

**AGREEMENT**

**BETWEEN THE**

**HARRISVILLE BOARD OF EDUCATION**

**AND THE**

**HARRISVILLE EDUCATION ASSOCIATION**

July 1, 2009 to June 30, 2012

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## ARTICLE I

### RECOGNITION

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

#### 1.2 Definitions

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

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

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

**Part-time:** includes all teaching staff who are employed by the district less than eighty percent (80%). Benefits include: juror/witness leave (12.2), personal leave (12.3), bereavement leave (12.4), sick leave (12.5), workers' comp benefits (12.8), child-rearing leave (1 2.9), leave without pay (12.10), tuition reimbursement (13.2).

C. **Educational Support Staff:** includes secretaries, custodians, food service personnel and all aides.

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

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

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

**ARTICLE II**

**MANAGEMENT RIGHTS**

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

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

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

**ARTICLE III**

**NON-DISCRIMINATION**

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

## ARTICLE IV

### PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT

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

## ARTICLE V

### ASSOCIATION RIGHTS

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

## ARTICLE VI

### EVALUATION AND PERSONNEL FILES

- 6.1 The parties agree that a sound evaluation of employee performance and effectiveness is a valuable asset in improving and building the educational community.
- 6.2 Each new employee of the Harrisville School District shall be made aware of the terms of the District's evaluation plan. The Harrisville School District's evaluation policy can be modified by mutual agreement. The standards of evaluation utilized in the Harrisville evaluation plan shall be the eight standards specified in the SAU 29 Professional Staff Performance Review Plan. In addition, Teachers shall write a self-evaluation in each area to be presented to the Principal during their annual evaluation session and such self-evaluations shall be included in the final evaluation document. Teachers new to the district shall not be required to write a self-evaluation in their first year of employment.
- 6.3 An employee shall at all times be entitled to have present a representative of the Association when he/she is the subject of an investigatory interview, is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Any employee may be temporarily removed from the premises when circumstances involve a threat to the immediate health, welfare and safety of children.
- 6.4 No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material and be given a copy of such. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- 6.5 An employee shall have the right upon request to review the contents of his/her personnel file at reasonable times and to receive copies at his/her expense of any documents contained therein. An employee shall be entitled to have a representative of the Association present during such review.
- 6.6 The employee shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent of Schools or his/her designee and attached to all copies.
- 6.7 In the event that the Board removes any material from an employee's file, the employee shall be notified.
- 6.8 Documents, communications and/or records dealing with the processing of a grievance or other Association activity shall not be placed in an employee's file.
- 6.9 Employees shall receive prompt notice of any concerns, raised by a staff member, administrator, parent, student, or other person, which cannot be resolved by the administrator through an explanation or clarification of policy or procedure. In the event that the concern is not resolved or is repeated, the involved employee(s) shall receive prompt notice of the nature of the concern and shall have an opportunity to meet with the person(s) who raised the concern in an effort to resolve the matter. An employee will be notified promptly of any matter that remains unresolved and which could result in an oral or written reprimand or which may be used to evaluate an employee's job performance. Complaints shall not be made part of an employee's personnel file or evaluation unless it is noted on the complaint the actions taken by the appropriate administrator.

## ARTICLE VII

### CONSULTATION ON EDUCATIONAL PROGRAMS

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



## ARTICLE VIII

### TEACHER EMPLOYMENT

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

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

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

- Two (2) days (opening school)
- Two (2) days (workshops held during the school year in SAU 29)
- One (1) day (closing school).

The additional days will be scheduled by the Administration with input from the Association.

Newly hired teachers may be required to attend an orientation day for new staff, in addition to those days specified above.

- 8.3 District vacancies will be posted for a minimum of ten (10) calendar days, except in cases of emergency when they shall be posted for not less than five (5) calendar days. Any employee may request a transfer to a vacant position provided he/she meets the qualifications set forth in the posting.
- 8.4 The instructional day will not be increased beyond its 1993-94 duration by more than a total of ten (10) minutes during the life of this agreement. Certified staff that work a full day shall normally be required to be in the building thirty (30) minutes before the instructional day begins and twenty (20) minutes after the instructional day ends. The parties recognize that certified staff may need to attend faculty meetings, meetings with administration or parent/student conferences, and provide extra assistance to students. Meetings and conferences shall be of reasonable frequency and duration and with reasonable notice of not less than forty-eight (48) hours except in an emergency.
- 8.5 Certified staff shall receive a duty-free lunch period of at least twenty (20) minutes duration.
- 8.6 The school calendar shall be determined by the School Board after notice to and opportunity for input from the Association. Such input shall be provided to the Board by November fifteenth (15th) of the previous year.
- 8.7 The District agrees to continue to provide preparation time for certified staff who work a full instructional week when students are receiving instruction from "specials teachers" or other certified staff, or when students are absent from class while involved in other supervised activities, or when students are not scheduled to be in school. In extenuating circumstances, the staff would continue to be flexible in helping the District to meet its needs. The District will continue to distribute preparation time in an equitable manner.
- 8.8 The Board's policy on RIF as adopted in March 1995 shall not be changed during the term of this agreement except by mutual agreement by the parties.
- 8.9 Teachers who will satisfactorily complete academic courses prior to the start of the next school year and who wish to use such additional credits for salary purposes must notify the Superintendent of their intent to complete not later than December first (1st) of the prior year for which salary is to be paid. Time requirements specified in Section 8.9 may be modified by mutual agreement.

- 8.10 Subject to any required state approval, one-half (1/2) day without classes per trimester shall be provided for teachers and paraprofessionals for common planning and consultation. Such times will not be used for mandatory workshops. This common planning time will be scheduled on three (3) early release days which will be coordinated with the Keene School District early release days.

**ARTICLE IX**  
**RATES OF PAY**

- 9.1 The compensation structure is set forth in Appendix A attached hereto.
- 9.2 Newly hired employees will be placed by the Superintendent of Schools or his/her designee at the same salary level as other employees then currently employed who have the same academic attainment. Experience credit will be given in accordance with Board policy adopted on 9/19/01.

- 9.3 Employees with at least fifteen (15) years of service to the District who retire from District employment and who are at least fifty-five (55) years old shall receive a one-time only salary bonus at the time of their retirement. The employee shall not be eligible for this bonus should the retirement be for the purpose of accepting a full time teaching position in any other school district.

In 2009-2012, this bonus shall be equal to one hundred and fifty (150) dollars times their years of service to the District up to a maximum of thirty-five (35) years of service.

To be eligible for this additional compensation, the employee must give written notice to the Harrisville School District of his/her intent to retire not later than December first (1st) of the school year prior to the year which will be the final year of employment.

- 9.4 The Board will provide up to \$1,500 for the purpose of student loan repayment for teachers with three (3) or less years of actual teaching experience. All applications for student loan repayment must be filed with the Human Resources Office no later than November first (1).

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

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

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

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

- 9.5 During the term of this agreement, the special education teacher will be paid a stipend of \$500 annually for case management duties and responsibilities as assigned by the Board if said teacher has regular education classroom responsibilities.

## **ARTICLE X**

### **DISCIPLINE**

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

## ARTICLE XI

### GRIEVANCE PROCEDURE

- 11.1 A "grievance" is a complaint by a staff member or members or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. All time limits of this Article shall mean calendar days.
- 11.2 The parties acknowledge that it is more desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure while a grievance is in process.
- 11.3 An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time a meeting is held that could result in discipline or during any step of the grievance process, subject to an employee's request for representation.
- 11.4 A grievance to be considered under this procedure must be initiated in writing within forty (40) calendar days following the alleged violation or when the grievant should have reasonably known of the violation.
- 11.5 **Formal Procedure**
- Level One. Within fourteen (14) days of the receipt of a formal grievance, the building principal shall meet with the aggrieved staff member. Within fourteen (14) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred (in writing), to level two within fourteen (14) days of the receipt of any answer given at this level.
- Level Two. Within fourteen (14) days of a grievance being referred to this level, the Superintendent of Schools or his/her designee will meet with the participants of level one and examine the facts of the grievance. The Superintendent of Schools or his/her designee shall give his/her answer (in writing) within fourteen (14) days of any such meeting. If the grievance is not settled at this level, then within fourteen (14) days from receipt of the answer rendered at this level, the grievance may be referred to level three, the School Board.
- Level Three. Within fourteen (14) days of a grievance being referred to this level, the Board will hold a hearing with the participants and examine the facts of the grievance. The Board will thereafter, within fourteen (14) days of such hearing, give its answer, in writing. If the grievance is still not settled, the matter may be referred to arbitration by the Association as set forth in level four of this procedure.
- Level Four. If the matter is referred to arbitration, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within fourteen (14) days of the Association's request for arbitration, then either party may apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add or to subtract from, alter, or modify any of the said provisions of this Agreement. The arbitrator shall thereafter submit a written decision to both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.
- 11.6 Time periods specified in this procedure may be extended by mutual agreement.
- 11.7 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the grievant(s) to proceed to the next level.

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

## ARTICLE XII

### LEAVES OF ABSENCE

- 12.1 Military leave shall be granted in accordance with State and Federal law.
- 12.2 An employee who is called to serve as a juror or who is subpoenaed to testify as a witness shall be paid the difference between any fees he/she receives and his/her regular pay. The employer may request evidence of civic compensation.
- 12.3 All full-time employees are entitled to three (3) personal days. They will be non-cumulative and not deducted from sick leave. Days used for funerals in the immediate family will not be deducted from personal leave. Personal days are for activities of such a personal nature that it is essential for an individual to be absent from professional duties. Personal days will not be taken for pecuniary gain. Personal days are not to extend a weekend or vacation. All employees are obliged to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency. The written request shall contain a certification by the employee that the leave is qualified under this section. Personal leave shall be provided to all part-time employees on a pro-rata basis.
- 12.4 Each employee will be entitled up to three (3) days leave, per event, at full salary in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, maternal or paternal grandparent, father-in-law, mother-in-law, brother, sister or similar step relatives or members of the employee's household. Additional leave or leaves for the death of persons of some other relationship to the employee may be granted by the Superintendent of Schools or his/her designee. Bereavement leave may not be accumulated from year to year.
- 12.5 Each full-time teaching and educational support staff and regular support staff shall receive sick leave for personal illness at the rate of one day sick leave per month for each month worked, cumulative to a maximum of one hundred (100) days. Part-time employees shall receive sick leave on a prorated basis. Up to ten (10) days per year of an employee's sick leave may be used to attend to illness within his/her family. Additional days for this purpose may be granted at the sole discretion of the Board. Family for purposes of this section would include parents, children, a spouse, or a resident of the employee's household.
- 12.6 The Board agrees to provide all full-time teaching and educational support staff and regular support staff with STD/LTD coverage according to the policy in effect for certified personnel as of January 1, 1994. (A copy of the current policy shall be attached to this contract for information purposes.) The level of, access to, and eligibility for STD/LTD benefits shall not be reduced without the prior consent of the Association.
- 12.7 Professional days shall be granted at the discretion of the administration.
- 12.8 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall receive his/her net difference between Workers' Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workers' Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any employee receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workers' Compensation claim.
- 12.9 In addition to the period of time in which an employee is disabled as a result of the birth of a child, or upon the adoption of an infant child, upon written request to the administration given at least sixty (60) days prior to the anticipated birth date, the employee shall be granted child rearing leave. As consideration for the extended time, a teacher on said leave agrees to return on the first (1st) day of a school marking period ONLY, and provided further that the total leave shall not

exceed sixteen (16) months. A further extended leave may be granted at the discretion of the Board. The employee shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the employee to give the notices and abide by the return dates set forth in this paragraph. The requirement that the date of return shall be the first (1st) day of the semester shall not apply if the requested leave does not extend beyond the end of the semester. During the time that the employee is on unpaid child-rearing leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs for which they qualify under this agreement provided they shall be at the sole expense of the employee and provided the employee shall not be eligible for paid leave.

- 12.10 Leave Without Pay. The School Board may grant such leave with or without pay as may be requested by employees in their sole discretion on the basis of the best interests of the Harrisville School District. In exercising its discretion, the Board will not act in an arbitrary or capricious manner.
- 12.11 The Board recognizes it has no legal obligation to comply with the Family and Medical Leave Act but agrees to voluntarily comply with the provisions and regulations of the Act.



## **ARTICLE XIII**

### **COURSE REIMBURSEMENT**

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

**ARTICLE XIV**

**EDUCATIONAL SUPPORT STAFF EMPLOYMENT PRACTICES**

- 14.1 Educational Support staff shall serve a probationary period of ninety (90) calendar days.
- 14.2 Full-time and Regular educational support staff are entitled to eleven (11) holidays as listed below:

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

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

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

- 14.3 A. Full-time, educational support staff shall earn .833 days of vacation per month worked, used in accordance with the employee's regularly scheduled hours of work
- B. After five (5) years 'service with the District, full-time educational support staff shall earn 1.25 days of vacation per month worked, used in accordance with the educational support staff's regularly scheduled hours of work.
- C. Payment for vacation shall be at the support staff's regular hourly rate of pay.
- D. Vacations shall be scheduled at times requested by the support staff provided that the vacation does not interfere with meeting the needs of the District as determined by the building principal.
- E. A maximum of fifteen (15) vacation days may be carried over from one year to the next.
- F. Support staff who leave District employment and who have earned but unused vacation time shall be paid for this time at their regular rate of pay upon leaving District employment.
- 14.4 Educational support staff shall receive overtime pay at the rate of one and one half (1-1/2) times their regular hourly rate for hours worked in excess of forty (40) hours per week. A week shall run Sunday through Saturday. At a support staff's option, he/she may elect to take compensatory time in lieu of overtime pay, in accordance with the Fair Labor Standards Act. Subject to meeting the needs of the District and with the approval of the building principal, a support staff may elect to vary his/her work schedule provided that such alteration shall not exceed forty (40) hours per week unless authorized by the appropriate supervisor.
- 14.5 Educational support staff who are requested to work on what is otherwise a paid holiday shall receive compensation at the rate of one and one half (1-1/2) times their regular hourly rate or, at the support staff's option, elect to take compensatory time at the same rate, in accordance with the Fair Labor Standards Act.

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

**ARTICLE XV**

**INSURANCE**

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

2009-2010

97% of the current year's premium of the HMO plan for single  
97% of the current year's premium of the HMO plan for a two-person,  
97% of the current year's premium of the HMO plan for family coverage.

2010-2011

95% of the current year's premium of the HMO plan for single  
95% of the current year's premium of the HMO plan for a two-person,  
95% of the current year's premium of the HMO plan for family coverage.

2011-2012

90% of the current year's premium of the HMO plan for single  
90% of the current year's premium of the HMO plan for a two-person,  
90% of the current year's premium of the HMO plan for family coverage.

Employees may apply the designated Board contribution to JW/MC, Blue Choice, or an HMO.

Employees who provide documentation they are covered by medical insurance that is not provided by the district and who elect not to receive medical insurance by the District shall receive a payment of twenty-five hundred dollars (\$2,500) per year upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given.

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

2009-2012  
\$60,000

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

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

	<u>2009-2012</u>
Single	\$400
2 person	\$550
Family	\$650

- 15.4 The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Article including the right to self-insure; however, the Board shall not have the right to diminish any part of the benefits provided herein.

- 15.5 The difference between the Board's contribution, as shown above, and the actual cost of coverage selected by the employee will be payroll deducted from appropriate payroll periods.

**ARTICLE XVI**

**MISCELLANEOUS PROVISIONS**

- 16.1 If any provision of this Agreement or its application is held to be contrary to law, then such provision or portion thereof or application shall not be deemed valid except to the extent permitted by law. All other provisions shall continue in full force and effect.
- 16.2 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days of the signing of this Agreement and shall be given to all employees employed, hereafter employed, or considered for employment in the District.

**ARTICLE XVII**

**NOTICE UNDER AGREEMENT**

- 17.1 Whenever written notice is provided for in this Agreement, the notice shall be sent in care of the Superintendent of Schools, Harrisville School District, 34 West Street, Keene, NH 03431.
- 17.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President, Harrisville Education Association at the president's current address. It is the responsibility of the Association to notify the Superintendent of Schools or his/her designee of a change in presidents or when there is a change in the president's address.

**ARTICLE XVIII**

**DURATION**

- 18.1 This agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2012 and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before November first (1st) of the prior year in which this Agreement expires.

APPENDIX A-1

Harrisville School District Salary Schedule

**2009-2010  
Teachers**

<u>Step</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Master</u>	<u>Master+30</u>
0	\$35,700	\$36,900	\$38,500	\$40,000
1	\$36,825	\$38,007	\$39,463	\$41,200
2	\$37,985	\$39,147	\$40,449	\$42,436
3	\$39,181	\$40,322	\$41,460	\$43,709
4	\$40,415	\$41,531	\$42,704	\$45,020
5	\$41,688	\$42,777	\$43,985	\$46,371
6	\$43,002	\$44,061	\$45,305	\$47,762
7	\$44,356	\$45,382	\$46,664	\$49,195
8	\$46,352	\$47,425	\$48,530	\$51,409
9	\$48,438	\$49,559	\$50,714	\$53,722
10	\$50,957	\$52,136	\$53,250	\$56,516

Teachers who have completed ten (10) years of service with the District shall receive a longevity stipend equal to \$2,700 in 2009-2010.

**Educational Support Staff**

<u>Step</u>	<u>Rate</u>
0	\$11.60
1	\$11.80
2	\$12.01
3	\$12.22
4	\$12.43
5	\$12.65
6	\$12.87
7	\$13.10
8	\$13.33
9	\$13.56
10	\$13.80
11	\$14.00
12	\$15.75

\*Full-time educational support staff who have completed ten (10) years of service with the district shall receive a longevity stipend equal to \$550 in 2009-2010.

\*The district shall pay a stipend equal to \$1.50/hour in 2009-2010 to the custodian if maintenance/tradesperson duties and responsibilities are assigned by the Board.

APPENDIX A-2

Harrisville School District Salary Schedule

**2010-2011  
Teachers**

<u>Step</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Master</u>	<u>Master+30</u>
0	\$36,325	\$37,400	\$38,550	\$40,700
1	\$37,415	\$38,522	\$39,514	\$41,921
2	\$38,508	\$39,678	\$40,502	\$43,179
3	\$39,809	\$40,868	\$41,717	\$44,474
4	\$41,063	\$42,094	\$42,968	\$45,808
5	\$42,356	\$43,357	\$44,257	\$47,182
6	\$43,691	\$44,658	\$45,585	\$48,598
7	\$45,111	\$45,997	\$46,952	\$50,056
8	\$47,141	\$48,297	\$49,535	\$52,559
9	\$49,733	\$50,712	\$52,012	\$55,187
10	\$52,910	\$53,935	\$55,040	\$58,775

Teachers who have completed ten (10) years of service with the District shall receive a longevity stipend equal to \$2,700 in 2010-2011.

**Educational Support Staff**

<u>Step</u>	<u>Rate</u>
0	\$11.80
1	\$12.01
2	\$12.22
3	\$12.43
4	\$12.65
5	\$12.87
6	\$13.09
7	\$13.32
8	\$13.56
9	\$13.79
10	\$14.04
11	\$15.75
12	\$16.20

\*Full-time educational support staff who have completed ten (10) years of service with the district shall receive a longevity stipend equal to \$550 in 2010-2011.

\*The district shall pay a stipend equal to \$1.50/hour in 2010-2011 to the custodian if maintenance/ tradesperson duties and responsibilities are assigned by the Board.

APPENDIX A-3

Harrisville School District Salary Schedule

**2011-2012  
Teachers**

<u>Step</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Master</u>	<u>Master+30</u>
0	\$37,225	\$38,200	\$39,200	\$40,700
1	\$38,435	\$39,442	\$40,474	\$4,023
2	\$39,684	\$40,723	\$41,789	\$43,388
3	\$40,974	\$42,047	\$43,148	\$44,799
4	\$42,305	\$43,413	\$44,550	\$46,255
5	\$43,680	\$44,824	\$45,998	\$47,758
6	\$45,100	\$46,281	\$47,493	\$49,310
7	\$46,566	\$47,785	\$49,036	\$50,913
8	\$48,428	\$49,338	\$50,605	\$52,567
9	\$50,805	\$51,805	\$52,883	\$54,933
10	\$54,350	\$55,198	\$56,346	\$58,531

Teachers who have completed ten (10) years of service with the District shall receive a longevity stipend equal to \$2,700 in 2011-2012.

**Educational Support Staff**

<u>Step</u>	<u>Rate</u>
0	\$12.05
1	\$12.25
2	\$12.45
3	\$12.60
4	\$12.80
5	\$13.00
6	\$13.20
7	\$13.45
8	\$13.90
9	\$14.25
10	\$15.80
11	\$17.20

\*Full-time educational support staff who have completed ten (10) years of service with the district shall receive a longevity stipend equal to \$550 in 2011-2012.

\*The district shall pay a stipend equal to \$1.50/hour in 2010-2012 to the custodian if maintenance/ tradesperson duties and responsibilities are assigned by the Board.



APPENDIX B

HARRISVILLE SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT

Emp # _____
Degree _____
_____ years experience

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

WITNESS

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

By \_\_\_\_\_  
CHAIRMAN, BOARD OF EDUCATION

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

In witness whereof the parties executed this Agreement on this \_\_\_\_\_ day of April, 2009 of the date and year first written above.

HARRISVILLE SCHOOL BOARD

HARRISVILLE EDUCATION ASSOCIATION

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Harrisville School Board

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Harrisville Education Association