

**AGREEMENT**

**between**

**THE HOLLIS SCHOOL BOARD**

**and**

**THE HOLLIS EDUCATION ASSOCIATION**

**2014 - 2016**

**July 1, 2014 - June 30, 2016**

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ARTICLE I  
RECOGNITION

1.1 The Hollis School Board (hereinafter referred to as "The Board") recognizes, for purposes of collective bargaining, the Hollis Education Association, NEA-NH, (hereinafter referred to as "The Association") as the exclusive representative of all certified teaching employees, librarians, school nurses, and guidance counselors (hereinafter referred to as "Staff Members") employed in the Hollis School District (hereinafter referred to as "The District").

1.2 The Association agrees to represent all staff members in the unit designated above without discrimination and without regard to membership in the Association.

1.3 The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.

1.4 Economic benefits for part-time staff members shall be calculated on a pro-rata basis. Life, health and dental insurance benefits are available only to Staff Members regularly employed by the District for thirty (30) or more hours per week.

ARTICLE II  
NEGOTIATIONS PROCEDURE

2.1 Not later than October 1 of each year, the parties agree to enter into negotiations. Negotiations shall be in accordance with the procedures set forth in RSA 273-A.

2.2 During negotiations, the committee of the Board and the Committee of the Association will present relevant data, exchange points of view, and make proposals and counter proposals.

2.3 The costs of the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.

2.4 A copy of any agreement reached hereunder will be filed with the NH PELRB within fourteen (14) days of its execution.

2.5 Both parties recognize that any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the District. The Board recognizes it must make a good faith effort to secure the funds necessary to

implement the agreement. If such funds are not forthcoming, the Board and the Association shall resume negotiations in accordance with RSA 273-A.

### ARTICLE III PEACEFUL RESOLUTION OF DIFFERENCES

3.1 In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, engage in or condone any strike, slow down, work stoppage, or other concerted refusal to perform any appropriate assignment on the part of any Staff Member or Members represented under the terms of this Agreement.

3.2 Neither the Association nor its members shall take part in or condone "sanctions" against the Board or the District, nor shall the Association, or any Staff Member engage in any activity contrary to RSA 273-A.

### ARTICLE IV GRIEVANCE PROCEDURE

#### 4.1 DEFINITION

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a Staff Member or group of Staff Members based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved party" is the person or persons or the Association making the claim. All time limits specified in this Article IV shall mean school days, except under Section 4.8 of this Article IV.

#### 4.2 PURPOSE

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 (see Appendix A attached hereto) and referred to the following formal grievance procedure.

#### 4.3 RIGHT OF REPRESENTATION

A Staff Member covered by this Agreement shall, under this Article IV, have the right to have an association representative present at any time subject to his/her requesting such representation.

#### 4.4 TIME LIMIT

A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days of its occurrence, or within twenty (20) school days of when the party should have known of its occurrence.

#### 4.5 FORMAL PROCEDURE

The grievance shall state the specific alleged violation or condition with proper reference to the contract agreement and relief sought.

LEVEL A. Within *five (5)* days of receipt of a formal grievance, the building principal shall meet with the aggrieved Staff Member. Within *five (5)* 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 to Level B within five (5) days of the receipt of any answer given at this level.

LEVEL B. Within *ten (10)* days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within *ten (10)* days from receipt of the answer rendered at this level the grievance may be referred to Level C, the School Board.

LEVEL C. Within thirty (30) days of a grievance being referred to this level, the Board will hold a hearing with the participants of Levels A and B, examine the facts of the grievance and give its answer. If the grievance is not settled at this level, then within thirty (30) days from the receipt of the answer rendered at this level, the matter may be referred to arbitration as set forth in Level D of this procedure.

LEVEL D. If the matter is referred to arbitration, the parties shall have ten (10) days to select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, then they shall apply to the American Arbitration Association or the Public Employee Labor Relations Board to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and

apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator. Either party may appeal the arbitrator's decision in accordance with the provisions of RSA 542.

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

4.7 Grievance(s) of a general nature or involving the Superintendent may be submitted by the Association to Level B.

4.8 In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).

4.9 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.

4.10 The parties agree that staff members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

4.11 *With respect to the following matters, the Level C decision by the School Board shall be final and binding, and such matters are excluded from the arbitration provisions of this Agreement:*

A. Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA-273-A;

B. School Board Policies, except for Reduction-in-Force, as approved by the parties on 27 July 1989 and referenced herein in Article X, Section 10.8;

C. Suspension, dismissal and non-renewal of a Staff Member as defined by the appropriate RSA's.

4.12 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE V  
STAFF EVALUATION

5.1 The Board and the Association agree that the responsibility for staff evaluations rests with the administration and that such evaluation will be done on an ongoing basis. Staff evaluation will be conducted by the school administration in accordance with the *current* Professional Staff Evaluation Plan.

5.2 A written evaluation report will be reviewed with the Staff Member and signed by both the Staff Member and the evaluator. The Staff Member's signature indicates that he or she has seen the document but does not necessarily agree with it. A Staff Member who disagrees with an evaluation report or any document contained in his or her personnel file will be given the opportunity to submit a rebuttal, in writing, to be attached to the document in question. Other than the statutory guarantees of a Staff Member's own right to review the content of his or her personnel file, access to material contained therein will be limited to supervisory personnel within the District.

ARTICLE VI  
NOTICES OF VACANCIES

6.1 Vacancies within the District will be posted on a bulletin board at each of the schools as soon as the Board approves filling the vacancy. Such notices will include a description of the position, as it is then known to be, the requirements of the position, and the place and date at which an application is to be submitted. As long as there are no substantially qualified persons on layoff who are eligible for recall as defined in the Board Policy GCPA, Reduction-in-Force, the Board shall make the final decision in filling vacancies.

ARTICLE VII  
STAFF DEVELOPMENT

7.1 Re-certification does not guarantee continued employment by the District. Regardless of the type of certificate held, all Staff Members, as a condition of employment, must satisfactorily acquire a minimum of seventy-five (75) clock hour credits for each successive three year period, this period to coincide with the dates of certificate issue and renewal.

7.2 Clock hour credits are acquired in accordance with the SAU 41 Professional Development Plan for the District. It is the responsibility of the Staff Member to accumulate sufficient clock hour credits for re-certification and continued employment.

Notification of a Staff Member's failure to obtain re-certification will immediately void that Staff Member's contract with the District.

7.3 The Superintendent's office will notify Staff Members annually, by August 31, of their re-certification dates, the number of Staff Development hours accumulated, and the amount needed for re-certification and for completion of the conditions of employment. However, the responsibility for re-certification and completion of those conditions of employment still rests with the individual, who should verify his or her own records.

#### 7.4 PROFESSIONAL DEVELOPMENT STIPEND

1. Staff Members who acquire Staff Development clock hour credits for workshops, *professional reading*, conferences and approved, non-compensated school district and/or administrative committees in excess of those required for re-certification in one subject area and/or as a condition of continued employment, as stated in Paragraph 7.1 of this Article VII, may convert said credits into points needed to receive the Professional Development Stipend. One clock hour equals one point. No more than 30 clock hour credits for committee work, *and no more than ten clock hours of professional reading*, may be applied to the Professional Development Stipend during a three year period.

2. College course credits may also be converted to points for the Professional Development Stipend. One college credit equals fifteen (15) points. Only college courses directly related to the Staff Member's current assignment within the District or to any career objective in Education that is reasonable for the Staff Member to achieve within the District are acceptable.

3. College courses which will be used by a Staff Member to move to a higher column on the salary schedule cannot be used for conversion to points for the Professional Development Stipend. If a Staff Member converts college credits to points and then later wishes to use those same credits toward a horizontal movement on the salary schedule, the Professional Development Stipend must be returned to the District before the horizontal move will be effective for computing that Staff Member's pay.

4. At the end of the school year in which a Staff Member has completed the accumulation of one hundred seventy-five points, the District will pay said Staff Member a stipend of three thousand dollars (\$3,000). In order to receive the stipend, written notification of intent must be sent to the SAU office no later than November 1<sup>st</sup>. The staff member shall notify the District no later than May 1<sup>st</sup> of a claim for payment of the stipend in that fiscal year. A Staff Member shall be eligible for a Professional

Development Stipend no more than once every three years. *The stipend will be paid the first pay period in July of the next fiscal year.*

#### 7.5 PROFESSIONAL DEVELOPMENT FUNDS

The Board will provide funds for staff development on the following basis for approved courses and professional development activities taken by Staff Members.

- A. Each year the District will make available *an annual* Professional Development Pool of \$58,000 for courses and staff development activities as provided in this section 7.5. *One-half of the pool funds will be allocated for courses and staff development activities starting during the period July 1 to December 31. The remaining balance of pool funds (including unused funds allocated for the July 1-December 31 period) will be available after December 31.*
- (1) Each staff member will have up to \$1,500 available to him/her as an "Individual Limit" from the annual pool, to be distributed, *by pre-payment or reimbursement*, on a first-come, first-serve basis, according to the date the request is first submitted for approval.
  - (2) The Individual Limit funds may be used for workshop fees, tuition, school fees, or textbooks required for the course or staff development activity. *A Staff Member may also use up to \$160 from his/her Individual Limit once every three years for state agency fees relating to the Staff Member's New Hampshire state re-certification.* In addition, up to 25% of the Individual Limit may be applied to travel and living expenses directly related to the course/activity. Mileage will be reimbursed at the IRS-approved rate. Reimbursements for meals will be at the GSA rate for the locale for the course/staff development activity.
  - (3) *In order to obtain pre-payment or reimbursement*, written approval must be obtained from the Superintendent prior to registration. To be approved, a course must be directly related to the Staff Member's current assignment within the District, to objectives defined in his/her evaluation or improvement plan, or to any career objective in education that is reasonable for the Staff Member to achieve within the District.
  - (4) A Staff member who fails to achieve a grade of "B" or better (or "pass" in a course offering only pass/fail grades) or fails to complete the course that term (subject to appeal to the Board for good cause) shall repay the District at the rate of seventy-five (\$75) per paycheck.
  - (5) The parties agree that if the professional development pool monetary limit is met two school years in a row, the parties will negotiate an increase to the professional development fund at the next collective bargaining negotiations session.

- (6) An administrator may request, but not require, a staff member to use funds from his/her individual limit *to complete school district required training.*
- B. *Provided additional funds are available*, the Superintendent may, at his/her sole discretion, approve a Staff Member's request for reimbursement exceeding the Individual Limit for:
- (1) Costs/expenses relating to one Master's level course; or
  - (2) Travel or living expenses exceeding the 25% limit in paragraph 7.5A.2.
- Amounts exceeding the Individual Limit approved under this paragraph B shall not be counted against the annual Staff Development pool.
- C. *Provided additional funds are available, the Superintendent may, at his/her sole discretion, approve additional course work, or other staff development activities.*
- D. At the end of the contract year, any funds not used for course reimbursement will be returned to the District.

## ARTICLE VIII COMPENSATION

8.1 The basic annual salaries for full-time employment of Staff Members covered by this Agreement are determined from necessary appropriations by the voters of the District. Salaries for part-time employment will be pro-rated accordingly, i.e., the salary of the Staff Member who is employed half-time will be one-half (1/2) the amount indicated in the salary schedule (APPENDIX B).

- (a) Effective **July 1, 2014**, the existing salary schedule will be increased by **two and one-quarter percent (2.25%)** across-the-board (resulting in the salary schedule for the **2014-2015** school year attached at Appendix B), and each eligible staff member shall advance one step on the new salary schedule.
- (b) Effective **July 1, 2015**, the salary schedule for the 2014-2015 school year will be increased by **two percent (2.0%)** across-the-board (resulting in the salary schedule for the **2015-2016** school year attached at Appendix B), and each eligible staff member shall advance one step on the schedule.
- (c) During the term of this Agreement, there will be no wage increases or movement on the step schedule except as specifically set forth herein, and under no circumstances will the existing Group I and Group II be considered additional steps on the salary schedule.

8.2 Placement on the salary schedule at the time of initial hiring shall be in accordance with the Staff Member's total years of experience, highest degree held, and number of

credits earned beyond said degree. Subsequent placement on the schedule shall reflect additional experience, degrees, and credits earned. The Superintendent may withhold step, track and/or across-the-board increases based upon unsatisfactory performance, beginning with the step and track changes effective at the beginning of the 2008-2009 school year. The decision of the Superintendent may be appealed to Level C (the School Board) but shall not be subject to arbitration or an unfair labor practice at the Public Employee Labor Relations Board. The Staff Member shall be re-evaluated within ninety (90) school days after being informed in writing of the Superintendent's decision to withhold the increase. If the Staff Member has corrected the performance deficiency, based upon an improvement plan provided by the Principal, the increase shall be granted effective as of the date such increases were effective for other staff members.

8.3 School Nurse placement on the salary schedule, and subsequent movement, will be based on total years of experience, highest degree held and number of credits earned beyond said degree. School Nurses hired with less than a bachelor's degree will be placed in the RN lane. Nurses are eligible for the Professional Development Stipend.

8.4 Where there are no further entries beyond a certain step in a given column of the salary schedule, Staff Members who are placed in that column and have that number of years of experience or more will be placed at that last step. In the headings of the columns of the salary schedules, "expr" means number of years of experience, the designation "BA" or "B" is understood to mean Bachelor's Degree granted, the designation "MA" or "M" is understood to mean Master's Degree granted, and the numeric values represent additional college credits earned beyond said degree.

8.5 INSTRUCTIONAL, CURRICULAR, EXTRA-CURRICULAR AND CO-CURRICULAR STIPENDS

Stipends paid to persons covered by this agreement who are retained by the Board to perform activities which are now or in the future established and funded by the Board shall be agreed to between the staff member and the Board prior to the commencement of the activity. Such stipends shall be available for review.

Duties performed hereunder shall not constitute a condition of employment and shall be voluntary. In establishing the stipend of each activity, the Board shall consider the number of hours required to perform such activity. The relative amounts of such stipends shall be reviewed by the Board at least every three years.

8.6 RETIREMENT BENEFITS

Staff Members covered under this Agreement who have completed fifteen (15) or more years of service in the Hollis School District and who are eligible for retirement benefits

under the New Hampshire Retirement System, shall be eligible to retire at a minimum age of fifty-five (55) with a retirement benefit of twenty-five (25) percent of the last full year's salary. For retirement requests made prior to *December 1<sup>st</sup>*, payment shall be made immediately after July 1<sup>st</sup> at the beginning of the next fiscal year. If notice is given after *December 1<sup>st</sup>*, payment shall be made immediately after July 1<sup>st</sup> following the end of the next fiscal year. No more than four (4) retirement applications per year shall be approved by the Board. Those Staff Members who have attained the greatest age will be given first consideration. In the case of identical age, the Board shall grant both of the applicants early retirement and compensate for it in the next year by granting a maximum of three (3) early retirements. At the discretion of the board, more than four (4) staff members may be granted this early retirement benefit. If a Staff Member is not granted early retirement for the year of the initial request and s(he) re-applies the following year, the Staff Member will be given preference.

#### 8.7 DIRECT DEPOSIT

The District will provide a savings and/or checking direct deposit program for Staff Members. All Staff Members shall receive their pay via direct deposit, but those receiving paper checks prior to January 1, 2006 have the option to continue. There will be no more than two (2) accounts per employee.

#### 8.8 LONGEVITY

*Any staff member who has completed fifteen (15) or more years teaching in the Hollis School District will receive longevity pay as follows:*

*15 years - \$1,000*

*20 years - \$1,250*

*25 years - \$1,500*

*30 years - \$1,750*

*This payment will be disbursed in the year following the threshold, provided the employee remains with the District, or has retired. This payment will be taxable.*

### ARTICLE IX SCHOOL NURSE

9.1 A School Nurse will be required to be available for assignments of "teacher type" functions for up to twenty-five percent (25%) of his or her work time. It is understood that School Nurses shall not be used as substitute teachers.

9.2 School Nurses shall be available for assignment at up to eight (8) after-school events during the school year. Said events shall be designated at the beginning of the school year by the Administrative Council. A stipend will be paid at a rate of thirty (\$30.00) dollars per hour for each event in excess of the eight mentioned above. School Nurses shall be paid for up to five (5) additional days to prepare for school start with the written approval of the principal.

## ARTICLE X WORKING CONDITIONS

### 10.1 School Year

The school year for staff members covered by this Agreement shall not be more than one hundred eighty-six (186) working days. *Teachers will receive a four (4) contiguous hour period of uninterrupted time to prepare their classroom/office space during the first two days of the contract period prior to the students' arrival.*

10.2 A Staff Member whose contract year consists of other than this number shall receive a salary, as determined from Article VIII, which has been adjusted either up or down by an amount equivalent to his/her normal rate of compensation computed on a daily basis for each working day by which his/her contract year varies from the normal school year. Part-time Staff Members attending all-day workshops will be entitled to a full day's pay.

### 10.3 School Day

Staff Members shall be assigned to teaching, administrative, development and planning duties at the discretion of the administration for six hours per school day, on average. Thirty (30) minutes of the aforementioned time will be used to perform supervisory or instructionally related activities normally associated with the opening and closing of school. (Ref. Side bar letter, Appendix C).

10.4 The Association agrees that a teacher's day is not necessarily coterminous with the pupils' day because teachers are expected to carry out their professional duties which shall include, but not be limited to, faculty meetings, conferences with parents and/or students, extra help to students, open houses, and/or conferences with administration as required; such duties and meetings being of reasonable frequency and duration. Staff Members shall attend no more than ten (10) staff meetings per year. Duration of such meetings shall be no longer than ninety (90) minutes.

10.5 The Board will continue its present practice with respect to *a minimum of a twenty-five (25) minutes* duty-free lunch.

10.6 The teachers in grades K through 6 will normally be scheduled for a minimum of two hundred twenty-five (225) minutes per student week, to include four 45 minute blocks, to be used as class preparation time.

10.7 Every reasonable effort will be made to schedule Child Study Team (CST) and Individual Educational Plan (IEP) meetings during the teacher work day.

10.8 The School Board will:

1. Apply the Reduction-in-Force Policy approved by the Hollis School Board on July 27, 1989, known as Board Policy GCPA, and;
2. Follow the policy during the term of this Agreement, and;
3. Make no changes to policy during the term of this Agreement;
4. Said policy shall be subject to the grievance and arbitration provisions of this Agreement; and
5. Solely for purposes of applying Section 5 of the Reduction-in-Force Policy, "probationary teachers" are those who have worked as teachers for three years or less.

10.9 Notwithstanding, the provisions of Board Policy GCPA, the assignment of personnel is a management prerogative.

10.10 Just Cause

1. No teacher shall be disciplined without just cause. Discipline is defined as written warnings, suspensions, non-renewals, and dismissals. However, just cause shall not extend to the non-renewal of a probationary teacher (See RSA 189: 14-A). Counseling shall not be considered a disciplinary action. Nothing in this provision will effect the limitation contained in Article 4.11 above.
2. Any staff member shall be entitled to have present a representative of the Association during any meeting which involves or may involve disciplinary action.

ARTICLE XI  
DEDUCTIONS

11.1 The Board agrees that upon receipt of written authorization thereof, signed by a Staff Member covered by this Agreement, the Board will deduct from the regular salary check of such Staff Member an amount specified by the Staff Member to provide payment of dues for membership and assessments in the Hollis Education Association (HEA), NEA-NH. Such deductions will be forwarded to the Association treasurer monthly.

ARTICLE XII  
INSURANCE BENEFITS

12.1 Life Insurance

Each Staff Member who is regularly employed by the District for thirty (30) or more hours per week will be provided with a group term life insurance policy with a face value equal to two times his or her annual salary rounded up to the nearest thousand (1,000) dollars.

12.2 Health Insurance

Each Staff Member who is regularly employed by the District for thirty (30) or more hours per week will be provided with payment (*partial or full as provided below*) toward *one of the following plans*:

*BC3T10-RX 10/20/30*

*MTB5-RX 10/20/30*

*MTB1OIPDED-RX 10/20/45*

*Lumenos*

*MTBSOS20/401KDED-RX 10/20/45*

or some other health care plan chosen by the Board with a comparable schedule of benefits. The choice of plan will be at the option of the Staff Member.

*The District shall contribute one-hundred percent (100%) of the cost for a single MTBSOS20/401KDED-RX 10/20/45 plan. For all other plans and for the two person and family level of the MTBSOS20/401KDED-RX 10/20/45 plan, the District will contribute eighty-five percent (85%) of the cost of a single, two-person or family Blue Choice (BC3T15IPDED-RX 10/20/45) plan to be applied to any health care plan chosen by the Staff Member, all up to a maximum District cost of *twelve hundred and ninety dollars (\$1,290)* for teachers electing two-person coverage and *thirteen hundred and ninety**

*dollars (\$1,390) for those teachers electing family coverage per month in school year 2014-2015, and thirteen hundred and forty (\$1,340) for those teachers electing two-person coverage and fourteen hundred and forty (\$1,440) for those teachers electing family coverage per month in school year 2015-2016. In any event, the Staff Member shall pay a minimum of ten percent (10%) of the cost of any premium for any health care plan except the Matthew Thornton MTBSOS20/401KDED-RX 10/20/45 plan.*

*Premium/Deductible Offset Relative to MTBSOS Plan for 1st Year of Enrollment:*

*For any Staff Member who enrolls in the MTBSOS20/401KDED-RX 10/20/45 plan, for the first year of such enrollment the District will offer a premium offset equal to total out-of-pocket expenses required by the insurance provider for services performed from July 1 to December 31 of the first year of enrollment. Expenses not included are office co-pays, specialist visit co-pays, prescription co-pays, ER co-pays, or Durable Medical Equipment deductibles. The total offset shall not exceed \$1,000 for single coverage, \$2,000 for two-person coverage, and \$3,000 for family coverage. Proof of expenses shall be provided to the SAU 41 Business Office no later than February 15<sup>th</sup> following the first year of enrollment to be eligible for the premium offset. The premium offset will be paid no later than May 30 following the first year of enrollment, and will be subject to tax withholding.*

*Insurance Opt-out - Require Proof of Insurance:*

A Staff Member who is eligible for health insurance under *this section, who shows proof of otherwise being covered by a health insurance plan roughly comparable to any plan above*, who does not elect to receive District health insurance for the fiscal year, and who remains employed by the District for the complete school year, shall receive additional compensation of \$1,500 (less withholding), payable by the end of the school year.

12.3 Dental Insurance

Full-time Staff Members will be provided with payment toward either Northeast Delta Dental health care coverages A, B, C and D, or some other plan with a comparable schedule of benefits, as follows:

One hundred percent (100%) of Coverage A; and eighty percent (80%) of Coverage B; and fifty percent (50%) of Coverage C (no deductible, with one thousand dollars (\$1,000) maximum per person per year); and fifty percent (50%) of Coverage D (with one thousand dollars (\$1,000) lifetime maximum per person for orthodontia age nineteen (19) and under). For single and two person membership the District shall pay seventy dollars (\$70.00) per month and for family membership the District shall pay ninety dollars (\$90.00) per month.

## **Comprehensive Income Security Plan:**

### **12.4 Short Term Income Protection**

Each full-time Staff Member will be credited at the beginning of each school year with ten (10) days sick leave. Part-time Staff Members will be credited with sick leave days on a pro-rated basis. Sick leave may accrue to a maximum of ninety (90) days.

Sick leave may be used for the Staff Member's own illness, disability, quarantine, or for essential treatments, examinations for diagnostic purposes, pregnancy and normal customary post-partum, or other absences definitely related to the Staff Member's health, when such treatments, examinations, or absences can only occur during school hours. Normal and customary post-partum is considered up to six (6) weeks. Up to twenty (20) days of sick leave per year and additional days of sick leave at the discretion of the administration may also be used when the Staff Member's absence is required due to like conditions or illness of a dependent member of his or her immediate family. Immediate family, as used in this article, shall be interpreted to include husband, wife, son, daughter, father, mother, brother or sister of the Staff Member, or member of the immediate household of the Staff Member. If a Staff Member is absent more than four (4) consecutive days of sick leave under any provision of this paragraph, the administration has the sole and absolute discretion to request that the illness be verified by a physician.

### **12.5 Intermediate Term Income Protection**

If a Staff Member has completely exhausted his or her sick leave and accrued sick leave and becomes ill, disabled, quarantined, needs treatment or examination for diagnostic purposes, or other occurrences definitely related to the Staff Member's health, he or she will be paid for such absences at eighty percent (80%) of his or her normal daily pay rate, for additional days absent up to such time as Long Term Disability commences, or the cessation of the disability, whichever occurs first. The combination of paid sick leave days and intermediate term disability days will not exceed ninety (90) for a single disability. The Intermediate Term Income Protection Plan is only intended for the Staff Member and does not cover absences due to illness of a member of his or her immediate family. During the time the Staff Member is covered by the Intermediate Term Income Protection Plan, the District will maintain payment of the Staff Member's medical insurance premiums.

### **12.6 Long Term Disability**

The District will purchase Long Term Disability Insurance to cover all Staff Members. The policy/policies will provide for income at sixty-six and two-thirds (66 2/3) percent of the Staff Member's salary commencing after ninety (90) calendar days of

disability, continuing until the Social Security retirement age for that Staff Member or the cessation of disability, whichever occurs first. A Staff Member on Long Term Disability who recovers from said disability will have the right to return to his or her teaching position at the beginning of the school year for up to two years from the date on which Long Term Disability payments began. The District will maintain payment of the Staff Member's medical insurance premiums from the commencement of Long Term Disability until the Staff Member is eligible for health care under Medicare but in no case for a period of more than three (3) years. If a Staff Member is disabled for part of a school year, he or she will receive credit for that year for computing years of service.

### ARTICLE XIII LEAVE BENEFITS

#### 13.1 Personal Leave

A Staff Member will be granted "personal leave" days by the Principal or Superintendent to enable him or her to attend to personal affairs which, because of their nature, must be attended to at a time when school is in session. Application for personal leave must be made in writing as far in advance as is possible. In the case of an emergency, the request may be made by telephone, followed as soon as possible by the required written application.

13.2 If the reason for personal leave is, in the Staff Member's judgment, of an extremely personal nature, and he or she does not wish to share any information connected with the personal leave request, he or she is free to not state the reason.

13.3 If the Staff Member is an officer of the Association and the personal leave is required for that officer of the Association to exercise his or her responsibilities to represent another Staff Member or Members covered by this Agreement, the Staff Member may apply for a waiver such that this leave shall not be deducted from his or her own personal leave time.

13.4 No Staff Member will be granted more than three (3) personal leave days per school year. Personal leave under this Article may not be used to extend a holiday, a vacation or a long weekend. Therefore, Staff Members requesting personal leave before or after a holiday, a vacation or a long weekend will be required to give specific reasons for their requests.

### 13.5 Bereavement Leave

A Staff Member who is absent due to death in his or her immediate family is granted up to five (5) days leave not chargeable to sick leave or personal leave. "Immediate family" as used in this article shall include husband, wife, son, daughter, father, mother, brother, sister, grandparents, grandchildren, and in-laws such as mother, father, brother, sister, or member of the immediate household of the staff member.

### 13.6 Professional Leave

The Superintendent or Principals may grant Staff Members leave to attend conferences or visit schools without loss of pay, when extended absences are not involved. Such leave will be considered professional leave and will not be deducted from personal leave time.

### 13.7 Sabbatical Leave

Upon recommendation of the Superintendent, a sabbatical leave may be granted in any one school year to one member of the full-time Staff who has at least five (5) consecutive full school years of service in the District, for study that will be of value to the District. Such sabbatical leave will be for a single full school year, which year shall not count as an additional year's experience on the District's salary schedule. Compensation for the sabbatical year will be one-half the Staff Member's immediately preceding annual salary and full medical benefits. Staff requests for sabbatical leave must be made to the Superintendent by March 1<sup>st</sup> prior to the school year for which the sabbatical leave is being requested.

A Staff Member, to be granted a sabbatical leave, must execute a contract with the District agreeing to return to employment in the District for a period of at least two (2) full school years following termination of the sabbatical leave, and agreeing that, failing completion of the two (2) year period, he or she will repay a pro-rated portion of the sabbatical leave compensation for the remaining service not completed.

### 13.8 Court/Agency Appearance

Any employee required to be present in court or at a hearing before an administrative agency of the government shall be granted up to three (3) days of non-cumulative leave with pay per year. This limitation of three (3) days shall not apply to jury duty. The employee shall not be required to use another category of leave. This leave may not be used for personal legal matters. Any fees, less expenses, received by the employee for court/agency service shall be reimbursed to the School District.

### 13.9 Official Delegate Leave

Up to four (4) Staff Members may be designated as an "Official Delegate" to the NEA/NH Assembly of Delegates. Three (3) of these Official Delegates shall be granted one (1) day paid leave to attend such assembly; the fourth (4<sup>th</sup>) Official Delegate shall be granted one (1) day of unpaid leave. The name(s) of the designee(s), indicating which are to be paid or unpaid, and the date of the assembly shall be submitted in writing to the building principal at least forty-eight (48) hours in advance in order for the employee(s) to be eligible for payment.

### 13.10 Family Leave

Upon request, a Staff Member shall be granted a leave of absence for up to three trimesters, without pay or benefits, for reasons described in the Family Medical Leave Act. Except in cases of emergency, the staff member shall give the district at least sixty (60) days notice of the anticipated starting and ending dates of such leave. Staff members can return from leave at times other than the beginning of a grading period if a request is approved by administration. Upon return, the staff member shall be returned to his/her previous assignment or some equivalent assignment available at that time. The staff member shall retain all previously accrued benefits including sick leave accumulation and seniority. The staff member may continue insurance benefits at his/her own expense.

### 13.11 Other Unpaid Leave

The Board may grant extended leaves of absence, without pay or benefits, for further study or other reasons. Such leaves, if granted, are granted only for the purpose stated in the Staff Member's request for the leave, and should the conditions stated change, the Staff Member is required to so inform the Board and to be prepared to return to his or her normal assignment, or some equivalent assignment that is available at that time. Failure to so inform the Board shall be interpreted to be, in effect, a resignation from the Staff Member's employment with the District. The Board reserves the right to limit the total number of such leaves of absence granted in any one Contract Year.

## ARTICLE XIV JURISDICTION AND AUTHORITY

14.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the District. Except as specifically limited by express provisions of this agreement, the School Board, either

directly or acting through its designees, reserves the right to exercise management prerogatives to include, but not be limited to: unilaterally determine the standards of service to be offered by it; set the standards of selection of employees; select employees; direct and assign its employees; take disciplinary action; relieve its employees from duties because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job descriptions and classifications; allocate and reorganize positions and staffing; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work.

14.2 The parties understand that neither the Board nor the Superintendent may lawfully delegate the powers which by law are vested in them, and this Agreement shall not be construed so as to limit or impair these respective statutory powers.

14.3 In the event that any provision of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect. Further, the parties agree to meet within fifteen (15) days to negotiate a new provision within the limits established by said authority using the procedure outlined herein.

#### ARTICLE XV DURATION

15.1 The provisions of this Agreement will be effective as of the first day of *July, 2014* and shall remain in full effect and binding on the parties until *June 30, 2016*.

15.2 This Agreement shall not be modified orally, but only through negotiations, as set forth in Article II of this Agreement.

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

APPENDIX A

GRIEVANCE REPORT FORM

Copies to: 1. Staff Member(s)' Immediate Superior; 2. Principal (if not 1);  
3. Superintendent; 4. Association

To: \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_

School: \_\_\_\_\_

Date of Grievance:

Statement of Grievance, including the specific violation or condition, will reference the specific Article of the Hollis School Board/HEA Agreement violated:

Relief Sought:

Signature

Date Received:

LEVEL A

Submitted to:

Building Principal  
Date Received:

Decision of Principal

Signature

Date:

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LEVEL B

Appealed Prior Decision to:

Superintendent of Schools  
Date Received:

Decision of Superintendent:

Signature

Date:

Opposing Position of Aggrieved Staff Member(s):

Signature

Date:

LEVEL C

Submitted to Hollis School Board

Date Received:

Decision of School Board:

Board Chairperson  
Date:

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LEVEL D

Request to Submit Decision in Level C to Arbitration

Date Received:

Association President  
Date:

**APPENDIX B**  
**HOLLIS HEA Collective Bargaining Agreement**

2014-2015 HEA SALARY SCHEDULE								
Step	RN	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	\$36,907	\$37,993	\$38,980	\$40,279	\$41,870	\$43,111	\$44,389	\$45,269
2	\$38,107	\$39,246	\$40,372	\$41,529	\$43,120	\$44,365	\$45,637	\$46,549
3	\$39,317	\$40,498	\$41,621	\$42,778	\$44,341	\$45,609	\$46,893	\$47,831
4	\$40,771	\$41,994	\$43,119	\$44,282	\$45,872	\$47,113	\$48,394	\$49,360
5	\$42,228	\$43,497	\$44,619	\$45,779	\$47,369	\$48,613	\$49,893	\$50,889
6	\$43,867	\$45,183	\$46,309	\$47,466	\$49,058	\$50,298	\$51,577	\$52,607
7	\$45,505	\$46,869	\$47,995	\$49,154	\$50,743	\$51,986	\$53,266	\$54,331
8	\$47,143	\$48,558	\$49,681	\$50,842	\$52,434	\$53,675	\$54,952	\$56,050
9	\$48,780	\$50,246	\$51,369	\$52,529	\$54,117	\$55,361	\$56,639	\$57,772
10	\$50,417	\$51,931	\$53,054	\$54,216	\$55,807	\$57,047	\$58,324	\$59,493
11	\$52,056	\$53,619	\$54,745	\$55,904	\$57,492	\$58,736	\$60,016	\$61,215
12	\$53,620	\$55,228	\$56,618	\$57,778	\$59,371	\$60,612	\$61,888	\$63,127
13			\$58,318	\$59,838	\$61,434	\$62,672	\$63,949	\$65,227
14				\$61,633	\$63,679	\$64,923	\$66,201	\$67,523
15					\$65,590	\$67,360	\$68,639	\$70,012
16						\$69,381	\$71,263	\$72,689
17							\$73,400	\$74,871
<b>Group 1</b>	\$55,223	\$56,881	\$60,062	\$63,477	\$67,554	\$71,456	\$75,594	\$77,110
<b>Group 2</b>	\$54,416	\$56,048	\$59,184	\$62,548	\$66,565	\$70,410	\$74,490	\$75,983
The 2014-15 Schedule reflects a 2.25% increase to each cell of the 2013-14 Schedule, and additional \$500 added to each cell of Step 1, and \$250 added to each cell of Step 2.								
2015-16 HEA SALARY SCHEDULE								
Step	RN	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	\$37,645	\$38,753	\$39,759	\$41,085	\$42,708	\$43,973	\$45,277	\$46,175
2	\$38,869	\$40,031	\$41,179	\$42,360	\$43,983	\$45,252	\$46,549	\$47,480
3	\$40,104	\$41,308	\$42,453	\$43,634	\$45,228	\$46,521	\$47,831	\$48,787
4	\$41,587	\$42,834	\$43,981	\$45,168	\$46,790	\$48,055	\$49,362	\$50,347
5	\$43,073	\$44,367	\$45,511	\$46,695	\$48,317	\$49,585	\$50,891	\$51,907
6	\$44,745	\$46,087	\$47,235	\$48,416	\$50,039	\$51,304	\$52,608	\$53,659
7	\$46,415	\$47,807	\$48,955	\$50,137	\$51,757	\$53,026	\$54,331	\$55,417
8	\$48,086	\$49,529	\$50,675	\$51,859	\$53,482	\$54,749	\$56,051	\$57,171
9	\$49,756	\$51,251	\$52,397	\$53,579	\$55,199	\$56,468	\$57,772	\$58,928
10	\$51,426	\$52,969	\$54,116	\$55,300	\$56,923	\$58,188	\$59,491	\$60,683
11	\$53,098	\$54,691	\$55,840	\$57,022	\$58,642	\$59,911	\$61,216	\$62,439
12	\$54,692	\$56,333	\$57,750	\$58,934	\$60,559	\$61,824	\$63,126	\$64,390
13			\$59,485	\$61,034	\$62,663	\$63,926	\$65,228	\$66,532
14				\$62,866	\$64,953	\$66,221	\$67,525	\$68,873
15					\$66,902	\$68,707	\$70,012	\$71,412
16						\$70,768	\$72,688	\$74,142
17							\$74,868	\$76,368
<b>Group 1</b>	\$56,328	\$58,018	\$61,263	\$64,746	\$68,905	\$72,886	\$77,106	\$78,652
<b>Group 2</b>	\$55,505	\$57,169	\$60,368	\$63,799	\$67,896	\$71,819	\$75,980	\$77,503
The 2015-16 Schedule reflects a 2% increase to each cell of the 2015-16 Schedule.								

**APPENDIX C**  
**Side Bar Letter Referencing Article 10.3, School Day**

January 25, 1999  
Side Bar Letter Referencing Article 10.3, School Day

To: HEA Negotiators

From: Cliff Conneighton, Hollis School Board

Dave,

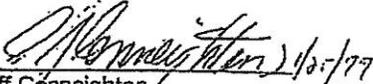
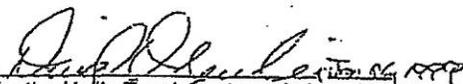
At its meeting Thursday January 21, 1999, the Hollis School Board ratified our negotiated agreement, subject to clarification on one term.

The parties have agreed to the following new section 10.3: "Staff shall be assigned to teaching, administrative, development and planning duties at the discretion of the administration for six hours per school day, on average. Thirty minutes of the aforementioned time will be used to perform supervisory or instructionally related activities normally associated with the opening and closing of school."

The board and administration wanted to make sure there were no ambiguities in the meaning of this. In our counter proposal of December 14, we included the comment below in reference to this clause:

"[ calculation: 6:40 current teacher day + 25 minute increase - 20 minutes lunch - (225/5) 45 planning = 360 minutes = 6 hours]"

As such, I do not believe the negotiating teams have any misunderstanding among themselves. With your concurrence, I suggest each party sign a side letter to document this further, which I have drafted below:

Letter of Intent and Purpose	
This letter is to document the intent and purpose of the changes made to section 10.3 in the negotiated contract for school years 1999-2000 through 2001-2002 that was tentatively agreed December 21, 1998.	
The purpose and intent of the new section 10.3 is to increase the length of the teacher work day by 25 minutes and to give the administration some flexibility in scheduling start and stop times to the day. On average, a teacher will spend five and one-half hours per day performing instructional activity, 30 minutes per day performing supervisory or instructionally related activities normally associated with the opening and closing of school, 45 minutes in class preparation time per section 10.6 and 20 minutes duty-free lunch as per section 10.5. All totaled, a teacher will typically be on site for at least seven hours and five minutes per day."	
Please indicate your concurrence that this is the understanding by signing below:	
 Cliff Conneighton for the Hollis School Board	 for the Hollis Teachers Association date

*Thank - Cliff*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this  
day of                      2014.

HOLLIS SCHOOL BOARD

By W. Snyder  
Skip Snyder, Chair  
Hollis School Board

By Andrew F. Corey  
Andrew F. Corey  
Superintendent of Schools

HOLLIS EDUCATION ASSOCIATION

By Lisa Stone  
Lisa Stone, President  
Hollis Education Association

By Sandra Van Sciver  
Sandra Van Sciver, Negotiator  
Hollis Education Association