

**AGREEMENT**

**BETWEEN THE**

**HARRISVILLE BOARD OF EDUCATION**

**AND THE**

**HARRISVILLE EDUCATION ASSOCIATION**

**July 1, 2016 to June 30, 2020**

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## ARTICLE I

### RECOGNITION

1.1 The Board recognizes the Association as having been certified by the New Hampshire Public Employee Labor Relations Board (hereinafter PELRB), pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all staff employed by the Harrisville School District, as listed by PELRB certification.

#### 1.2 Definitions

a. **Employee:** includes all positions covered by this collective bargaining agreement.

b. **Teaching staff:** includes teachers, guidance counselors, librarians/media specialists and nurses; excludes the teaching principal, supervisors and administrators as defined in RSA 273-A:8, II.

**Full-time:** includes all teaching staff who are employed by the district eighty percent (80%) or more. Benefits include: juror/witness leave (12.2), personal leave (12.3), bereavement leave (12.4), sick leave (12.5), STD/LTD coverage (12.6), workers' comp benefits (12.8), child-rearing leave (12.9), leave without pay (12.10), tuition reimbursement (13.2), health, life and dental insurance (15.1, 15.2 and 15.3).

**Part-time:** includes all teaching staff who are employed by the district less than eighty percent (80%). Benefits include: juror/witness leave (12.2), personal leave (12.3), bereavement leave (12.4), sick leave (12.5), workers' comp benefits (12.8), child-rearing leave (12.9), leave without pay (12.10), tuition reimbursement (13.2).

c. **Educational Support Staff:** includes secretaries, custodians, food service personnel and all aides; excludes employees who work exclusively in before and/or after school programs.

**Full-time:** includes all support staff who work at least 1950 hours annually. Benefits include: juror/witness leave (12.2), personal leave (12.3), bereavement leave (12.4), sick leave (12.5), STD/LTD coverage (12.6), workers' comp benefits (12.8), child-rearing leave (12.9), leave without pay (12.10), tuition reimbursement (13.2), holidays (14.3), vacations (14.4), retirement stipend (14.12), health, life, and dental insurance (15.1, 15.2 and 15.3).

**Regular:** includes all support staff who work at least 1080 hours and not more than 1949 hours annually. Benefits include: juror/witness leave (12.2), personal leave (12.3), bereavement leave (12.4), sick leave (12.5), STD/LTD coverage (12.6), workers' comp benefits (12.8), child-rearing leave (12.9), leave without pay (12.10), tuition reimbursement (13.2), holidays (14.3), health, life, and dental insurance (15.1, 15.2 and 15.3).

**Part-time:** includes all support staff who work less than 1080 hours annually. Benefits include: juror/witness leave (12.2), personal leave (12.3), bereavement leave (12.4), sick leave (12.5), workers' comp benefits (12.8), child-rearing leave (12.9), leave without pay (12.10), tuition reimbursement (13.2), holidays (14.3).

## ARTICLE II

### MANAGEMENT RIGHTS

- 2.1 Except as otherwise provided and limited by this contract and RSA 273-A, the Board reserves to itself sole and exclusive jurisdiction and authority over, but not limited to, matters of policy and retains the unrestricted right to direct and manage the School District as per Chapter 273-A of the Public Employee Labor Relations law.

The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of government functions.

Terms and conditions of employment mean wages, hours, and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined by RSA 273-A or confined exclusively to the public employer by statute or regulations adopted pursuant to statute, except as modified by this contract.

## ARTICLE III

### NON-DISCRIMINATION

- 3.1 The employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, place of residence, sexual orientation, handicap or disability, by reason of his/her membership or participation in the Association, or any other legally protected status as determined by law.

## ARTICLE IV

### PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT

- 4.1 On or before October first (1<sup>st</sup>), of the year preceding the expiration date of this Agreement, either party may notify the other party, in writing, of its intent to negotiate terms of a successor agreement. Within fourteen (14) calendar days of the receipt of this notice, the parties shall meet to exchange proposals. Within fourteen (14) calendar days of the receipt of the Association's proposals, the Board will submit its response.
- 4.2 The parties agree to negotiate according to the procedures set forth in RSA 273-A and that such negotiations will be in good faith. Each party shall make proposals, counterproposals, and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment. Either party may, if it desires, use the services of outside consultants.
- 4.3 The Negotiating Committees of the Board and the Association shall have the authority to reach agreement subject to ratification by the Board and the Association's membership. Any Agreement reached upon ratification shall be reduced to writing and signed by the Board and the Association.
- 4.4 In the event that the parties fail to reach an Agreement, either party may declare an impasse pursuant to RSA 273-A:12. The costs for the services of a mediator and/or a fact-finder, if any, shall be shared equally by the Board and the Association.
- 4.5 The Board and the Association agree to make a good faith effort to support mutually agreed to settlements before the voters of the District. However, any Agreement reached herein which requires the expenditure of public funds for its implementation shall not be binding on the Board unless and until the voters of the District, having been provided information setting forth the financial terms relating to the entire term of the Agreement as per "Sanborn" guidelines, vote to bind the District. In the event the voters shall not approve the District budget as proposed by the Board, the agreements of the parties shall be void and the Board and the Association shall resume negotiations.
- 4.6 A copy of any Agreement reached by the parties will be filed by the Association with the PELRB within fourteen (14) days of its printing and distribution.

## ARTICLE V

### ASSOCIATION RIGHTS

- 5.1 The Association shall have the right to use school facilities for meetings, and shall have the right to use school equipment including copy machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay reasonable costs for all materials and supplies incident to such use and shall be responsible for the proper operation of said equipment.
- 5.2 The Association shall be given an opportunity at faculty meetings to make announcements.
- 5.3 The Association shall be provided with bulletin boards or sections thereof, for the purposes of posting Association materials. The Association shall also have the right to use school mailboxes to distribute Association materials.
- 5.4 Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the employer an assignment authorizing deduction of dues, assessments, and contributions to the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing. The amounts deducted shall be promptly remitted to NEA-NH. If a teacher leaves the District before full dues authorized have been deducted, the balance shall be deducted from the employee's final paycheck.
- 5.5 Duly authorized representatives of the local, state, and national levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations or staff responsibilities.
- 5.6 The School Administrative Unit office will, upon hiring a new employee notify the Association president of the new employee's name, assignment, address, and salary.
- 5.7 The Association President or the President's designee shall be provided with one (1) day paid professional leave per year to conduct Association business. Additionally, the Association President or the President's designee shall be provided with one (1) day paid professional leave per year to attend the NEA-New Hampshire Delegate Assembly.

## ARTICLE VI

### EVALUATION AND PERSONNEL FILES

- 6.1 The parties agree that a sound evaluation of employee performance and effectiveness is a valuable asset in improving and building the educational community.
- 6.2 Each new employee of the Harrisville School District shall be made aware of the terms of the District's evaluation plan. The Harrisville School District's evaluation policy can be modified upon notice to the Association and after providing an opportunity for the Board to meet and confer with the Association regarding any changes. In addition, Teachers shall write a self-evaluation to be presented to the Principal during their annual evaluation session and such self-evaluations shall be included in the final evaluation document. Teachers new to the district shall not be required to write a self-evaluation in their first year of employment.
- 6.3 An employee shall at all times be entitled to have a representative of the Association present when he/she is the subject of an investigatory interview, is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present. Any employee may be temporarily removed from the premises when circumstances, in the Superintendent's discretion, involve a threat to the immediate health, welfare and safety of children.
- 6.4 No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material and be given a copy of such. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- 6.5 An employee shall have the right upon request to review the contents of his/her personnel file at reasonable times and to receive copies at his/her expense of any documents contained therein. An employee shall be entitled to have a representative of the Association present during such review.
- 6.6 The employee shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent of Schools or his/her designee and attached to all copies.
- 6.7 In the event that the Board removes any material from an employee's file, the employee shall be notified.
- 6.8 Documents, communications and/or records dealing with the processing of a grievance or other Association activity shall not be placed in an employee's file.
- 6.9 Employees shall receive prompt notice of any concerns, raised by a staff member, administrator, parent, student, or other person, which cannot be resolved by the administrator through an explanation or clarification of policy or procedure. In the event that the concern is not resolved or is repeated, the involved employee(s) shall receive prompt notice of the nature of the concern and at the employee's request, may have an opportunity to meet with the person(s) who raised the concern in an effort to resolve the matter. An employee will be notified promptly of any matter that remains unresolved and which could result in an oral or written reprimand or which may be used to evaluate an employee's job performance. Complaints shall not be made part of an employee's personnel file or evaluation unless it is noted on the complaint the actions taken by the appropriate administrator.

## ARTICLE VII

### CONSULTATION ON EDUCATIONAL PROGRAMS

- 7.1 The Board desires the participation of its professional educational personnel in the development of sound educational programs for the school children of the District. Prior to making major changes in educational programs, the Superintendent of Schools or his/her designee shall notify the President of the Association and shall meet and confer with the Association's President (or the President's designee), if requested to do so. The President of the Association may, following any meeting or conference set forth herein, submit to the Board, through the Superintendent of Schools or his/her designee, any recommendations for major changes in the educational programs. The Board shall give due consideration to such recommendations of the Association. Action by the Board under Article VII shall not be subject to Article XI.

ARTICLE VIII

TEACHER EMPLOYMENT

- 8.1 Duties shall be distributed in a fair and equitable manner.
- 8.2 Certified staff shall be required to work one hundred ninety (190) days each year which shall consist of:

Teaching Days:	180
In-Service Days:	5
Additional Days:	4
Curriculum Development/ Workshop/Planning Day:	1

The in-service days specified herein will be distributed and used as follows:

Two (2) days (opening school)

Two (2) days (workshops held during the school year in SAU 29)

One (1) day (closing school).

The additional days will be scheduled by the Administration with input from the Association. Newly hired teachers may be required to attend an orientation day for new staff, in addition to those days specified above.

- 8.3 District vacancies will be posted electronically on the SAU 29 web site for a minimum of ten (10) calendar days, except in cases of emergency when they shall be posted for not less than five (5) calendar days. The President of the Association will be notified via email of District vacancies. Any employee may request a transfer to a vacant position provided he/she meets the qualifications set forth in the posting.
- 8.4 The instructional day will not be increased beyond its 2015-16 duration by more than a total of ten (10) minutes during the life of this agreement. Certified staff that work a full day shall normally be required to be in the building thirty (30) minutes before the instructional day begins and twenty (20) minutes after the instructional day ends. The parties recognize that certified staff may need to attend faculty meetings, meetings with administration or parent/student conferences, and provide extra assistance to students. Meetings and conferences shall be of reasonable frequency and duration and with reasonable notice of not less than forty-eight (48) hours except in an emergency.
- 8.5 Certified staff shall receive a duty-free lunch period of at least twenty (20) minutes in duration.
- 8.6 The school calendar shall be determined by the School Board after notice to and opportunity for input from the Association. Such input shall be provided to the Board by November fifteenth (15<sup>th</sup>) of the previous year.
- 8.7 The District agrees to continue to provide preparation time for certified staff who work a full instructional week when students are receiving instruction from "specials teachers" or other certified staff, or when students are absent from class while involved in other supervised activities, or when students are not scheduled to be in school. In extenuating circumstances, the staff would continue to be flexible in helping the District to meet its needs. The District will continue to distribute preparation time in an equitable manner.
- 8.8 Reduction in Force (RIF) – It shall be the policy of the Harrisville School District to use fair and consistent procedures.

In the event that the Board is considering a Reduction in Force, to the extent possible the Association will be involved in the discussion prior to the final decision to discuss the educational impacts, employee workload impacts, and to offer input. The final decision to reduce staff shall be with the Board.

When the Board finds it necessary to reduce positions for full or part-time staff for reasons of

decreases in student enrollment, severe financial conditions, or other circumstances determined by the Board, the following reduction in force procedures shall be implemented:

- A. The Board will first reduce staff through attrition where possible.
  - B. The Board will apply the following equally-weighted criteria to determine which certified staff person(s) to lay off:
    - 1. academic degree/additional coursework
    - 2. endorsements in which staff member has taught within 5 years
    - 3. years in the Harrisville School District
    - 4. administrative recommendation
  - C. The Board will apply the following equally-weighted criteria to determine which non-certified staff person(s) to lay off:
    - 1. job category
    - 2. years in the Harrisville School District
    - 3. administrative recommendation
  - D. Should a vacancy occur after a reduction in force has taken place, upon application, laid off employees will be employed for vacancies for which they are qualified and, where appropriate, certified, in the reverse order to that in which they were laid off. Once a vacancy occurs, laid off employees will be notified via certified mail at the last address on file with the Director of Personnel for the SAU. If they do not confirm intent to return within ten (10) days of the date of the notice, all further rights under this section shall be waived. All rights of recall established by this section shall terminate two (2) years from the last date of employment.
  - E. In all cases, the Board, after due consideration of factors, including seniority, shall reserve the right to make any decision it feels necessary in the interest of the school district. However, such decision shall not be arbitrary or capricious and shall be based upon reasonable assessment of, and communication about program needs and the ability of the faculty to meet those needs.
- 8.9 Teachers who will satisfactorily complete academic courses prior to the start of the next school year and who wish to use such additional credits for salary purposes must notify the Superintendent of their intent to complete not later than December first (1<sup>st</sup>) of the prior year for which salary is to be paid.
- 8.10 Subject to any required state approval, one-half (1/2) day without classes per trimester shall be provided for teachers and paraprofessionals for common planning and consultation. Such times will not be used for mandatory workshops. This common planning time will be scheduled on three (3) early release days which will be coordinated with the Keene School District early release days.

## ARTICLE IX

### RATES OF PAY

- 9.1 The compensation structure is set forth in Appendix A attached hereto.
- 9.2 Newly hired employees will be placed by the Superintendent of Schools or his/her designee at the same salary level as other employees then currently employed who have the same academic attainment. Experience credit will be given in accordance with Board policy #5049 adopted on 9/19/01.
- 9.3 Employees with at least fifteen (15) years of service to the District who retire from District employment and who are at least fifty-five (55) years old shall receive a one-time only salary bonus at the time of their retirement. The employee shall not be eligible for this bonus should the retirement be for the purpose of accepting a full-time teaching position in any other school district.

In 2016-2020, this bonus shall be equal to one hundred and fifty (150) dollars times their years of service to the District up to a maximum of thirty-five (35) years of service. To be eligible for this additional compensation, the employee must give written notice to the Harrisville School District of his/her intent to retire not later than December first (1<sup>st</sup>) of the school year prior to the year which will be the final year of employment. Employees electing to retire after the notification date may do so, however the benefit will be delayed and will be paid July first (1<sup>st</sup>) of the subsequent fiscal year following the last year of employment. (Example: retire June 2016- payment July 1, 2018). The School Board at its discretion can elect to pay the employee at an earlier date.

- 9.4 The Board will provide up to fifteen hundred dollars (\$1,500) for the purpose of student loan repayment for teachers on steps 0-5 of the salary schedule. All applications for student loan repayment must be filed with the Human Resources Office no later than November first (1<sup>st</sup>).

The total fund will be divided on a prorated basis among all eligible applicants. However, individual teachers shall be eligible to receive no more than one thousand dollars (\$1,000) a year or the balance of their loan, whichever is less.

The repayment contribution shall be made directly to the educational and/or financial institution(s) designated by the employee. In order to receive this contribution, the employee shall provide proof of the loan(s), including verification of monthly payment amount(s) and a year-end summary of the repayment activity from the institution(s).

Any employee receiving an education loan repayment contribution is expected to return to the Harrisville school system for the school year following the year in which the contribution is made.

If the employee voluntarily terminates employment before the end of the following year and the amount contributed is greater than the final paycheck of the employee, the amount of the contribution must be repaid on a prorated basis within a three (3) year period, through signing a promissory note indicating the amounts, method, and schedule of payment. In the event that the amount contributed is less than or equal to the employee's final paycheck, the District is specifically authorized to deduct any balance due from the paycheck.

- 9.5 Employees' paychecks shall be deposited in the financial institutions of the employee's choice via direct deposit. Paper pay stubs may no longer be provided but employee pay stub information will be available to employees online.

## ARTICLE X

### DISCIPLINE

- 10.1 No employee shall be reprimanded, suspended, dismissed, non-renewed or otherwise discharged or reduced in rank without just cause. The non-renewal of probationary employees shall not be subject to this provision. Disciplinary action will be taken in private by the appropriate supervisor.
- 10.2 The Board recognizes an employee's constitutional rights, including the right to privacy.
- 10.3 All official disciplinary action, either oral or written, must be recorded and forwarded to the Director of Human Resources for inclusion in the employee's personnel file. All negative material may be removed from the employee's file upon request of the employee after five (5) years (or less, with the approval of the Director of Human Resources) if there has been no subsequent discipline, provided such material is not deemed by the Director of Human Resources to provide potential third party liability to the Board. In making these decisions the Director of Human Resources shall not act in an arbitrary or capricious manner. If an employee's request for early removal of material is denied by the Director of Human Resources, the employee may appeal this decision to the Board. The Board's decision on early removal will be final.

## ARTICLE XI

### GRIEVANCE PROCEDURE

11.1 A "grievance" is a complaint by a staff member or members or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. All time limits of this Article shall mean calendar days.

11.2 The parties acknowledge that it is more desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure while a grievance is in process.

11.3 An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time a meeting is held that could result in discipline or during any step of the grievance process, subject to an employee's request for representation.

11.4 A grievance to be considered under this procedure must be initiated in writing within forty (40) calendar days following the alleged violation or when the grievant should have reasonably known of the violation.

11.5 Formal Procedure

Level One. Within fourteen (14) days of the receipt of a formal grievance, the building principal shall meet with the aggrieved staff member. Within fourteen (14) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred (in writing), to level two within fourteen (14) days of the receipt of any answer given at this level.

Level Two. Within fourteen (14) days of a grievance being referred to this level, the Superintendent of Schools or his/her designee will meet with the participants of level one and examine the facts of the grievance. The Superintendent of Schools or his/her designee shall give his/her answer (in writing) within fourteen (14) days of any such meeting. If the grievance is not settled at this level, then within fourteen (14) days from receipt of the answer rendered at this level, the grievance may be referred to level three, the School Board.

Level Three. Within fourteen (14) days of a grievance being referred to this level, the Board will hold a hearing with the participants and examine the facts of the grievance. The Board will thereafter, within fourteen (14) days of such hearing, give its answer, in writing. If the grievance is still not settled, the matter may be referred to arbitration by the Association as set forth in level four of this procedure.

Level Four. If the matter is referred to arbitration, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within fourteen (14) days of the Association's request for arbitration, then either party may apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add or to subtract from, alter, or modify any of the said provisions of this Agreement. The arbitrator shall thereafter submit a written decision to both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

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

11.7 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 grievant(s) to proceed to the next level.

- 11.8 The parties agree that staff members covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal for participating in any grievance proceeding.
- 11.9 Grievances shall not be made part of any employee's personnel file or used in making employment references.

## ARTICLE XII

### LEAVES OF ABSENCE

- 12.1 Military leave shall be granted in accordance with State and Federal law.
- 12.2 An employee who is called to serve as a juror or who is subpoenaed to testify as a witness shall be paid the difference between any fees he/she receives and his/her regular pay. The employer may request evidence of civic compensation.
- 12.3 All full-time employees are entitled to three (3) personal days. They will be non-cumulative and not deducted from sick leave. Days used for funerals in the immediate family will not be deducted from personal leave. Personal days are for activities of such a personal nature that it is essential for an individual to be absent from professional duties. Personal days will not be taken for pecuniary gain. Personal days are not to extend a weekend or vacation/ school break (e.g., December, February, April break). All employees are obliged to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency. The written request shall contain a certification by the employee that the leave is qualified under this section. Personal leave shall be provided to all part-time employees on a pro rata basis.
- 12.4 Each employee will be entitled up to three (3) days leave, per event, at full salary in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, maternal or paternal grandparent, father-in-law, mother-in-law, brother, sister or similar step relatives or other person permanently residing in the employee's household. Additional leave or leaves for the death of persons of some other relationship to the employee may be granted by the Superintendent of Schools or his/her designee. Bereavement leave may not be accumulated from year to year.
- 12.5 Each full-time teaching and educational support staff and regular support staff shall receive sick leave for personal illness at the rate of one (1) day sick leave per month for each month worked, cumulative to a maximum of one hundred (100) days. Part-time employees shall receive sick leave on a prorated basis. Up to ten (10) days per year of an employee's sick leave may be used to attend to illness within his/her immediate family. Additional days for this purpose may be granted at the sole discretion of the Board. Immediate family for purposes of this section would include parents, children, spouse, sibling, grandparent, grandchild, parents of spouse or other person permanently residing in the employee's household.
- 12.6 The Board agrees to provide short and long-term disability for employees as outlined.

Short-term and Long-term disability is defined as the condition resulting from the sickness or injury of an employee which prevents such employee from doing each of the material duties of his or her regular occupation. Disability benefits as defined hereunder shall commence on the tenth (10<sup>th</sup>) consecutive day following the beginning of the absence of the employee, or upon the exhaustion of all accumulated sick leave, whichever date is last. Provided, however, that an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three months before the commencement of an employee's employment with the district or which liability commences during the first twelve (12) months of "employment" with the district. Provided, further, that an employee will not be entitled to disability benefits if the sickness or injury resulting in disability is caused or substantially caused as a result of other employment.

#### Short Term Disability Payments

Disability benefits for the period of the tenth (10<sup>th</sup>) consecutive day to the 89th consecutive day following the beginning of the absence shall be at 60% of the employee's hourly rate of pay. Payment shall be made to the employee according to the usual payroll schedule of the District. The maximum disability benefit during this period shall be \$5,000.00 per month.

### Long Term Disability Payments

Disability benefits for the ninetieth (90<sup>th</sup>) consecutive day following the beginning of the absence to the termination of entitlement to disability benefits shall also be at 60% of the employee's pre-disability earnings as determined at the commencement of the disability. Payment shall be made to the employee monthly during this period by the insurance carrier. The maximum benefit during this period shall be \$5,000.00 per month.

- 12.7 Professional days shall be granted at the discretion of the administration. Payment for the professional development and the payment for staff will be established at the time the professional development activity is approved.
- 12.8 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall receive his/her net difference between Workers' Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workers' Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any employee receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workers' Compensation claim.
- 12.9 In addition to the period of time in which an employee is disabled as a result of the birth of a child, or upon the adoption of a child, upon written request to the administration given at least sixty (60) days prior to the anticipated birth date or adoption, the employee shall be granted child rearing leave. As consideration for the extended time, a teacher on said leave agrees to return on the first day of a school marking period ONLY, and provided further that the total leave shall not exceed twelve (12) months. A further extended leave may be granted at the discretion of the Board. The employee shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the employee to give the notices and abide by the return dates set forth in this paragraph. The requirement that the date of return shall be the first day of the marking period shall not apply if the requested leave does not extend beyond the end of the marking period. During the time that the employee is on unpaid child-rearing leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs for which they qualify under this agreement provided they shall be at the sole expense of the employee and provided the employee shall not be eligible for paid leave.
- 12.10 Leave Without Pay.
- The School Board may grant such leave with or without pay as may be requested by employees in their sole discretion on the basis of the best interests of the Harrisville School District. In exercising its discretion, the Board will not act in an arbitrary or capricious manner. The Board's decision shall be final and not subject to grievance.
- 12.11 The Board recognizes it has no legal obligation to comply with the Family and Medical Leave Act but agrees to voluntarily comply with the provisions and regulations of the Act.

## ARTICLE XIII

### COURSE REIMBURSEMENT

- 13.1 The Board will provide up to four thousand dollars (\$4,000) annually for the purpose of tuition reimbursement. Employees shall be reimbursed for college courses provided that said reimbursement shall be for tuition only and shall be at a rate not to exceed one thousand dollars (\$1,000) toward one college course annually.
- 13.2 All employees may apply for tuition reimbursement. Part-time employees may apply for funds on a prorated basis, based on percent-time employed by the Harrisville School District. Preference will be given to tuition requests from employees in positions requiring New Hampshire certification.
- 13.3 College courses must be approved in advance by the building principal as part of the employee's annual growth plan. Payment for each course shall be made to the employee at the time of enrollment.
- 13.4 No employee shall receive payment for college courses beyond one thousand dollars (\$1,000) before June first (1<sup>st</sup>) each year. Employees may then apply for reimbursement for additional tuition after June first (1<sup>st</sup>), provided that the funds have not been completely expended. Reimbursement shall be made on a first come first served basis.
- 13.5 In the event any employee who has received advance payment pursuant to this section fails to complete the course or fails to obtain a passing grade in the course, all funds advanced to the employee shall be repaid to the District. In the event the employee leaves the District, the Board is specifically authorized to deduct any balance due the District from the final paycheck of the employee.

ARTICLE XIV

EDUCATIONAL SUPPORT STAFF EMPLOYMENT PRACTICES

14.1 Educational Support staff shall serve a probationary period of ninety (90) calendar days.

14.2 Full-time and Regular educational support staff are entitled to eleven (11) holidays as listed below:

*Independence Day, July 4	Day before Christmas
Labor Day	Christmas Day
Veterans Day	Day before New Year's
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Civil Rights Day
	Memorial Day

\*Full-time only

Part-time educational support staff shall receive holiday pay for any hours normally scheduled on the date the holiday is observed.

If a holiday falls on Sunday, then Monday will be a paid holiday; or if a holiday falls on a Saturday, then Friday will be a paid holiday, providing school is not in session. If school is in session on one of the named holidays, compensatory time will be arranged by the Superintendent of Schools or his/her designee.

14.3

- a. Full-time, educational support staff shall earn 1 day of vacation per month worked, used in accordance with the employee's regularly scheduled hours of work
- b. After five (5) years' service with the District, full-time educational support staff shall earn 1.25 days of vacation per month worked, used in accordance with the educational support staff's regularly scheduled hours of work.
- c. Payment for vacation shall be at the support staff's regular hourly rate of pay.
- d. Vacations shall be scheduled at times requested by the support staff provided that the vacation does not interfere with meeting the needs of the District as determined by the building principal.
- e. A maximum of fifteen (15) vacation days may be carried over from one year to the next.
- f. Support staff who leave District employment and who have earned but unused vacation time shall be paid for this time at their regular rate of pay upon leaving District employment.

14.4 Educational support staff shall receive overtime pay at the rate of one and one half (1-1/2) times their regular hourly rate for hours worked in excess of forty (40) hours per week. A week shall run Sunday through Saturday. Subject to meeting the needs of the District and with the approval of the building principal, a support staff may elect to vary his/her work schedule provided that such alteration shall not exceed forty (40) hours per week unless authorized by the appropriate supervisor.

14.5 Educational support staff who are requested to work on what is otherwise a paid holiday shall receive compensation at the rate of one and one half (1-1/2) times their regular hourly rate or, at the support staff's option, elect to take compensatory time at the same rate, in accordance with the Fair Labor Standards Act.

- 14.6 Educational support staff who are called in to work to handle an emergency situation shall receive a minimum of two (2) hours pay per call-in, provided that if they shall be required to remain longer than two (2) hours, they shall be paid at appropriate rates.
- 14.7 There shall be no pyramiding of overtime pay or call out pay.
- 14.8 Educational support staff shall receive a duty-free lunch period of no less than thirty (30) minutes. If educational support staff are required to work during their lunch period they will be paid at their regular rate of pay.
- 14.9 Educational support staff shall be given notification of intent to employ as soon as possible after the district meeting but no later than June fifteenth (15<sup>th</sup>) of the previous school year.
- 14.10 Except in the event of an emergency, educational support staff are expected to provide a minimum of fourteen (14) days' notice of intent to resign.
- 14.11 Full-time and regular educational support staff who are not participating in the New Hampshire State Retirement System shall receive a retirement stipend equal to one and one-half percent (1.5%) of the current year's salary. The stipend shall be payable during the month of June for the current fiscal year. The retirement stipend will be subject to normal taxation as part of the employee's compensation.

**ARTICLE XV**

**INSURANCE**

15.1 The Board will provide contribution for health insurance for full-time teaching staff and full-time and regular educational support staff, with the carrier chosen by the District, as follows:

The Board agrees to offer at least three plan options including the AB5 R3/15M1 (formerly referred to as the HMO 1) and AB20-R10/25/40 (formerly referred to as the MTB20), and at least one additional option. The board may offer more than 3 plan choices. The contribution rates listed below shall be applied to the plan chosen. If the plan chosen is more costly than the AB20, contributions will be capped at the AB20 contribution costs.

<u>Contribution Rates</u>	
2016-17	87%
2017-18	85%
2018-19	83%
2019-20	80%

An employee must enroll as a member of one of the health plans offered to this group by the District to be eligible for contribution benefits under this Article. Employees may elect not to join the plan or may elect single, two-person or family coverage.

Employees who provide documentation they are covered by medical insurance that is not provided by the district and who elect not to receive medical insurance by the District shall receive a payment of five thousand dollars (\$5,000) per year upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given. This payment will be offset by any penalty imposed upon the District as a result of the employee's participation in an alternative health care plan.

Health insurance offered by the District seeks to comply with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty, fine, or tax other material adverse financial impact to the District. Accordingly:

The District may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the affordability requirements set forth in §1401 the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended.

The District and Association seek to avoid the imposition of an excise tax on high cost employer-sponsored health coverage under 26 U.S. C. § 4980 (the "Cadillac Tax"). If the board determines that a plan offered will result in the imposition of such tax, it shall notify the Association and the parties shall reopen negotiations for the sole purpose of identifying a substitute plan. The substitute plan will seek to maintain the benefits of the original plan, but both parties recognize that the plan may be diminished for the purpose to avoid the tax. If the parties are unable to agree on a substitute, the Association and the District shall share the costs of the excise penalty equally.

- 15.2 The Board will provide term life insurance on the life of full-time teaching staff and full-time and regular educational support staff as follows:

2016-2020  
\$60,000

Term life insurance provides for twenty-four (24) hour coverage (twelve (12) months a year) per employee with the life benefit reducing by fifty percent (50%) at age seventy (70). The plan includes accidental death and dismemberment and provides for a waiver of premium benefit in the event of total and permanent disability prior to age seventy (70), and provides for a thirty (30) day conversion privilege for terminating employees.

- 15.3 For full-time teaching staff and full-time and regular educational support staff the Board will contribute toward the Delta Dental Plan chosen by the Association as follows:

	<u>2016-2020</u>
Single	\$600
2 person	\$700
Family	\$800

- 15.4 The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Article including the right to self-insure; however, the Board shall not have the right to diminish any part of the benefits provided herein.
- 15.5 The difference between the Board's contribution, as shown above, and the actual cost of coverage selected by the employee will be payroll deducted from appropriate payroll periods.
- 15.6 The Board agrees to establish a Section 125 Medical Spending Account, with a \$200 minimum and a \$2,500 maximum and a Dependent Care Spending Account with a \$200 minimum and a \$5,000 maximum at District expense for all employees.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- 16.1 If any provision of this Agreement or its application is held to be contrary to law, then such provision or portion thereof or application shall not be deemed valid except to the extent permitted by law. All other provisions shall continue in full force and effect.
- 16.2 A signed copy of this Agreement shall be posted on the SAU 29 web site within thirty (30) days after the Agreement is signed.
- 16.3 The District will provide up to one thousand dollars (\$1,000) per year for the purpose of recertification or relicensing fees for employees.

**ARTICLE XVII**

**NOTICE UNDER AGREEMENT**

- 17.1 Whenever written notice is provided for in this Agreement, the notice shall be sent in care of the Superintendent of Schools, Harrisville School District, 193 Maple Ave., Keene, NH 03431.
- 17.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President, Harrisville Education Association at the president's current address. It is the responsibility of the Association to notify the Superintendent of Schools or his/her designee of a change in presidents or when there is a change in the president's address.

**ARTICLE XVIII**

**DURATION**

- 18.1 This agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2020 and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before November first (1<sup>st</sup>) of the prior year in which this Agreement expires.

APPENDIX A-1

Harrisville School District Salary Schedule

2016-17

Teachers

	Bachelor	B+15	Master	M+30
0	40,325	41,300	42,300	43,800
1	41,535	42,542	43,574	45,123
2	42,784	43,823	44,889	46,488
3	44,074	45,147	46,248	47,899
4	45,405	46,513	47,650	49,355
5	46,880	48,024	49,198	50,958
6	48,400	49,581	50,793	52,610
7	49,966	51,185	52,436	54,313
8	51,928	52,838	54,105	56,067
9	54,305	55,305	56,383	58,433
10	58,450	59,298	60,646	62,631

Teachers who have completed ten (10) years of service with the District shall receive a longevity stipend equal to \$3,000 in 2016-2017.

Educational Support Staff

STEP	RATE
0	\$12.60
1	\$12.80
2	\$13.00
3	\$13.15
4	\$13.35
5	\$13.60
6	\$13.80
7	\$14.15
8	\$14.70
9	\$15.05
10	\$16.70
11	\$18.20

\*Full-time educational support staff who have completed ten (10) years of service with the district shall receive a longevity stipend equal to \$1,100 in 2016-2017

\*The district shall pay a stipend equal to \$1.50/hour in 2016-2017 to the custodian if maintenance/tradesperson duties and responsibilities are assigned by the Board.

\*The district shall pay a stipend equal to \$1,000 to the person assuming the on-site technology support duties and responsibilities as assigned by the Principal.

APPENDIX A-2

Harrisville School District Salary Schedule

2017-18

Teachers

	Bachelor	B+15	Master	M+30
0	40,625	41,600	42,600	44,100
1	41,835	42,842	43,874	45,423
2	43,084	44,123	45,189	46,788
3	44,374	45,447	46,548	48,199
4	45,705	46,813	47,950	49,655
5	47,280	48,424	49,598	51,358
6	48,900	50,081	51,293	53,110
7	50,566	51,785	53,036	54,913
8	52,528	53,438	54,705	56,667
9	54,905	55,905	56,983	59,033
10	59,300	60,148	61,496	63,481

Teachers who have completed ten (10) years of service with the District shall receive a longevity stipend equal to \$3,100 in 2017-2018.

Educational Support Staff

STEP	RATE
0	\$12.75
1	\$12.95
2	\$13.15
3	\$13.30
4	\$13.50
5	\$13.85
6	\$14.05
7	\$14.40
8	\$14.98
9	\$15.33
10	\$16.98
11	\$18.60

\*Full-time educational support staff who have completed ten (10) years of service with the district shall receive a longevity stipend equal to \$1,200 in 2017-2018.

\*The district shall pay a stipend equal to \$1.50/hour in 2017-2018 to the custodian if maintenance/tradesperson duties and responsibilities are assigned by the Board.

\*The district shall pay a stipend equal to \$1,000 to the person assuming the on-site technology support duties and responsibilities as assigned by the Principal.

APPENDIX A-3

Harrisville School District Salary Schedule

2018-19

Teachers

	Bachelor	B+15	Master	M+30
0	40,925	41,900	42,900	44,400
1	42,135	43,142	44,174	45,723
2	43,384	44,423	45,489	47,088
3	44,674	45,747	46,848	48,499
4	46,005	47,113	48,250	49,955
5	47,680	48,824	49,998	51,758
6	49,400	50,581	51,793	53,610
7	51,166	52,385	53,636	55,513
8	53,228	54,138	55,405	57,367
9	55,705	56,705	57,783	59,833
10	60,500	61,348	62,696	64,681

Teachers who have completed ten (10) years of service with the District shall receive a longevity stipend equal to \$3,200 in 2018-2019.

Educational Support Staff

STEP	RATE
0	\$12.90
1	\$13.10
2	\$13.30
3	\$13.45
4	\$13.65
5	\$14.05
6	\$14.25
7	\$14.60
8	\$15.21
9	\$15.56
10	\$17.21
11	\$18.92

\*Full-time educational support staff who have completed ten (10) years of service with the district shall receive a longevity stipend equal to \$1,300 in 2018-2019.

\*The district shall pay a stipend equal to \$1.50/hour in 2018-2019 to the custodian if maintenance/tradesperson duties and responsibilities are assigned by the Board.

\*The district shall pay a stipend equal to \$1,000 to the person assuming the on-site technology support duties and responsibilities as assigned by the Principal.

APPENDIX A-4

Harrisville School District Salary Schedule

2019-20

Teachers

	Bachelor	B+15	Master	M+30
0	41,225	42,200	43,200	44,700
1	42,435	43,442	44,474	46,023
2	43,684	44,723	45,789	47,388
3	44,974	46,047	47,148	48,799
4	46,305	47,413	48,550	50,255
5	48,080	49,224	50,398	52,158
6	49,900	51,081	52,293	54,110
7	51,766	52,985	54,236	56,113
8	53,928	54,838	56,105	58,067
9	56,605	57,605	58,683	60,733
10	61,700	62,548	63,896	65,881

Teachers who have completed ten (10) years of service with the District shall receive a longevity stipend equal to \$3,300 in 2019-2020.

Educational Support Staff

STEP	RATE
0	\$13.05
1	\$13.25
2	\$13.45
3	\$13.60
4	\$13.80
5	\$14.22
6	\$14.42
7	\$14.77
8	\$15.44
9	\$15.79
10	\$17.44
11	\$19.24

\*Full-time educational support staff who have completed ten (10) years of service with the district shall receive a longevity stipend equal to \$1,400 in 2019-2020.

\*The district shall pay a stipend equal to \$1.50/hour in 2019-2020 to the custodian if maintenance/tradesperson duties and responsibilities are assigned by the Board.

\*The district shall pay a stipend equal to \$1,000 to the person assuming the on-site technology support duties and responsibilities as assigned by the Principal.

APPENDIX B

HARRISVILLE SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT

Emp # _____
Degree _____
_____ years experience

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Harrisville School District hereinafter called District, and (Name).

WITNESS

1. District will employ (NAME) as Teacher («FTE») from July 1, 20XX to June 30, 20XX consistent, however, with paragraph 3 below and the collective bargaining agreement at a salary of \$\_\_\_\_\_ to be paid in such installments as the district may determine in its rules and regulations or as may be provided in an agreement between the District and the Harrisville Education Association.
2. (NAME) agrees to work for 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. This contract is intended to cover 180 school days and 10 other days devoted to school and educational work as scheduled by the district consistent with the collective bargaining agreement. Provided that this is a «FTE» position.
4. (NAME) may be assigned only to such position as (NAME) is qualified and certified by the State Board of Education to occupy. This contract is void unless (NAME) holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
5. District may, without liability, terminate this contract in accordance with the New Hampshire RSA, Chapter 189:13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between District and (NAME), and this contract shall become void, subject to appeal, if (NAME) is removed by Superintendent or if (NAME) 's certificate, license or permit is revoked by the Commissioner of Education.
6. This contract must be signed by (NAME) and be returned to the Human Resources not later than \_\_\_\_\_, \_\_, 20\_\_ . otherwise the contract will be deemed to be null and void.
7. All rules, regulations, and agreements between District and the Harrisville Education Association, as adopted or as may be adopted by the School Board pertaining to Teachers, are hereby incorporated by reference and made a part hereof, and (NAME) accepts the responsibility of being conversant with said rules, regulations and agreements. Reference is made in particular to requirements for this «FTE» position.
8. (NAME) represents all statements made in his/her application for employment are complete, true and accurate to the best of his/her knowledge and belief.
9. (NAME) will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.
10. This agreement, except as herein provided, shall not be terminated by either party without the written consent of the other party.
11. This contract is conditioned upon the employee's compliance with the requirements of RSA 189:13-a and a response to the criminal records inquiry set forth in this law which is not different than the answers made by the employee on the SAU 29 application for employment.

By \_\_\_\_\_  
CHAIRPERSON, BOARD OF EDUCATION

By \_\_\_\_\_  
(NAME)

In witness whereof the parties executed this Agreement on this 21<sup>st</sup> day of March, 2016 of the date and year first written above.

HARRISVILLE SCHOOL BOARD

David Peter

Harrisville School Board

HARRISVILLE EDUCATION ASSOCIATION

Rohan Swope, HEA President

Harrisville Education Association