

Monadnock Regional School District / Specialists 2020 Negotiations
Summary of Tentative Agreements

Wages and Benefits

Wages

- Increase wage scale to improve market competitiveness
- Provide Career-Designated employees with 3% (Y1), 2.5% (Y2), and 2% (Y3)

Insurance – Modify insurance split from 82/18 to 81/19 in Y1

<u>Total Cost</u> (w/o NHRS increase impact)		w/ NHRS increase impact
Year 1:	\$27,576	\$28,323.43
Year 2:	\$22,823	\$23,392.89
Year 3:	\$20,767	\$21,284.12

Language Changes

Substantive Changes to Language

- 3 year contract term
- 6.4: State that Specialists will not be responsible for finding coverage for a duty when it conflicts with their primary, professional work
- 6.8: Increase expense reimbursement to \$2,000 for every 2 years
- 6.11: Establishing that the District will provide Specialists with locking file storage in each building, and will facilitate a meeting with the Specialists' building principal prior to the assignment of space to discuss space assignment
- 6.12: Increase budget minimum to \$800 per Specialists for necessary supplies and equipment
- 7.2: Provide Specialists with opportunity to receive pay over 22 or 26 pay periods
- 7.3: Provide Specialists with per diem pay in the event they are assigned work related to their area of expertise outside of the contracted work year
- 7.4: Incorporate wage agreement
- 9.7: Provide Specialists with LTD insurance
- 9.8: Provide Specialists with Eyeworks vision insurance
- 9.8: Relocate and narrow STD benefit
- 10.5: Adopt PELRB process for arbitrator selection
- 11.1: Reduce maximum leave day carryover from 110 to 100 and increase per day buyout from \$10 to \$35/day
- 11.2(B): Provide paid child-rearing leave
- 11.3: Provide bereavement leave for grandchildren and specified step-relatives
- 13.1: Clarify that contractual retirement payment is an incentive, increase leave day payout to \$100/day on retirement, and adjust per year retirement incentive to mirror MDEA
- Appendix A: Incorporate wage agreement
- Appendix B: Increase employee contribution to health insurance premium (81/19)

Clarifying Changes to Language

- Replace references to Monadnock Regional School "Board" to "District" as appropriate
- Update definition of bargaining unit and Art. 1.1 to include Board Certified Behavior Analyst
- Move identification of supervisor language from Art. 5.4, as clarified, to separate section (Art. 6.15)
- 6.6: Clarify process for sharing school calendar with Specialists union
- 6.13: Incorporate BCBA into list
- 9.6: Confirm dental insurance

Monadnock Regional School District / Specialists 2020 Negotiations
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- Appendix B: Clarify health insurance buyout process and payment in the event two employees are enrolled in District insurance under a single subscriber

Clean-Up Changes to Language

- 5.5: Address typo
- 6.12: Update example
- 6.14: Relocate travel expense language to improve readability
- 11.2: Eliminate outdated language
- 8: Incorporate into Article 7 to improve readability (Reserve Article 8)
- 7.7: Update example
- 11.4: Address typos and inaccurate references

COLLECTIVE BARGAINING AGREEMENT

between the

SPECIALISTS OF MONADNOCK DISTRICT, SAU 93

and the

MONADNOCK REGIONAL SCHOOL ~~BOARD~~DISTRICT

JULY 1, ~~2021~~2018 – JUNE ~~30, 2024~~20, 2021

**INDEX
ARTICLE**

	DEFINITIONS	3
I & II	RECOGNITION, SCOPE OF AGREEMENT	4
III	NEGOTIATION PROCEDURE	5
IV	ASSOCIATION RIGHTS	7
V	SPECIALIST EVALUATION	8
VI	SPECIALIST EMPLOYMENT	9
VII & VIII	RATES OF PAY, COMPENSATION	12
IX	INSURANCE	13
X	GRIEVANCE PROCEDURE	14
XI	LEAVES OF ABSENCE	17
XII	SENIORITY, LAYOFF, RECALL	20
XIII	RETIREMENT	21
XIV	MISCELLANEOUS PROVISIONS	22
XV	STRIKES AND SANCTIONS	23
XVI & XVII	DURATION, NOTICE UNDER AGREEMENT	24
XVIII	FINAL RESOLUTION	25
APPENDIX A	WAGE SCHEDULE	26
APPENDIX B	INSURANCE	27
APPENDIX C	GRIEVANCE REPORT FORM	28
	WITNESS	31

Definitions

SCHOOL: The term "School," as used in this Agreement, means any work location or functional division maintained by the ~~Board-District~~ where instruction or supervision as assigned by the District, as required by the State, is offered to the children enrolled in the Monadnock Regional School District.

SPECIALISTS: The term "SPECIALISTS," as used in this Agreement, means a person employed by the ~~Board-District~~ as defined in Article 1, Section 1, of this Agreement.

FACULTY REPRESENTATIVE: The term "Faculty Representative," as used in this Agreement, means the Association Representative.

PERSON: The term "Person," as used in this Agreement, means a person employed by the ~~Board-District~~ as defined in Article 1, Section 1, of this Agreement.

PELRB: The term "PELRB," as used in this Agreement, means the New Hampshire Public Employee Labor Relations Board.

BARGAINING UNIT: The Association which represents Psychologists, Occupational Therapists, Occupational Therapy Assistants, Speech Language Pathologists, ~~Board Certified Behavior Analyst,~~ and Speech Language Pathology Assistants, in contract negotiations subject to the provisions of RSA 273-A.

CONDITIONAL EMPLOYEE: A newly hired or re-employed person who has not yet successfully complied with the provisions of RSA 189:13-a (2008). The district may extend a conditional offer of employment to a selected applicant, with a final offer of employment subject to a successfully completed records check including a criminal history records check.

If a selected applicant is extended a final offer of employment, the individual shall be entitled to membership in the collective bargaining unit subject to the requirements of RSA 273-A and shall immediately be covered by the terms and conditions of the collective bargaining agreement.

If the district receives an unsuccessful criminal history records report for a selected applicant, the SAU within 24 hours of receipt of such report, excluding Saturday, Sunday or a holiday dismisses the selected applicant

ARTICLE I

RECOGNITION

1.1 For purposes of collective negotiations, the ~~Board~~District recognizes the Association as the exclusive representative of all Specialists of the Monadnock Regional School District as certified by the PELRB. The term "Specialist" shall include Psychologists, Occupational Therapists, Certified Occupational Therapy Assistants, Speech Language Pathologists, Speech Language Pathology Assistants, and Board Certified Behavior Analysts, but excluding nurses, administrative employees and supervisory employees as defined in RSA 273-A 8, 11.

1.2 Unless otherwise indicated, the term "Specialist" when used in this Agreement shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article 1.

ARTICLE II

SCOPE OF AGREEMENT

2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorizations which by law are vested exclusively in them and this Agreement shall not be construed so as to limit or impair their exclusive statutory powers, discretion and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

ARTICLE III NEGOTIATION PROCEDURE

3.1 On or before June 15th, of the prior year in which this agreement is to expire either party may initiate negotiations in accordance with RSA 273-A. The parties shall meet not later than July 15th at which time the Association will present its proposals. Thereafter, the parties agree to hold a minimum of four (4) formal bargaining sessions prior to October 1st and shall thereafter continue to meet in accordance with RSA 273-A, unless both parties mutually agree to waive this condition.

3.2 The Negotiating Committee of the ~~Board-District~~ and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

3.3 Any agreement reached shall be reduced to writing and signed by the ~~Board-District~~ and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the ~~Board-District~~, unless and until the necessary appropriations have been made by the Annual School District Meeting. The ~~Board-District~~ shall make a good faith effort to secure the funds necessary to implement said agreements.

3.4 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare impasse. In the event of impasse, the rules and procedures for "Resolution of Disputes" as outlined under RSA 273-A:12 shall be followed.

3.5 The cost for the services of the mediator and/or fact finder including per diem expenses, if any, will be shared equally by the ~~Board-District~~ and the Association. In the event the parties cannot agree on a neutral party for fact finding, the New Hampshire Public Employee Labor Relations Board shall appoint the neutral party.

3.6 Determinations and/or recommendations under the provision of Section 3.4 of this Article III will not be binding on the parties.

3.7 If the monies to fund the economic provisions are not appropriated as provided in this Article III, Section 3.3 and/or if either party rejects the recommendations set forth in this Article III,

Section 3.6, then the parties shall do the following:

- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of this Agreement, and:
- B. If either negotiating team rejects the neutral party's recommendations, the neutral party's findings and recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which shall vote to accept or reject so much of the neutral party's recommendations as is otherwise permitted by law.
- C. If either the full membership of the employee organization or the public employer rejects the neutral party's recommendations, the neutral party's findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of the neutral party's recommendations as otherwise is permitted by law.
- D. If the impasse is not resolved, following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board of the public employer if the mediator so chooses.

3.8 The parties may, by mutual agreement, pass over mediation and go directly to fact finding.

3.9 Neither party in any negotiations shall interfere with the selection of the negotiating or bargaining representatives of the other party.

3.10 The parties may, by mutual agreement consider changes to the agreement in the off years of the contract.

ARTICLE IV ASSOCIATION RIGHTS

4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.

4.2 The Association, upon request, will be scheduled on the agenda at faculty meetings or orientation programs as determined by the Superintendent/Principal to present brief reports and announcements.

4.3 The Association will have the right to post notices on its activities and matters of Specialist concerns in Specialists workrooms and shall continue to have the use of the Specialist mail box system and e-mail system.

4.4 Upon notification by an employee in writing by means of a mutually agreeable form provided by the Association, the ~~Board-District~~ will continue its present practice of deducting professional association dues and forwarding such deduction to the Association treasurer. The ~~Board-District~~ shall be held harmless from any and all claims in connection therewith.

4.5 The Association may, with permission from the Building Principal, use school equipment normally used by Specialists for Association activities. However, expendable material will be at the expense of the Association and shall in no event exceed the actual costs to the District as determined by the Superintendent.

4.6 Rights granted to the Association under this Article IV shall not, in the judgment of the ~~Board~~District, be disruptive or injurious to the Monadnock education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the ~~Board-District~~ shall not be arbitrary or capricious.

4.7 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.

4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal or the Building Principal's designee.

4.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under the Agreement.

4.10 Administrative leave shall be granted to Specialists for the purpose of attending the New Hampshire Education Association Delegate Assembly Convention. This shall be limited to no more than two Specialists provided it doesn't interfere with the required compliance pertaining to Special Education Law.

4.11 The Association president or the president's designee shall be provided with a total of two (2) paid professional leave days per year to conduct Association business.

ARTICLE V

SPECIALIST EVALUATION

5.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced Specialists for the purpose of improving services delivered to the students. Specialists shall be evaluated annually.

5.2 The observation of the work performance of a Specialist will be conducted openly.

5.3 Following all formal observations but prior to the written evaluation, the supervisor and Specialist shall meet to discuss the details of the observation. Such a meeting will be within a reasonable time following the observation. Normally, such a meeting will occur within ten (10) school days following the observation. Following the conference, the Specialist will be given a copy of the written evaluation report prepared by the evaluator. The Specialist shall have the right to append a rebuttal before it becomes part of their official file. The forms will then be signed by the Specialist and forwarded to the administration. If the Specialist is dissatisfied with the evaluation, he or she may request additional conference time. Such signature shall indicate only that the report has been read by the Specialist and in no way indicates agreement with the contents thereof.

5.4 The parties recognize and agree that, subject to the provision of this Article V, Specialist evaluation is a supervisory function. The Evaluation will be performed by the Specialists' direct supervisor and will include input from Building Teams, Building Administrators, and teachers. Both parties agree that future changes in the evaluation process will require joint consultation and agreement. ~~The District shall provide each Specialist with notice of the individual who will be performing his or her Evaluation by the first day of school each year.~~

5.5 The Specialists' direct supervisor shall make each new Specialist in the Monadnock school system ~~shall be made~~ aware of the school district's evaluation plan and the criteria, goals, and objectives associated with it, within the first thirty(30) days of their employment.

5.6 Each Specialist shall be entitled to access the Specialist's personnel file during regular office hours upon notice to the Superintendent or the Superintendent's designee except in an emergency situation, in which event the information will be made available within two business days or sooner if possible.

5.7 The Specialist shall have the right to make appropriate response to any material contained in the Specialist's personnel file and such response shall be made a part of the said personnel file. Reproductions of such material may be made by hand or copying machine, if available.

ARTICLE VI

SPECIALIST EMPLOYMENT

6.1 The ~~Board-District~~ agrees to hire only those Specialists who are certified/licensed by the appropriate New Hampshire issuing authority except this provision shall not apply to those members who are actively pursuing a plan approved by the Superintendent. The Superintendent may grant waivers in critical shortage areas.

6.2 For purposes of this Agreement, the period of service shall not be more than one hundred and eighty-eight (188) days, between the first day of work for Specialists and June thirtieth (30th), except that Specialists new to the system shall, in addition to the one hundred eighty-eight (188) days set forth herein, be required to attend one (1) Orientation Day set forth by the Superintendent of Schools. Days are to be allocated as follows:

A. Teaching days are dedicated to student services with the School Board approved Calendar (176 days for the duration of this contract) and will be a minimum of seven and one half hours in duration with an unencumbered lunch period of 25 minutes.

B. Ten days will be in-service days.

C. Two days will be open/close days.

D. Orientation Day (1) for all New Hire Specialists.

6.3 The Association and its members recognize that each Specialist has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a Specialist's day is not necessarily coterminous with that of the pupil.

6.4 Specialists are expected to carry out their professional responsibilities which may include faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as requested. Such meetings will be of reasonable frequency and duration. Before duties are scheduled, the Specialists' direct supervisor shall facilitate a meeting between each Specialist and their respective building principal regarding the scheduling of duties to ensure that, if a Specialist is assigned to duties, such duties are scheduled secondary to the Specialist's primary, professional work and responsibilities and do not interfere with the Specialist's primary, professional work and responsibilities. When a Specialist's primary, professional work or responsibilities, such as Special Education meetings, interfere with ability to attend to a scheduled duty, the Specialist will not be responsible for finding coverage for the duty.

6.5 The Specialists' direct supervisor will contact each Specialist by May 15th of each year to discuss the Specialist's preferred assignment for the ensuing academic year. Except for unusual circumstances, the Specialists' direct supervisor shall notify Specialists of their assignments for the ensuing academic year before their signed annual Specialist contract is due back to the SAU office.

6.6 The Board District shall provide the Association with a draft of the school calendar for the upcoming school year on or by January fifteenth (15th) of the preceding year. The Association agrees to submit to the Board District, for its consideration, suggestions for the school calendar on or before January-February fifteenth (15th) of the preceding year. The Association will

also be given an opportunity to provide input and meet and confer in instances where the school calendar may require or undergo modification during the school year. The ~~Board-District~~ shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

6.7 In-Service Days set forth in Section 6.2 of this Article VI shall be determined with the cooperation of the Association and the parties shall meet and confer as to content. The President of the Association shall be invited to participate in the Administrative meetings which deal with the planning of the in-service workshop days. In any event, the Superintendent shall make the final determination as to content.

6.8 The ~~Board-District~~ agrees to reimburse Specialists at least \$ 2,000 every two years, for expenses incurred in meeting District Staff Development requirements and maintaining licensure/certification as per S.A.U. 93 Staff Development Master Plan. The Superintendent or the Superintendent's identified designee shall approve or disapprove requests for such expenses. Requests for approval shall be made at least fourteen (14) days before the event for which reimbursement is sought, except for extenuating circumstances in which the superintendent – or identified designee may waive such notice, and the Superintendent or the Superintendent's identified designee shall approve or disapprove such requests within fourteen (14) calendar days of the submission of a written request.

(A) The District agrees to meet and confer with the President of the Association in advance of the scheduled professional development days to provide the Association with the opportunity to make recommendations and/or provide input regarding such professional development days.

6.9 The ~~Board-District~~ shall reimburse members of the bargaining unit for required state/national recertification and licensing fees. Reimbursement shall be paid upon receipt of the recertification and/or relicensing. The ~~Board-District~~ shall pay for the cost of criminal background checks.

6.10 During the school year, as soon as the ~~Board-District~~ determines Specialist vacancies, notices will be posted on the official bulletin board in each school as soon as the administration is aware of such vacancies. Such notice shall remain posted for ten (10) consecutive days, excluding Saturdays and Sundays. Such notice shall contain the date of posting, job title, and the name of

the person to which the application is to be submitted. After July first (1st), notices will be posted in the School Administrative Unit Office. A copy of all vacancies shall be forwarded to the Association as soon as the administration is aware of such vacancies. The Association shall be responsible for notifying the administration where to send said notices.

6.11 The District shall provide adequate assigned office space, and locking file storage in each building, that ensures confidentiality of the students being served. While the District retains discretion to assign space as necessary to meet the needs of the District, the Specialists' direct supervisor shall facilitate a meeting between each Specialist and their respective building principal prior to the assignment of office, treatment/assessment, and/or storage space.

6.12 The District shall budget a minimum of ~~provide each Specialist with at least~~ \$600.00~~\$800.00~~ per year per Specialist to be used towards purchasing supplies, equipment, and materials. The minimum amount shall not be used for evaluation testing materials, such as new testing kits, protocols, software/applications, etc., which shall be provided by the District. The District shall retain ownership of all supplies, equipment, and materials purchased with District funds; however, it is understood that some items purchased with these funds may be consumable by Specialists and/or students. Specialists shall submit purchase orders for approval for the current year by the Friday prior to April vacation (for example, orders for the 2021-2022 school year should be submitted by the Friday prior to April vacation of the 2021-2022 school year~~for example, orders for the 2018-2019 school year should be submitted by the Friday prior to April vacation of the 2018-2019 school year~~).

6.13 Specialists (including assistants) in each discipline (Speech Pathology, Psychology, and Occupational Therapy, BCBA) shall be entitled to meet as a group at least five (5) times per year, as scheduled by the Specialists' direct supervisor during the work day, for professional discussion and mentoring. These meetings may be scheduled during professional development/in-service days.

7.46.14 The District shall reimburse Specialists for travel expenses incurred in connection with their employment by the District in accordance with Monadnock Regional School District Board policies DKC and DKC-R.

6.15 To the extent a Specialist's direct supervisor is changed from a prior year, absent exigent circumstances, the District shall provide each Specialist with notice of their direct supervisor by the first

day of the school year.

ARTICLE VII RATES OF PAY

7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be pro-rated at the employee's appropriate salary step for the number of designated days of employment between the first day of work for Specialists in any year and June thirtieth (30th) of any such year, except that Specialists new to the system shall work one hundred and eighty-nine (189) days, as provided in Article VI, Section 6.2D of this agreement.

7.2 Specialists will be paid on the first district payday that they work. All employees -will have an opportunity prior to June 30th to select in writing the 26 pay period with 22 paychecks (balloon option) or 22 pay period option for the school year. They will be paid on the basis of 22 pay periods. All Specialists employed as of July 1, 2013 who receive their pay on a 26 period pay plan may remain on the plan until or unless they choose to move to 22 pay periods. At that time they must continue on the 22 pay period format.

7.3 If requested by the District, Specialists may opt to work the extended year program. If they choose to do so they will do so at their per diem contracted rate. (Daily per diem rate is calculated by dividing the annual salary by the scheduled days actually worked during the normal school year. Hourly rate is calculated by dividing the daily rate by 7.5 hours.) If the SAU authorizes the assignment of work related to a Specialist's area of expertise outside contracted work year, Specialists will be paid their per diem contract rate for such work.

~~7.4 — The District shall reimburse Specialists for travel expenses incurred in connection with their employment by the District in accordance with Monadnock Regional School District Board policies DKC and DKC-R.~~

~~ARTICLE VIII COMPENSATION~~

7.4 The Salary Schedule, for purposes of this Agreement, is set forth in Appendix A

attached hereto. _

~~8.17.4.1~~ Employees on the Salary Schedule will advance from step to step each year that this Agreement is in effect. Off-Step employees will receive wage adjustments in each year of the Agreement on the following schedule:

Three-Year Transition to New Salary Schedule

- ~~(a) Employees hired by the District before July 1, 2018 whose salaries do not exceed the Salary Schedule set forth in Appendix A shall be transitioned onto the Salary Schedule set forth in Appendix A over the three (3) years of this Agreement so that, by the beginning of the third year, each employee shall be paid in accordance with the Salary Schedule. In the first and second year of the Agreement, such employees shall receive one-third of the difference between their June 30, 2018 salary and their third-year salary.~~
- ~~(b) Employees hired by the District before July 1, 2018 whose June 30, 2018 salaries either exceed the Salary Schedule set forth in Appendix A or are within \$1,000 of the "Maximum" step on the Salary Schedule set forth in Appendix A shall be designated "Off Step" and shall receive a cost of living adjustment each year according to the following schedule:~~

~~July 1, 2018~~2021 BAMA Off Step receives 3% increase

MSMA15 Off Step receives ~~1.5~~3% increase

MSMA30 Off Step receives ~~.5~~3% increase

~~July 1, 2019~~2022 BAMA Off Step receives ~~2~~1.5% increase

MSMA15 Off Step receives ~~1.2~~2.5% increase

MSMA30 Off Step receives ~~2~~.5% increase

~~July 1, 2023~~2020 BAMA Off Step receives ~~1.2~~5% increase

MSMA15 Off Step receives ~~.7~~5% increase

MSMA30 Off Step receives ~~.5~~2% increase

Employees ~~hired on or after July 1, 2018~~ who advance past the "Maximum" step on the Salary Schedule while this Agreement is in effect shall ~~also~~ receive a wage adjustment ~~cost of living adjust~~ according to the schedule above as of the first July in which they have advanced past the "Maximum" step.

7.5 No new employee shall be hired at a rate higher than a current employee with equal experience, and no new employee shall be hired on or after July 1, 2018 at a rate greater than the "Maximum" step on the Salary Schedule. New hires shall be placed by the Superintendent on

the same salary schedule step as all other Specialists in the same position who have equivalent years of experience. For purposes of placement on the salary schedule, experience shall be defined as work experience in a public school, private school, or clinical setting. New hires shall be awarded one year of experience credit for every year of employment in their field (e.g., Speech Pathologist, Psychologist, Occupational Therapist, COTA, SLPA, etc.). New hires who have worked in public or private schools as teachers, counselors, or nurses shall be awarded one year of experience credit for every two years employed as a teacher, counselor, or nurse. For purposes of credit for initial step placement on the salary schedule, a “year of employment” will be defined as employment in their field, or as a teacher, counselor, or nurse (as set forth above), for at least 2/3rds of a school year. All information considered by the Superintendent for purposes of calculating a new hire's experience (such as the new hire's resume or excerpted job application) shall be disclosed to the Association upon request.

7.6 For proper placement on the appropriate Salary Schedule degree/credit lane, Specialists will submit their intent to change degree/credit lanes for approval to the Superintendent by November 1st for the next fiscal year. Only credits related to the Specialist's profession will be considered for purposes of Salary Schedule degree/credit lane placement.

~~8.47.7~~ Part-time employee shall advance one step for each school year worked, regardless of the number of days worked per year. Salaries for part-time employees shall be prorated based on their full-time equivalent percentage (FTE). For example, if the salary schedule states that an employee in the MSMA+15 lane at Step 1 earns \$~~55,325~~56,500.00, then a 50% FTE employee in the MSMA +15 lane at Step 1 would earn \$~~27,662.50~~28,250.

ARTICLE VIII

[RESERVED]

ARTICLE IX

INSURANCE

9.1 The ~~Board~~District agrees to maintain in effect an insurance plan chosen by the Specialists so

long as they remain employed by the Monadnock Regional School District. Changes in the carrier may be made by mutual agreement. A summary of the benefits to be provided under said plan is set forth in Appendix B hereto.

9.2 The ~~Board-District~~ agrees to provide sufficient liability coverage so that every Specialist is insured up to at least one million dollars (\$1,000,000) for each incident subject to the policy's limitations and exclusions, including, without limitation, the aggregate limit of liability contained therein. The ~~Board-District~~ will provide proof of coverage by the first day of school each year.

9.3 The ~~Board-District~~ shall provide, without cost to the employee, group term life insurance in a sum equal to \$50,000.00.

9.4 An employee on unpaid leave shall have the option of continuing the employee's insurance coverage(s) at the group rate, provided that she/he pays the District for the appropriate premiums where such coverage is not prohibited by the carrier.

9.5 An employee shall be entitled to the full amount of the District's contribution to the cost of benefits listed in this Article and Appendix B if the employee works at least the equivalent four (4) days per week. If the employee works less than the equivalent four (4) days per week, then the District shall make a pro-rated contribution based on the number of equivalent days per week the employee works. By way of example only, if an employee works the equivalent of three (3) days per week, then the District will pay sixty percent (60%) of the full amount of its contribution to the cost of benefits; and if the employee works the equivalent of two (2) days per week, then the District will pay forty percent (40%) of the full amount of its contribution to the cost of benefits. For purposes of Article 9.5, "full amount of contribution" means the amount the District contributes toward the cost of health insurance and dental insurance for an employee who works at least the equivalent of four (4) days per week.

9.6 The District~~Board~~ agrees to pay each year 90% of the current year's Delta Dental Insurance Plan C or its equivalent, which pays up to 100% of coverage A, 80% of coverage B, 50% of coverage C, 0 deductible a year, and maximum coverage of \$1,000 a person a year. Coverage D, Orthodontia, is added at 50% coverage with a lifetime maximum coverage of \$1,000 per person.

9.7 The District agrees to pay each year up to 100% of the preceding year's long term disability insurance

coverage, which becomes available either after any available STD benefit is exhausted or after 120 days, whichever is longer, with benefits to the SSNRA, affording 70% of pay to a maximum of \$3,500 per month.

9.8 The District agrees to offer eligible employees vision coverage through the EyeWorks. To the extent there is a cost associated with such coverage, the District will contribute 82% of the premium cost for such coverage for all employees working at least 30 hours per week. Employees who work less than 30 hours per week shall not be eligible to receive vision benefits.

The District shall also make VSP Choice Plan B vision insurance available to eligible employees at 100% employee cost.

9.8 If an employee is unable to report to work due to a non-work related injury, illness, or medical condition; has exhausted all of their own leave days; and is ineligible for LTD insurance as provided in Article 9.7, then the District will provide a short-term disability benefit equal to sixty (60) percent of the employee's salary, up to a maximum weekly benefit of \$600, until the employee is eligible to enroll in LTD benefits. In no event will short-term disability be provided for more than 120 calendar days.

ARTICLEX

GRIEVANCE PROCEDURE

10.1 Definition

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment, including but not limited to non-renewals and terminations, of a Specialist or group of Specialists based upon the interpretation, application, or violation of any of the provisions of this Agreement. Terminations or non-renewals will be based on just cause. An "aggrieved Specialist" is the person or persons making the claim. All time limits specified in this Article shall mean school days. School days for the purposes of this Article are defined as days that are scheduled as instructional or Specialist workshop days on the published school calendar. Snow or emergency days are not considered school days.

10.2 Purpose

The parties acknowledge that it is more desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. The first step in any grievance will be an informal meeting so that the parties may come to an agreement before initiating the formal grievance process. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix C attached hereto) and referred to the following formal grievance procedure (and a copy shall be sent to the immediate supervisor).

10.3 Right of Representation

A Specialist covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to the Specialist requesting such representation.

10.4 Time Limit

A grievance to be considered under this procedure must be initiated in writing by the employee within 30 school days of its occurrence, or within 30 school days of when the Specialist should have known of its occurrence. However, these time limits will apply only after either party determines the informal process is not working.

10.5 Formal Procedure

The grievance shall state the specified alleged violation or condition with proper

reference to the contract Agreement. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of any such grievance.

LEVEL A. Within three (3) days of receipt of a formal grievance, the Supervisor shall meet with the aggrieved Specialist. Within five (5) days following any such meeting, the Supervisor shall give the Supervisor's answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of an answer given at this level.

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

LEVEL C. The Board or committee thereof shall meet with the participants of Level B and examine the facts of the grievance. The School Board shall meet with the Association within fifteen (15) days of the receipt of the grievance. The Board shall submit its written response within fifteen (15) days of the meeting.

LEVEL D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall first attempt to mutually agree upon an acceptable arbitrator. If the parties are unable to agree, they shall apply to the New Hampshire Public Employee Labor Relations Board to appoint one. apply to the American Arbitration Association to name an arbitrator under the rules and procedures for obtaining the service. The arbitrator shall use arbitrator's best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be advisory. The parties agree to share equally in the compensation and expenses of the arbitrator.

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

10.7 Upon selection and certification by the Association, the ~~Board-District~~ shall recognize an Association Grievance Committee.

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

10.9 A grievance, in order to be considered further must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

10.10 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school terms, or as soon thereafter as is practical. The parties may, by mutual agreement, recommence a grievance filed on or after June first (1st) at the beginning of the following school year.

10.11 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.

10.12 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

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

ARTICLE XI

LEAVES OF ABSENCE

11.1 Specialists shall, at the beginning of the year be granted thirteen (13) days leave at their applicable salary. These are for use in the event of personal or family illness, important religious obligations, the death of a close friend or relative not covered under Section 11.3 of this contract, and unexpected situations that demand immediate action and for which no other leave provision applies. Work connected disability covered by the New Hampshire Workers' Compensation Laws will be excluded.

(A) Employees shall not be permitted to carry over more than 100 days from one year

to the next. At the end of the school year, any accumulated days in excess of 100 will be dropped from the accumulation and the employee will be compensated for those excess days at the rate of ten (\$~~1035~~) per day, to be paid the following September of the employee's returning to work.

11.2 Maternity leave: A leave of absence shall be granted to female employees affected by pregnancy, child birth or related medical conditions provided the employee supplies a physician's statement that she is not able to conduct her duties. Such leave shall be treated as any other personal disability and shall run concurrently with the employee's FMLA leave. Maternity leave shall fall under the guidelines of state law, the FMLA, and the District's FMLA policy.

(A) An employee who becomes pregnant will notify her supervisor in writing ninety (90) days prior to the date of disability except in case of emergency. ~~Continued employment shall be~~

~~(B) permitted as long as the employee is able to perform her duties adequately and can supply the Board with sufficient medical evidence to ensure her health and safety. The Board shall be held harmless from any and all claims related to her pregnancy if that employee elects to continue working while pregnant.~~

(C) Paid Child-Rearing Leave: All employees are entitled to receive fifteen (15) consecutive days of paid child rearing leave during the first fifteen (15) days after the birth or adoption of a child. In the case of adoptions, the period of leave shall commence when the child is physically turned over to the employee or earlier if required by circumstances.

In the event both parents work for the district, one of the employees may opt to either take fifteen (15) consecutive days of said leave within fifteen (15) days of the birth or adoption or fifteen (15) consecutive days at any time during the first six weeks after the date of the birth or adoption of a child, with the scheduling approved by the Superintendent. Following the fifteen (15) days of paid child rearing leave, the employee may elect to use other paid leave to which they are otherwise eligible.

(D) Unpaid child-rearing leave: An employee who has exhausted all paid benefits (i.e., sick leave, paid child-rearing leave, etc.) and/or is otherwise ineligible for other disability leave, may take an unpaid leave of absence of up to two (2) full school semesters following the adoption

or birth of a child, provided that the total leave does not exceed two (2) full school semesters.

(C) To qualify for child-rearing leave, the employee shall notify the principal of the employee's intent to take leave in writing ninety (90) days prior to the date on which the leave is to begin except in cases of emergency.

(D) The employee's position shall be held for up to two (2) full school semesters and upon return from unpaid child-rearing leave, the employee shall be restored to her former position. To minimize disruption of the school system, employees are encouraged to return at the beginning of a school year but in no event shall they return at any time other than the beginning of a semester. If for any reason that employee's position is eliminated while on leave, that employee shall be offered the first available position for which she is certified and qualified.

~~Paid Child-Rearing Leave: All employees are entitled to receive fifteen (15) consecutive days of paid child rearing leave during the first fifteen (15) days after the birth or adoption of a child. In the case of adoptions, the period of leave shall commence when the child is physically turned over to the employee or earlier if required by circumstances.~~

- (E) In the event both parents work for the district, one of the employees may opt to either take fifteen (15) consecutive days of said leave within fifteen (15) days of the birth or adoption or fifteen (15) consecutive days at any time during the first six weeks after the date of the birth or adoption of a child, with the scheduling approved by the Superintendent. Following the fifteen (15) days of paid child rearing leave, the employee may elect to use other paid leave to which they are otherwise eligible.

11.3 Specialists shall be entitled to up to five (5) paid Bereavement days per occurrence for funeral in the immediate family. Immediate family as used in this Section shall mean mother, father, brother, sister, spouse, children, grandparent, grandchild and significant others of employee and the same relatives of the employee's spouse, and the same step-relatives. To be eligible for leave under this Section, written request shall be presented to the Superintendent at least twenty-four (24) hours prior to any such leave, except for extenuating circumstances when the Superintendent may waive such notice.

11.4 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall, if requested by such employee, receive the employee's net difference between Workers' Compensation payments and the employee's full pay at the employee's applicable salary rate and such payment by the Board-District shall continue until any such employee has used all of the employee's accumulated sick pay. Thereafter, the employee shall continue to receive only those monies paid to the employee under the provision of the Worker's

Compensation Law of the State of New Hampshire. Amounts paid by the ~~Board~~District under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, etcetera). In no event shall any employee receive monies in excess of the regular net earnings to which the employee was entitled prior to any such ~~Workmen's~~Workers' Compensation claim. Deductions to the Specialist's ~~sick~~ leave shall be pro-rated.

11.5 Military leave of absence shall be granted by the ~~Board~~District in accordance with state and federal statutes.

11.6 An employee called as juror will receive the employee's normal pay checks and will sign over to the district the employee's juror earnings. An employee who is subpoenaed to serve as a witness in any legal proceeding relates to his or her employment with the District shall be granted paid leave necessary to comply with such subpoena and such leave shall not be deducted from the employee's personal, sick, or other leaves provided for in this Agreement.

11.7 An employee called to serve an annual training tour of duty with the National Guard or Armed Forces Reserves will, for ten (10) school days, be paid the difference between the employee's pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.

11.8 Specialists will be encouraged to take professional days for the benefit of the school district and granted at least three (3) days per school year. Professional days, with or without pay, shall be at the sole discretion of the Superintendent of Schools, or the Superintendent's designee.

11.9 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the ~~Board~~District.

~~The Board agrees to pay for a short term disability insurance policy which begins on the eighth day of illness or the first day of an accident for a period not to exceed twenty-six (26) weeks. This plan shall provide income replacement of sixty (60) percent of an employee benefit with a maximum weekly benefit of \$600. In order to be eligible for disability under this section, an employee must first have exhausted his/her own sick leave.~~

11.10 Employees will be entitled to three (3) paid personal leave days per year (non-

cumulative) for each year of the agreement. Subject to administrative approval, leave shall be granted provided the employee follows the procedure outlined below:

- a. Employees shall submit notice of the personal leave day(s) in accordance with the District's established protocols and procedures.
- b. Twenty-four (24) hours' notice shall be provided except in emergencies.

ARTICLE XII

SENIORITY, LAYOFF AND RECALL

12.1 No later than October 31st of each school year, the employer will develop a seniority list for the Specialists. Seniority will be defined as the length of uninterrupted service within the district as a Specialist in the area for which they are licensed or certified and shall be determined from the first day that the Specialist began work. Authorized leaves are not considered a break in service. In the event of a tie, a Specialist with prior employment within the district in any capacity will be given preference. If such prior employment does not exist, then those individuals will participate in a drawing to determine seniority.

12.2 In the event of a RIF, the following criteria will be used:

- a. Length of time in District as a Specialist in the area for which they are licensed/certified (seniority)
- b. Satisfactory evaluations. Specialists with two consecutive unsatisfactory evaluations will be subjected to a RIF first.

12.3 Recall rights shall be as follows:

- a. Recall rights shall extend for a period of twenty-four months following the Specialist's last day of employment. Specialists shall be recalled in reverse order of layoff.
- b. The Specialist concerned will be responsible for notifying the District of his/her current contact information no later than July, 31st. This notification will be documented by receipt

from an administrator at the SAU.

12.4 Refusal to accept an offer of "like" employment, defined as the same number of hours, at least the same hourly pay, and similar benefits aligned to the current agreement, from the District, or failure to respond to such notice within 72 hours from the time contact is made and acknowledgement of the offer is obtained, either verbally or electronically, will terminate all recall rights. By acknowledging that the person will take the position, the employee will be allowed up to ten (10) business days from the date of acknowledgement to work out a notice if necessary. The employee will state that need at the time of accepting the recall position.

12.5 In the case of a RIF (layoff), if the Specialist is recalled, he/she will retain all seniority and years of service (for purposes of placement on the salary schedule) within the District based on the effective date of the layoff.

ARTICLE XIII

RETIREMENT

The Monadnock Regional School District offers regular retirement to Specialists employed by the District. The time frames indicated for application are to allow for easy transitioning and budgeting purposes. The member should make an appointment with the New Hampshire Retirement System for discussions of their retirement options.

13.1 Any full time member of the bargaining unit who is at least fifty-five (55) years of age and whose age, plus years of service in the District equals seventy-five (75) may apply for regular retirement, as long as they have at least fifteen (15) years of service in the District. A letter of application declaring the intent to retire shall be sent to the School Board via the Superintendent of SAU #93 eighteen (18) months prior to the retirement date. The member may retire in June with written notice given in the preceding January; however, benefits will be paid in eighteen (18) months from the date of the notice.

A. The member shall be paid the following as part of ~~the a~~ retirement incentive:

1. Any member retiring pursuant to the provisions of Article 13.1 shall be paid \$100.00~~\$75.00~~ per day for all accumulated leave days.

2. Members retiring pursuant to the provisions of Article 13.1 shall be paid

an amount per year of service on the following schedule:

- a. 15-19 years of employment with the District: \$75.00 per year;
- b. 20-24 years of employment with the District: \$100 per year;
- c. 25-29 years of employment with the District: \$125 per year;
- d. 30--~~34~~ or more years of employment with the District: ~~\$175-150~~ per year;
- e. 35+ years of employment with the -District: \$200 per year.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

14.2 The ~~Board-District~~ and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Specialists, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, disability, membership and/or activity in the Association.

14.3 The District shall post this Agreement on the District's website within thirty (30) days of voter approval; provided, however, that the District specifically disclaims any liability for the failure or interruption of the website. Printed copies of this Agreement shall be provided by the SAU upon request.

14.4 Any individual contract, heretofore or hereafter executed, between the ~~Board-District~~ and an individual Specialist, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, it shall be considered invalid and this Agreement, during its duration shall be controlling. Specialists shall be notified as soon as known of any changes in contract

assignment. If the Specialist requests the Superintendent will provide an opportunity to meet and discuss the change. Every reasonable effort shall be made by the Specialist and Superintendent to meet prior to the implementation of the change. In the event that the matter is not resolved, the affected Specialist shall the right to present the matter to the School Board. The decision of the Board shall be final.

14.5 No Specialist will be disciplined or reprimanded except for just cause, and any Specialist who alleges to be aggrieved under this Section 14.5 shall have the full access to the Grievance Procedures of this Agreement.

14.6 A Specialist's contract shall only be non-renewed as provided in RSA 189:14-a. In any event, any such Specialist shall be given reasons in writing. In addition, Specialists may use the Grievance Procedure in order to address non-renewals.

14.7 While on duty and for purposes of this Agreement, just cause shall include, but not be limited to, excessive lost time, excessive absenteeism, insubordination, or assault.

ARTICLE XV

STRIKES AND SANCTIONS

15.1 The Association and the ~~Board-District~~ subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the ~~Board-District~~ engage in any form of lockout against Specialists. The terms and conditions of this Article shall apply only to this school district.

ARTICLE XVI

DURATION

16.1 This Agreement shall be binding upon the Monadnock Regional School District and the Specialists of the Monadnock District SAU 93/NEA-NH Association.

16.2 Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties hereto, and shall continue and remain in force and effect to and including June 30, ~~2021~~2024, when it shall expire unless an extension is agreed to by both parties in writing prior to such date.

ARTICLE XVII

NOTICE UNDER AGREEMENT

17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Monadnock Regional School District Board Chairman, 600 Old Homestead Highway, Swanzey, New Hampshire 03446.

17.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President of the Association at the President's current address.

17.3 Either party, by written notice, may change the address to which future written notices shall be sent

ARTICLE XVIII

FINAL RESOLUTION

18.1 This Agreement represents the final resolution of all matters in dispute between the parties.

_____ Date _____

_____ Date _____

APPENDIX A

BS/BA/MS/MA		MS/MA+15		MS/MA+30		SLPA/COTA	
BAMA-0	\$52,000.00	MSMA15-0	\$54,000.00	MSMA30-0	\$56,000.00	Step 1	\$37,000.00
BAMA-1	\$53,000.00	MSMA15-1	\$55,000.00	MSMA30-1	\$57,000.00	Step 2	\$38,000.00
BAMA-2	\$54,000.00	MSMA15-2	\$56,000.00	MSMA30-2	\$58,000.00	Step 3	\$39,000.00
BAMA-3	\$55,000.00	MSMA15-3	\$57,000.00	MSMA30-3	\$59,000.00	Step 4	\$40,000.00
BAMA-4	\$56,000.00	MSMA15-4	\$58,000.00	MSMA30-4	\$60,000.00	Step 5	\$41,000.00
BAMA-5	\$57,000.00	MSMA15-5	\$59,000.00	MSMA30-5	\$61,000.00	Step 6	\$42,000.00
BAMA-6	\$58,000.00	MSMA15-6	\$60,000.00	MSMA30-6	\$62,000.00	Step 7	\$43,000.00
BAMA-7	\$59,000.00	MSMA15-7	\$61,000.00	MSMA30-7	\$63,000.00	Step 8	\$44,000.00
BAMA-8	\$60,000.00	MSMA15-8	\$62,000.00	MSMA30-8	\$64,000.00	Step 9	\$45,000.00
BAMA-9	\$61,000.00	MSMA15-9	\$63,000.00	MSMA30-9	\$65,000.00	Step 10	\$46,000.00
BAMA-10	\$62,000.00	MSMA15-10	\$64,000.00	MSMA30-10	\$66,000.00	Step 11	\$47,000.00
BAMA-11	\$63,000.00	MSMA15-11	\$65,000.00	MSMA30-11	\$67,000.00	Step 12	\$48,000.00
BAMA-12	\$64,000.00	MSMA15-12	\$66,000.00	MSMA30-12	\$68,000.00	Step 13	\$49,000.00
BAMA-13	\$65,000.00	MSMA15-13	\$67,000.00	MSMA30-13	\$69,000.00	Step 14	\$50,000.00
BAMA-14	\$66,000.00	MSMA15-14	\$68,000.00	MSMA30-14	\$70,000.00	Step 15	\$51,000.00
BAMA-15	\$67,000.00	MSMA15-15	\$69,000.00	MSMA30-15	\$71,000.00	Max Step	\$52,000.00
BAMA-Max	\$69,000.00	MSMA15-Max	\$71,000.00	MSMA30-Max	\$73,000.00		

2021-22									
BS/BA/MS/MA		MS/MA+15		MS/MA+30		SLPA/COTA			
BAMA-0	\$53,500	MSMA15-0	\$55,500	MSMA30-0	\$57,500	Step 1	\$42,000		
BAMA-1	\$54,500	MSMA15-1	\$56,500	MSMA30-1	\$58,500	Step 2	\$43,000		
BAMA-2	\$55,500	MSMA15-2	\$57,500	MSMA30-2	\$59,500	Step 3	\$44,000		
BAMA-3	\$56,500	MSMA15-3	\$58,500	MSMA30-3	\$60,500	Step 4	\$45,000		
BAMA-4	\$57,500	MSMA15-4	\$59,500	MSMA30-4	\$61,500	Step 5	\$46,000		
BAMA-5	\$58,500	MSMA15-5	\$60,500	MSMA30-5	\$62,500	Step 6	\$47,000		
BAMA-6	\$59,500	MSMA15-6	\$61,500	MSMA30-6	\$63,500	Step 7	\$48,000		
BAMA-7	\$60,500	MSMA15-7	\$62,500	MSMA30-7	\$64,500	Step 8	\$49,000		
BAMA-8	\$61,500	MSMA15-8	\$63,500	MSMA30-8	\$65,500	Step 9	\$50,000		
BAMA-9	\$62,500	MSMA15-9	\$64,500	MSMA30-9	\$66,500	Step 10	\$51,000		
BAMA-10	\$63,500	MSMA15-10	\$65,500	MSMA30-10	\$67,500	Step 11	\$52,000		
BAMA-11	\$64,500	MSMA15-11	\$66,500	MSMA30-11	\$68,500	Step 12	\$53,000		
BAMA-12	\$65,500	MSMA15-12	\$67,500	MSMA30-12	\$69,500	Step 13	\$54,000		
BAMA-13	\$66,500	MSMA15-13	\$68,500	MSMA30-13	\$70,500	Step 14	\$55,000		
BAMA-14	\$67,500	MSMA15-14	\$69,500	MSMA30-14	\$71,500	Step 15	\$56,000		
BAMA-15	\$68,500	MSMA15-15	\$70,500	MSMA30-15	\$72,500	Max Step	\$57,000		
BAMA-Max	\$69,500	MSMA15-Max	\$71,500	MSMA30-Max	\$73,500				

2022-23										
BS/BA/MS/MA		MS/MA+15		MS/MA+30		SLPA/COTA				
BAMA-0	\$54,200	MSMA15-0	\$56,200	MSMA30-0	\$58,200	Step 1	\$42,000			
BAMA-1	\$55,200	MSMA15-1	\$57,200	MSMA30-1	\$59,200	Step 2	\$43,000			
BAMA-2	\$56,200	MSMA15-2	\$58,200	MSMA30-2	\$60,200	Step 3	\$44,000			
BAMA-3	\$57,200	MSMA15-3	\$59,200	MSMA30-3	\$61,200	Step 4	\$45,000			
BAMA-4	\$58,200	MSMA15-4	\$60,200	MSMA30-4	\$62,200	Step 5	\$46,000			
BAMA-5	\$59,200	MSMA15-5	\$61,200	MSMA30-5	\$63,200	Step 6	\$47,000			
BAMA-6	\$60,200	MSMA15-6	\$62,200	MSMA30-6	\$64,200	Step 7	\$48,000			
BAMA-7	\$61,200	MSMA15-7	\$63,200	MSMA30-7	\$65,200	Step 8	\$49,000			
BAMA-8	\$62,200	MSMA15-8	\$64,200	MSMA30-8	\$66,200	Step 9	\$50,000			
BAMA-9	\$63,200	MSMA15-9	\$65,200	MSMA30-9	\$67,200	Step 10	\$51,000			
BAMA-10	\$64,200	MSMA15-10	\$66,200	MSMA30-10	\$68,200	Step 11	\$52,000			
BAMA-11	\$65,200	MSMA15-11	\$67,200	MSMA30-11	\$69,200	Step 12	\$53,000			
BAMA-12	\$66,200	MSMA15-12	\$68,200	MSMA30-12	\$70,200	Step 13	\$54,000			
BAMA-13	\$67,200	MSMA15-13	\$69,200	MSMA30-13	\$71,200	Step 14	\$55,000			
BAMA-14	\$68,200	MSMA15-14	\$70,200	MSMA30-14	\$72,200	Step 15	\$56,000			
BAMA-15	\$69,200	MSMA15-15	\$71,200	MSMA30-15	\$73,200	Max Step	\$57,000			
BAMA-Max	\$70,200	MSMA15-Max	\$72,200	MSMA30-Max	\$74,200					

2023-24										
BS/BA/MS/MA		MS/MA+15		MS/MA+30		SLPA/COTA				
BAMA-0	\$54,900	MSMA15-0	\$56,900	MSMA30-0	\$58,900	Step 1	\$42,000			
BAMA-1	\$55,900	MSMA15-1	\$57,900	MSMA30-1	\$59,900	Step 2	\$43,000			
BAMA-2	\$56,900	MSMA15-2	\$58,900	MSMA30-2	\$60,900	Step 3	\$44,000			
BAMA-3	\$57,900	MSMA15-3	\$59,900	MSMA30-3	\$61,900	Step 4	\$45,000			
BAMA-4	\$58,900	MSMA15-4	\$60,900	MSMA30-4	\$62,900	Step 5	\$46,000			
BAMA-5	\$59,900	MSMA15-5	\$61,900	MSMA30-5	\$63,900	Step 6	\$47,000			
BAMA-6	\$60,900	MSMA15-6	\$62,900	MSMA30-6	\$64,900	Step 7	\$48,000			
BAMA-7	\$61,900	MSMA15-7	\$63,900	MSMA30-7	\$65,900	Step 8	\$49,000			
BAMA-8	\$62,900	MSMA15-8	\$64,900	MSMA30-8	\$66,900	Step 9	\$50,000			
BAMA-9	\$63,900	MSMA15-9	\$65,900	MSMA30-9	\$67,900	Step 10	\$51,000			
BAMA-10	\$64,900	MSMA15-10	\$66,900	MSMA30-10	\$68,900	Step 11	\$52,000			
BAMA-11	\$65,900	MSMA15-11	\$67,900	MSMA30-11	\$69,900	Step 12	\$53,000			
BAMA-12	\$66,900	MSMA15-12	\$68,900	MSMA30-12	\$70,900	Step 13	\$54,000			
BAMA-13	\$67,900	MSMA15-13	\$69,900	MSMA30-13	\$71,900	Step 14	\$55,000			
BAMA-14	\$68,900	MSMA15-14	\$70,900	MSMA30-14	\$72,900	Step 15	\$56,000			
BAMA-15	\$69,900	MSMA15-15	\$71,900	MSMA30-15	\$73,900	Max Step	\$57,000			
BAMA-Max	\$70,900	MSMA15-Max	\$72,900	MSMA30-Max	\$74,900					

APPENDIX B

The ~~School Board~~District agrees to provide health insurance coverage through the following health care plan options to employees covered under this Agreement:

1. BC3TDR – RX 10/20/45
2. AB20IPDED – RX 10/20/45
3. AB5 – RX 10/20/45
4. BC3T15IPDED – RX 10/20/45

Employees may select single, two person, or family plans. During the term of this Agreement, the District shall pay eighty~~one-two~~ percent (8~~12~~%) of the BC3TDR – RX 10/20/45 plan (single, two person, or family) or the cash equivalent towards any of the other plans.

Any employee who chooses not to be enrolled in a district sponsored health insurance plan shall receive a yearly cash disbursement to be paid at the end of each school year, upon proof of coverage through an alternate employer-sponsored health insurance. To be eligible to receive the applicable buy-out amount, proof of alternate employer-sponsored health insurance must be provided to the Business Office by May 1st or upon a qualifying change in status, whichever is later. The annual cash disbursement amount shall be \$2,500 for employees otherwise eligible to enroll in single coverage through the District, \$4,000 for employees otherwise eligible to enroll in two-person coverage through the District, and \$5,000 for employees otherwise eligible to enroll in family coverage through the District. These payments may be prorated for part-time employees. The disbursement amount shall be prorated for any employee who was not enrolled on alternative coverage through another employer-sponsored plan for the entire fiscal year.

If any employee is enrolled in District health insurance through another District employee (i.e., where one employee is the primary subscriber and the second employee is enrolled under the primary employee's plan), the non-subscribing employee shall be eligible to receive a disbursement amount equal to the premium cost share paid by the subscribing employee, up to the cash disbursement amount that the non-subscribing employee would be eligible to receive if they were enrolled in non-District health insurance.

Notwithstanding the foregoing, the District and the Union agree that if the insurance premium cost for the BC3TDR – RX 10/20/45 insurance plan will trigger the application of the so-called “Cadillac Tax,” as it may be amended, the parties shall also follow the procedure below:

- i. It is agreed that the District or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan(s) that may be necessary to avoid the application of the Cadillac Tax to the District or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The District shall assist the Union in obtaining plan design and pricing information from insurance providers.
- ii. If within ninety (90) days of either party’s request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan(s) necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:
 1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article 10.5, Level D.
 2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
 3. The District and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax and redistribute any savings realized as a result of changing insurance plans. The District and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.

4. The arbitrator shall be empowered to select either the District's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

iii. Nothing in Appendix B shall be construed as requiring the District or the Union to submit any other dispute that may arise between them to interest arbitration or binding arbitration.

APPENDIX C
GRIEVANCE REPORT FORM

Grievance No. _____ School District _____

To _____
(Name of Principal)

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Association

School: _____

Name of Grievant: _____

Date Filed: _____

LEVEL A

Date of Grievance _____

1. Statement of Grievance (Be sure to include the specific violation or condition with proper reference to the contract agreement.)

2. Relief Sought:

Signature _____

Date _____

Answer given by Principal:

Signature _____

Date _____

Position of Grievant: _____

Signature_____

Date_____

LEVEL B

Date received by Superintendent_____

Answer given by Superintendent:

Signature_____

Date_____

Position of Grievant:

LEVEL C

Date submitted to School Board:

Answer given by School Board: _____

Signature_____

Date_____

Position of Grievant:

LEVEL D

Date submitted to Advisory Arbitration_____

Disposition of Arbitrator:

Signature_____

Date_____

Signature_____

Date_____

Position of Grievant:

IN WITNESS WHEREOF the parties have executed this agreement on this
____24th day of ~~June~~ ____2020~~15~~.

MONADNOCK REGIONAL SCHOOL ~~BOARD-DISTRICT~~ by:

SPECIALISTS OF MONADNOCK, SAU 93 ASSOCIATION by:

Monadnock Regional School District / MDEA 2020 Negotiations
Summary of Tentative Agreements

Wages and Benefits

Wages

- Provide uniform wage increase for employees moving on steps and off-step employees
- Provide Career-Designated employees with 2.75% increase

Insurance – Modify insurance split from 82/18 to 81/19

Total Cost:	\$309,065	2.28% Increase on Cost of Contract w/o increased NHRS impact
	\$317,754	2.34% Increase on Cost of Contract w/ increased NHRS impact

Language Changes

Substantive Changes to Language

- 1 year contract term
- 6.2: Provide \$27/hour pay for assigned work performed outside of the contracted work year
- 6.4: Confirm that nurses will not be assigned to duties that interfere with the performance of their primary healthcare responsibilities
- 6.5: Increase rate of pay for necessary preparation work due to involuntary reassignment to \$27/hour
- 6.11: Increase rate of pay for covering a class during a teacher's preparation period to \$27
- 7.3: Provide RNs without a BA with pay equal to 100% of the BA lane
- 7.4.2: Incorporate wage agreement
- 9.1: Modify insurance premium split to 81/19
- 9.8: Offer employees opportunity to receive EyeWorks vision coverage at 82/18 split (currently no cost)
- 10.5: Adopt PELRB process for arbitrator selection
- 11.6: Allow employees bereavement leave for the death of specified step-relatives
- Appendix A: Update consistent with wage agreement

Clarifying Changes to Language

- 1.1: Update recognition clause to include Out of District Case Manager/Court Liaison position
- 5.1-5.8: Update language to reflect that evaluation system applies to both teachers and nurses
- 5.9: Replace "founded" with more accurate language ("substantiated")
- 6.8(A): Clarify time frame for submitting proof of completion of courses and process for unutilized tuition assistance funds
- 6.8(B): Clarify that college loan reimbursement is available to nurses, as well as teachers
- 7.8.3: Confirm one-time payment for Career Rate employees who achieve lane changes
- 7.14: Confirm per diem pay for Out of District Case Manager/Court Liaison position
- 9.1.1: Confirm insurance buy-out payment process when two employees are enrolled in District insurance through a single subscriber
- 11.14: Clarify that sabbatical can be permitted to nurses, as well as teachers
- 13.1: Clarify that contractual retirement payment is an incentive program

Clean-Up Changes to Language

- Eliminate out-of-date link in Table of Contents
- 1.2: Move language to Definition section
- 6.9: Address typo
- 8: Incorporate into Article 7 to improve readability
- 7.13: Relocate longevity program (without modification) for readability

Monadnock Regional School District / MDEA 2020 Negotiations
Summary of Tentative Agreements

- Reserve Article 8
- Incorporate Appendix B (Insurance) language into Article 9 and clean-up internal references)
- 11.4(B): Eliminate out-of-date language
- 11.7: Address typo
- Appendix C: Update consistent with individual contract currently used by District
- Updated Signatories

AGREEMENT
between the
MONADNOCK DISTRICT
EDUCATION ASSOCIATION and the
MONADNOCK REGIONAL
SCHOOL DISTRICT
~~2019-2021~~2021-2022

INDEX

ARTICLE		
	AGREEMENT	1
	DEFINITIONS	2
I	RECOGNITION	3
II	SCOPE OF AGREEMENT	4
III	NEGOTIATION PROCEDURE	5
IV	ASSOCIATION RIGHTS	7
V	EMPLOYEE EVALUATION	8
VI	EMPLOYMENT	9
	Number of Days	9
	Assignments	9
	School Calendar	9
	Curriculum and Instructional Improvement Days	10
	Course Reimbursement	10
	College Loan Reimbursement	11
	Master's Degree Recognition	11
	Vacancies	11
	Transfers	11
	Preparation Time	12
VII	RATES OF PAY	13
VIII	COMPENSATION	14
IX	INSURANCE	15
X	GRIEVANCE PROCEDURE	17
XI	LEAVES OF ABSENCE	20
	Leave	20
	Child Rearing Leave	20
	Sick Leave Bank	21
	Funeral Leave	21
	Workers' Compensation	22
	Military Leave	22
	Jury Duty	22
	Military Training	22
	Professional Days	22
	Other Leave	22
	Sabbatical Fellowships	22
		23
XII	SENIORITY, LAY OFF AND RECALL	24
XIII	RETIREMENT	27

XIV	MISCELLANEOUS PROVISIONS	29
	Severability Clause	29
	Non-Discrimination	29
	Individual Contracts	29
	Inconsistencies	29
	Discipline, Reprimand	29
	Non-Renewal	29
XV	STRIKES AND SANCTIONS	30
XVI	DURATION OF AGREEMENT	31
XVII	NOTICE UNDER AGREEMENT	32
XVIII	FINAL RESOLUTION	33

APPENDICES

A	SALARY SCHEDULE 2012-13	34
	SALARY SCHEDULE 2013-14	35
	SALARY SCHEDULE 2014-15	36
	SALARY SCHEDULE 2015-16	37
B	INSURANCE	38
C	EMPLOYEE CONTRACT	39
D	DUES DEDUCTION FORM	40
E	GRIEVANCE REPORT FORM	41
F-1	LIMITS ON PERSONAL LEAVE	43
G	SIGNATURES	44

The following is a link to the New Hampshire government website, containing the text of all statutes cited in this Agreement:

<http://www.nh.gov/government/laws.html>

AGREEMENT

~~2018—2019~~2021-2022

This agreement entered into this day of July 1, 2021~~18~~, by and between the Monadnock Regional School District Board, hereinafter called the “Board,” and the Monadnock District Education Association, affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the “Association.” Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

DEFINITIONS

SCHOOL: The term “School,” as used in this Agreement, means any work location or functional division maintained by the Board where instruction or supervision as assigned by the District, as required by the State, is offered to the children enrolled in the Monadnock Regional School District.

TEACHER: The term “Teacher,” as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement and does not include nurses.

NURSE: A nurse is defined as a Registered Nurse or a Licensed Practical Nurse licensed by the State of New Hampshire Board of Nursing.

FACULTY REPRESENTATIVE: The term “Faculty Representative,” as used in this Agreement, means the Association Representative.

PERSON: The term “Person,” as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

PELRB: The term “PELRB,” as used in this Agreement, means the New Hampshire Public Employee Labor Relations Board.

EMPLOYEE: When used in this Agreement, the term “Employee” shall include both teachers and nurses.

CONDITIONAL EMPLOYEE: A newly hired or re-employed person who has not yet successfully complied with the provisions of RSA 189:13-a (2008). The district may extend a conditional offer of employment to a selected applicant, with a final offer of employment subject to a successfully completed records check including a criminal history records check.

If a selected applicant is extended a final offer of employment, the individual shall be entitled to membership in the collective bargaining unit subject to the requirements of RSA 273-A and shall immediately be covered by the terms and conditions of the collective bargaining agreement.

If the district receives an unsuccessful criminal history records report for a selected applicant, the SAU within 24 hours of receipt of such report, excluding Saturday, Sunday or a holiday, dismisses the selected applicant.

ARTICLE I RECOGNITION

1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all members of the MDEA bargaining unit as certified by the PELRB, including high school division leaders/department heads, all classroom teachers, certified librarians, media specialists, teachers of specials (music, art, P.E., guidance), guidance counselors, special education teachers, technology integrationists, reading specialists, interventionists, lead teachers, social workers, school assigned counselors, out of district case manager/coordinators and court liaisons, and nurses. The bargaining unit does not include teaching principals, administrative employees, or supervisory employees, as defined in RSA 273-A8, 11.

~~1.2 Unless otherwise indicated, the term "teacher," when used in this Agreement shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article 1, except nurses. The term "employee" shall include both teachers and nurses.~~

ARTICLE II

SCOPE OF AGREEMENT

2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorizations which by law are vested exclusively in them, and this Agreement shall not be construed so as to limit or impair their exclusive statutory powers, discretion and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

ARTICLE III NEGOTIATION PROCEDURE

3.1 On or before June 15th, of the prior year in which this agreement is to expire either party may initiate negotiations in accordance with RSA 273-A. The parties shall meet not later than July 15th at which time the Association will present its proposals. Thereafter, the parties agree to hold a minimum of four (4) formal bargaining sessions prior to October 1st and shall thereafter continue to meet in accordance with RSA 273-A.

3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

3.3 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.

3.4 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare impasse. In the event of impasse, the rules and procedures for “Resolution of Disputes” as outlined under RSA 273-A:12 shall be followed.

3.5 The cost for the services of the mediator and/or factfinder including per diem expenses, if any, will be shared equally by the Board and the Association. In the event the parties cannot agree on a neutral party for factfinding, the New Hampshire Public Employee Labor Relations Board shall appoint the neutral party.

3.6 Determinations and/or recommendations under the provision of Section 3.4 of this Article III will not be binding on the parties.

3.7 If the monies to fund the economic provisions are not appropriated as provided in this Article III, Section 3.3 and/or if either party rejects the recommendations set forth in this Article III, Section 3.6, then the parties shall do the following:

- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of this Agreement, and:
- B. If either negotiating team rejects the neutral party’s recommendations, the neutral party’s findings and recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which shall vote to accept or reject so much of the neutral party’s recommendations as is otherwise permitted by law.

- C. If either the full membership of the employee organization or the public employer rejects the neutral party's recommendations, the neutral party's findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of the neutral party's recommendations as otherwise is permitted by law.
- D. If the impasse is not resolved, following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board of the public employer if the mediator so chooses.

3.8 The parties may, by mutual agreement, pass over mediation and go directly to factfinding.

3.8.1 Neither party in any negotiations shall interfere with the selection of the negotiating or bargaining representatives of the other party.

3.8.2 The parties may, by mutual agreement, consider language changes to the agreement in the off years of the contract on non-money issues and are limited to two items per year.

ARTICLE IV ASSOCIATION RIGHTS

4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.

4.2 The Association, upon request, will be scheduled on the agenda at faculty meetings as determined by the Principal to present brief reports and announcements. Upon request, the Association will be included on the new teacher orientation agenda.

4.3 The Association will have the right to post notices on its activities and matters of employee concern in teachers' workrooms and shall continue to have the use of the employee mail box system and e-mail system.

4.4 Upon notification by an employee in writing by means of a mutually agreeable form provided by the Association, the Board will continue its present practice of deducting professional association dues and forwarding such deduction to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith.

4.5 The Association may, with permission from the Building Principal, use school equipment normally used by employees for Association activities. However, expendable material will be at the expense of the Association and shall in no event exceed the actual costs to the District as determined by the Superintendent.

4.6 Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be disruptive or injurious to the Monadnock education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.

4.7 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.

4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal, or the Building Principal's designee.

4.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under the Agreement.

4.10 Administrative leave shall be granted to teachers for the purpose of attending the New Hampshire Education Association Delegate Assembly Convention. This shall be limited to no more than four (4) employees on one day per school year and no more than one (1) teacher from any small elementary school. A small school is defined as any elementary school having ten (10) or fewer teachers.

4.11 The Association shall be provided with a total of four (4) paid professional leave days per year to conduct Association business.

4.12 Members of the bargaining unit will be permitted to submit reports to committees of the Board during public comment regarding safety, security, and student discipline issues, so long as those reports do not compromise the employee's confidentiality obligations.

ARTICLE V EMPLOYEE EVALUATION

5.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced ~~teachers~~ employees for the purpose of improving ~~instruction~~ their performance.

5.2 The observation of the work performance of an employee will be conducted openly.

5.3 Following all formal observations but prior to the written evaluation, the supervisor and ~~teacher~~ employee shall meet to discuss the details of the observation. Such a meeting will be within a reasonable time following the observation. Normally, such a meeting will occur within ten (10) school days following the observation. Following the conference, the ~~teacher~~ employee will be given a copy of the written evaluation report prepared by the evaluator. Before copies are forwarded to any other administrator, the ~~teacher~~ employee shall have the right to append a rebuttal. The forms will then be signed by the ~~teacher~~ employee and forwarded to the administration. If the ~~teacher~~ employee is dissatisfied with the evaluation, he or she may request additional conference time. Such signature shall indicate only that the report has been read by the ~~teacher~~ employee and in no way indicates agreement with the contents thereof. ~~Teachers~~ Employees will be given 72 hours to review the evaluation prior to signing the form.

The Association and the District Administration shall cooperate to study alternative evaluation systems and shall make recommendations related to the evaluation process language in the collective bargaining agreement for the parties to consider when negotiating their next successor collective bargaining agreement.

5.4 The parties recognize and agree that, subject to the provision of this Article V, ~~teacher~~ employee evaluation is a supervisory function.

5.5 Each new employee in the Monadnock school system shall be made aware of the school district's evaluation plan and the criteria, goals, and objectives associated with it. The Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination with respect to any plan. The Board will apply the same plan throughout the district.

5.6 Each employee shall be entitled to access the employee's personnel file during regular office hours upon notice to the Superintendent or the Superintendent's designee except in an emergency situation, in which event the information will be made available as soon as is reasonably possible.

5.7 The employee shall have the right to make appropriate response to any material contained in the employee's personnel file and such response shall be made a part of the said personnel file. Reproductions of such material may be made by hand or copying machine, if available.

5.8 ~~Nurses~~ Employees will be formally evaluated once per year by their building principal or Superintendent's designee, ~~using the evaluation tool developed pursuant to Article 5.8 of the 2012~~

~~2016 MDEA Collective Bargaining Agreement. Subsequent revisions~~Revisions to the evaluation tool shall be made only after the Superintendent meets and confers with the Association.

5.9 Only substantiated ~~founded~~ complaints against an employee, as determined by the Superintendent or designee, shall be included in an employee's personnel file or reflected in an employee's performance evaluation. No record of a complaint against an employee shall be included in the employee's personnel file or reflected in an employee's performance evaluation unless the employee has been notified of the complaint.

ARTICLE VI EMPLOYMENT

6.1 The Board agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted. Before posting any new position, the Superintendent will notify the Association of its intent to create a new position, and, upon request by the Association, the Superintendent will meet and confer with the Association regarding whether the new position should be included in the bargaining unit. Nurses must hold a State of New Hampshire Nursing License.

6.2 For purposes of this Agreement, the period of service shall not be more than one hundred and eighty-eight (188) days, between the first day of work for employees and June thirtieth (30th), except that employees new to the system shall, in addition to the one hundred eighty-eight (188) days set forth herein, be required to attend one (1) Orientation Day set forth by the Superintendent of Schools. Nurses work 185 days, with the high school nurse working 200 days. Except as otherwise set forth in Article 7.3, if the SAU authorizes the assignment of work related to the employee's assignment outside the contracted work year, and the employee agrees to perform work outside the contract year, the employee will be paid \$27 per hour for such work.

- A. Instructional days are dedicated to student instruction. (up to 181 days)
 - i. In the event the Board changes the number of instructional days to a number above the current 176 instructional days, the Board expressly acknowledges its obligation to engage in impact bargaining related to that change.
- B. Non-Instructional Work Days
 - 2 Classroom Days: One day classroom preparation prior to first student school day and one day after students' last day
 - 2 Parent Teacher Conference Days
 - 2 Teacher/Nurse-Directed Curriculum Days
 - At least two (2) weeks in advance of a scheduled Teacher/Nurse-Directed Curriculum Day, each teacher/nurse or team of teachers/nurses shall submit to their building principal a plan for the upcoming scheduled day for approval. In the absence of a timely submitted and approved plan, the building principal shall direct the scheduled curriculum day for any teachers without a timely submitted and approved plan.
 - 1 Principal-Directed Curriculum Day
 - Use of remaining days will be determined by the District

There will be flexibility allowed in the scheduling of the hours for the parent conferences based on a mutually acceptable schedule worked out by both teachers and administrators in all schools for the two parent conference days. The Board retains the authority to determine the schedule in the event that the administrators and teachers are unable to agree.

C. Scheduled dates for all non-instructional days will be provided to the Association prior to the start of school.

D. Orientation Day (1) for all New Hires.

6.3 The Association and its members recognize that each employee has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that an employee's day is not necessarily coterminous with that of the pupil.

6.4 Employees are expected to carry out their professional duties which shall include faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings will be of reasonable frequency and duration. Teachers shall be provided with five (5) days notice in advance of scheduled Special Education meetings, except in exigent circumstances. Nurses shall be entitled to meet as a district-wide group for professional discussions at least five (5) times per year, during the work day, as scheduled by their direct supervisors. These meetings may be scheduled during any non-instructional work day, within the work days scheduled per Article 6.2. Nurses shall not be assigned duties that interfere with the performance of their primary professional healthcare responsibilities.

6.5 Except for unusual circumstances, employees will be notified in writing of their assignments for the ensuing academic year before their signed annual contract is due back to the SAU office. If an employee's assignment is changed involuntarily after the employee has signed and returned their annual contract, the employee may either resign without prejudice or shall be paid the hourly rate identified in Article 6.2 ~~\$24.00 per~~ for up to sixteen (16) hours of time spent preparing for the employee's new assignment.

6.6 The Board shall provide the Association with a draft of the school calendar for the upcoming school year on or by January fifteenth (15th) of the preceding year. The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before February fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input and meet and confer in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

6.7 For any employee seeking staff development funds after July 1, 2018, the Board agrees to reimburse employees up to \$750 for expenses incurred in meeting District Staff Development requirements as per the employee's individual professional development plan. The Superintendent or the Superintendent's identified designee shall approve or disapprove requests for such expenses. Requests for approval shall be made at least ten (10) business days before the event for which reimbursement is sought; and, the Superintendent or the Superintendent's identified designee shall approve or disapprove such requests within five (5) business days of the submission of a written request. Unless a development program is enrolled in and/or attended over the summer months, employees shall submit requests for reimbursement within 30 days of enrolling in the event for

which reimbursement is sought. For development programs enrolled in and/or attended over the summer months, employees shall submit requests for reimbursement within the first 30 days of the subsequent school year. The District shall provide employees with reimbursement within 30 business days of the submission of expenses. If the District requires an employee to attend a staff development program, the District shall not use the employee's staff development money (provided for in this section) to cover the cost of the program.

The District may request proof of attendance and/or completion of the development program for which an employee has submitted expenses for reimbursement. Such proof shall be provided by the employee within 30 days of completing and/or attending the development program. If timely proof of attendance and/or completion is not provided, the employee agrees to repay the District the reimbursement amount received by the employee within fifteen (15) business days.

6.8 (A) Tuition Assistance

(i) For any employee seeking tuition assistance after July 1, 2018, the Board will provide a total of \$55,000 for each year of this contract for the purpose of tuition assistance. Employees may submit requests for tuition assistance for graduate or undergraduate courses that will benefit the District and that relate to the employee's individual professional development plan. Employees shall submit requests for reimbursement within 30 days of enrollment and the District shall provide employees with reimbursement within 30 business days of the reimbursement submission.

(ii) Payment for each course shall be made to the employee at the time of enrollment. The employee shall be required to earn a grade of B or better or pass in a pass/fail course. In the event the employee does not earn a "B" or "pass," or fails to submit proof of completion within 30 business days of the end of the term, the amount of tuition paid at the time of enrollment may be deducted in equal installments from the employee's remaining paychecks and the employee shall sign any authorization necessary to implement the deduction. The funds will be returned to the pool set forth in Section (i) above for distribution within the same fiscal year to other employees who have submitted requests. No employee shall receive payment for college courses beyond eight (8) credits per year before June 1st. Employees may then apply for reimbursement for additional credits after June 1st, provided that the funds have not been completely expended.

(iii) Reimbursement shall be made on a first come first served basis. All funds not expended during the year shall not be carried over into the next year. The maximum amount received in tuition reimbursement per credit shall not exceed the cost per graduate credit at the University of New Hampshire.

(B) It is agreed that the Board will provide up to \$25,000 each year of this agreement for the purpose of college loan reimbursement for the degree to teach perform bargaining unit work, to any member of the bargaining unit placed on the first five steps of the salary schedule. No teacher-employee shall receive an initial reimbursement in excess of \$1,000 annually. If there are any remaining funds, the funds will be distributed equally between the applicants, provided that no distribution per teacher-employee will exceed \$2,500. At the completion of the year of service, payment shall be made directly to the financial institution holding the employee's loan.

Application for reimbursement and documentation of the loan balance must be submitted by December 1st of that year for payment in June.

(C) The Board shall reimburse members of the bargaining unit for recertification fees (including fingerprinting costs) and licensing fees charged by the State of New Hampshire. Reimbursement shall be paid upon receipt of the recertification or relicensing. The Board shall pay for the cost of criminal background checks.

6.9 Placement on the Master's Track for salary purposes shall require the approval of the Superintendent. To become eligible under Section 6.940 the accredited degree program must be related to education as a profession including but not limited to degree programs in the field(s) of certification(s), administration, and guidance within the school district. To avoid misunderstandings under this section, employees are encouraged to submit their proposed program when they begin said program. In making judgments under this section, the Superintendent shall not be arbitrary or capricious.

In order to ~~insure~~ ensure timely placement, notification for possible placement on the Master's Track shall be given to the District by November First (1) of the year preceding track movement.

6.10 (A) As soon as the Board and/or its designee determines vacancies, notices will be posted on the official bulletin board in each school as soon as the administration is aware of such vacancies. Vacancies shall include any newly created position in the district. Such notice shall remain posted for ten (10) consecutive days, excluding Saturdays and Sundays. Such notice shall contain the date of posting, job title, and the name of the person to which the application is to be submitted. After July first (1st), notices will be posted in the School Administrative Unit Office. A copy of all vacancies shall be forwarded to the Association as soon as the administration is aware of such vacancies. The Association shall be responsible for notifying the administration where to send said notices.

(B) An employee who desires a change in grade and/or subject assignment or who desires to transfer, defined as changes between school or to another building will file a written statement of such desire with the Superintendent no later than June first (1st) or within fifteen days of receiving notice of a change in assignment. Such statement will include the grade and/or subject to which the teacher desires to be assigned, and the school to which he/she desires to be transferred in order of preference. Assignment of grade or subjects within schools, based on appropriate credentials will be at the discretion of the Principal or Superintendent. In the event that an employee disagrees with the Superintendent's decision in refusing a request for transfer or in being transferred, the affected employee shall have the opportunity to discuss the matter with the Superintendent. In the event the discussion does not resolve the matter the affected teacher shall have the right to present the matter to the School Board. The decision of the Board shall be final.

6.11 Preparation

(A) The District shall provide one (1) preparation period per day for middle and high school teachers. In the event that a teacher agrees to cover a class for an absent teacher during his or her preparation period, s/he shall be compensated at a flat rate of ~~\$20~~\$27 for each class covered.

(B) The District shall provide preparation time to elementary school teachers when teachers of specials (art, music, physical education, library and guidance) are teaching classes; except for purposes of carryover lessons. In the event that teachers of specials are absent and no substitute is available, elementary school teachers will be paid a flat rate of ~~\$20~~\$27 for each class covered during their preparation period. Preparation time is intended for general classroom planning; however, both parties acting in a professional manner recognize that occasional exceptions may occur.

(C) The District will provide one (1) hour of preparation time per week to teachers of specials.

6.12 The District will strive to provide support necessary to help employees meet the needs of all students, including children with disabilities. Upon request, the building principal and/or the Director of Student Services shall meet with employees to discuss requests for support.

ARTICLE VII RATES OF PAY

7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be pro-rated at the employee's appropriate salary step for the number of designated days of employment between the first day of work for employees in any year and June thirtieth (30th) of any such year, except that employees new to the system shall work one hundred and eighty-nine (189) days, as provided in Article VI, Section 6.2D of this agreement.

7.2 Employees will be paid on the first district payday that they work. All employees will have an opportunity prior to June 30th to select in writing the 26 pay period with 22 paychecks (balloon option) or 22 pay period option for the school year. All new employees hired on or after July 1, 2012, shall be required to have all of their pay directly deposited to bank accounts of their choice.

7.3 Nurses will be placed on the pay salary schedule based on their education level and years of experience. ~~Effective the first paycheck of the 2018/2019 school year, nurses~~ Nurses who do not have at least a Bachelor's degree but who have an RN license and a school nurse certification will be paid ~~eighty-seven percent (87%) of on~~ the appropriate step in the BA lane, including the "Off" Step. Nurses who do not have at least a Bachelor's degree, and who do not have an RN license and a school nurse certification, will be paid eighty-seven (87%) of the appropriate step in the BA lane. The high school nurse's extra days will be calculated by dividing the base pay by 185.

ARTICLE VIII

COMPENSATION

7.4 The Salary Schedule, for purposes of this Agreement, is set forth in Appendix A attached hereto.

~~8.17.4.1~~ Effective July 1, 2018, no employee shall be eligible to move from the Salary Schedule onto the “Off” step identified in Appendix A for any salary lane. Only employees on the “Off” step as of June 30, 2018 shall continue to receive the “Off” step salary identified in Appendix A for their applicable lane.

~~8.17.4.2~~ Effective the first paycheck of a new school year, any employee who, but for the closure of the “Off” step as set forth in Paragraph ~~8.17.4.1~~, would have moved onto the “Off” step shall be designated as a “Career Rate” employee. Effective the first paycheck of the ~~2019/2020/2021/2022~~ school year, “Career Rate” designated employees shall receive a ~~2.75%~~ salary increase. ~~Effective the first paycheck of the 2020/2021 school year, “Career Rate” designated employees shall receive a 2.5% salary increase.~~

7.5 Newly hired employees without experience, hired during the term of this Agreement, will be placed by the Superintendent at Step 0 in the appropriate salary lane as set forth in Appendix A.

7.6 Newly hired employees with experience, hired during the term of this Agreement, will be placed by the Superintendent at the same step as current employees with the same experience.

7.7 Steps on the salary schedule equals years of experience.

7.8 For proper placement on the salary schedule, employees will submit credits for approval to the Superintendent by November 1. Only credits in the field of education (subject matter, guidance, education, administration) and nursing are applicable. For movement past the Masters lane, both graduate and undergraduate credits are applicable if the courses relate to the employee’s professional practice or goal and are approved by the Superintendent or designee.

~~8.57.8.1~~ Effective the first paycheck of the school year following an employee’s approval to move lanes, an employee on the Salary Schedule (i.e., an employee on BA Step 0-12; BA15 Step 0-13; MA Step 0-14; MA15 Step 0-14; or MA30 Step 0-15) shall move from his or her current lane to his or her new lane and shall be placed on the step consistent with his or her years of experience.

~~8.57.8.2~~ Effective the first paycheck of the school year following an employee’s approval to move lanes, an employee on the “Off” step, as of June 30, 2018, shall move from the “Off” step of his or her current lane to the “Off” step of his or her new lane.

~~8.57.8.3~~ Effective the first paycheck of the school year following an employee’s approval to move lanes, a “Career Rate” employee shall receive a \$2,500 one-time increase to his or her base salary for each lane change (e.g., -and employee moving from the BA lane to the MA lane would

receive a \$5,000- increase). The employee's "Career Rate" increase, if any as stated in Article 7.4.2, shall be applied after the lane change increase is applied.

7.9 Special education teachers who have case management responsibilities for a minimum of 50% of their work day for the entire school year will be paid \$1,000 in two \$500 installments. Stipend will be paid in early December and June.

7.10 Middle or High School teachers who voluntarily agree to waive their preparation period to teach an additional half credit course or equivalent shall be paid 4% of the BA-0 salary, as set forth in Appendix A. An "additional course" is defined as a course beyond the teacher's typical full-time class load, which the teacher teaches during the period that would otherwise be the teacher's preparation period. (Example: If a full-time class load is six half credit courses per semester, a teacher who gives up their preparation period to teach an additional half credit course would be teaching seven classes for the semester and would be eligible for this stipend.). The stipend would be paid in equal installments in each paycheck over the time period in which the course is being taught. Any impact to a teacher's terms and conditions of employment caused by a change to the class schedule shall be negotiated as required by RSA 273-A. The principal shall assign additional courses under this section pursuant to a transparent process, which shall be shared with the Association prior to the assignment of the additional course(s).

7.11 The parties agree to compensate elementary teachers of double grades \$1,000 to be paid in two installments. Stipend will be paid in early December and June.

7.12 The parties agree to compensate employees who are responsible overnight for students attending overnight curriculum-based programs at the rate of \$100.00 per each overnight (for example, \$400.00 ~~\$500.00~~ for four nights).

7.13 The Longevity Program is reinstated subject to the following terms and conditions:

A. During the term of this Agreement, the Board will fund the program as follows:
\$210,000 each year of the agreement

B. The monies specified in Article 7.13(A) hereof will be available for longevity
payments to eligible staff as determined in this Article.

C. Eligible Employees shall receive points on the following basis:

15-19 years of completed service as a member of the bargaining unit – 2 points

20-24 years of completed service as a member of the bargaining unit – 3 points

25-29 years of completed service as a member of the bargaining unit – 4 points

30 + years of completed service as a member of the bargaining unit – 5 points

Points will not be higher than \$1,200

Employees shall be eligible for participation in the longevity program at the end of their fifteenth
15th year of service as a member of the bargaining unit.

D. Any employee who was credited with one step on the salary schedule for at least one half year (80 days) of employment shall also receive one year towards longevity. In the event that an employee has two separate half years of employment, it will only count as one year towards longevity. Employees who have served as long-term substitutes will receive the same recognition for longevity as contracted employees.

E. Longevity payments shall be calculated as follows:

The number of employees in each category will be multiplied by the number of points applicable to that category. To determine a per point value, the number of points for all categories will be totaled and divided into the amount of money available for that contract year (to the nearest dollar). This per point value is then used to determine the annual award for each eligible staff member.

7.14 The out of district case manager/court liaison's extra days will be calculated by dividing the base pay by 188.

ARTICLE VIII
[RESERVED]

ARTICLE IX INSURANCE

9.1 The District shall provide health insurance coverage through the following health care plan options to employees covered by this Agreement:

1. AB5 RX10/20/45;
2. AB20IPDED RX10/20/45; and,
3. BC3T5RDR RX10/20/45; and,
4. BC3T15IPDED RX 10/20/45.

Employees may select single, two person, or family coverage under any of the offered health care plans. If an employee enrolls in one of the health care plans offered by the District, the District shall contribute the cash equivalent of ~~81~~¹⁰²% of the single, two-person, or family premium, as applicable, of the monthly premium cost of the BC3T5RDR RX10/20/45 insurance plan offered by HealthTrust towards any of the plans offered by the District pursuant to this Article 9.1.

The difference between the Board's maximum contribution and the cost to provide coverage set forth herein shall be payroll deducted from the affected employee's salary and shall be coordinated with an IRS Section 125 pre-tax plan.

9.1.1 Any employee who does not participate in a District sponsored health insurance plan shall be eligible to receive a yearly cash disbursement of \$2,500 ("buy-out amount") upon proof of qualifying coverage through another employer-sponsored plan. The buy-out amount shall be paid at the end of each school year and shall be prorated for any employee who was not enrolled on alternative coverage through another employer-sponsored plan for the entire fiscal year.

If any employee is enrolled in District health insurance through another District employee (i.e., where one employee is the primary subscriber and the second employee is enrolled under the primary employee's plan), the non-subscribing employee shall be eligible to receive a disbursement amount equal to the premium cost share paid by the subscribing employee, up to the cash disbursement amount that the non-subscribing employee would be eligible to receive if they were enrolled in non-District health insurance.

9.1.2 Notwithstanding the foregoing, the District and the Association agree that if the insurance premium cost for the BC3T5RDR RX10/20/45 insurance plan will trigger the application of the so-called "Cadillac Tax," as it may be amended, the parties shall also follow the procedure below:

- i. It is agreed that the District or Association may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan(s) that may be necessary to avoid the application of the Cadillac Tax to the District or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the

parties. The District shall assist the Association in obtaining plan design and pricing information from insurance providers.

ii. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan(s) necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article 10.5, Level D.
2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
3. The District and the Association shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax and redistribute any savings realized as a result of changing insurance plans. The District and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
4. The arbitrator shall be empowered to select either the District's proposal or the Association's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

iii. Nothing in Article 9.1.2 or its subsections shall be construed as requiring the District or the Association to submit any other dispute that may arise between them to interest arbitration or binding arbitration.

9.2 The Board agrees to provide sufficient liability coverage so that every employee is insured up to one million dollars (\$1,000,000) for each incident subject to the policy's limitations and exclusions, including, without limitation, the aggregate limit of liability contained therein.

9.3 The Board shall provide, without cost to the employee, group term life insurance in a sum equal to \$50,000.00.

9.4 An employee on unpaid leave shall have the option of continuing the employee's insurance coverage(s) at the group rate, provided that she/he pays the District for the appropriate premiums where such coverage is not prohibited by the carrier.

~~9.5~~ 9.5 An employee shall be entitled to the full amount of the District's contribution to the cost of benefits listed in this Article ~~and Appendix B~~ if the employee works at least the equivalent four (4) days per week, or 80 percent full time. If an employee works the equivalent of three (3) days per week or 60 percent full-time, then the District will pay sixty percent (60%) of the full amount of its contribution to the cost of benefits. Employees who work less than the equivalent of two and a half days (2.5) days per week or 50 percent full-time will receive no benefits under this article.

9.6 The Board agrees to pay each year 90% of the current year's Delta Dental Insurance Plan C or its equivalent, which pays up to 100% of coverage A, 80% of coverage B, 50% of coverage C, 0 deductible a year, and maximum coverage of \$1,000 a person a year. Coverage D, Orthodontia, is added at 50% coverage with a lifetime maximum coverage of \$1,000 per person.

9.7 The Board agrees to pay each year up to 100% of the preceding year's long term disability insurance coverage, with a 120 day waiting period, with benefits to age 65, affording 70% of pay to a maximum of \$3,500 per month.

9.8 The District agrees to offer employees vision coverage through EyeWorks. To the extent there is a cost associated with such coverage, the District will contribute 82% of the premium cost for such coverage for all employees working at least 30 hours per week. Employees who work less than 30 hours per week shall not be eligible to receive vision benefits. The District shall also make VSP Choice Plan B vision insurance available to all employees at 100% employee cost.

~~9.5~~

ARTICLE X GRIEVANCE PROCEDURE

10.1 Definition

A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An “aggrieved employee” is the person or persons making the claim. All time limits specified in this Article shall mean school days. School days for the purposes of this Article are defined as days that are scheduled as instructional or teacher workshop days on the published school calendar. Snow or emergency days are considered school days.

10.2 Purpose

The parties acknowledge that it is more desirable for an employee and the employee’s immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure (and a copy shall be sent to the immediate supervisor).

10.3 Right of Representation

An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to the employee requesting such representation.

10.4 Time Limit

A grievance to be considered under this procedure must be initiated in writing by the employee within 30 school days of its occurrence, or within 30 school days of when the employee should have known of its occurrence.

10.5 Formal Procedure

The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of any such grievance.

LEVEL A. Within three (3) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within five (5) days following any such meeting, the Principal shall give the Principal’s answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of an answer given at this level.

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

LEVEL C. The Board or committee thereof shall meet with the participants of Level B and examine the facts of the grievance. The School Board shall meet with the Association within fifteen (15) days of the receipt of the grievance. The Board shall submit its written response within fifteen (15) days of the meeting.

LEVEL D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall first attempt to mutually agree upon an acceptable arbitrator. If they are unable to agree upon an arbitrator, they shall apply to the New Hampshire Public Employee Labor Relations Board to appoint one. ~~apply to the American Arbitration Association to name an arbitrator under the rules and procedures for obtaining the service.~~ The arbitrator shall use arbitrator's best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall not be binding on either party, but shall be advisory only except when the parties have mutually agreed in writing prior to the arbitration hearing that the arbitrator's decision shall be final and binding. Upon receipt of the advisory arbitration award, the School Board shall meet within twenty (20) days of the receipt of the award to accept or reject the recommendation of the arbitrator. The parties agree to share equally in the compensation and expenses of the arbitrator.

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

10.7 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

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

10.9 A grievance, in order to be considered further must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

10.10 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school terms, or as soon thereafter as is practical.

10.11 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.

10.12 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

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

ARTICLE XI LEAVES OF ABSENCE

11.1 It is agreed that the use of leave days will be confined to purposes provided in this Article XI.

11.2 Employees shall, at the beginning of the year be granted thirteen (13) days leave at their applicable salary. These are for use in the event of personal or family illness, important religious obligations, the death of a close friend or relative not covered under Section 11.6 of this contract, and unexpected situations that demand immediate action and for which no other leave provision applies. Work connected disability covered by the New Hampshire Workers' Compensation Laws will be excluded.

11.3 Employees shall not be permitted to carry over more than 110 days from one year to the next. At the end of the school year any accumulated days in excess of 110 will be dropped from the accumulation and the employee will be compensated for those excess days at the rate of ten dollars (\$10) per day, to be paid the following September of the employee's returning year.

11.4 Maternity Leave: A leave of absence shall be granted to female employees affected by pregnancy, child birth or related medical conditions provided the employee supplies a physician's statement that she is not able to conduct her duties. Such leave shall be treated as any other personal disability and shall run concurrently with the employee's FMLA leave. Maternity leave shall fall under the guidelines of state law, the FMLA and the District's FMLA policy.

A: Paid Child-Rearing Leave: All employees are entitled to receive fifteen (15) consecutive days of paid child rearing leave during the first fifteen (15) days after the birth or adoption of a child. In the case of adoptions, the period of leave shall commence when the child is physically turned over to the employee or earlier if required by circumstances.

In the event both parents work for the district, one of the employees may opt to either take fifteen (15) consecutive days of said leave within fifteen (15) days of the birth or adoption or fifteen (15) consecutive days at any time during the first six weeks after the date of the birth or adoption of a child, with the scheduling approved by the Superintendent. Following the fifteen (15) days of paid child rearing leave, the employee may elect to use other paid leave to which they are otherwise eligible.

B: An employee who becomes pregnant will notify her principal in writing ninety (90) days prior to the date of disability except in cases of emergency. ~~Continued employment shall be permitted as long as the employee is able to perform her duties adequately and can supply the Board with sufficient medical evidence to ensure her health and safety. The Board shall be held harmless from any and all claims related to her pregnancy if that teacher elects to continue working while pregnant.~~

C: Unpaid Child-rearing Leave: In addition to the leave granted in 11.4 (A), a employee who has exhausted all paid benefits (i.e., paid child rearing leave, sick leave, etc.) and/or is otherwise ineligible for other disability leave, may take an unpaid leave of absence of up to three (3) full school semesters following the adoption or birth of a child, provided that the total leave does not exceed (3) full school semesters.

D: To qualify for child-rearing leave, the employee shall notify the principal of the employee's intent to take leave in writing ninety (90) days prior to the date on which the leave is to begin except in cases of emergency.

E: The employee's position shall be held for up to three (3) full school semesters and upon return from unpaid child-rearing leave, the employee shall be restored to his or her former positions. To minimize disruption of the school system, employees are encouraged to return at the beginning of a school year but in no event shall they return at any time other than the beginning of a semester. If for any reason that employee's position is eliminated while on leave, that employee shall be offered the first available position he/she is certified and qualified to fill.

11.5 The Board agrees to continue a sick-leave bank for employees covered by this Agreement for the purposes of providing long-term coverage due to disability or illness. Each employee in the bargaining unit shall be a member of the sick bank. When the sick bank falls below two hundred (200) days, each employee agrees to donate at the beginning of the next school year, one (1) day from the thirteen (13) leave days set forth in section 11.2 of Article XI to be deposited in said bank. To become eligible for extended benefits from the sick leave bank employees must:

- A. Have exhausted all of their accumulated leave days under Article XI. (Not just 11.2)
- B. Have presented satisfactory medical evidence of disability or illness (excluding work-connected accidents) to the Review Board which shall make the final decision.
- C. Have met the required waiting period of thirty (30) consecutive working days. An employee may draw up to sixty (60) days from said bank in any one (1) year.
- D. All new members to the sick bank must contribute 1 day by September 30. Employees hired during the school year must contribute one day within 30 days of the start of employment.
- E. Have brought to the MDEA Executive Board the employee's application or use of the sick bank in order that the Executive Board may confirm eligibility and validity before passing valid and complete applications forward to the Review Board for final approval.

Review Board: to be determined by the parties. For the term of this agreement, the committee shall consist of two (2) Board representatives and two (2) Association representatives.

11.6 Employees shall be entitled to up to five (5) paid bereavement days per occurrence for a death in the immediate family. Immediate family as used in this Section shall mean mother, father, brother, sister, spouse, children, grandparent, grandchild, and significant others of employee and the same relatives of the employee's spouse and the same step-relatives. To be eligible for leave under this Section, written request shall be presented to the Superintendent at least twenty-four (24)

hours prior to any such leave, except for extenuating circumstances when the Superintendent may waive such notice. Additionally, employees shall be entitled to use sick leave for bereavement in the event of the death of a close friend or relative not covered under this Section (see Article 11.2).

11.7 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall, if requested by such employee, receive the employee's net difference between Workers' Compensation payments and the employee's full pay at the employee's applicable salary rate and such payment by the Board shall continue until any such employee has used all of the employee's accumulated sick pay. Thereafter, the employee shall continue to receive only those monies paid to the employee under the provision of the Worker's Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions 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 the employee was entitled prior to any such Workers' Compensation claim. Deductions to the employee's sick leave shall be pro-rated.

11.8 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.

11.9 An employee called as juror will receive the employee's normal pay checks and will sign over to the district the employee's juror earnings.

11.10 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between the employee's pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.

11.11 Employees will be encouraged to take professional days for the benefit of the school district. Professional days, with or without pay, shall be at the sole discretion of the Superintendent of Schools, or the Superintendent's designee.

11.12 Employees will be entitled to three (3) paid personal leave days per year (non-cumulative) for each year of the agreement. Subject to administrative approval, leave shall be granted provided the employee follows the procedure outlined below:

- a. Employees shall submit written notice on form provided by the Superintendent.
- b. Twenty-four (24) hours notice shall be provided except in emergencies,
- c. Personal leave for a specific building shall be limited in accordance with the guidelines specified in Appendix F.

Personal leave shall not be used for social affairs, pleasure trips or recreation.

11.13 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

11.14 Sabbatical fellowships are granted at the discretion of the Board and are designed to encourage the improvement of professional practice, instruction, supervision, ~~and or~~ administration in the Monadnock School System. ~~Teachers—Employees~~ may apply for a fellowship upon completion of five (5) years service in the Monadnock School System. After having received a fellowship, an ~~teacher—employee~~ may apply for a second fellowship only after five (5) additional years in the Monadnock School System. An ~~teacher—employee~~ must present a detailed proposal for study or research to the ~~teacher’s—employee’s principal—supervisor~~ for approval by the Board upon recommendation of the Superintendent. This proposal must be submitted to the Superintendent before December first (1st) in the school year proceeding the fellowship year. The fellowships will be available only for full-time study or research programs. No more than two (2) sabbatical fellowships at full pay will be available in any one (1) year. Ordinarily fellowships will cover a full school year, in special cases, fellowships covering half a school year or a half school plus one (1) summer may be approved, provided that adequate arrangements can be made to cover an ~~teacher’s—employee’s~~ responsibilities during a partial year’s absence. During the sabbatical, the ~~teacher—employee~~ will receive such other medical and life insurance benefits as are offered to all teachers in active service, if such plans permit. The ~~teacher—employee~~ is expected to return to the Monadnock School System for a minimum of two (2) years following the fellowship year.

If the ~~teacher—employee~~ terminates employment before the end of the two (2) year period the amount of the fellowship grant must be paid on a prorated basis within a five (5) year period, through signing a promissory note indicating the amounts, method, and schedule of payment at the time leave is taken.

ARTICLE XII SENIORITY, LAY OFF AND RECALL

12.1 No later than sixty (60) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work. In the circumstances of more than one (1) individual having the same first day of work, seniority will be determined by the date the Board accepts the individual employee's nomination by the superintendent. In the event that the individuals have the same nomination date, all individuals so affected will participate in a drawing to determine placement on the seniority list. Prior experience in the Monadnock Regional School District will be considered.

12.2 Seniority Rights Procedures:**

a. An employee who meets the following criteria shall have the right and may be placed in a position for which they are certified and qualified to fill and that is currently filled by an employee with less seniority. Seniority will be determined as described below. The criteria for teachers are as follows:

1. The teacher must have taught within the area of certification within the past three (3) years.
2. The teacher must have satisfactory evaluations in the subject area and grade level.
3. The School Board may have the option of considering other relevant factors.

The criteria for nurses are as follows:

1. The nurse must have satisfactory evaluation.
2. The School Board may have the option of considering other relevant factors.

b. The seniority list shall be prepared by the S.A.U. # 93 Personnel Office, verified by the Association, and made available in all district schools and to the Association by November 1st of each year. Any subsequent revisions shall also be made available when developed. The listings shall be arranged into three lists as follows:

1. Teachers certified by the State for teaching within an elementary school, i.e., kindergarten through grade 6.
2. Teachers certified by the State to teach Middle / High School subjects, i.e., grade 7 through grade 12 for English, Math, Science, Social Studies, Languages, etc...
3. Nurses Licensed by the State of New Hampshire Board of Nursing.

** Anyone holding a State Certification to teach specific subjects grades K-12 will be appropriately placed into both listings.

12.3 All seniority, excepting as provided below, is lost when employment is severed by resignation, retirement, and discharge for cause; however, seniority is retained if severance of employment is due to layoff (RIF) or approved leaves of absence. In cases of layoff, employees so affected shall retain all seniority accumulated as of the effective date of layoff.

- A) Those non-bargaining unit members employed shall have their seniority grandfathered for their total years of service in the Monadnock District up to 7/1/83.
- B) Effective 7/1/83 non-bargaining unit members performing actual teaching duties shall continue to accrue seniority on a pro-rata basis; e.g. 1/2 teaching time = 1/2 year seniority.
- C) Effective 7/1/83 employees who transfer to non-bargaining unit positions shall have a 3-year grace period during which their seniority shall be retained and they may opt to return to the bargaining unit.

12.4 Whenever it is determined by the School Board to reduce the numbers of continuing contract employees in the School District, the Board will base its decision on which employees will be laid off upon the following criteria: The Superintendent will recommend to the Board the employees to be laid off based upon their seniority and comparative ability and performance within the department in which the reduction is being made, including qualifications and experience.

12.5 In the event the Board elects to layoff a more senior employee, a measurable differential in performance and qualifications between employees must be established.

12.6 No continuing contract teacher will be laid off while a non-continuing contract teacher remains employed in the same department, except when there is no one in the department/subject area certified and qualified to replace the non-continuing contract teacher. Layoff procedure applies to continuing contract teachers only. Non-continuing contract teachers will continue to be selected for renewal or non-renewal at the full discretion of the administration and the Board, and any complaint arising from this decision is not subject to the grievance procedure.

A "continuing contract teacher" shall be defined as a teacher entitled to this status under RSA 189-14-a.

12.7 In no case, in the secondary schools, will a continuing contract teacher be laid off so long as a non-continuing contract teacher is employed in that subject area, except when there is no one certified and qualified to replace the non-continuing contract teacher.

12.8 Recall rights shall be consistent with the criteria established for layoffs.

- A) Recall rights shall be for a period of thirty-six (36) months from the last date of employment in the district.
- B) To be eligible for recall, each employee shall be responsible for notifying the district by certified mail, return receipt requested, of their wish to remain on the recall list. Such notice shall be postmarked between January first (1st) and March fifteenth (15th) of each year.

12.9 Refusal of an offer from the Employer of a like position from which the laid off employee is certified and qualified, or failure to respond within thirty (30) days of the receipt of a written offer of a position made by the Employer shall be cause for termination.

12.10 Notifications of recall shall be in writing. The notification shall be sent by certified mail to the employee's last known address. It shall be the employee's responsibility to notify the Employer of any change of address.

12.11 Recalled employees shall be entitled to all benefits as provided herein.

12.12 RIF for nurses shall be based on date of hire and seniority.

12.13 Recall and benefits as provided in 12.8 through 12.11 shall apply to nurses.

ARTICLE XIII RETIREMENT

The Monadnock Regional School District offers both regular retirement and longevity to employees of the District. The time frames indicated for application are to allow for easy transitioning and budgeting purposes. The employee should make an appointment with the New Hampshire Retirement System for discussions of their retirement options.

13.1 Any full time employee who is at least fifty (50) years of age and whose age, plus years of service in the District equals seventy-five (75) may apply for regular retirement, as long as they have at least fifteen (15) years of service in the District. If a letter of application declaring the intent to retire is sent to the School Board via the Superintendent of SAU #93 by December 1st of the school year prior to the year of retirement, the employee will receive benefits at the date of separation from the District. The employee may provide notice after December 1st of the school year prior to the year of retirement but not later than the date that signed annual contracts are due to be returned for the following year, however, benefits will be paid in eighteen (18) months from the date of the notice. At its sole discretion, the Board may waive either notice requirement and permit an employee to receive benefits at the date of separation from the District.

At its sole discretion, the Board may permit an employee to rescind notice of intent to retire upon satisfactory demonstration of a change in circumstances. However, no employee will be permitted to rescind notice of intent to retire more than once, and Board decisions to deny an employee's request to rescind shall not be subject to the grievance procedure.

A. The employee shall be paid the following as ~~part of the~~ retirement incentive:

1. Any employee retiring pursuant to the provisions of Article 13.1 shall be paid \$75.00 per day for all accumulated leave days.
2. Employees retiring pursuant to the provisions of Article 13.1 shall be paid an amount per year of service on the following schedule:
 - a. 15-19 years of employment with the District: \$75.00 per year;
 - b. 20-24 years of employment with the District: \$100 per year;
 - c. 25-29 years of employment with the District: \$125 per year;
 - d. 30-34 years of employment with the District: \$150 per year;
 - e. 35+ years of employment with the District \$200 per year.

~~13.2 The Longevity Program is reinstated subject to the following terms and conditions:~~

~~A. During the term of this Agreement, the Board will fund the program as follows:
\$210,000 each year of the agreement~~

~~B. The monies specified in Article 13.2(A) hereof will be available for longevity payments to eligible staff as determined in this Article.~~

~~C. Eligible Employees shall receive points on the following basis:~~

~~15-19 years of completed service as a member of the bargaining unit—2 points
20-24 years of completed service as a member of the bargaining unit—3 points
25-29 years of completed service as a member of the bargaining unit—4 points
30+ years of completed service as a member of the bargaining unit—5 points~~

~~Points will not be higher than \$1,200~~

~~Employees shall be eligible for participation in the longevity program at the end of their fifteenth 15th year of service as a member of the bargaining unit.~~

~~D. Any employee who was credited with one step on the salary schedule for at least one half year (80 days) of employment shall also receive one year towards longevity. In the event that an employee has two separate half years of employment, it will only count as one year towards longevity. Employees who have served as long term substitutes will receive the same recognition for longevity as contracted employees.~~

~~E. 13.3 Longevity payments shall be calculated as follows:~~

~~The number of employees in each category will be multiplied by the number of points applicable to that category. To determine a per point value, the number of points for all categories will be totaled and divided into the amount of money available for that contract year (to the nearest dollar). This per point value is then used to determine the annual award for each eligible staff member.~~

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

14.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, disability, membership and/or activity in the Association.

14.3 Copies of the Agreement shall be posted on the District's website and available at the SAU office within thirty (30) days after the Agreement is signed. Employees and the Association may print copies using District equipment and expendable materials (e.g., paper and ink). The District shall provide each newly hired employee with a copy of the Agreement along with the employee's individual employment agreement. The District specifically disclaims any liability for the failure or interruption of the website.

Any individual contract, heretofore or hereafter executed, (see Appendix C attached hereto) between the Board and an individual employee, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, it shall be considered invalid and this Agreement, during its duration shall be controlling. Individual contracts shall state the employee's worksite and assignment. Employees shall be notified as soon as known of any changes in contract assignment. If the employee requests the Superintendent will provide an opportunity to meet and discuss the change. Every reasonable effort shall be made by the employee and Superintendent to meet prior to the implementation of the change. In the event that the matter is not resolved, the affected employee shall have the right to present the matter to the School Board. The decision of the Board shall be final.

14.4 No employee will be disciplined or reprimanded except for just cause, and any employee who alleges to be aggrieved under this Section 14.5 shall have the full access to the Grievance Procedures of this Agreement.

14.5 A teacher's contract shall only be non-renewed as provided in RSA 189:14-a. In any event, any such teacher shall be given reasons in writing. A nurse's contract shall be non-renewed in accordance with the procedures set forth in RSA 189:14-a. A nurse who has attained "continuing-contract" status as set forth in RSA 189:14-a shall have access to the grievance procedure to challenge his or her nonrenewal.

14.6 While on duty and for purposes of this Agreement, just cause shall include, but not be limited to, excessive lost time, excessive absenteeism, insubordination, or assault on a supervisor.

14.8 School nurses may delegate certain nursing activities or tasks as permitted by state law. School nurses who refuse to delegate nursing activities or tasks based on their determination that it would be inappropriate to do so shall document the basis for that determination. The District shall comply with RSA 326-B:29 with respect to a school nurses' decision to and/or refusal to delegate nursing activities or tasks.

14.9 The Superintendent will keep the Association informed of any rules or requirements that result from the implementation of the Every Student Succeeds Act, and will encourage a collaborative planning approach as appropriate.

14.10 The District shall provide each employee with a secure location such as a locking desk, cabinet, or locker, for personal property that is necessary for the employee to have with them during the day, such as purses/backpacks, wallets, car keys, etc. The parties agree that this secure location shall be within the employee's classroom, office, or assigned workspace if the employee has a classroom, office, or assigned workspace. For employees who do not have a classroom, office, or assigned workspace, the secure location shall be convenient to the employee.

ARTICLE XV STRIKES AND SANCTIONS

15.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against employees. The terms and conditions of this Article shall apply only to this school district.

ARTICLE XVI DURATION

16.1 This Agreement shall be binding upon the Monadnock Regional School District and the Monadnock District Education Association.

16.2 Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties hereto, and shall continue and remain in force and effect to and including June 30, ~~2021~~2022 when it shall expire unless an extension is agreed to by both parties in writing prior to such date.

16.3 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement by the representatives of the Monadnock Regional School District and the Monadnock District Education Association.

ARTICLE XVII
NOTICE UNDER AGREEMENT

17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Monadnock Regional School District Board Chairman, 600 Old Homestead Highway, Swanzey, New Hampshire 03446. Alternatively, if the parties agree, notice may be provided by e-mail with receipt acknowledged.

17.2 Whenever written notice to the Monadnock District Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Monadnock District Education Association at the Presidents' current address. Alternatively, if the parties agree, notice may be provided by e-mail with receipt acknowledged.

17.3 Either party, by written notice, may change the address to which future written notices shall be sent.

ARTICLE XVIII
FINAL RESOLUTION

18.1 This Agreement represents the final resolution of all matters in dispute between the parties.

APPENDIX A

Lane	Step	2021/22 Salary
BA	0	\$ 39,000
BA	1	\$ 40,150
BA	2	\$ 40,650
BA	3	\$ 41,150
BA	4	\$ 41,650
BA	5	\$ 42,150
BA	6	\$ 42,650
BA	7	\$ 43,450
BA	8	\$ 44,450
BA	9	\$ 45,450
BA	10	\$ 46,450
BA	11	\$ 47,350
BA	12	\$ 48,350
BA	OS	\$ 58,850

Lane	Step	2021/22 Salary
BA+15	0	\$ 41,000
BA+15	1	\$ 41,650
BA+15	2	\$ 42,150
BA+15	3	\$ 42,650
BA+15	4	\$ 43,150
BA+15	5	\$ 43,650
BA+15	6	\$ 44,450
BA+15	7	\$ 45,450
BA+15	8	\$ 46,450
BA+15	9	\$ 47,450
BA+15	10	\$ 48,450
BA+15	11	\$ 49,350
BA+15	12	\$ 50,550
BA+15	13	\$ 51,650
BA+15	OS	\$ 61,800

Lane	Step	2021/22 Salary
MA	0	\$ 44,000
MA	1	\$ 45,150
MA	2	\$ 45,650
MA	3	\$ 46,150
MA	4	\$ 46,650
MA	5	\$ 47,150
MA	6	\$ 47,450
MA	7	\$ 48,450
MA	8	\$ 49,450
MA	9	\$ 50,450
MA	10	\$ 51,450
MA	11	\$ 52,350
MA	12	\$ 53,450
MA	13	\$ 54,450
MA	14	\$ 55,450
MA	OS	\$ 65,050

Lane Step 2021/22 Salary

MA+15	0	\$ 46,000
MA+15	1	\$ 47,150
MA+15	2	\$ 47,650
MA+15	3	\$ 48,150
MA+15	4	\$ 48,650
MA+15	5	\$ 49,150
MA+15	6	\$ 50,050
MA+15	7	\$ 51,050
MA+15	8	\$ 52,050
MA+15	9	\$ 53,050
MA+15	10	\$ 54,050
MA+15	11	\$ 54,950
MA+15	12	\$ 55,950
MA+15	13	\$ 56,950
MA+15	14	\$ 57,950
MA+15	OS	\$ 69,050

Lane Step 2021/22 Salary

MA+30	0	\$ 49,000
MA+30	1	\$ 50,150
MA+30	2	\$ 50,650
MA+30	3	\$ 51,150
MA+30	4	\$ 51,650
MA+30	5	\$ 52,150
MA+30	6	\$ 53,050
MA+30	7	\$ 54,050
MA+30	8	\$ 55,050
MA+30	9	\$ 56,050
MA+30	10	\$ 57,050
MA+30	11	\$ 57,950
MA+30	12	\$ 58,950
MA+30	13	\$ 59,950
MA+30	14	\$ 60,950
MA+30	15	\$ 61,950
MA+30	OS	\$ 73,050

APPENDIX B INSURANCE

HEALTH AND ACCIDENT INSURANCE:

~~The School Board agrees to provide coverage.~~

~~Employees may select single, two person, or family plans.~~

~~The difference between the Board's maximum contribution and the cost to provide coverage set forth herein shall be payroll deducted from the affected employee's salary and shall be coordinated with an IRS Section 125 pre-tax plan.~~

~~Any employee who chooses not to be enrolled in a district sponsored medical plan shall receive a yearly cash disbursement to be paid at the end of each school year, upon proof of coverage by another carrier.~~

DENTAL:

~~The Board agrees to pay each year 90% of the current year's Delta Dental Insurance Plan C or its equivalent, which pays up to 100% of coverage A, 80% of coverage B, 50% of coverage C, 0 deductible a year, and maximum coverage of \$1,000 a person a year. Coverage D, Orthodontia, is added at 50% coverage with a lifetime maximum coverage of \$1,000 per person.~~

DISABILITY:

~~The Board agrees to pay each year up to 100% of the preceding year's long term disability insurance coverage, with a 120 day waiting period, with benefits to age 65, affording 70% of pay to a maximum of \$3,500 per month.~~

VISION:

~~The District agrees to offer employees vision coverage through . The District will contribute 82% of the premium cost for such coverage for all employees working at least 30 hours per week. Employees who work less than 30 hours per week shall not be eligible to receive vision benefits. The District shall also make VSP Choice Plan B vision insurance available to all employees at 100% employee cost.~~

APPENDIX C

NEW HAMPSHIRE ANNUAL TEACHER CONTRACT MONADNOCK REGIONAL SCHOOL DISTRICT

Agreement made _____, 20____ by and between the **Monadnock Regional School District** hereinafter called the **District** and _____ (**Ed Level**), **STEP** _____ hereinafter called the **Teacher**.

1. The District agrees to employ the Teacher for the ensuing school year from _____ to _____ at an annual salary of \$_____ paid by agreement commencing on _____, 20____.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations that may be enacted relative to the school and teacher's contract.
3. It is mutually agreed:
 - a. That the school year is not in excess of _____ **days**. New teachers shall attend 1 Orientation Day.
 - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified in the State of New Hampshire.
 - c. That the District, may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license or permit is revoked by the Commission of Education.
 - d. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
 - e. That, except as provided in "c" and "d," this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - f. That the District and Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
 - g. That if this contract has not been signed and returned to the Superintendent of Schools on or before _____, **20**____, it will be considered that the above named Teacher has declined employment with the District.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

MONADNOCK REGIONAL SCHOOL DISTRICT

By: _____ By: _____
School Board Chair Teacher

APPENDIX D
DUES DEDUCTION AUTHORIZATION FORM

Name: _____
(Please print)

“I hereby authorize the Monadnock Regional School District to withhold from my salary the sum of \$_____ for membership dues as follows:

For membership in the Monadnock District Teachers Association, the sum of \$_____ per year;

For membership in the New Hampshire Education Association, the sum of \$_____ per year;

For membership in the National Education Association, the sum of \$_____ per year.

The sums thus to be deducted over ten (10) or fifteen (15) pay periods are hereby assigned by me to the Monadnock District Teachers Association and are to be remitted by the Monadnock Regional School District to the Treasurer of the Association and having done so, the board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the 15th of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same.

Signature_____

Date_____

**APPENDIX E
GRIEVANCE REPORT FORM**

Grievance No. _____ School District _____

To _____ Complete in triplicate with copies to:
(Name of Principal)
1. Principal
2. Superintendent
3. Association

=====

School: _____	Name of Grievant: _____	Date Filed: _____
---------------	-------------------------	-------------------

LEVEL A

Date of Grievance _____

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

Signature

Date

Answer given by Principal:

Signature

Date

Position of Grievant:

Signature

Date

LEVEL B

Date received by Superintendent:
Answer given by Superintendent:

Signature

Date

Position of Grievant:

=====

LEVEL C

Date submitted to School Board:
Disposition of School Board:

Signature

Date

=====

LEVEL D

Date submitted to Advisory Arbitration:
Disposition of Arbitrator:

Signature

Date

APPENDIX F

Limit on number of employees absent at a time because of “personal reasons.”

Cutler School	3
Emerson School	2
Gilsum School	1
Monadnock Reg. H.S.	6
Mt. Caesar School	3
Troy School	2

Itinerant teachers (art, music, physical education, reading, learning disabilities, language development, guidance, etc.) will be charged to the quota of the school to which they are assigned on the day involved.

Upon ratification and approval, the District shall file an executed copy of this agreement with the New Hampshire Public Employee Labor Relations Board.

IN WITNESS WHEREOF the parties have executed this agreement for the years 20~~21-2022~~19-2021.

MONADNOCK REGIONAL SCHOOL DISTRICT BOARD

~~Scott Peters~~Lisa Steadman, Negotiations Chair

MONADNOCK DISTRICT EDUCATION ASSOCIATION

~~Emily Weber~~Debby Gove, Association ~~Co~~-President
~~Marie Szymeik~~, Association ~~Co~~-President

Monadnock Regional School District / MESSA 2020 Negotiations
Summary of Tentative Agreements

Wages and Benefits

Wages

- Modify Trades and Building & Grounds lane to improve competitiveness
- Improve starting pay and compress top of paraprofessional lane
- Address pay equity issues for two Administrative Assistant employees (MOU)
- Provide off-step employees with 2.5% increase in Y1 and 2.25% increase in Y2, except for Trades employees who receive 2% in each year

Insurance – Modify insurance split from 82/18 to 81/19 in Y1 and then 80/20 in Y2

Total Cost:

<i>Year One:</i>	\$89,313.84	2.53%	Increase on Cost of Contract w/o increased NHRS impact
	\$91,976.51	2.61%	Increase on Cost of Contract w/ increased NHRS impact

<i>Year Two:</i>	\$93,229.12	2.56%	Increase on Cost of Contract w/o increased NHRS impact
	\$95,986.63	2.64%	Increase on Cost of Contract w/ increased NHRS impact

Language Changes

Substantive Changes to Language

- 2 year contract term
- 6.14: Provide that nursing-related tasks will not be assigned in a manner inconsistent with state regulations
- 9.5(D): Adopt PELRB process for arbitrator selection
- 10.4: Provide paid child-rearing leave on the same terms provided to MDEA
- 14.1: Provide retirement incentive for employees with 10+ years of service equal to \$20 per unused accrued leave day, and otherwise keep 20+ retirement incentive at the \$200 per year of service level
- 17.1: Provide calendar year employees with one additional paid holiday, but reduce number of floater holidays from 2 to 1
- Appendix A: Incorporate wage agreement
- Appendix E(1)(A): Modify insurance premium split to 81/19 in Y1 and 80/20 in Y2
- Appendix G: Incorporate Snow Day Makeup MOU into Appendix G with caveat that District reserves the right to discontinue the program, subject to providing notice and the Union's right to demand to bargain the change.

Clarifying Changes to Language

- 6.10(D): Clarify employee selection process for involuntary transfer and provide employee with reasons for selection, and clarify that employees may retire in lieu of accepting an involuntary transfer
- 10.11: Clarify paid professional training language
- Appendix E(1)(G)-(H): Confirm insurance buy-out payment process in general and when two employees are enrolled in District insurance through a single subscriber
- Appendix E(4): Clarify vision insurance offering



MONADNOCK SCHOOL DISTRICT
MONADNOCK EDUCATION SUPPORT
STAFF AGREEMENT (MESSA)

FOR THE YEARS ~~2019—2021~~2021-2023

START JULY 1, ~~2019~~2021
ENDS JUNE 30, ~~2021~~2023

**INDEX
ARTICLE**

	AGREEMENT	3
	DEFINITIONS	4
I	RECOGNITION	5
II	SCOPE OF AGREEMENT	6
III	NEGOTIATION PROCEDURE	7
IV	ASSOCIATION RIGHTS	9
V	EVALUATION	11
VI	TERMS OF EMPLOYMENT	12
VII	RATES OF PAY	16
VIII	INSURANCE	17
IX	GRIEVANCE PROCEDURE	18
X	LEAVES OF ABSENCE	20
XI	SENIORITY, LAY OFF AND RECALL	23
XII	STRIKES AND SANCTIONS	25
XIII	MISCELLANEOUS PROVISIONS	26
XIV	RETIREMENT	27
XV	DURATION	28
XVI	NOTCE UNDER AGREEMENT	29
XVII	HOLIDAYS AND VACATIONS	30
APPENDIX A	MONADNOCK REGIONAL COMPENSATION	31
APPENDIX E	INSURANCE	35
APPENDIX F	GRIEVANCE REPORT FORM	38
	WITNESS	40

AGREEMENT

This agreement entered into this 1st day of July, 20~~21~~¹⁹, by and between the Monadnock Regional School District Board, hereinafter called the “Board” and the Monadnock Educational Support Staff Association, affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the “Association.” Except as otherwise provided herein, the parties agree to negotiate subject to the provision of RSA 273-A.

DEFINITIONS

SCHOOL: The term “School,” as used in this Agreement, means any work location or functional division maintained by the Board where instruction or supervision as assigned by the District, as required by the State, is offered to the children enrolled in the Monadnock Regional School District.

EMPLOYEE: The term “Employee,” as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

REPRESENTATIVE: The term “Representative,” as used in this Agreement, means the Association Representative(s).

PERSON: The term “Person,” as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

PELRB: The term “PELRB,” as used in this Agreement, means the New Hampshire Public Employee Labor Relations Board.

BARGAINING UNIT: The Monadnock Educational Support Staff Association as certified by the PELRB.

NON-BARGAINING UNIT: Employees of the School District who are not included in the group of employees included in the PELRB certification.

ARTICLE I RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all employees of the Monadnock Regional School District as certified by the PELRB.
- 1.2 Unless otherwise indicated, the term “employee,” when used in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article 1, and reference to male employees shall include female employees.
- 1.3 Except as otherwise provided in this Agreement, or otherwise agreed to in writing between the parties, the determination of policy, the operation and management of schools, and the control, supervision, and direction of the staff are vested exclusively in the Board.
- 1.4 If any new employee position is created during the life of this Agreement and the parties cannot mutually agree whether the position should be included in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

ARTICLE II SCOPE OF AGREEMENT

- 2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretion and authorizations which by law are vested exclusively in them and this Agreement shall not be construed so as to limit or impair their exclusive statutory powers, discretion and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretion and authorities.
- 2.2 The Board's personnel policies, regulations, and procedures concerning the functions, programs, methods, organizational structure, and direction of personnel which are in effect and are incorporated herein, provided that they are not in conflict with this Agreement. Such policies, regulations, and procedures may be amended by the District, provided they are not in conflict with this Agreement or modifications mutually agreed to in writing by the parties and with the understanding that this provision does not constitute a waiver of the Association's right to bargain over substantive changes in terms and conditions of employment which may result from such amendment(s), in accordance with RSA 273-A

ARTICLE III NEGOTIATION PROCEDURE

- 3.1 On or before September 1 of the prior year in which this agreement is to expire either party may initiate negotiations in accordance with RSA 273:A. The parties shall meet not later than September 15th, at which time the Association shall submit its proposals, unless another date is mutually agreed to by the parties.
- 3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 3.3 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 3.4 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare impasse. In the event of impasse, the rules and procedures for “Resolution of Disputes” as outlined under RSA 273: A-12 shall be followed.
- 3.5 The cost for the services of the mediator and/or fact finder including per diem expenses, if any, will be shared equally by the Board and the Association.
- 3.6 Determinations and/or recommendations under the provision of Section 3.4 of this Article III will not be binding on the parties in accordance with RSA 273: A
- 3.7 If the monies to fund the economic provisions are not appropriated as provided in this Article III, Section 3.3 and/or if either party rejects the recommendations set forth in this Article III, Section 3.6, then the parties shall do the following:
 - A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of this Agreement, and:
 - B. If either negotiating team rejects the neutral party’s recommendations, his/her findings and recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which shall vote to accept or reject so much of his/her recommendations as is otherwise permitted by law.
 - C. If either the full membership of the employee organization or the public employer rejects the neutral party’s recommendations, his/her findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of his/her recommendations as otherwise is permitted by law.

- D. If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board of the public employer if the mediator so chooses.
- 3.8 The parties may, by mutual agreement, pass over mediation and go directly to fact finding.
- 3.9 Neither party in any negotiations shall interfere with the selection of the negotiating or bargaining representatives of the other party.

ARTICLE IV ASSOCIATION RIGHTS

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.
- 4.2 The Association, upon request, will be scheduled on the agenda at building meetings or orientation programs as determined by the Principal to present brief reports and announcements.
- 4.3 The Association will have the right to post notices on its activities and matters of employee concern in employee workrooms and shall continue to have the use of the district mail box system.
- 4.4 Upon notification by an employee the Board shall deduct association dues and forward such deductions to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith.
- 4.5 The Association may, with permission from the Building Principal, use school equipment normally used by employees for Association activities. However, expendable material will be at the expense of the Association and shall in no event exceed the actual costs to the District as determined by the Superintendent. If the Association uses school district copiers for Association business, the Association shall log the number of copies and reimburse the District at the rate of two (2) cents per copy. Payment shall be made within thirty (30) days of using the copier and payment shall be made to the SAU 93 Business Office.
- 4.6 Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be disruptive or injurious to the Monadnock education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 4.7 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal, or his designee. Rights exercised under this article shall be coordinated by the Building Principal or his/her designee.
- 4.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under the Agreement. Employees shall provide notification to their supervisor when substitutes are required.

- 4.10 Paid administrative leave shall be granted to employees for the purpose of attending the NEA-New Hampshire Delegate Assembly Convention, the NEA – New Hampshire Fall Conference, OR the NEA – New Hampshire Spring Conference. This shall be limited to one paid day per school-year for up to four (4) employees and no more than two (2) employees from any small elementary school. A small elementary school is defined as any elementary school having ten (10) or fewer employees. Employees shall be granted an additional day of unpaid leave to attend a second conference subject to the limitations set forth above.

The Association President or designee shall be granted two (2) additional days of paid administrative leave for purposes of conducting MESSA business. The Association President or designee shall provide twenty-four (24) hours' notice to his/her immediate supervisor prior to taking such leave.

- 4.11 New employees shall receive a copy of the collective bargaining agreement and a copy of the dues deduction from when they are provided with their employment packet.
- 4.12 Upon authorization from the bargaining unit member, the district shall deduct dues and contributions to the Association from the employee's paycheck.
- 4.13 The district shall provide the Association with the names of bargaining unit employees by September 15 of each year.

ARTICLE V EVALUATION

- 5.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced employees for the purpose of improving work performance and when work performance is below acceptable standards, to establish a record for the purposes of taking remedial and/or disciplinary action.
- 5.2 The employee will be given a copy of the written evaluation report prepared by the evaluator. Before final copies are forwarded to an SAU administrator, the employee shall have the right to append a rebuttal. The forms will then be signed by the employee and forwarded to an SAU administrator. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
- 5.3 The parties recognize and agree that, subject to the provision of this Article V, evaluation is a supervisory function. Any performance issue shall be brought to the attention of the employee within a reasonable timeframe, whether or not discipline will be imposed.
- 5.4 By September 30 of each school-year, each employee in the bargaining unit shall be made aware of the school district's current evaluation plan, provided with a copy of current evaluation form, and notified of the criteria, goals, and/or objectives upon which they will be evaluated. The Association shall have the right to contribute input and to meet and confer regarding any change to the plan; but in any event, the Board shall make the final determination with respect to any plan. The Board will apply the same plan throughout the district.
- 5.5. Each employee shall be entitled to access his personnel file during regular office hours upon notice to the Superintendent or his designee except in an emergency situation, in which event the information will be made available as soon as is reasonably possible.
- 5.6 The employee shall be notified when material is placed in his/her personnel file. The employee shall have the right to make appropriate response to any material contained in his personnel file and such response shall be made a part of the said personnel file. The employee has the right to make a copy.

ARTICLE VI TERMS OF EMPLOYMENT

- 6.1 (A) Employees who work during the academic year only shall be called school-year employees. The academic year is defined as no more than 183 days.

(B) Effective July 1, 2015, the typical work day for regular, full-time school year paraprofessional employees shall be seven and a half (7.5) hours per day, which includes a 30 minute paid lunch. These employees are eligible for New Hampshire Retirement. Paid lunch will not be considered hours worked for purposes of determining overtime.

- 6.2 Employees who work during the academic year and whose work extends beyond the academic year up to 239 days shall be called extended-year employees.

The typical work day for regular, full-time extended-year Building and Grounds employees and Trades employees hired before the effective date of this Agreement, as well as Administrative Assistants, shall be eight and a half (8.5) hours, which includes a 30 minute paid lunch. Paid lunch will not be considered hours worked for purposes of determining overtime.

The typical work day for regular, full-time extended-year Buildings and Grounds employees and Trades employees hired on or after the effective date of this Agreement shall be eight (8) hours, which includes a 30 minute paid lunch. Paid lunch will not be considered hours worked for purposes of determining overtime.

Regular, full-time extended year Buildings and Grounds employees and Trades employees hired before the effective date of this Agreement may permanently elect an eight (8) hour work day by notifying the District in writing by July 1st of any year during which this Agreement is in effect. Any such employee electing the eight (8) hour work day shall be provided with a one-time \$2,000 stipend. Such election shall be irrevocable.

- 6.3 Employees who work 240 or more days during the calendar year shall be called calendar-year employees.

The typical work day for regular, full-time calendar-year Building and Grounds employees and Trades employees hired before the effective date of this Agreement, as well as Administrative Assistants, shall be eight and a half (8.5) hours, which includes a 30 minute paid lunch. Paid lunch will not be considered hours worked for purposes of determining overtime.

The typical work day for regular, full-time calendar-year Buildings and Grounds employees and Trades employees hired on or after the effective date of this Agreement shall be eight (8) hours, which includes a 30 minute paid lunch. Paid lunch will not be considered hours worked for purposes of determining overtime.

Regular, full-time calendar-year Buildings and Grounds employees and Trades employees hired before the effective date of this Agreement may permanently elect an eight (8) hour work

day by notifying the District in writing by July 1st of any year during which this Agreement is in effect. Any such employee electing the eight (8) hour work day shall be provided with a one-time \$2,000 stipend. Such election shall be irrevocable.

6.4 Overtime compensation for employees shall be as follows:

- A. Hours worked, including holidays and vacation days, but excluding paid breaks including lunch, personal and wellness leave in excess of forty (40) hours per week shall be compensated at one and one half times the employee's regular straight rate of pay.
- B. There shall be no pyramiding of overtime pay.
- C. In the event that the employer offers compensatory time off in lieu of overtime payment, the election of time off or pay shall be the employee's.

6.5 An employee shall receive a minimum of two (2) hours pay whenever he/she is called into work to handle an emergency.

6.6 No later than the last day of school each year, the superintendent shall notify, in writing, all education support personnel and non-certified school district employees who have completed their probationary employment period of the intent to continue or not to continue that employment into the next school year. Except for unusual circumstances, if possible, employees shall be notified of their assignments for the next year no later than the last day of school.

6.7 The Association may submit suggestions regarding the school calendar on or before November fifteenth (15th) of the preceding year. The Association may also submit suggestions in the event that the Board determines that the calendar may be modified. The Board shall have the right to establish the school calendar and to make appropriate changes at any time. Such action by the Board shall not be subject to the grievance procedures of this Agreement.

6.8 The District may require an employee to attend a course or workshop, District-sponsored or otherwise, at no cost to the employee. Employees will be compensated for attending required District-sponsored workshops at their normal wage. Employees are encouraged, but not required to attend courses and workshops outside the normal work day.

6.9 (A) The Board will set aside an annual fund of \$20,000 for the purpose of funding staff Development for support staff, including courses and workshops which are relevant to the employee's classification.

(B) The Request shall be made to the employee's supervisor who shall review the request with the curriculum coordinator, the Assistant Superintendent or the Student Services Director if appropriate.

(C) If the request is denied, the employee has the right to appeal the decision to the

Superintendent whose decision shall be final.

(D) The employee must satisfactorily complete the course or workshop in order to receive reimbursement. In the event the employee takes a college course, he or she must receive a "C" or better or a "pass" if the course is taken pass-fail. In the event that an employee does not satisfactorily complete the course or workshop, he/she shall repay the district for any funds advanced. If the employee leaves district employment during the year in which the costs were encumbered, the refunded costs may be deducted from the last paycheck.

(E) Employees seeking reimbursement for a course or workshop must apply for reimbursement in advance of taking the course or workshop, and must provide proof of attendance or reimburse the District for funds advanced. Initial disbursement of funds will be limited to \$750.00 and allocated on a first come, first served basis. In the event that all funds are not encumbered by June 1 of any year, any employee who has qualified expenses beyond \$750.00 may apply for additional funds up to an additional \$1000. In the event that post-June 1 applications exceed funds available, those funds will be paid on a pro-rated basis.

(F) The Board shall pay the cost of required job related recertification and/or licensing fees.

6.10 (A) Vacancies and Promotions: For purposes of this Section 6.10, a vacancy shall mean any opening which the Board has decided to fill and which is covered by this Agreement. This shall include any new positions, openings due to separation from service, transfers, and promotions. In the event that two or more employees apply for a vacancy, criteria for placement will include a combination of seniority, evaluation and experience in the job classification.

(B) During the school year, as soon as the Board determines if a vacancy exists, notices will be posted on the official bulletin board in each school as soon as the administration is aware of such vacancies. Such notice shall remain posted for ten (10) consecutive days, excluding Saturday and Sunday. Such notice shall contain the date of posting, job title, and the name of the person to which the application is to be submitted. After July first (1st), notices will be posted in the School Administrative Unit Office. A copy of all vacancies shall be forwarded to the Association as soon as the administration is aware of such vacancies. The Association shall be responsible for notifying the administration where to send said notices.

(C) Voluntary Transfers: Whenever a bargaining unit position becomes vacant and the Superintendent/Board decides to fill the position, the positions shall be posted internally for 5 business days and qualified bargaining unit members within the District may apply to be transferred to the open position. The Superintendent or designee shall first consider the request for transfer of a qualified bargaining unit member from within the District, to fill the position. If a qualified bargaining unit member does not apply within 5 business days or is not transferred into the position, the position shall be opened to external candidates.

(D) Involuntary Transfers: In the event the position is not filled by a voluntary transfer or by hiring an external candidate, the Superintendent may involuntarily transfer a bargaining unit member into the open position.

The Superintendent shall notify the bargaining unit member, in writing, the reason for the transfer. Employees will be selected for involuntary transfer based on classification seniority, as defined in Article 11, with the least senior employee in the classification first to be involuntarily transferred, unless the Superintendent or designee determines in their sole discretion to select a more senior employee for transfer. If the Superintendent or designee determines that a more senior employee will be transferred, the reason(s) that the employee was selected shall be documented in writing and provided to the employee and the Association. The bargaining unit member shall have the right to request to meet and confer with the Superintendent or designee to discuss the involuntary transfer. No involuntary transfers will be done for arbitrary or capricious reasons. Any employee selected for an involuntary transfer may instead resign from the District without prejudice or shall be permitted to retire and receive any benefits for which they are qualified according to the criteria and procedures set forth in Article XIV of this Agreement.

6.11 Employees shall not transport students in their personal vehicles.

6.12 Employees shall not be required to work in unsafe or hazardous conditions.

6.13 After July 1, 2013 Sunday work will be paid at time and a half.

6.14 Nursing-related tasks shall not be assigned in a manner inconsistent with the state regulations applicable to school nurses (Nur 404.01 et seq.).

**ARTICLE VII
RATES OF PAY**

- 7.1 The Compensation Plan and its application are set forth in Appendix A, B, C and D attached hereto.
- 7.2 Employees new to the District will be paid no later than the first full district pay period that they work.
- 7.3 Employees who work during the school year will have the option to choose one of the following payment schedules, with or without credit union deductions. This provision applies only to employees who have at least two (2) years' employment in the District.
1. Twenty-one bi-weekly payments during the period of service.
 2. Twenty-six bi-weekly payments during the period of service (year-round employees only).
 3. Employees shall notify the School Administrative Unit Office, in writing, no later than August 15th, of their method of payment for the coming year. Their selection will be in effect for that school year.
- 7.4 Employees who work shifts other than first shift shall receive a shift differential in accordance with the rates set forth below:

Weekdays	\$.35 per hour
Weekends	\$.50 per hour

ARTICLE VIII INSURANCE

- 8.1 The Board agrees to maintain in effect single, two (2) person and family insurance plans as selected by the employees so long as they remain employed by the Monadnock Regional School District. Changes in the carrier may be made by mutual agreement. A summary of the benefits to be provided under said plan is set forth in Appendix E hereto.
- 8.2 For the length of this Agreement, the Board agrees to provide sufficient liability coverage so that every employee is insured up to one million dollars (\$1,000,000.00) for each incident.
- 8.3 The Board shall provide, without cost to the employee, group term life insurance in a sum of one time the employee's yearly wage up to the nearest thousand, with a minimum coverage of ten thousand dollars (\$10,000.00).
- 8.4 An employee on unpaid leave shall have the option of continuing his/her insurance coverage(s) at the group rate, provided that she/he pays the District for the appropriate premiums where such coverage is not prohibited by the carrier.

ARTICLE IX GRIEVANCE PROCEDURE

9.1 Definition

A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An “aggrieved employee” is the person or persons making the claim. All time limits specified in this Article shall mean calendar days.

9.2 Purpose

The parties acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix F attached hereto) and referred to the following formal grievance procedure (and a copy shall be sent to the immediate supervisor).

9.3 Right of Representation

An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to his requesting such representation.

9.4 Time Limit

A grievance to be considered under this procedure must be initiated in writing by the employee within 45 calendar days of its occurrence, or within 45 calendar days of when the employee should have known of its occurrence.

9.5 Formal Procedure

The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of any such grievance.

LEVEL A. Within seven (7) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within ten (10) days following any such meeting the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.

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

LEVEL C: The Board or committee thereof shall meet with the participants of Level B and examine the facts of the grievance. The School Board shall meet with the Association at its next regularly scheduled Board meeting following the receipt of the grievance or within thirty (30) days of the receipt of the grievance, whichever is sooner. The Board shall submit its written response within fifteen (15) days of the meeting.

LEVEL D: If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall first attempt to mutually agree upon an arbitrator. If the parties are unable to agree, they shall apply to the New Hampshire Public Employee Labor Relations Board to appoint one. ~~apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service.~~ The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provision of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be advisory on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

- 9.6 Time periods specified in this procedure may be extended by mutual agreement.
- 9.7 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 9.8 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B. A copy will be given to the building principal
- 9.9 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- 9.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 9.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).
- 9.12 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE X LEAVES OF ABSENCE

10.1 It is agreed that the use of leave days will be confined to purposes provided in this Article X.

10.2 (A) Employees shall be awarded wellness days on July 1 of each year according to the following:

Calendar year employees	12 per year up to a total of 90*
Extended year employees	11 per year up to a total of 90*
School year employees	10 per year up to a total of 90*

(B) Wellness leave will be prorated according to the number of hours for which the employee is regularly scheduled.

(C) An employee may be required to submit a doctor's note for absences of more than five (5) days in a row. The employee's supervisor will inform the employee of the need for a doctor's note prior to requiring it.

(D) Wellness days may be used in the event of personal or family illness or injury, important religious obligations, the death of a close friend or relative not covered under Section 10.6 of this contract, and unexpected situations that demand immediate action and for which no other leave provision applies.

(E) Employees shall be permitted to carry over up to 90 wellness days from one year to the next.

10.3 MATERNITY LEAVE

(A) Employees who become pregnant are expected to notify their principal of their expected due date at least ninety (90) days prior except in cases of emergency. The Board may request medical evidence of continued ability to perform duties adequately. Disability due to pregnancy shall be considered personal illness and shall be covered under 10.2 while the employee is actively employed by the School District.

10.4 CHILD REARING

(A) Paid Child-Rearing Leave: All employees are entitled to receive fifteen (15) consecutive days of paid child rearing leave during the first fifteen (15) days after the birth or adoption of a child. In the case of adoptions, the period of leave shall commence when the child is physically turned over to the employee or earlier if required by circumstances.

In the event both parents work for the district, one of the employees may opt to either take fifteen (15) consecutive days of said leave within fifteen (15) days of the birth or adoption or fifteen (15) consecutive days at any time during the first six weeks after the date of the birth or

adoption of a child, with the scheduling approved by the Superintendent. Following the fifteen (15) days of paid child rearing leave, the employee may elect to use other paid leave to which they are otherwise eligible.

(B) Unpaid Child-Rearing Leave: Employees shall be entitled upon request to an unpaid leave of absence for child-rearing purposes for a period of up to fifteen months, Including 12 weeks under the FMLA guidelines and the District's FMLA Policy. Such leave includes the birth or adoption of a child and shall commence with the birth of the child or when the adopted child is physically turned over to the employee (or earlier, if required by circumstances).

(iB) Such leave will be unpaid, all or a portion of which may be covered by the Family And Medical Leave Act (FMLA) and the District's FMLA Policy.

(Eii) Whenever possible, the employee requesting child-rearing leave shall notify his/her Supervisor of his/her intent at least ninety (90) days prior to the date of the commencement of leave.

(Diii) The employee's position shall be held open for up to fifteen months including 12 weeks under the FMLA guidelines and the District's FMLA Policy and upon return; he/she shall be returned to his/her former position. School year employees are encouraged to return to work at the beginning of a marking period in order to minimize disruption of the school system. If for any reason the employee's position has been eliminated while he/she is on leave, that employee shall be offered the first available position for which he/she is qualified, subject to the seniority, layoff, and recall provisions of this Agreement.

10.5 The Board agrees to provide a short term disability policy for each employee. A summary of the benefits to be provided under said plan is set forth in Appendix E, hereto.

10.6 When requested, employees shall be entitled to three (3) paid bereavement days per occurrence for the death of a sibling, grandparent, grandchild, in-laws, aunt, uncle, niece, or first cousin or other relative living in the employee's home. Employees shall be entitled to five (5) bereavement days per occurrence for the death of a spouse, domestic partner, child or parent.

The Superintendent or his/her designee may extend such leave at or grant additional bereavement leave at his/her discretion.

10.7 An employee who is absent due to a work-connected illness or accident (Worker's Compensation) shall, if requested by such employee, receive his net difference between Worker's 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 wellness pay. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provision of the Worker's Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions 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 was entitled prior to any such Worker's Compensation claim. Deductions to the employee's wellness leave shall be pro-rated as follows: one half (1/2) day if the net difference is less than fifty percent (50%), and one (1) full day if fifty percent (50%) or more. Proration is based upon the employee's normal workday.

- 10.8 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 10.9 An employee called as juror will receive his/her normal paychecks and will sign over to the district his/her juror earnings.
- 10.10 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.
- 10.11 Employees will be encouraged to take ~~paraprofessional~~ professional or training days for the benefit of the school district. District-directed professional or training ~~These days, with or without pay, shall be paid and~~ shall be granted at the sole discretion of the Superintendent of Schools, or ~~his~~ the Superintendent's designee.
- 10.12 Employees are entitled to three (3) paid personal leave days per year (non-cumulative) with no restrictions. Leave shall be granted provided the employee follows the procedure outlined below:
 - a. Employees shall submit written notice (Appendix G),
 - b. Twenty-four (24) hours notice shall be provided except in emergencies,
- 10.13 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

ARTICLE XI
SENIORITY, LAY OFF AND RECALL

- 11.1 No later than sixty (60) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work. In the circumstance of more than one (1) individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list.
- 11.2 The seniority list shall be prepared by the Employer and verified by the Association. A copy of the list shall be available in all buildings of the district by November 1st of each year. A copy of the seniority list and subsequent revisions shall be forwarded to the Association.

The School Administrative Unit Office will develop a list of employees separating the staff into the following categories:

- A. Paraprofessionals: Tutors, Instructional Assistants, and Library Assistants
- B. Buildings and Grounds: custodial, mechanical, and grounds maintenance
- C. Administrative Assistants
- D. Trades

- 11.3 All seniority, excepting as provided below, is lost when employment is severed by resignation, retirement, or discharge. However, seniority is retained if severance of employment is due to layoff (RIF) or approved leaves of absence. In cases of layoff, employees so affected shall retain all seniority accumulated as of the effective date of layoff or leave of absence.
- 11.4 (A) When the School Board makes a decision to reduce the number of employees within one or more of the bargaining unit classifications, employees within that classification or classifications shall be laid off based on their seniority as described in 11.1 above, unless a less senior employee is demonstrably more qualified than the senior employee. In the case of paraprofessionals who are tutors, the evaluation of qualifications shall include an analysis of the student's needs as set forth in the student's IEP. Demonstrably more qualified will be defined and measured by evaluations, experience in the position within the job classification, and professional growth/development.
- (B) Employees who have previously worked in another classification shall have the option to fill a vacant position in that classification instead of being laid off. He/she shall retain the right to be recalled to their original position for twenty-four (24) months.

- 11.5 Recall rights shall be consistent with the criteria established for layoffs.
- A) Recall rights shall be for a period of twenty-four (24) months from the last date of employment in the district.
 - B) To be eligible for recall, each employee shall be responsible for notifying the district of their wish to remain on the recall list. The District shall attach the recall notice form to the employee layoff notice and the employee must return the form to the District within fifteen (15) days of the notice of layoff.
- 11.6 Refusal of an offer from the Employer of a like position from which the employee was laid off or failure to respond within fifteen (15) days of the receipt of a written offer of a position made by the Employer shall be cause for termination of recall rights.
- 11.7 Notifications of recall shall be in writing. The notification shall be sent by certified mail to the employee's last-known address. It shall be the employee's responsibility to notify the Employer of any change of address.
- 11.8 Recalled employees shall be entitled to all benefits as provided herein.

ARTICLE XII
STRIKES AND SANCTIONS

- 12.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against employees. The terms and conditions of this Article shall apply only to this school district.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

- 13.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 13.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, orientation, age, membership and/or activity in the Association.
- 13.3 Copies of the Agreement shall be posted on the School District's website and available at the SAU office within thirty (30) days after the Agreement is signed. Employees may print copies using District equipment and expendable materials (e.g. paper and ink). The District shall provide each newly hired employee with a copy of Collective Bargaining Agreement along with the employee's individual employment agreement.
- 13.4 No employee will be formally disciplined without being afforded prior notice of the alleged infraction, an adequate opportunity to respond and rebut the allegations, and Association representation. The District will adhere to the principle of progressive discipline, provided that lesser forms of discipline may be omitted in cases of serious misconduct. A grievance alleging a violation of this provision may be appealed in accordance with Article IX.
- 13.5 Newly hired employees shall serve a probationary period of ninety (90) days during which time an employee may be dismissed or discharged without an explanation and with no recourse to the grievance and arbitration provision. Probationary employees shall be covered by benefits and salary, except for health insurance as set forth in Appendix E.
- 13.6 One pair of steel toed shoes and five (5) uniforms shirts will be provided for each Trades and/or Building and Grounds employee by the District on an annual basis. Any specialized work clothing determined by the District to be necessary will be provided on a department usage allocation.

ARTICLE XIV RETIREMENT

14.1 ~~After ten (10) or more years of service in the District, retirees who submit their resignation shall receive \$20.00 for each unused accrued leave day, and a~~After twenty (20) or more years of service in the District, retirees who submit their resignation ~~shall also receive \$200.00 for each year of service. during either the 2019-2020 or 2020-2021 school year shall receive \$250.00 for each year of service. Thereafter, after twenty (20) or more years of service in the District, retirees shall receive \$200 for each year of service.~~ This payment shall be made by July 1 and shall be considered wages for the employee's last year of employment. This bonus shall be included in the employee's last paycheck as wages and is considered salary for NH Retirement System's calculations. Employees who are planning on retiring notify the Board of such eighteen (18) months before the day they plan to retire. Employees who provide less than eighteen (18) months' notice of retirement, but who provide notice by March 15th of the year of retirement, shall receive payment eighteen (18) months from the date of notice. The Board may waive the notice requirements of this Article in its discretion. At its sole discretion the Board may permit an employee to rescind notice of intent to retire upon satisfactory demonstration of change in circumstances. However, no employee will be permitted to rescind notice of intent to retire more than once, and Board decisions to deny an employee's request to rescind shall not be subject to the grievance procedure.

ARTICLE XV
DURATION

- 15.1 Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties thereto, and shall continue and remain in force and effect to and including June 30, 2021, when it shall expire unless an extension is agreed to by both parties in writing prior to such date.
- 15.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Monadnock Regional School District and the Monadnock Educational Support Staff Association.

ARTICLE XVI
NOTICE UNDER AGREEMENT

- 16.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Monadnock Regional School District Board Chairman, 600 Old Homestead Highway, East Swanzey, New Hampshire 03446
- 16.2 Whenever written notice to the Monadnock Educational Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President of the Monadnock Educational Support Staff Association at his/her current address.
- 16.3 Either party, by written notice, may change the address to which future written notices shall be sent.

ARTICLE XVII HOLIDAYS AND VACATIONS

- 17.1 (A) Employees are eligible for holiday pay at their appropriate rate pro-rated for the number of hours that they would regularly be scheduled to work.
- (B) Calendar year employees shall receive the following (120) paid holidays and (21) floating holidays: Independence Day, Labor Day, the day before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Dr. Martin Luther King Day, President's Day (Observed), Memorial Day, Columbus Day, Veteran's Day and (21) floaters.
- (C) School year and extended year employees shall receive the following (10) paid holidays: Labor Day, Thanksgiving Day and the day after, Christmas Day, New Year's Day, Dr. Martin Luther King Day, President's Day, Memorial Day, Columbus Day and Veteran's Day.
- (D) Employees who are required to work on a holiday not part of their regular schedule shall receive one and one-half (1 1/2) times their appropriate straight time rate, plus their holiday pay. The Board reserves the right to pay employees in lieu of any holiday time off.
- (E) In the event any of the holidays specified in this Article is observed during the week before a regularly scheduled school vacation week, the employee shall be entitled to the holiday during the school vacation week.
- 17.2 Effective 2005-2006, Calendar year round employees (240 days or more) shall earn vacation days per year at the following rates:
- | | |
|---------------|---------|
| 0 – 5 years | 10 days |
| 6 – 10 years | 15 days |
| 11 - 14 years | 20 days |
| 15+ years | 25 days |
- 17.3 Calendar-year employees shall be granted vacation for times which they request, subject to the essential operating needs of the District. In making decisions regarding essential operating needs, the supervisor shall be fair and shall not be arbitrary or capricious.
- 17.4 In the event that two or more employees request vacation for the same time and essential operating needs require that an employee(s) not be granted vacation, the most senior employees shall receive vacation.
- 17.5 Employees may carry vacation over from one year to the next provided that no more than five (5) days may be carried over in one year. However, an employee who is requested to work and who otherwise would lose vacation days shall be permitted to carry over more than five (5) days from one year to the next.

APPENDIX A MONADNOCK REGIONAL COMPENSATION

- A. The compensation, for purposes of this Agreement, is set forth below in this Appendix. Effective the first paycheck of the 2021~~19~~/2022~~20~~ school year, each employee on the Salary Schedule will advance one step on the 2021/2022 Salary Schedule, except as set forth below:
- i. Effective the first paycheck of 2021/2022, employees on Steps 14, 15, and 16 in the Paraprofessional lane as of June 30, 2021 will be placed on Step 15 of the 2021/2022 Salary Schedule.
 - ii. Effective the first paycheck of 2021/2022, employees on Steps 17, 18, and 19 in the Paraprofessional lane as of June 30, 2021 will be placed on Step 16 of the 2021/2022 Salary Schedule.
 - iii. Effective the first paycheck of 2021/2022, employees on Steps 20, 21, and 22 in the Paraprofessional lane as of June 30, 2021 will be placed on Step 17 of the 2021/2022 Salary Schedule.
 - iv. Effective the first paycheck of 2021/2022, employees on Steps 23, 24, and 25 in the Paraprofessional lane as of June 30, 2021 will be placed on Step 18 of the 2021/2022 Salary Schedule.
- B. Effective the first paycheck of the 2022/2023 school year, each employee on the Salary Schedule will advance one step on the 2022/2023 Salary Schedule.
- A-C. Effective the first paycheck of each year this Agreement is in effect, off step employees in each lane, except the Trades lane, will receive a 2.5% salary adjustment (2021/2022) and 2.25% salary adjustment (2022/2023), respectively. ~~employed by the District on July 1, 2019 shall be placed on the step related to his or her years of experience.~~ Effective the first paycheck of each year this Agreement is in effective, off step employees in the Trades lane will receive a 2% salary adjustment in each of the two years of the Agreement.
- ~~B. Each year that this Agreement is in effect, employees on “plateau” steps shall receive a \$250 stipend. The stipend will be paid in two equal installments. The first installment will be paid in the first payroll of December and the second installment will be paid in the first payroll of June.~~
- ~~C. (1) In the first year of this Agreement, employees in the Administrative Assistant lanes who have been at the top step in their lane for more than one (1) year shall receive a 2% wage increase. In the second year of this Agreement, employees in the Administrative Assistant lanes who have been at the top step in their lane for more than one (1) year shall receive a 2.5% wage increase.~~
- ~~(2) In the first year of this Agreement, employees in the Paraprofessional lane who have been at the top step in their lane for more than one (1) year shall receive a 2.5% wage increase. In the second year of this Agreement, employees in the Paraprofessional lane who have been at the top step in their lane for more than one (1) year shall receive a 2.5% wage increase.~~

~~(3) — In the first year of this Agreement, employees in the Buildings and Grounds lane who have been at the top step in their lane for more than one (1) year shall receive a 2% wage increase. In the second year of this Agreement, employees in the Buildings and Grounds lane who have been at the top step in their lane for more than one (1) year shall receive a 2.5% wage increase.~~

~~(4) — Each year that this Agreement in effect, Trades employees who have been on top step for more than one (1) year shall receive a stipend equal to 1.5% of his or her annual base wage. The stipend will be paid in equal installments in each paycheck throughout the year. Additionally, employees who were members of the District's Maintenance Department prior to July 1, 2019 who were classified as Buildings and Grounds employees effective July 1, 2019 shall continue to receive pay in accordance with the Trades (formerly Maintenance) wage scale set forth below and, in the first year of this Agreement, shall receive a stipend equal to 1.5% of their annual base wages, to be paid in equal installments in each paycheck throughout the year.~~

- D. Newly-hired employees without experience, hired during the term of this Agreement, will be placed by the Superintendent at their appropriate compensation level set forth herein.
- E. Newly hired employees with experience, hired during the term of this Agreement, will be placed by the Superintendent at the same salary as all other employees then currently employed who have the same experience. Experience is defined as work experience in an equivalent position and shall be evaluated as follows:
- 1.) In public education: year for year placement.
 - 2.) In the private sector: will ordinarily be one (1) year placement for every two (2) years' experience. However, exception for placement based on experience and qualifications may be determined by the Superintendent.
 - 3.) Off Schedule Placement for Paraprofessionals. A paraprofessional vacancy may be placed off the standard wage schedule when qualifications for student services call for a special wage adjustment. While the Board retains the right to assign an adjusted wage, the Board agrees to meet and confer with the Association prior to assigning the wage. Any position scheduled for off-schedule placement shall be subject to internal posting.
 - 4.) All new hire forms and relevant information used for step placement will be sent to the Association with one (1) week of hiring a new employee.
- F. Steps on the compensation schedule equals years of experience, except for the paraprofessional lane. Steps on the compensation schedule in the paraprofessional lane equal years of experience for employees hired on or after July 1, 2021.

2019/20									
FY Ad Ast	2019/20	Sy Ad Ast	2019/20	SY Para	2019/20	FY BG	2019/20	FY Trade	2019/20
AAFY.1	\$11.00	AA.1	\$11.00	PP.1	\$11.00	BG.1	\$10.00	T.1	\$ 11.90
AAFY.2	\$11.25	AA.2	\$11.25	PP.2	\$11.25	BG.2	\$10.00	T.2	\$ 12.44
AAFY.3	\$11.50	AA.3	\$11.50	PP.3	\$11.50	BG.3	\$10.00	T.3	\$ 12.86
AAFY.4	\$12.00	AA.4	\$12.00	PP.4	\$11.75	BG.4	\$11.00	T.4	\$ 13.40
AAFY.5	\$12.30	AA.5	\$12.30	PP.5	\$12.00	BG.5	\$11.50	T.5	\$ 14.48
AAFY.6	\$12.89	AA.6	\$12.89	PP.6	\$12.25	BG.6	\$12.00	T.6	\$ 15.55
AAFY.7	\$13.56	AA.7	\$13.56	PP.7	\$12.50	BG.7	\$12.50	T.7	\$ 17.14
AAFY.8	\$14.17	AA.8	\$14.17	PP.8	\$12.75	BG.8	\$13.00	T.8	\$ 18.24
AAFY.9	\$15.32	AA.9	\$15.32	PP.9	\$13.25	BG.9	\$13.50	T.9	\$ 21.05
AAFY.10	\$16.00	AA.10	\$16.00	PP.10	\$13.75	BG.10	\$13.75	T.10	\$ 22.46
AAFY.11	\$16.25	AA.11	\$16.25	PP.11	\$14.75	BG.11	\$14.50	T.11	\$ 22.46
AAFY.12	\$17.50	AA.12	\$17.50	PP.12	\$15.50	BG.12	\$16.00	T.12	\$ 22.46
AAFY.13	\$18.36	AA.13	\$18.36	PP.13	\$15.60	BG.13	\$16.25	T.13	\$ 23.99
AAFY.14	\$18.36	AA.14	\$18.36	PP.14	\$15.70	BG.14	\$16.75	T.14	\$ 23.99
AAFY.15	\$18.50	AA.15	\$18.50	PP.15	\$15.80	BG.15	\$17.20	T.15	\$ 23.99
AAFY.16	\$18.80	AA.16	\$18.80	PP.16	\$16.00	BG.16	\$17.20	T.16	\$ 23.99
AAFY.17	\$18.93	AA.17	\$18.93	PP.17	\$16.10	BG.17	\$17.20	T.17	\$ 23.99
AAFY.18	\$19.10	AA.18	\$19.10	PP.18	\$16.20	BG.18	\$17.20	T.18	\$ 23.99
AAFY.19	\$19.25	AA.19	\$19.25	PP.19	\$16.30	BG.19	\$17.20	T.19	\$ 23.99
AAFY.20	\$19.40	AA.20	\$19.40	PP.20	\$16.40	BG.20	\$17.90	T.20	\$ 23.99
AAFY.21	\$19.55	AA.21	\$19.55	PP.21	\$16.50	BG.21	\$18.40	T.21	\$ 26.15
AAFY.22	\$19.70	AA.22	\$19.70	PP.22	\$16.60	BG.22	\$18.40	T.22	\$ 26.15
AAFY.23	\$19.85	AA.23	\$19.85	PP.23	\$16.70	BG.23	\$18.40	T.23	\$ 26.15
				PP.24	\$16.85	BG.24	\$18.40	T.24	\$ 26.15
				PP.25	\$17.00	BG.25	\$18.40	T.25	\$ 26.15
				PP.26	\$17.15	BG.26	\$18.60	T.26	\$ 27.29

2020/21									
FY Ad Ast	2020/21	Sy Ad Ast	2020/21	Sy Para	2020/21	FY BG	2020/21	FY Trade	2020/21
AAFY.1	\$11.50	AA.1	\$11.50	PP.1	\$11.50	BG.1	\$11.00	T.1	11.90
AAFY.2	\$11.80	AA.2	\$11.80	PP.2	\$11.75	BG.2	\$11.00	T.2	12.44
AAFY.3	\$12.10	AA.3	\$12.10	PP.3	\$12.00	BG.3	\$11.00	T.3	12.86
AAFY.4	\$12.40	AA.4	\$12.40	PP.4	\$12.25	BG.4	\$11.50	T.4	13.40
AAFY.5	\$12.70	AA.5	\$12.70	PP.5	\$12.50	BG.5	\$12.00	T.5	14.48
AAFY.6	\$13.09	AA.6	\$13.09	PP.6	\$12.75	BG.6	\$12.25	T.6	15.55
AAFY.7	\$13.76	AA.7	\$13.76	PP.7	\$13.00	BG.7	\$12.50	T.7	17.14
AAFY.8	\$14.39	AA.8	\$14.39	PP.8	\$13.25	BG.8	\$13.00	T.8	18.24
AAFY.9	\$15.54	AA.9	\$15.54	PP.9	\$13.50	BG.9	\$13.50	T.9	21.05
AAFY.10	\$16.24	AA.10	\$16.24	PP.10	\$14.00	BG.10	\$14.00	T.10	22.46
AAFY.11	\$16.49	AA.11	\$16.49	PP.11	\$14.75	BG.11	\$14.50	T.11	22.70
AAFY.12	\$17.25	AA.12	\$17.25	PP.12	\$15.25	BG.12	\$15.50	T.12	22.95
				PP.13	\$16.00	BG.13	\$16.50	T.13	23.20
				PP.14	\$16.10	BG.14	\$17.50	T.14	23.55
				PP.15	\$16.20	BG.15	\$18.00	T.15	23.80
				PP.16	\$16.30			T.16	24.05
				PP.17	\$16.40			T.17	24.30
				PP.18	\$16.50			T.18	24.50
				PP.19	\$16.60			T.19	24.70
				PP.20	\$16.70			T.20	24.90
				PP.21	\$16.80			T.21	25.50
				PP.22	\$16.90			T.22	25.80
				PP.23	\$17.00			T.23	26.10
				PP.24	\$17.10			T.24	26.40
				PP.25	\$17.20			T.25	26.70
				PP.26	\$17.35			T.26	27.29

2021/22

<u>FY Ad Ast</u>	<u>2021/22</u>	<u>Sy Ad Ast</u>	<u>2021/22</u>	<u>Sy Para</u>	<u>2021/22</u>	<u>FY BG</u>	<u>2021/22</u>	<u>FY Trade</u>	<u>2021/22</u>
<u>AAFY.1</u>	<u>\$12.00</u>	<u>AA.1</u>	<u>\$12.00</u>	<u>PP.1</u>	<u>\$12.00</u>	<u>BG.1</u>	<u>\$12.00</u>	<u>T.1</u>	<u>15.00</u>
<u>AAFY.2</u>	<u>\$12.50</u>	<u>AA.2</u>	<u>\$12.50</u>	<u>PP.2</u>	<u>\$12.20</u>	<u>BG.2</u>	<u>\$12.25</u>	<u>T.2</u>	<u>16.00</u>
<u>AAFY.3</u>	<u>\$13.00</u>	<u>AA.3</u>	<u>\$13.00</u>	<u>PP.3</u>	<u>\$12.50</u>	<u>BG.3</u>	<u>\$12.50</u>	<u>T.3</u>	<u>17.00</u>
<u>AAFY.4</u>	<u>\$13.50</u>	<u>AA.4</u>	<u>\$13.50</u>	<u>PP.4</u>	<u>\$12.80</u>	<u>BG.4</u>	<u>\$12.75</u>	<u>T.4</u>	<u>18.00</u>
<u>AAFY.5</u>	<u>\$14.00</u>	<u>AA.5</u>	<u>\$14.00</u>	<u>PP.5</u>	<u>\$12.90</u>	<u>BG.5</u>	<u>\$13.00</u>	<u>T.5</u>	<u>19.00</u>
<u>AAFY.6</u>	<u>\$14.50</u>	<u>AA.6</u>	<u>\$14.50</u>	<u>PP.6</u>	<u>\$13.15</u>	<u>BG.6</u>	<u>\$13.50</u>	<u>T.6</u>	<u>20.00</u>
<u>AAFY.7</u>	<u>\$15.00</u>	<u>AA.7</u>	<u>\$15.00</u>	<u>PP.7</u>	<u>\$13.20</u>	<u>BG.7</u>	<u>\$13.80</u>	<u>T.7</u>	<u>21.00</u>
<u>AAFY.8</u>	<u>\$15.50</u>	<u>AA.8</u>	<u>\$15.50</u>	<u>PP.8</u>	<u>\$13.25</u>	<u>BG.8</u>	<u>\$14.10</u>	<u>T.8</u>	<u>22.00</u>
<u>AAFY.9</u>	<u>\$16.00</u>	<u>AA.9</u>	<u>\$16.00</u>	<u>PP.9</u>	<u>\$13.85</u>	<u>BG.9</u>	<u>\$14.40</u>	<u>T.9</u>	<u>23.00</u>
<u>AAFY.10</u>	<u>\$16.50</u>	<u>AA.10</u>	<u>\$16.50</u>	<u>PP.10</u>	<u>\$14.20</u>	<u>BG.10</u>	<u>\$14.70</u>	<u>T.10</u>	<u>24.00</u>
<u>AAFY.11</u>	<u>\$17.00</u>	<u>AA.11</u>	<u>\$17.00</u>	<u>PP.11</u>	<u>\$14.75</u>	<u>BG.11</u>	<u>\$15.00</u>	<u>T.11</u>	<u>25.00</u>
<u>AAFY.12</u>	<u>\$17.50</u>	<u>AA.12</u>	<u>\$17.50</u>	<u>PP.12</u>	<u>\$15.25</u>	<u>BG.12</u>	<u>\$15.50</u>	<u>T.12</u>	<u>26.00</u>
				<u>PP.13</u>	<u>\$16.00</u>	<u>BG.13</u>	<u>\$16.50</u>	<u>T.13</u>	<u>27.00</u>
				<u>PP.14</u>	<u>\$16.50</u>	<u>BG.14</u>	<u>\$17.50</u>	<u>T.14</u>	<u>28.00</u>
				<u>PP.15</u>	<u>\$16.75</u>	<u>BG.15</u>	<u>\$18.00</u>	<u>T.15</u>	<u>29.00</u>
				<u>PP.16</u>	<u>\$17.00</u>	-			
				<u>PP.17</u>	<u>\$17.25</u>	-			
				<u>PP.18</u>	<u>\$17.50</u>	-			

2022/23

<u>FY Ad Ast</u>	<u>2022/23</u>	<u>Sy Ad Ast</u>	<u>2022/23</u>	<u>Sy Para</u>	<u>2022/23</u>	<u>FY BG</u>	<u>2022/23</u>	<u>FY Trade</u>	<u>2022/23</u>
<u>AAFY.1</u>	<u>\$12.50</u>	<u>AA.1</u>	<u>\$12.50</u>	<u>PP.1</u>	<u>\$12.50</u>	<u>BG.1</u>	<u>\$12.00</u>	<u>T.1</u>	<u>15.00</u>
<u>AAFY.2</u>	<u>\$13.00</u>	<u>AA.2</u>	<u>\$13.00</u>	<u>PP.2</u>	<u>\$12.75</u>	<u>BG.2</u>	<u>\$12.25</u>	<u>T.2</u>	<u>16.00</u>
<u>AAFY.3</u>	<u>\$13.50</u>	<u>AA.3</u>	<u>\$13.50</u>	<u>PP.3</u>	<u>\$13.00</u>	<u>BG.3</u>	<u>\$12.50</u>	<u>T.3</u>	<u>17.00</u>
<u>AAFY.4</u>	<u>\$14.00</u>	<u>AA.4</u>	<u>\$14.00</u>	<u>PP.4</u>	<u>\$13.25</u>	<u>BG.4</u>	<u>\$12.75</u>	<u>T.4</u>	<u>18.00</u>
<u>AAFY.5</u>	<u>\$14.50</u>	<u>AA.5</u>	<u>\$14.50</u>	<u>PP.5</u>	<u>\$13.50</u>	<u>BG.5</u>	<u>\$13.00</u>	<u>T.5</u>	<u>19.00</u>
<u>AAFY.6</u>	<u>\$15.00</u>	<u>AA.6</u>	<u>\$15.00</u>	<u>PP.6</u>	<u>\$13.70</u>	<u>BG.6</u>	<u>\$13.50</u>	<u>T.6</u>	<u>20.00</u>
<u>AAFY.7</u>	<u>\$15.50</u>	<u>AA.7</u>	<u>\$15.50</u>	<u>PP.7</u>	<u>\$13.90</u>	<u>BG.7</u>	<u>\$13.80</u>	<u>T.7</u>	<u>21.00</u>
<u>AAFY.8</u>	<u>\$16.00</u>	<u>AA.8</u>	<u>\$16.00</u>	<u>PP.8</u>	<u>\$14.00</u>	<u>BG.8</u>	<u>\$14.10</u>	<u>T.8</u>	<u>22.00</u>
<u>AAFY.9</u>	<u>\$16.50</u>	<u>AA.9</u>	<u>\$16.50</u>	<u>PP.9</u>	<u>\$14.05</u>	<u>BG.9</u>	<u>\$14.40</u>	<u>T.9</u>	<u>23.00</u>
<u>AAFY.10</u>	<u>\$17.00</u>	<u>AA.10</u>	<u>\$17.00</u>	<u>PP.10</u>	<u>\$14.55</u>	<u>BG.10</u>	<u>\$14.70</u>	<u>T.10</u>	<u>24.00</u>
<u>AAFY.11</u>	<u>\$17.50</u>	<u>AA.11</u>	<u>\$17.50</u>	<u>PP.11</u>	<u>\$14.90</u>	<u>BG.11</u>	<u>\$15.00</u>	<u>T.11</u>	<u>25.00</u>
<u>AAFY.12</u>	<u>\$18.00</u>	<u>AA.12</u>	<u>\$18.00</u>	<u>PP.12</u>	<u>\$15.55</u>	<u>BG.12</u>	<u>\$15.50</u>	<u>T.12</u>	<u>26.00</u>
			-	<u>PP.13</u>	<u>\$16.05</u>	<u>BG.13</u>	<u>\$16.50</u>	<u>T.13</u>	<u>27.00</u>
			-	<u>PP.14</u>	<u>\$16.60</u>	<u>BG.14</u>	<u>\$17.50</u>	<u>T.14</u>	<u>28.00</u>
			-	<u>PP.15</u>	<u>\$17.10</u>	<u>BG.15</u>	<u>\$18.00</u>	<u>T.15</u>	<u>29.00</u>
			-	<u>PP.16</u>	<u>\$17.25</u>	-			
			-	<u>PP.17</u>	<u>\$17.50</u>	-			
			-	<u>PP.18</u>	<u>\$17.75</u>	-			

2022/23

<u>FY Ad Ast</u>	<u>2022/23</u>	<u>Sy Ad Ast</u>	<u>2022/23</u>	<u>Sy Para</u>	<u>2022/23</u>	<u>FY BG</u>	<u>2022/23</u>	<u>FY Trade</u>	<u>2022/23</u>
<u>AAFY.1</u>	<u>\$12.50</u>	<u>AA.1</u>	<u>\$12.50</u>	<u>PP.1</u>	<u>\$12.50</u>	<u>BG.1</u>	<u>\$12.00</u>	<u>T.1</u>	<u>15.00</u>
<u>AAFY.2</u>	<u>\$13.00</u>	<u>AA.2</u>	<u>\$13.00</u>	<u>PP.2</u>	<u>\$12.75</u>	<u>BG.2</u>	<u>\$12.25</u>	<u>T.2</u>	<u>16.00</u>
<u>AAFY.3</u>	<u>\$13.50</u>	<u>AA.3</u>	<u>\$13.50</u>	<u>PP.3</u>	<u>\$13.00</u>	<u>BG.3</u>	<u>\$12.50</u>	<u>T.3</u>	<u>17.00</u>
<u>AAFY.4</u>	<u>\$14.00</u>	<u>AA.4</u>	<u>\$14.00</u>	<u>PP.4</u>	<u>\$13.25</u>	<u>BG.4</u>	<u>\$12.75</u>	<u>T.4</u>	<u>18.00</u>
<u>AAFY.5</u>	<u>\$14.50</u>	<u>AA.5</u>	<u>\$14.50</u>	<u>PP.5</u>	<u>\$13.50</u>	<u>BG.5</u>	<u>\$13.00</u>	<u>T.5</u>	<u>19.00</u>
<u>AAFY.6</u>	<u>\$15.00</u>	<u>AA.6</u>	<u>\$15.00</u>	<u>PP.6</u>	<u>\$13.70</u>	<u>BG.6</u>	<u>\$13.50</u>	<u>T.6</u>	<u>20.00</u>
<u>AAFY.7</u>	<u>\$15.50</u>	<u>AA.7</u>	<u>\$15.50</u>	<u>PP.7</u>	<u>\$13.90</u>	<u>BG.7</u>	<u>\$13.80</u>	<u>T.7</u>	<u>21.00</u>
<u>AAFY.8</u>	<u>\$16.00</u>	<u>AA.8</u>	<u>\$16.00</u>	<u>PP.8</u>	<u>\$14.00</u>	<u>BG.8</u>	<u>\$14.10</u>	<u>T.8</u>	<u>22.00</u>
<u>AAFY.9</u>	<u>\$16.50</u>	<u>AA.9</u>	<u>\$16.50</u>	<u>PP.9</u>	<u>\$14.05</u>	<u>BG.9</u>	<u>\$14.40</u>	<u>T.9</u>	<u>23.00</u>
<u>AAFY.10</u>	<u>\$17.00</u>	<u>AA.10</u>	<u>\$17.00</u>	<u>PP.10</u>	<u>\$14.55</u>	<u>BG.10</u>	<u>\$14.70</u>	<u>T.10</u>	<u>24.00</u>
<u>AAFY.11</u>	<u>\$17.50</u>	<u>AA.11</u>	<u>\$17.50</u>	<u>PP.11</u>	<u>\$14.90</u>	<u>BG.11</u>	<u>\$15.00</u>	<u>T.11</u>	<u>25.00</u>
<u>AAFY.12</u>	<u>\$18.00</u>	<u>AA.12</u>	<u>\$18.00</u>	<u>PP.12</u>	<u>\$15.55</u>	<u>BG.12</u>	<u>\$15.50</u>	<u>T.12</u>	<u>26.00</u>
		-		<u>PP.13</u>	<u>\$16.05</u>	<u>BG.13</u>	<u>\$16.50</u>	<u>T.13</u>	<u>27.00</u>
		-		<u>PP.14</u>	<u>\$16.60</u>	<u>BG.14</u>	<u>\$17.50</u>	<u>T.14</u>	<u>28.00</u>
		-		<u>PP.15</u>	<u>\$17.10</u>	<u>BG.15</u>	<u>\$18.00</u>	<u>T.15</u>	<u>29.00</u>
		-		<u>PP.16</u>	<u>\$17.25</u>	-			
		-		<u>PP.17</u>	<u>\$17.50</u>	-			
		-		<u>PP.18</u>	<u>\$17.75</u>	-			

APPENDIX E INSURANCE

1. HEALTH AND ACCIDENT INSURANCE

- (A) During the 2021/2022 school year~~this Agreement~~, the District will pay 812% of cost of the BC3TDR – RX 10/20/45 insurance plan for all employees working 30 hours or more per week. Effective the 2022/2023 school year, the District will pay 80% of the cost of the BC3TDR – RX 10/20/45 insurance plan for all employees working 30 hours or more per week.
- (B) Employees who work less than 30 hours per week shall not be eligible to receive health insurance benefits. The District agrees that it will not hire employees to work less than 30 hours per week in order to avoid paying benefits. Eligible employee may enroll in health insurance coverage through one of the following health care plan options:
- a. BC3TDR – RX 10/20/45
 - b. AB20IPDED – RX 10/20/45
 - c. AB5 – RX 10/20/45
 - d. BC3T15IPDED – RX 10/20/45
- (C) Employees may elect single, two (2) person or family coverage of plans offered.
- (D) An employee must enroll as a member of one of the selections under the provision of B above in order to be eligible for benefits or contributions set forth herein.
- (E) The difference between the Board's maximum contribution set forth and the actual cost to the Board to provide the coverage selected by an employee will be payroll deducted from the appropriate payroll period(s) by the Board.
- (F) Coverage shall be effective the first month following the 40th calendar day.
- (G) Any employee who chooses not to be enrolled in a District sponsored health insurance plan shall receive a yearly cash disbursement of \$2,500 to be paid at the end of each school year, upon proof of coverage through an alternate employer-sponsored health insurance plan. To be eligible to receive the applicable buy-out amount, proof of alternate employer-sponsored health insurance must be provided to the Business Office by May 1st. The disbursement amount shall be prorated for any employee who was not enrolled on alternative coverage through another employer-sponsored plan for the entire fiscal year.
- (G)(H) If any employee is enrolled in District health insurance through another District employee (i.e., where one employee is the primary subscriber and the second employee is enrolled under the primary employee's plan), the non-subscribing employee shall be eligible to receive a disbursement amount equal to the premium cost share paid by the subscribing employee, up to the cash disbursement amount that the non-subscribing employee would be eligible to receive if they were enrolled in non-District health insurance

Health Insurance Reopener and Fee Shifting Language

Notwithstanding the foregoing, the District and the Union agree that if the insurance premium cost for the BC3TDR – RX 10/20/45 insurance plan will trigger the application of the so-called “Cadillac Tax,” as it may be amended, the parties shall also follow the procedure below:

i. It is agreed that the District or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan(s) that may be necessary to avoid the application of the Cadillac Tax to the District or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The District shall assist the Union in obtaining plan design and pricing information from insurance providers.

ii. If within ninety (90) days of either party’s request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan(s) necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article 9.5, Level D.

2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.

3. The District and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax and redistribute any savings realized as a result of changing insurance plans. The District and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.

4. The arbitrator shall be empowered to select either the District’s proposal or the Union’s proposal (“final offer” arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

iii. Nothing in Appendix E shall be construed as requiring the District or the Union to submit any other dispute that may arise between them to interest arbitration or binding arbitration.

2. DENTAL

(A) Effective July 1, 2002, the Board agrees to pay each year 90% of the current year’s Delta Dental Insurance Plan for all employees working at least 30 hours per week. Employees

who were hired to work at least 17.5 hours on or before July 1, 2002, shall receive 90% of the current year's cost of single premium and 50% of dependent coverage paid by the Board. Employees who work less than 30 hours per week shall not be eligible to receive health insurance benefits. The District agrees that it will not hire employees to work less than 30 hours per week in order to avoid paying benefits.

- (B) In addition, the Board will be moving employees who currently work 6.5 hours per day to 7 hours per day. The hours shall be set for each school in consultation with the Association. This will make employees eligible for New Hampshire retirement.

3. DISABILITY

- (A) Long Term Disability: The board agrees to pay for a long-term disability insurance policy, with a 90 day waiting period, with benefits to age 65, affording 60% of pay to a maximum of \$3,500.00 per month.
- (B) Short Term Disability The Board agrees to pay for a short-term disability insurance policy which begins on the eighth day of illness or the first day of an accident for a period not to exceed twenty six (26) weeks. This plan shall provide income replacement of sixty (60) per cent of an employee benefit with a maximum weekly benefit of \$600.
- (C) In order to be eligible for either disability plan, an employee must first have exhausted his/her own wellness leave.

4. VISION

~~Effective July 1, 2019, the District agrees to offer eligible employees vision coverage through EyeWorks the Tri-State Vision Plan. To the extent there is a cost associated with such coverage, the District will contribute 82% of the premium cost for such coverage for all employees working at least 30 hours per week. Employees who work less than 30 hours per week shall not be eligible to receive vision benefits.~~

Effective July 1, 2019, the District shall also make VSP Choice Plan B vision insurance available to eligible employees at 100% employee cost.

**APPENDIX F
GRIEVANCE REPORT FORM**

Grievance No. _____ School District _____

To _____
(Name of Principal)

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Association

School: _____

Name of Grievant: _____

Date Filed: _____

LEVEL A

Date of Grievance _____

Statement of Grievance (Be sure to include the specific violation or condition with proper reference to the contract agreement.)

Relief Sought:

Signature _____

Date _____

Answer given by Principal:

Signature _____

Date _____

Position of Grievant:

Signature _____

Date _____

LEVEL B

Date received by Superintendent _____

Answer given by Superintendent:

Signature _____

Date _____

Position of Grievant:

LEVEL C

Date submitted to School Board _____

Answer given by School Board:

Signature _____ Date _____

Position of Grievant:

LEVEL D

Date submitted to Advisory Arbitration _____

Disposition of Arbitrator:

Signature _____

Date _____

Position of Grievant:

IN WITNESS WHEREOF the parties have executed this agreement on this —th day of _____, 2021~~19~~¹⁹.

MONADNOCK REGIONAL SCHOOL BOARD BY:

MONADNOCK EDUCATION SUPPORT STAFF ASSOCIATION By:

APPENDIX G SNOW DAY MAKEUP

1. The District shall provide school-year MESSA bargaining unit members who lose work opportunities as a result of the 1st and/or 2nd snow days the school year through scheduled District professional development programs, as identified on the school district calendar.
2. The District shall provide professional development for up to three (3) snow days for school-year MESSA bargaining unit members who lose work opportunities as the result the 3rd, 4th, and/or 5th snow day of each school year. The professional development offered shall be established within the sole discretion of the District.
3. School-year MESSA bargaining unit members who wish to have the opportunity to utilize the professional development provided by this Agreement shall notify the District on or by the first day of the school year of the school year in which they would like to participate. Employees who fail to make a timely notification shall be ineligible to participate in the professional development offered pursuant to this Agreement for that school year. Employees who choose to perform professional development in accordance with this Agreement agree to comply with the District's reasonable rules and expectations related to the professional development and shall sign a form to that effect. Failure to comply with the District's rules and expectations may result in discipline.
4. Any costs associated with the professional development provided under this Agreement, up to \$2,000, shall be paid through the professional development funds allocated in accordance with Article 6.9 of the parties' collective bargaining agreement. Only costs related to professional development provided by outside sources shall be eligible to be paid out of the Article 6.9 funds under this paragraph, such as costs of books, materials, online programming, or outside speakers.
5. The District reserves the right to discontinue the Snow Day Make-Up program, as outlined in this Appendix, by providing the Association with thirty (30) calendar days' written notice prior to the beginning of any school year. If the District discontinues the Snow Day Make-Up program as outlined in this Appendix, it shall engage in bargaining as required by law.

MEMORANDUM OF UNDERSTANDING

Pursuant to this Memorandum of Understanding (“MOU”) between the Monadnock Regional School District (“District”) and the Monadnock Education Support Staff Association (“MESSA”), the parties agree to the following:

1. Effective the first paycheck of the 2021/2022 school year, Sandra Smith and Sharon Duquette shall be paid \$20.35 per hour.
2. Effective the first paycheck of the 2022/2023 school year, Sandra Smith and Sharon Duquette shall receive the same wage adjustment as other off-step employees in the Administrative Assistant lane, as outlined in Appendix A(C) of the parties 2021-2023 CBA.
3. This MOU shall become effective upon the approval of the 2021-2023 CBA by the District’s legislative body. This MOU shall be null and void in the event the 2021-2023 CBA is voted down by the District’s legislative body.

Dated:

Dated:

Monadnock Regional School District

MESSA