ROLLINSFORD SCHOOL DISTRICT

Rollinsford, New Hampshire

AGREEMENT

BETWEEN THE

ROLLINSFORD EDUCATION ASSOCIATION

AND THE

ROLLINSFORD SCHOOL BOARD

July 1, 2014-June 30, 2015

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ROLLINSFORD SCHOOL DISTRICT

An Agreement made between the Rollinsford Education Association and the School Board of Rollinsford, New Hampshire.

I. RECOGNITION

A. For the purposes of collective negotiations, the Rollinsford School Board (hereinafter referred to as the "Board") recognizes the Rollinsford Education Association (hereinafter referred to as the "Association") as the exclusive representative of all certified personnel under written contract and all paraprofessionals employed with the Rollinsford School District.

B. Certified instructional personnel shall include any individual employed by the Rollinsford School District who deals directly with children in the classroom, including instructional specialists, the qualifications of whose position are such as to require him or her to hold an appropriate credential issued by the State Board of Education under its regulations governing certification. Additionally, the nurse shall be governed by all articles in the Agreement, save Article XII which will be negotiated through the superintendent and the Association. Paraprofessionals shall include any individual employed by the Rollinsford School District in the capacity of a mainstream coach, aide or tutor.

C. The Association agrees to represent all such certified instructional personnel, all paraprofessionals and the nurse in Rollinsford School District designated above without discrimination and without regard to membership in the Association.

D. The term "school" as used in this Agreement means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the Rollinsford School District.

II. NEGOTIATIONS PROCEDURE

The Association and the Board agree to enter into collective negotiations over a successor Agreement in accordance with RSA 273, New Hampshire Public Employee Labor Relations Law.

A. <u>Obtaining Objectives</u>

The process described in this Agreement is dependent upon mutual understanding and cooperation. It therefore, requires a free and open exchange of views with all parties participating in deliberation leading to decisions affected by this

Agreement. Both parties agree to meet at reasonable times and places to negotiate in a good-faith effort to, reach agreement on matters of mutual concern.

B. Representation

Members of the Board, or their designated representatives, and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement on matters of mutual concern.

C. Negotiations Procedure

1. Not later than October 1 prior to the expiration of this Agreement, either party may submit to the other written notice of its intention to negotiate a successor Agreement concerning salaries, fringe benefits, and terms and conditions of employment other than managerial policy. Every reasonable attempt will be made by the Board and the Association to effect substantive agreement by December 1. Within (10) work days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) work days of the receipt of the request.

2. Thereafter, the parties shall meet at reasonable times and places and negotiate in a good-faith effort to reach agreement on all matters raised by either party. Additional meetings shall be agreed upon by the negotiations team as may be necessary to complete consideration of agenda items. Meetings shall be scheduled to avoid conflicts with school duties of Association representatives.

3. During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Upon request, the Board shall make available to the Association all pertinent data and information of the District as will assist the Association in developing proposals.

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

5. Any agreement reached shall be reduced to writing and be signed by the Board and Association. A copy of said Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) work days of the signing.

6. Any sections of the Agreement which require the expenditure of public funds for implementation shall not be binding unless and until the necessary appropriations have been made by the School District. The Association and the Board shall make every effort to promote and secure the funds necessary to implement the Agreement. If such funds are not forthcoming, the Association and the Board shall discuss the best use of money allocated.

7. When a substantive agreement is reached, it shall then be made in writing and submitted for ratification to the Board and the Association. When approved by both parties, it shall be signed by their respective representatives and shall be entered into the official minutes of the Board. Thereupon, the Agreement shall constitute a revision of the negotiated Agreement. Provisions of the substantive agreements shall be reflected in the individual contract except that the Board retains the right to withhold an increment or provide an additional increment when warranted. Notice of and reason for withholding an increment are to be sent to the teacher in writing by March 15.

D. Impasse Procedure

This section may be enforced by either party pursuant to RSA 273-A New Hampshire laws. If agreement is not reached by December 1 (at least sixty (60) days prior to budget submission date), either party may call for impasse resolution utilizing the procedures set forth herein. Further, the Board and the Association agree to reasonably insure that the procedures for impasse resolution are not invoked prematurely or for inconsequential matters.

1. When the impasse is declared, either party may request that a mediator be appointed.

2. Should the parties be unable to agree upon a mediator, the New Hampshire Public Employee Labor Relations Board shall appoint a neutral party of its choosing to mediate. (RSA 273-A:12-1).

3. In either case, the mediator will meet with the parties either jointly or separately and will take such steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable Agreement. Any hearings will be held in closed session.

4. If the mediation effort does not result in an Agreement by December 15, the parties shall attempt to select a fact finder. If the parties fail to agree on a fact finder, the New Hampshire Public Employee Labor Relations Board shall appoint one. The fact finder shall make and report findings of fact together with recommendations for resolving each of the issues remaining in dispute, which findings and recommendations shall not be made public until the negotiating team shall have considered them for ten (10) days.

5. If either negotiating team rejects the fact finder's recommendations, the findings and recommendations shall be submitted to the full membership of the Association and to the entire Board, which shall vote to accept or reject so much of the recommendation as it desires.

6. If the impasse is not resolved following the action of the Association or Board, the fact finder's recommendation shall be submitted to the legislative body of the public employer, which shall vote to accept or reject his/her recommendations.

7. If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party. It may involve the Board of the Public Employer if the Mediator so chooses.

E. The parties shall share equally all fees and costs for the services of the mediation/fact finding.

F. Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between the declaring of impasse and the budget submission date.

III. GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee represented by the Association or the Association itself concerning an infraction of the terms and conditions of the Agreement or a violation of any established policy or practice.

B. General

In every instance an attempt shall be made to resolve the issue at the lowest possible level. An aggrieved employee may be represented at all stages of the grievance procedure by himself/herself, the Association, or a representative agreeable to both. Failure to communicate a decision to the grievant within the specified time limits stated below shall permit the aggrieved party to go on to the next step in the grievance procedure.

C. Steps

1. Principal

The employee or Association will first discuss the grievance with the principal in an attempt to resolve it. If the aggrieved party does not receive proper redress from the principal, he/she will within ten (10) work days reduce these concerns in writing to the principal. The principal will respond within five (5) work days in writing his/her decision to the aggrieved party.

2. Superintendent

If the aggrieved party is not satisfied with the decision of the principal, he/she may request in writing within five (5) work days upon receiving the principal's decision, a meeting with the superintendent or his/her designee. The meeting shall take place within five (5) work days.

3. School Board

After receipt of the response from the superintendent or his/her designee, if the aggrieved party is dissatisfied, he/she may request within five (5) work days to be heard by the Board. The superintendent will arrange a date for a meeting with the Board. The Board will hold a hearing with the aggrieved party within (15) fifteen school days or by the next regularly scheduled school board meeting whichever is sooner from the aggrieved party's request and render a decision in writing within five (5) work days of hearing. No reprisal of any kind will be taken by the Board or any member of the administration against any participant in the grievance procedure by reason of such participation.

4. Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes review by a third party, he/she shall so notify the Association within five (5) work days of receipt of the Board's decision. If the Association determines that the matter should be arbitrated, it shall, in writing, so advise the Board through the superintendent within ten (10) work days of receipt of the Board's decision. The parties will then initiate a request for arbitration under the procedure set forth herein with authority granted pursuant to N.H. RSA 542, as amended. The request for arbitration is a waiver of the right to said Association or grievant to submit the underlying dispute to any other administrative or judicial tribunal for resolution.

Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

a. An arbitrator shall be secured through the American Arbitration Association according to its rules and regulations.

b. The arbitrator, immediately upon his/her selection, shall contact the parties and arrange the details of the arbitration hearing.

c. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.

d. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report, said report of findings and decisions to be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

e. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she may add nothing to nor subtract anything from the agreement between the parties. The findings and decision of the arbitrator shall be final and binding on the Association, the grievant, and the Board.

f. The Association and the Board agree that any differences between the parties on matters relative to this Agreement shall be settled by

the means herein provided. The Association in consideration of this Agreement and its terms and conditions shall not during the term of this Agreement, engage in nor condone any strike, work stoppage, or other concerted refusal to perform any assignment on the part of any employee (s) represented hereunder nor shall the Board sponsor any lockouts.

g. Costs

The fees and expenses of the arbitrator will be shared by the two parties equally.

D. Rights of Employees to Representation

1. An employee has the right to Association representation at all meetings where said meetings may result in said employee's rights under this contract being threatened or denied or at meetings held to resolve grievances.

2. When a grievance has been reduced to writing (step 1 of the grievance procedure outlined above) the Association retains the right to be present and to present its opinion of the grievance. Any resolution of a grievance shall be consistent with the terms of this Agreement, whether reached in the informal discussion stage or at subsequent stages in the procedure.

3. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance. In communication with any prospective employer, the administration shall avoid reference to the filing of a grievance by any employee.

E. Personnel Files

All documents communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant nor shall such documents be revealed or the grievance(s) alluded to in any communication between the administration and said prospective employer.

F. Uniform Interpretation of Regulations

All rules and regulations applying to teachers and paraprofessionals shall be interpreted and applied uniformly throughout the District.

IV. CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation to the instructional program during the school year and the avoidance of disputes which threaten to interfere with such operation. The Association accordingly agrees, during the period of this Agreement, that it will not nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in a strike relating to any item within the terms of the Agreement.

V. CONSULTATION OF EDUCATIONAL PROGRAMS

A. The Board desires the participation of the Association in the development of sound educational programs and policies, in the development of personnel policies, and in improving working conditions.

B. In connection with making major changes in programs and policies, the Association or a committee thereof, will be notified by the superintendent of schools. The Association has the right to meet with the School Board or a committee of the Board following meeting with the superintendent. The Board agrees to give due consideration to recommendations of the Association. It is understood that the final decision with respect to programs and policies is the responsibility of the Board, and it is free to consult with such members of the District's staff and other persons as it may elect at any time.

C. Budget Reduction

In the event of a district meeting budget reduction, the administration will meet with and receive input from the Association concerning their priority requests before making recommendations to the school board.

VI. ELECTION TO OR TERMINATION OF CONTRACT

A. The Board decision concerning the election to or termination of employment is final as governed by appropriate state law (RSA 189:13 and 189:14-A). Teachers shall be notified of their contract for the ensuing year no later than April 15. If the Board is considering any action concerning a teacher's contract, the teacher shall be so notified in writing prior to April 15 of each year. Paraprofessionals will be notified of their contract for the ensuing year no later than May 15th of each year.

B. If an administrator has a concern about a teacher's performance, he/she will voice those concerns in writing to that teacher prior to January 15 so that the teacher will have ample time to remedy the problem before the Board takes any action concerning the nonrenewal of the teacher. It is understood by the parties that new problems occurring after January 15 that are documentable may affect contract renewal.

C. No teacher or paraprofessional shall be discharged, non-renewed, reduced in rank or compensation without a due process hearing before the Board. All information forming the basis for disciplinary action will be made available to the teacher or paraprofessional.

D. No teacher or paraprofessional shall be disciplined except for just cause.

VII. GRANTING BONUS OR WITHHOLDING INCREMENT

The Board reserves the right to grant a bonus and the right to withhold an increment from a teacher or paraprofessional for just cause. If the Board is considering any action concerning the withholding of a teacher's or paraprofessional's increment, the reason(s) shall be so stated in writing and accompany the teacher's or paraprofessional's contract. The letter shall stipulate that the Board is considering withholding an increment. The teacher or paraprofessional shall have the right to request, within ten (10) work days, a hearing with the Board. Said hearing shall take place within seven (7) work days of the request, and the teacher or paraprofessional shall be notified within five (5) work days thereafter.

VIII. ASSOCIATION RIGHTS

A. The Association will have the right to reasonable use of school facilities and equipment in accordance with written policy for holding of meetings and preparing the business of the Association. The cost of supplies used for Association business will be borne by the Association.

B. The Executive Committee of the Association or its designee shall have the right to place notices, circulars, and other materials in members' mailboxes, provided that such materials shall not relate to any local, state, or national political matter of a non-educational nature, or any partisan political electioneering matter. The Executive Committee shall take all reasonable steps to insure that any information that is placed in members' mailboxes by members of the Executive Committee of the Association shall be in good taste. Copies of all such materials shall be filed with the principal of school or his/her designee prior to dissemination. Questionable materials removed by administrators shall be returned directly to the disseminator.

C The Association has the responsibility to see that individual members advise the Board of any anticipated change in attendance or employment status. Quick resignation and retirements create a problem for the students affected.

IX. BOARD RIGHTS

The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Hampshire and of the United States.

X. OBSERVATIONS, EVALUATIONS, AND RECORDS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving instruction. All monitoring or observation of teacher performance set by the New Hampshire Department of Education (NHDOE).

A. Teachers

Formal observations shall be conducted by the building principal, Director of Special Education, Assistant Superintendent, the Superintendent, or his/her designee. It is understood that the Director of Special Education will evaluate only Special Education staff. Formal observations of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher. There should be at least two formal classroom visitations of approximately thirty minutes in duration each year for every teacher who is not on continuing contract. There should be at least one formal classroom visitation of approximately thirty minutes in duration every year for every teacher who is on continuing contract. The first of these observations is to be completed by December 20. Formal observations will reflect strengths and areas needing improvement. A conference

between the building principal and the teacher on the observation will include suggestions by the principal on ways to remediate these areas. The teacher will be given a time line to implement these techniques. Follow up observations will be done by the principal to determine if the teacher is making an effort to address the identified area of improvement. At the beginning of each school year, all teachers will receive a copy of the evaluation procedure and at that time will have the opportunity to meet and to discuss with the principal the form and procedure for evaluation.

B. Paraprofessionals

The purpose of evaluation is to help the paraprofessional employee. The principal shall perform evaluations annually with direct input from professional staff who work directly with the paraprofessional and use the input to write the formal evaluation. One written formal evaluation shall be completed each year by April 1st. The paraprofessional shall have a right to append his/her comments to the formal report and any or all such remarks shall be included in the paraprofessional's file. Signature does not necessarily signify agreement with the evaluation. No such report shall be included in the paraprofessional's file without prior knowledge of the paraprofessional.

Evaluation Reports

1. Annual evaluation reports shall be a composite of formal and informal observations and out of classroom activities and assignments.

2. Each teacher or paraprofessional shall receive a copy of his/her evaluation at least one (1) day prior to any formal conference on the report.

3. A copy signed by the teacher or paraprofessional and principal shall be submitted to the superintendent. Such signature acknowledges only that the evaluation has been read and is to be filed.

4. No teacher or paraprofessional is required to sign a blank or incomplete evaluation form.

5. In the event a teacher or paraprofessional feels his/her evaluation was incomplete or unjust, he/she may put the objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

C. Complaint Procedure

Specific complaints regarding a teacher or paraprofessional made by any parent, student, or other person shall be promptly and properly investigated before the complaint can become a part of the teacher's or paraprofessional's personnel file. It shall be the responsibility of the administrator to inform the teacher or paraprofessional in question and to obtain the teacher's or paraprofessional's opinion of the situation. The teacher or paraprofessional shall be given an opportunity to respond to and/or rebut those complaints and have answers filed with the complaint in the personnel files. Complaints found to be untrue, inaccurate or misleading shall be removed from the file.

D. Personnel Folders

1. A personnel folder shall be maintained by the superintendent for all teachers and paraprofessionals in the School District. Said folder shall contain the application for employment, college credentials, transcripts, evaluation reports, recommendations and correspondence pertaining to the individual's job performance.

2. These folders shall be considered confidential and shall be kept in locked files.

3. The teacher or paraprofessional has the right to review the material and the signature of the teacher or paraprofessional is required to indicate that the teacher or paraprofessional has exercised the right of review. Said signature shall in no way indicate agreement by the teacher or paraprofessional with the contents herein.

4. Recommendations received by the superintendent sent in confidence will not be subjected to review by the teacher or paraprofessional without written authorization by the sender. However, such recommendations shall be removed from the file at the request of the teacher or paraprofessional after one year from the date of receipt or date of employment, whichever occurs last.

5. The superintendent shall, upon request, permit teachers and paraprofessionals to review the complete contents of their own personnel files and make copies of the same. Teachers and paraprofessionals have the right at any time to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate to retain and to recommend removal of such material. A copy of the teacher's

or paraprofessional's disapproval and reason for same may be filed by the teacher or paraprofessional.

6. All personnel folders maintained by persons other than the superintendent shall be subjected to the same rights as described herein.

E. Using a form mutually agreed upon by the principal and the staff, the staff will evaluate the principal yearly. Copies of these evaluations will be sent to the superintendent.

XI. TIME REQUIREMENTS

A. Calendar

The school calendar for- employees of the Rollinsford School District is set forth in the Appendix of this Agreement and made a part thereof.

Teachers shall be employed for one hundred eighty-seven and one half (187.5) days pending annual state approval and calendar approval, but no less than one hundred eighty-five (185) days.

Paraprofessionals shall be employed for the number of school days specified on the "Intent to Employ" for a total of up to one hundred eighty-six and one half (186.5) days pending annual state approval and calendar approval, but no less than one hundred eighty-four (184) days.

The Rollinsford Education Association will be consulted when the calendar is being considered for adoption and approval by the Board with opportunity for staff input and suggestions provided.

B. School Day

As a professional, each teacher is expected to devote to his/her work the time necessary to accomplish the task at hand.

The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil and, further, that the Board has a right to establish the time of the pupils' and teachers, day.

Teachers are expected to arrive at school approximately fifteen minutes before school and to remain approximately fifteen minutes after school, except on Friday or the day before a vacation when teachers may leave at the close of school.

The only exceptions to the above are snow days, emergencies (onetime occurrence) beyond the control of the Board when the starting time may be delayed or early dismissal may be granted.

No change in the present school day will be made without consultation with the Rollinsford Education Association and the School Board.

C. Meetings and Other Responsibilities.

As part of their professional responsibilities teachers shall with reasonable notice:

1. Attend department and other professional staff meetings designed to provide meaningful professional growth or to clarify school business in general.

   Required professional staff meetings will be limited to twenty (20) per school year not to exceed three (3) per month exclusive of workshop days and meetings held within the fifteen (15) minutes before and after the school day.

   Whenever practical, the here-mentioned staff meetings will not exceed sixty (60) minutes in duration with notice of meetings and topics to be discussed provided teachers at least twenty-four (24) hours before said meetings.

   Required open houses shall be limited to one (1) per year for approximately two (2) hours in duration.

2. Assist students with their subject problems on an after school basis. Parent requests for extra student assistance will be provided, when appropriate, under conditions of mutual convenience to the teacher and student.

3. Be available for conferences with parents and students relative to the educational welfare of the student. Parent conferences shall be scheduled by the teacher and parent at a mutually convenient time.

D. Duties

Assignment to scheduled duties will be equitably distributed among all Teachers and Paraprofessionals.

Teachers and Paraprofessionals shall not be required to absorb duties beyond those in existence at the signing of this Agreement. Current duty classifications include: recess duty, lunch duty, reflection room duty and bus duty.

Exceptions to these provisions may be made only in cases of emergency (one-time occurrence).

E. Lunch Period

Teachers will be provided a duty-free lunch period daily of no less than thirty (30) minutes. Teachers will not be required to cover another classroom to facilitate this except in an emergency.

F. Preparation Time

Teachers shall be entitled to the equivalent of one (1) forty five minute prep period per school day. Substitute teachers will be provided for specialist to ensure teacher preparation time.

G. Workshop Days

Two of the eight scheduled workshop days will be designed in conjunction with the teachers. All others will be left to the discretion of the Building Level Council (B.L.C.) with final approval by administration.

H. Paraprofessionals' Holidays, Vacation and Lunch

A. Holidays. Paraprofessionals, with the exception of Title I Tutors, will receive nine (9) paid floating holidays per year, which must be taken on days that school is not in session for students.

Beginning in 2014-2015, Title I Tutors will receive one (1) paid floating holiday per year, which must be taken on days that school is not in session for students.

B. Vacation. Paraprofessionals, with the exception of Title I Tutors, will earn the following vacation each year, which must be taken on days that school is not in session for students.

During Years 1-5: 2 Days
During Years 6+: 1 Additional Day for Each Additional Year

Any Paraprofessional who has been granted more vacation days than stated in this plan as of June 30, 2012 will have those days grandfathered and will accumulate

additional vacation days when their years of service have aligned with the vacation schedule outlined above.

In no event shall the maximum total days in any year exceed 15 days.

C. Lunch. Paraprofessionals will receive a paid lunch of no less than 30 minutes.

XII. TEACHING CONDITIONS

A. Special Needs Students

The Board will make every effort to ensure a balance of students with special needs in all classrooms.

B. Petty Cash

Teachers will be reimbursed for previously approved purchases of teaching materials.

C. Money and Supplies

Each year prior to completion of the school budget, the principal shall meet with each teacher to determine needed equipment and materials.

XIII. SALARY

A. General

According to years taught and education level, each teacher employed by the District shall be placed on his/her proper step and track.

B. Salary Schedule

The salary scale for teachers for the School District covered by this Agreement is set forth in the Appendix and attached hereto and made part thereof.

Longevity

$28 per year after 9 years of full-time service in Rollinsford.
$100 per year after 14 years of full-time service in Rollinsford.

However, the maximum longevity that a teacher may receive shall be capped at 30 years of full-time service in Rollinsford.

A teacher in the system who asks for and receives a leave of absence shall receive a credit toward longevity if he/she taught for ninety (90) days of the school year in question.

In the event that a full-time teacher is reduced to part-time status, the teacher will retain their full-time longevity benefits for the years of full-time teaching employment and will receive pro-rated longevity benefits for any year of part-time teaching employment that is greater that 50%.

C. Professional Compensation

Teachers shall be paid biweekly. Each teacher shall have the option of salary payments prorated on the basis of twenty-two or twenty-six pay periods. Teachers electing twenty-six pay periods shall have the balance of their salary in a lump sum the last day of school in June. Once a teacher signs the contract and elects your compensation status for the coming contract he/she may not change their status for that year.

D. Intramural Activities

One unit of intramurals will consist of eight (8) hours at $160 per unit.

E. Summer Work

The Board agrees to pay teachers at the rate of $266 for summer work per day. In the event the work to be done is of a project nature (no set time schedule for completion), a rate mutually agreed upon may be paid.

F. Paraprofessionals Compensation

In 2014-2015, Paraprofessionals will receive a thirty-five ($.35) cent an hour increase.

The Paraprofessional will be capped at $18.25 per hour.

XIV. INSURANCE

A. Health Insurance

The Board will provide the following SchoolCare HMO plans or equivalent health insurance plans/options to teachers with $5/$15/$35 prescription coverage.

Effective July 1, 2014:	HMO
Single	92.5%
2-Person	87.5%
Family	87.5%

An Employee who wishes to remain in the Point-of-Service plan may continue to do so with the difference between the Point-of-Service premium and district paid HMO premium being paid by the employee.

This health insurance will include a major medical provision of $1,000,000.

The Board will reimburse each teacher who does not take health insurance $1,500 each school year.

The Board agrees that all teacher health contributions shall be made in accordance with and pursuant to Internal Revenue Service section 125.

The Board will furnish to the Association annually information relative to health care experience costs and the benefits being provided no later than July 1.

Part-time teachers contracted at fifty (50) percent or more time are entitled to coverage based on a prorata system related to the percentage of time that they teach in the District. Part-time teachers currently receiving benefits shall continue to receive it.

B. Life Insurance

The District shall provide a 100% contribution for group term life insurance in an amount equal to two times the teacher's annual salary.

C. Long-term Disability Insurance

The Board will provide long-term disability insurance for teachers, paying two-thirds of salary after ninety days of disability. Part-time staff teaching fifty (50) percent or more of the time shall receive the proportionate amount of the long-term disability benefit subject to approval of the carrier.

D. Dental Insurance

The District will pay for teachers 100% of the premium for single membership, or the same dollar amount as 100% of the single premium toward the premium for 2-person or family membership, for each professional in a Board selected dental plan with benefits equivalent to Delta Dental plan II, coverage A, B and C, Option 3B.

E. The District will provide continued benefits to teachers upon retirement if the professional so desires. The professional will submit to the Board by November 1st of their last full year of teaching their intent with regard to retirement benefits.

A retired professional will submit group rate payment premiums to the SAU office in accordance with the payment schedule.

XV. SICK LEAVE

A. Teachers:

Each teacher shall be allowed thirteen (13) days of sick leave each year without loss of pay. The unused days of annual sick leave will be accumulated to the teacher's credit of one hundred and fifty (150) days. The Administration shall request a certificate from a physician for absences extending more than three consecutive work days.

Part-time teachers shall be eligible for a proportionate number of sick days and accumulation afforded full-time teachers. The Board may require a certificate from a physician for an absence due to long-term illness.

Upon leaving the district after ten (10) years of service, the teacher shall be reimbursed at the rate of $35 per day for each day of unused accumulated sick leave. The teacher must inform the District of the intent to leave by November 1st of the current school year in order to receive payment by July 1 of the succeeding fiscal year. If notification is made after November 1, payment will be delayed one fiscal year.

Paraprofessionals:

Each paraprofessional shall be allowed ten (10) days of sick leave each year without loss of pay. The paraprofessional's unused days of annual sick leave will be accumulated to a maximum of 70 days. However, any paraprofessional who accumulated more than 70 days as of June 30, 2015, shall have those days

grandfathered until, through usage, the accumulated days left are 70 or less, and thereafter the maximum shall be 70 days. Part-time paraprofessionals shall be eligible for a proportionate number of sick days. The Administration shall request a certificate from a physician for absences extending more than three consecutive work days.

B. By September 15 of each school year each employee shall receive from the superintendent's office a record of sick leave stating the number of accumulated sick days as of September 1 of each year.

XVI. EMERGENCY/PERSONAL LEAVE

A. Each teacher shall be granted five (5) days emergency/personal leave not to be deducted from sick leave. Each paraprofessional shall be granted three (3) emergency/personal days not to be deducted from sick leave. Such leave shall cover:

1. Personal business which cannot reasonably be accomplished on other than a school day; or

2. Illness or death in the immediate family or attendance at funeral of other relatives or friends.

B. Teachers shall be granted leave to serve on jury duty or witness service. Compensation for this leave shall be the teachers' daily rate less payment received for such service.

Notification of such leaves shall be made to the principal, giving a minimum of twenty-four hours notice except in an emergency.

XVII. GENERAL LEAVE

A. A teacher in the system who asks for and receives a leave of absence shall receive credit for a year's teaching if he/she has taught for ninety (90) days of the school year in question.

B. Any teacher who requests and receives a leave of absence will, upon his/her return, be placed in a position on the proper salary step.

C. Any teacher who accepts a long-term assignment (90 school days or more) to cover for a teacher granted a leave of absence shall be offered, within ten (10) work days of appointment, a signed, written statement from the administration regarding the duration, salary, and benefits connected with the position.

E. Any teacher who is on leave may continue his/her insurance benefits providing that insurance premiums are received at the Central Office thirty (30) days prior to the premium due date.

*Teachers taking a family or medical leave shall have their insurance premiums paid by the district according to the Family and Medical Leave Act of 1993.

XVIII. VISITATION DAYS

Each teacher shall be allowed five (5) days leave per year, non-cumulative, for the purpose of visiting other educational programs, attending workshops, or pursuing activities related to an approved staff development plan. This leave is not to be deducted from other leaves of the teacher's salary.

XIX. PROFESSIONAL LEAVE

A. The School District is allowed two (2) days professional leave for teachers, one day each, for attendance at the fall and spring meetings of the New Hampshire Educators' Association Assembly of Delegates, not to be deducted from pay.

B. Sabbatical Leave

An eighty per cent (80%) teacher having served for seven (7) consecutive full years, shall be eligible for sabbatical leave for a full school year. The teacher will receive no salary or benefits during the sabbatical.

Up to twenty percent (20%) of the eligible teachers, increased to the nearest whole person, may be approved for sabbatical by the Board each year. The Board will decide whether to grant requests by teachers for sabbaticals based upon the merits of the proposals, longevity and quality of service as recommended by the Superintendent. Request for sabbatical leave by a teacher must be submitted in writing to the superintendent not later than November 1 of the year preceding the school year anticipated for sabbatical leave.

Upon the teacher's return, he/she shall be placed in an equivalent position.

XX. PARENTAL LEAVE

Any professional who is about to become a parent and becoming a parent will affect their working day will notify the superintendent three (3) months prior to the anticipated date of the birth except in the case of adoption the parent to be will notify the superintendent as soon as the adoption is known.

The parent to be may choose one of the following options:

1. 6 to 8 weeks sick leave.
2. Request a leave of absence without pay.
3. A combination of one and two.

XXI. LAYOFFS

A. Teacher Layoffs: In the event the Board finds it necessary to reduce the number of teachers in the District, the Board shall retain those teachers who, based upon their evaluations, will be the most qualified teachers for the school system. However, probationary teachers would be affected before non-probationary teachers. All evaluations being equal, seniority shall govern. All layoffs shall be in accordance with state laws. Any teachers laid off because of a reduction in staff shall have a letter placed in his/her personnel file stating that said teacher was not offered a new contract because of a reduction in staff. Such information shall also be contained in any requests for recommendation. Any teacher so affected shall have the right to appeal to the Board within ten (10) days of said notification and may follow the procedures established by state law (RSA 189:14-A and -B). This article is not subject to the grievance procedure as set forth in Article II of the Agreement.

B. Paraprofessional Layoffs. In the event the Board finds it necessary to reduce the number of paraprofessionals in the District, the decision will be determined by the building Administrator in conjunction with the Special Education Team based on qualifications and evaluations. All qualifications and evaluations being equal, seniority will be the tie-breaker.

In the event of a paraprofessional transfer to another building, the building Administrator in conjunction with the Special Education Team will determine those paraprofessionals best suited for the position. Those Paraprofessionals deemed suitable for the position have the right of refusal to be relocated to another building. If all suitable paraprofessionals refuse relocation and a layoff is necessary, the decision will be determined by the building Administrator in conjunction with the Special Education Team. Seniority will be part of the consideration, but not the final determining factor. All paraprofessionals transferred to another building shall remain employees of the Rollinsford School District.

XXII. SPECIAL PERSONNEL SUBSTITUTES

The Board agrees to maintain a list of substitute teachers updated twice annually. Teachers shall be informed of a telephone number they may call prior to 7 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Substitute teachers shall be provided for all teachers who are absent from school, including art, music, and physical education teachers. The use of regular teachers as substitute teachers shall be only in emergencies.

XXIII. CONTINUING EDUCATION

Recognizing the value of further training and professional advancement, the following allowances shall be made.

A. For all advancement courses for teachers at an accredited college or university, approved by the Superintendent and the Board, the Board will pay the tuition (up to a maximum of the University of New Hampshire's graduate course tuition rate per credit hour for in-state residents) upon registration of the course or courses. A grade of B or better must be achieved in order to receive course reimbursement. A copy of a college transcript must be provided to the Central Office upon completion of any and all advancement courses.

B. On November 1 of each year, teachers must inform the principal of the number of college courses they anticipate taking in the next budget year (July to June).

C. Paraprofessionals will receive a twenty-five ($.25) cent increase after receiving any additional certification or 4 year degree after hire.

D. <u>Staff Development</u>

1. Teachers' staff development hours must be in agreement with the SAU 56 Staff Development Master Plan.

2. Each fifteen (15) hours of staff development, each teacher shall receive one (1) credit toward degree level on the salary schedule.

3. On November 1 of each year, teachers must inform the principal in writing if they anticipate changing degree levels on the salary schedule for the following budget year.

XXIV. RETIREMENT

A. Eligibility

An employee who has completed at least 20 consecutive years of service as a teacher in the Rollinsford School District immediately prior to retirement, shall be eligible to receive a retirement payment, provided that the employee submits written notice of his/her intention to retire to the Superintendent of Schools no later than November 1st of the last school year of employment Each year of leave of absence that is approved by the board will not count as a year of service, and also will not count as an interruption to the consecutive nature of years of service.

A maximum of one employee per year may receive the retirement payment. The application must be received in the SAU Office by November 1st of the last school year of employment. If more than one eligible employee applies for the payment in the same year, payment will be granted to the employee with the longest record of employment in the Rollinsford School District. The School Board reserves the right to accept more than one retirement due to extenuating circumstances.

B. Formula for Implementation

The payment paid to an employee under this Article shall equal 1% of the employee's last salary times the number of consecutive years that the employee served as a teacher in the Rollinsford School District immediately prior to retirement. However, in no event shall the School District pay more than 40 percent of an employee's last salary under this provision. **"Last salary" for the purposes of this Article shall include the salary set forth in Appendix A plus longevity which was paid to the employee during his/her last school year of employment.**

Any current employee hired prior to 1982 will be grandfathered and shall receive retirement pay according to the previously negotiated formula laid out in the 2008-2010 agreement as listed below.

The payment paid to an employee under this Article shall equal 1.15% of the employee's last salary times the number of consecutive years that the employee served as a teacher in the Rollinsford School District immediately prior to retirement. However, in no event shall the School District pay more than 46 percent of an employee's last salary under this provision. **"Last salary" for the purposes of this Article shall include the salary set forth in Appendix A plus longevity which was paid to the employee during his/her last school year of employment.**

C. Timing

Payment will be paid in a lump sum in the first July after the teacher's retirement. The retirement date will coincide with the end of a school year unless otherwise approved by the Rollinsford School Board. After informing the Board of his/her desire to retire, if the retiree should die before the date of retirement, payment shall be paid to the retiree's beneficiary in a lump sum in the first July after the teacher's death.

XXV. SAVINGS CLAUSE

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

XXVI. DURATION

The duration of this Agreement is from July 1, 2014, through June 30, 2015. The provisions of this Agreement will continue and remain in full force and effect until June 30, 2015, and thereafter will automatically renew themselves for successive terms of one (1) year each, unless either the Board or Association gives written notice to the other by October 1 that it desires to improve or terminate this Agreement.

ROLLINSFORD EDUCATION ASSOCIATION	ROLLINSFORD SCHOOL DISTRICT
By: Christina Demers / Jana O McCabe	By: Paula S Woodley
President	Chairperson, School Board
4/10/14	4/10/14
Date	Date
Jeni A Mason	Jeni A Mason
Witness	Witness

APPENDIX A

TEACHER SALARY SCHEDULES

APPENDIX A						
TEACHER SALARY SCHEDULE						
			Rollinsford School District			
			Teacher Salary Schedule 2014-2015			
Track	1	2	3	4	5	6
Step	BA	BA15	BA30	BA45 MA	MA15	MA30
1	37,406	39,276	41,242	43,305	45,468	47,743
2	39,276	41,242	43,305	45,468	47,743	50,128
3	41,242	43,305	45,468	47,743	50,128	53,068
4	43,305	45,468	47,743	50,128	53,068	55,267
5	45,468	47,743	50,128	53,068	55,267	58,030
6	47,743	50,128	53,068	55,267	58,030	60,932
7	50,128	53,068	55,267	58,030	60,932	63,977
8	53,068	55,267	58,030	60,932	63,977	67,175

Teachers on step will receive a Step and Track increase for the duration of contract. (2014-2015).

The Nurse will receive 100% of their appropriate step on the teacher's salary schedule, provided that the nurse has earned at least a Bachelor's degree.

Nurses who have less than a Bachelors' degree will receive 80% of their appropriate step on the teacher's salary schedule

For initial placement of nurse on salary schedule, one step on the salary schedule shall be granted for every two years of nursing experience, other than school nursing experience.

APPENDIX B

A copy of the school calendar will be distributed following its approval by the School Board.

SAU 56 Rollinsford/Somersworth School Districts 2014-2015 School Calendar

August 2014 (3)

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26		28	29	30
31						

25 & 26-Teachers Workshop

27-1 Day of School

September 2014 (21)

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1-Labor Day No School

October 2014 (21)

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10- Teachers Workshop

13- Columbus Day-No School

November 2014 (16)

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

11- Veteran's Day-No School

26 NO SCHOOL-Exchange day for Parent Teacher Conference

27 & 28 Thanksgiving Break

December 2014 (16)

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

12-Teachers Workshop

24 – Jan. 2nd Holiday Break

January 2015 (19)

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1& 2-New Year's -No School

19-Martin Luther King Day No School

February 2015 (15)

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

23-27–Winter Vacation

March 2015 (21)

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13-Teachers Workshop

April 2015 (17)

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

10- Teachers Workshop

27-May 1– Spring Vacation

May 2015 (18)

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22- Teachers Workshop

25th - Memorial Day

June 2015 (10)

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11		13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

[illegible] Day of School

Approved by SAU 56 Board –November 25, 2013

1-21-2014

APPENDIX C – PARAPROFESSIONAL WAGE SCHEDULE

PARAPROFESSIONAL STARTING SALARY SCHEDULE 2014-2015

Yr's Experience	Start Rate
01	$10.00
02	$10.50
03	$11.00
04	$11.50
05	$12.00
06	$12.50
07	$13.00
08	$13.50
09	$14.00
10	$14.50
11	$15.00

*Salary schedule to be used for hiring of new employees only