- D. Changes in grade assignments shall be at the discretion of the Superintendent, after receiving input and recommendations from the principal. Although involuntary changes may be necessary, request for voluntary change shall be considered and said requests shall be submitted to the Superintendent in writing, on or before April 1st of the year preceding the change. Involuntary changes by the Superintendent of Schools shall not be done in an arbitrary or capricious manner.

ARTICLE XIX  
SAVINGS CLAUSE

If any article or part of this Agreement is held to be invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XX  
FINAL RESOLUTION

This Agreement represents the total and final resolution of all matters between the parties, and shall not be changed or altered unless the change or alternation has been agreed to and evidenced in writing by the parties hereto.

**APPENDIX A  
SALARY SCHEDULE**

<b>Cornish Education Association Salaries</b>						
<b>2010 - 2011</b>						
Step	BA	BA15	BA30	MA	MA15	MA30
0	29203	30663	32123	33583	35043	36503
1	30868	32328	33788	35248	36708	38168
2	32533	33993	35453	36913	38373	39833
3	34198	35658	37118	38578	40038	41498
4	35863	37323	38783	40243	41703	43163
5	37528	38988	40448	41908	43368	44828
6	39193	40653	42113	43573	45033	46493
7	40858	42318	43779	45238	46698	48158
8	42523	43983	45443	46903	48363	49823
9	44188	45648	47108	48568	50028	51488
10	45853	47313	48773	50233	51693	53153
11				51898	53358	54818
12				53563	55023	56483
13				57797	59257	60717

## APPENDIX B

### TEACHER SUPERVISION

#### EVALUATION AND OBSERVATION

The teachers and Board recognize that the purpose of supervision and evaluation procedures is to support teachers in their efforts to improve instruction. Through various forms of feedback, teachers can better assess their classroom performance and their professional role in the school.

#### SUPERVISION PLAN:

1. Key components of a Supervisory Plan will include:
  - Specific written plan developed between the teacher and supervisor.
  - Teacher self-assessment in relation to Criteria for Evaluation (see Appendix B).
  - Review of progress of plan on a regular basis throughout cycle.
2. The specifics of the Supervisory Plan are individualistic as they are designed to meet the professional needs of each teacher. Consequently, teachers and supervisors need to utilize a variety of sources and techniques (i.e., classroom observations, videotaping of lessons, student/peer/parent feedback and teacher self-assessment) to help determine progress towards meeting the goals and objectives of the Supervisory Plan.
3. A Supervisory Conference for the purpose of developing a written supervisory plan will be held at the beginning of the evaluation cycle.

#### EVALUATION CYCLE:

1. The length of the Evaluation Cycle for non-tenured teachers is one year. A one, two or three year cycle, depending on the professional needs of the staff member, will be identified by the supervisor for tenured teachers.
2. At the completion of the Evaluation Cycle, a written evaluation will be completed by the supervisor. In the event that the cycle exceeds one school year, a Supervisory Conference will be held to review progress. The format of the evaluation may take the form of an open-ended narrative and/or checklist that may address any or all of the eight major categories (*Clarity of Instruction, Knowledge, Strategies, Enthusiasm/Classroom Atmosphere, Evaluation, Staff Rapport, Performance of Duties and Responsibilities, and Professional Growth*) within the Criteria for Evaluation.

#### SUPERVISORY CONFERENCES:

A Supervisory Conference will be held within ten (10) school days of any Formal Classroom Observations or Evaluations. Other Supervisory Conferences may be requested either by the supervisor or the teacher.

## FORMAL CLASSROOM OBSERVATIONS

1. Non-tenured teachers will have at least two formal classroom observations conducted prior to February 15, of each year, one of which will be conducted on or before November 15.
2. Tenured teachers will have at least one formal classroom observation completed before March 1, each year.
3. The written classroom observation will be made available to the teacher within ten (10) school days following the observation.

## PEER OBSERVATION/MENTORING

Concept to be raised and discussed for the next contract beginning 2001. This was referred to in the 1996-97 contract as the Peer Review and Coaching Process and the Curriculum Leader System.

These evaluation and observation procedures will be done with these goals in mind:

- A. Evaluation and observation will always be done in an open and ethical manner. During the first three weeks of school, the Principal shall orient all new teachers regarding evaluation procedures and instruments.
- B. All evaluations shall be conducted only by a certified administrator. Classroom observations will be conducted by a certified administrator, or a teacher/colleague mutually agreed upon by the principal and the teacher being evaluated.
- C. Assistance shall be recommended to teachers by the evaluator when the evaluator and/or the teacher judges this to be necessary. The evaluator and/or teacher will determine what teaching areas need improvement and how improvement can best be accomplished.
- D. Signatures of the teacher and the supervisor are required on all letters of progress or formal observations. In the event that the teacher feels that an evaluation, observation or letter of progress has been incomplete, inaccurate or unfair, the teacher may put his/her objections in writing and have them attached for placement in the teacher's personnel file.
- E. Copies of all formal written observations and Evaluations/Checklists will be submitted to the Superintendent's office, prior to the end of the school year, for placement in the teacher's personnel file.
- F. The Superintendent of Schools reserves the right to required evaluations beyond the scope of the agreements below.

11/13/98

3/9/99 revised

APPENDIX C

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_ School District Complete in triplicate with copies to:  
1. Principal/Dept. Head (Yellow)  
2. Superintendent (Green)  
3. Association (Pink)

School: \_\_\_\_\_ Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

LEVEL A

Date of Grievance:.....

1. Statement of Grievance – (be sure to include the specific violation or condition with proper references to the contract agreement)

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.....  
.....

2. Relief sought: .....

.....  
.....

.....  
Signature

Answer given by Principal or Department Head .....

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.....  
Signature

Position of Grievant.....

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.....

.....  
Signature

LEVEL B

Date received by Principal or Superintendent:.....

If K-6, Superintendent receives Grievance (If additional space is required, attach another sheet.)  
If 7-12, Principal receives Grievance

Answer given by Principal or Superintendent.....

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.....  
Signature Date

Position of Grievant.....

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Signature

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*LEVEL C*

Date received by Superintendent:.....

Answer given by Superintendent.....

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Signature

Position of Grievant.....

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Signature

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*LEVEL D*

Date submitted to Advisory Arbitration:.....

Disposition of Arbitrator:.....

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.....  
Signature