

AGREEMENT BETWEEN
THE CONTOOCCOOK VALLEY EDUCATION ASSOCIATION, NEA-NH
AND
THE CONTOOCCOOK VALLEY SCHOOL BOARD
JULY 1, 2022 – JUNE 30, 2025

SECTION A	1
GENERAL	1
Article 1 - Recognition	1
Article 2 - Negotiations Process	3
Article 3 - Grievance Procedure	4
Article 4 - Peaceful Resolution of Disputes	6
Article 5 - Management Rights	7
Article 6 - Leaves of Absence	7
Article 7 – Benefits.....	13
Article 8 - Co-curriculars and Athletics	21
Article 9 - Pay and Deductions.....	22
Article 10 - Discipline	23
Article 11 - Employee Rights	23
Article 12 - Miscellaneous Provisions.....	26
Article 13 - Duration of Agreement	27
Article 14 - Reductions in Force.....	27
SECTION B	30
TEACHERS	30
Article 1 – Definitions	30
Article 2 - Terms of Employment.....	30
Article 3 - Leaves of Absence	33
Article 4 – Benefits.....	33
Article 5 – Salaries	33
Article 6 – Evaluations	36
Article 7 - Transfers of Teachers	36
Article 8 – Miscellaneous	38
SECTION C	38
PARAPROFESSIONALS	38
Article 1 - Definitions.....	38
Article 2 - Terms of Employment.....	38
Article 3 - Leaves of Absence	40
Article 4 - Benefits	40
Article 5 – Wages	40
Article 6 – Evaluations	42
Article 7 – Transfers	42
SECTION D	43
SPECIAL SERVICE PROFESSIONALS	43
Article 1 - Definitions.....	43
Article 2 - Terms of Employment.....	43
Article 3 - Leaves of Absence	46
Article 4 – Benefits.....	46
Article 5 – Salaries	46
Article 6 – Evaluations	49
Article 7 - Transfers of SSPs	49
Article 8 - Miscellaneous.....	50

SECTION A

GENERAL

Article 1 - Recognition

1.1. Definition of Bargaining Unit

It is hereby certified that Contoocook Valley Education Association is the exclusive representative of the employees of the Contoocook Valley School District in the unit described below for the purpose of collective negotiations, settlement of grievances.

UNIT: All classroom teachers and other professional staff whose positions require certification by the NH Department of Education, including but not limited to Education Technology Integrators, guidance/school counselors and librarians/media specialists; all professional staff whose positions require licensure or certification by a licensing board and all other regularly employed professional staff who provide services directly to students or who assist in the delivery of services, including but not limited to Nurses, Social Workers, Occupational Therapists, Physical Therapists, Speech Language Pathologists/Specialists, School Psychologists, Student Assistance Counselors, Pre-School Consultants/Coordinators, Transition Coordinators, Mentors and Portfolio Teachers; all paraprofessional staff including but not limited to Licensed Practical Nurses, Certified Occupational Therapy Assistants, and Speech Language Pathology Assistants.

EXCLUDED: All supervisory, administrative, and confidential employees, including Superintendents, Assistant Superintendents, Business Administrator, Principals, Assistant Principals, Teaching Principals, Community Principals, Curriculum Coordinators, Directors, and special education coordinators; special program staff, including Literacy Coach, Art Integration, School To Work, and Technology Integration Specialist; and other support personnel including facilities staff, administrative assistants, food service workers, transportation staff and technology support personnel.

For the duration of this Agreement, the bargaining unit shall include those persons now or hereafter who, for a substantial portion of their time, perform the duties or functions of the employees included in the bargaining unit defined in Article 1, Section 1.1 of this Agreement. It is agreed that independent service providers who are contracted on an as needed basis are not included in the bargaining unit, provided that existing bargaining unit positions and/or employees will not be displaced.

1.2. Exclusive Representative

For so long as the Association legally represents, for the purposes of collective negotiations, the members of the bargaining unit, the Board agrees not to negotiate with any employees' group other than the Association. Provided, however, that this shall not prevent the Board from communicating or consulting with any individual employee or group of employees from any purpose the Board shall deem desirable in the discharge of its responsibilities.

1.3. Definitions

1.3.1. The term "School", as used in this Agreement, means any work location or functional division maintained by the Board where instruction is offered to children enrolled in the Contoocook Valley School District of School Administrative Unit #1.

1.3.2. The term "Principal, Community Principal or Teaching Principal", as used in this Agreement, means the responsible administrative head of his/her respective school.

1.3.3. The term "teacher" shall refer to those persons employed by the Board whose positions require certification by the Department of Education as a professional engaged in teaching. The provisions of this Agreement which relate solely to the employment of teachers are found in Section B.

1.3.4. The term "paraprofessional" refers to those persons employed by the Board whose positions do not require a bachelor's degree but may require either certification by the Department of Education as a paraeducator or licensure by another licensing board and who support classroom instruction or the delivery of services to students. Highly Skilled Paraprofessionals are paraprofessionals whose positions require a license and/or certification in the field in which they provide service (e.g. Certified Occupational Therapy Assistant, Physical Therapist Assistant, Speech Language Pathology Assistant, Licensed Practical Nurse, Certified Sign Language Interpreter, RTI Paraprofessionals). The provisions of this Agreement which relate solely to the employment of paraprofessionals are found in Section C.

1.3.5. The term "specialized service professionals" refers to those persons employed by the Board whose positions require a minimum of a bachelor's degree and/or certification or licensure by a licensing board and who are engaged in the delivery of specialized services to students, and whose scope of practice includes independent comprehensive assessment and evaluation (e.g. School Psychologist, Occupational Therapist, Physical Therapist, School Nurse, Speech and Language Specialist, or Speech and Language Pathologist). The provisions of this Agreement which relate solely to the employment of specialized service providers are found in Section D.

1.3.6. Full-time means any bargaining unit member working 35 hours or more per week for the school year. In the event that the kindergarten becomes a half day program, the teaching positions within the program will be considered part-time positions, designated as a .6 FTE (full time equivalent).

1.3.7. Seniority as used in this Agreement is defined as the total years of uninterrupted service to the District as a member of the bargaining unit. Approved leaves of absence shall not result in loss of accrued seniority, nor shall the leave of absence time count toward accruing seniority. A bargaining unit member who accepts a position as an administrator or other professional position, such as math and literacy coaches, outside the CVEA bargaining unit but within the Conval School District will retain any seniority accrued in a bargaining unit position plus any years in such administrative or other professional

position for purposes of seniority in the prior bargaining unit classification and salary schedule placement in the event that he/she subsequently, voluntarily or involuntarily, returns to a position in the same classification within the CVEA bargaining unit. Part time employees shall accrue seniority on a pro-rata basis. Seniority as used in this Agreement shall be computed by referring to the date and time if necessary that the employee's signed and dated first continuing contract was received by the Superintendent's Office. Seniority as a paraprofessional will not count towards seniority as a teacher or SSP. Seniority as a teacher or SSP will not count towards seniority as a paraprofessional. Seniority as an SSP will not count towards seniority as a teacher. Seniority as a teacher will not count towards seniority as an SSP. Seniority lists will be updated annually and a copy made available to any bargaining unit member upon request.

1.3.8. The Board shall determine the number of staff needed to meet the needs of the District. If new bargaining unit positions are created, the Board will initially determine the duties, qualifications and classification (Teacher, Paraprofessional or SSP) and will inform the Association prior to filling the position.

Article 2 - Negotiations Process

2.1 For as long as the District is bound by RSA 40:13, on or before September 1 of the appropriate year, the Association shall present to the Board a letter of intent to enter into collective bargaining as required by RSA 273-A. On or before September 15, the parties agree to enter into negotiations in good faith effort to reach agreement. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. The Board shall make a good faith effort to secure the funds necessary to implement said agreement.

If such funds are not forthcoming, the Board and the Association shall resume negotiations as required by RSA 273-A if affected thereby, in accordance with the provisions of the agreement. Should the District no longer be bound by Senate Bill 2, then timelines in RSA 273-A shall apply.

2.2 If by 90 days prior to the budget submission date, the parties fail to reach agreement on any matters which are the subject of negotiation; either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association (AAA), or by mutual agreement, the Public Employee Labor Relations Board (PELRB) to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The AAA or PELRB will, upon receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties or their representative, or both, forthwith, either jointly or separately, and will take such other steps as she/he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The cost for the services of the mediator, including, if any, per diem expenses, will be shared equally by the Board and the Association.

2.3 If the mediator is unable to effect settlement of the controversy within fifteen (15) school days within the school year and fifteen (15) calendar days outside the school year after his/her being appointed, or resolution of negotiation matters has not been achieved by 50 days prior to the Budget Submission Date, either party may, by written notification to the other, request that their differences be subjected to fact-finding.

Either party may request the AAA or PELRB to designate a fact-finder. The AAA or PELRB will, upon receipt of such request, designate a fact-finder in accordance with rules and procedures prescribed by it for making such designation. The fact-finder so designated will not, without the consent of both parties, be the same person who was appointed mediator pursuant to Section 2.2.

Article 3 - Grievance Procedure

3.1 Definition

3.1.1 A “Grievance” shall mean a claim by a bargaining unit member alleging that he/she has suffered a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. It is agreed that a grievance shall not include:

- a. A claim of a non-continuing contract teacher which arises by reason of his/her non-renewal;
- b. A claim by a paraprofessional or SSP with fewer than (5) years of service which arises by reason of his/her non-renewal; or
- c. Any other matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone as defined by State Statute or by the Powers and Duties of School Boards as defined by the State Board of Education.

3.1.2 The Board agrees to allow grievances to be filed under the following provisions through the Board level. The Board does not agree to binding arbitration on the following provisions:

Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education.

3.1.3 A grievance related to the nonrenewal of a paraprofessional is subject to the provisions of Section B, Article 2.2 and a grievance related to the nonrenewal of an SSP is subject to the provisions of Section D, Article 2.2.

3.1.4 For purposes of this Article, “days” shall refer to school days, except during the periods when school is not in session when it shall refer to business days, exclusive of holidays and weekends. Any deadline may be extended by mutual agreement of the parties.

3.1.5 To be considered under this Grievance Procedure, a grievance must be initiated in writing by the employee at Level 2 (Article 3.2.3) within twenty-five (25) days of the grievable action or when the grievant knew of its occurrence.

3.2 Procedure.

3.2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

3.2.2 It is understood that any grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

3.2.3 Level 1: Before initiating a formal grievance, the grievant shall discuss the matter first with his/her principal (or immediate supervisor or department head/teaching principal if applicable) in an attempt to resolve the matter informally at that level.

3.2.4 Level 2: If the matter is not resolved informally at Level 1, the grievant may submit the grievance, in writing, to the Principal, or to the Superintendent if the immediate supervisor is the Principal. The grievance must be made in writing on the Grievance Report Form attached in Appendix C within twenty-five (25) days in accordance with Article 3.1.5.

The Superintendent or the Principal shall attempt to resolve the matter as quickly as possible but within a period not to exceed fifteen (15) days from the receipt of the grievance. The Superintendent or the Principal shall communicate his/her decision in writing to the grievant, to the Association and to the Principal or other immediate supervisor.

3.2.5 Level 3: If the Principal is involved at Level 2, the grievant may appeal the Principal's decision to the Superintendent. The same time limits as set forth in Article 3.2.4 shall apply at Level 3.

3.2.6 Level 4: If the grievance is not resolved to the grievant's satisfaction, she/he, no later than ten (10) days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. A committee of at least three members of the Board shall hold a hearing with the grievant, render a decision in writing and forward copies thereof to the grievant and to the Association within twenty-five (25) days of the date of the hearing. The hearing shall be held no later than forty (40) days after the receipt of the appeal.

3.2.7 Level 5: If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and she/he wishes a review by a third party, and if the

Association determines that the matter should be reviewed further, it shall so advise in writing the Board through the Superintendent within twenty-five (25) days of receipt of the Board's decision.

3.2.8 The parties shall first attempt to select a mutually agreeable arbitrator. If they are unable to agree, either party may request a list of qualified arbitrators from either the PELRB or the AAA and will follow that agency's rules for selecting the arbitrator.

3.2.9 The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. She/he can add nothing to nor subtract anything from the Agreement between the parties, or any policy of the Board. The recommendations of the arbitrator shall be binding.

3.2.10 The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be shared equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

3.3 Rights of Bargaining Unit Member to Representation

3.3.1 A grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by the Association or by a representative selected or approved by the Association.

3.3.2 When a grievant is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance in writing to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence. The Association may be present and present its views in writing.

3.3.3 All documents, communications and records dealing with the processing of a grievance may be filed in a separate file and will not be placed in an employee's personnel file or disclosed to any prospective employer. A copy of such grievance(s) shall, upon request, be given to the grievant.

Article 4 - Peaceful Resolution of Disputes

4.1 The Association and the Board agree that any differences between the parties on matters relative to the Agreement, including grievances, arbitration and negotiations, shall be settled by the means herein provided. The Association, in consideration, shall not, during the term of this Agreement, engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Board sponsor any lockout.

Article 5 - Management Rights

5.1 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, (a) to direct employees of the District, (b) to hire, promote, demote, assign, and retain bargaining unit members in positions with the District, and to suspend, discharge, or take other disciplinary action against bargaining unit members, (c) to relieve bargaining unit members from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the District operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the District in situations of emergency.

Article 6 - Leaves of Absence

6.1 Paid Leave

6.1.1 Sick and Personal Leave Days

Bargaining unit members shall be credited with eleven (11) days of sick/personal leave at the beginning of each school year for personal reasons or illness or injury. For purposes of this paragraph, sick/personal leave days may be taken due to personal reasons, illness or injury of the bargaining unit member or for the care of the bargaining unit member's ill or injured spouse, children or parents.

Unused sick/personal days may accrue from year to year up to a maximum of 105 days. Bargaining unit members who work less than a full year shall have their sick/personal days prorated according to the percentage of the full year that they work, rounded to the nearest whole hour.

If the bargaining unit member is absent because of personal illness or injury, or caring for their ill or injured spouse, children or parents, for four (4) or more work days, he/she must submit a District approved medical certificate to the Human Resources department. Bargaining unit members who are going to be absent due to illness or injury must notify their principal or supervisor as soon as is practical and must enter their absence (properly coded) in the District's online time system. Of the days allowed for sick and personal leave, three (3) days of sick/personal leave may be used for undisclosed personal reasons provided that the bargaining unit member obtains the approval of his/her principal or supervisor. Whenever possible, the bargaining unit member should seek such approval at least five (5) days in advance. A principal may withhold permission only if, in his/her opinion, granting such permission would be detrimental to the functioning of the school. No undisclosed personal days may be taken on workshop or training days, during the first or last five school days, or contiguous with school vacation periods or student holidays. No days may accumulate from year to year as undisclosed personal days. Unused personal days may be accumulated as sick days.

A bargaining unit member who requests and is approved for unpaid leave under the Family and Medical Leave Act (FMLA) due to a qualifying exigency related to covered active military duty or deployment of the employee's spouse, son, daughter, or parent, may use up to two (2) sick days per year. A bargaining unit member shall also be entitled to use up to three (3) personal days, if available, for such leave. For other non-FMLA covered military events for the bargaining unit member's spouse, son, daughter, or parent, such as graduation ceremonies, etc., the bargaining unit member may use up to three (3) personal days, if available.

6.1.2 Emergency Day

Each bargaining unit member shall be eligible for one (1) non-cumulative emergency day with full pay which may be used for important matters which require absence during the school day; i.e. absence for personal or legal business, household or family matters which cannot be accomplished outside the normal school day. Any request shall state the general reasons for the absence. The non-cumulative emergency day shall not be used to extend a holiday or vacation, may not be used on workshop or training days, during the first or last five (5) school days or the last five (5) work days for bargaining unit members, and may not be used in conjunction with sick/personal leave, except with permission of the Superintendent in extenuating circumstances. Unused - non-cumulative emergency days will not carry over to the next school year. Bargaining unit members who wish to use an emergency day must notify their principal or supervisor as soon as is practical, and must enter their absence (properly coded) in the District's online time system.

6.1.3 Bereavement Leave

Up to four (4) days bereavement leave during the school year shall be granted with pay to a bargaining unit member who requests such leave for each occurrence of a death in his/her immediate family. "Immediate Family" shall mean parent/step-parent, parent-in-law, spouse, or domestic partner, child/stepchild, or grandchild.

Two (2) days bereavement leave during the school year shall be granted with pay to a bargaining unit member who requests such leave for each occurrence of a death of a sibling, grandparent, aunt/uncle, child's spouse, brother or sister's spouse, spouse's brother/sister, or niece/nephew, or any member of the bargaining unit member's household.

Additional days may be granted at the discretion of the superintendent (or designee). Unused bereavement leave may not be carried over to the succeeding school years.

6.1.4 Leave for CVEA President

A total of six (6) one-half days or three (3) full days of paid leave each school year will be available to the President of the Education Association or designee (or shared by

Co-Presidents) to be used within the District for working with members of the bargaining unit who may have grievances as defined in Article 3 of this Agreement or other Association business. Additional days may be approved by the Superintendent, or designee, as paid or unpaid leave days.

6.1.5 Sabbatical Leave

The Board hereby recognizes the inherent value of a Sabbatical Leave Program and acknowledges that such a program is a viable function of the Professional Development Committee. A Sabbatical leave shall be granted at the sole discretion of the Board upon the recommendation of the Superintendent. Pay may be distributed as either full payment or partial payment as determined by the Conval School Board. Refer to the Professional Development Master Plan for complete information.

6.1.6 Sick Day Bank

The Association and the Board agree that bargaining unit members are eligible to participate in a Sick Day Bank which shall be administered by the Administration.

Purpose: The purpose of the Sick Day Bank is to provide additional paid sick days to employees who have exhausted their accumulated sick/personal leave and experience a serious personal illness, injury, or other disability, but who are not yet eligible for disability insurance coverage.

Participation: Participation is voluntary by way of election. Bargaining unit employees wishing to join the Sick Day Bank must submit an election form to the Human Resource office and contribute one (1) sick day from their accrual for that school year.

- a. **New Members:** Newly hired employees will be provided a copy of the election form with their contracts and will have 21 calendar days to return the completed form to the Human Resource office. Bargaining unit employees who commenced employment prior to July 1, 2019 will be provided an election form on or before the first day of the 2019-20 school year and will have until October 1, 2019 to submit the form to the Human Resource office.
- b. **Renewal:** Employees who participated in the Sick Day Bank the preceding year will be automatically enrolled unless they opt out of the Sick Day Bank by requesting the election form from the Human Resource office and returning the completed form to the Human Resource office by October 1.
- c. **Part-time employees** will donate and be eligible to use prorated days based on their FTE status.

Administration: The Sick Day Bank will be administered by a Sick Bank Committee composed of one member appointed by the Association Executive Board and one member

appointed by Administration. In the event the two members do not agree, a designated member of the School Board will make the final determination.

Sick Bank Contributions and Balance:

- a. Accounting: Beginning in July 2020 and in July of each year thereafter, the business office will send a report to the Association President showing the balance in the Sick Day Bank at the start of the school year, total days added and days used during the previous year, and ending balance as of June 30.
- b. Maximum Balance: Sick days may accumulate in the bank up to a maximum of two (2) times the number of participating members.
- c. Minimum Balance: If as of June 30 the number of sick days in the bank is less than ½ of the number of participating members, each member of the Sick Day Bank will be required to contribute one (1) day at the start of the next school year.

Utilization of Sick Bank Days:

- a. Request: Participants may apply for a specific withdrawal of up to 30 days from the Sick Day Bank by submitting an application to the Superintendent which shall be in writing and shall state the total number of days requested and the reason for the request.
- b. General Usage: The Sick Day Bank may be used for serious personal illness, injury, or disability. Voluntary or cosmetic procedures, if not medically necessary, are not covered. Pregnancy-related disability, and post-partum recovery shall be covered.
- c. Evidence of Need: The Sick Bank Committee may require a doctor's note and may request input from Administration.
- d. Decision: Decisions of the Sick Bank Committee will be final and are not subject to the Grievance Procedure in Article 3.

6.2 Unpaid Leave

6.2.1 Family and Medical Leave

Eligible bargaining unit members are entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3, and all subsequent amendments thereto. A complete copy of the Family and Medical Leave Act of 1993 and any subsequent amendments may be obtained through the Superintendent's Office.

6.2.2 Terminal Illness

A bargaining unit member who contracts a terminal illness with medical documentation shall be granted Medical leave of absence and continue to be eligible for all current benefits. The District shall continue to pay the district's portion of the bargaining unit member's health benefits for a period of not more than one year from the date that the member exhausts his/her sick/personal leave benefits or becomes covered by the Long Term Disability Plan, whichever is longer.

6.2.3 Military Leave

Military leave without pay or any other benefits shall be granted to any bargaining unit member as mandated by state or federal law.

A bargaining unit member required by official orders to attend National Guard, or other military reserve duty, during the school year, shall receive pay for such period (not to exceed two (2) weeks) equal to his/her regular gross pay, less the amount he/she received from the military for said required temporary service. The bargaining unit member shall make reasonable attempts through his/her local unit commander, to request training that does not conflict with the work year.

6.2.4 Leave to Serve New Hampshire Education Association

A leave of absence for a period not to exceed two (2) years shall be granted to a bargaining unit member for the purpose of serving the NEA-New Hampshire in the capacity of President, Uni-Serv Representative, or a Staff Development Committee member. No more than two (2) persons in any one (1) school year shall be granted a leave of absence under this provision.

6.2.5 Leave to Pursue Education

A bargaining unit member may apply for a leave of absence to pursue further education or other professional growth, which may be approved at the sole discretion of the Board.

6.2.6 Personal Leave of Absence

A bargaining unit member may apply for a personal leave of absence not to exceed one (1) school year, which may be approved at the sole discretion of the Board. The approval or denial of a request for such a leave shall not be subject to the grievance procedure.

6.2.7 Parental Leave

Employees shall be entitled to up to one full academic year of unpaid parental leave upon the birth or adoption of a child. Employees may elect to use accrued paid sick leave

concurrently with parental leave for the first twelve (12) weeks. Employees shall notify the Director of Human Resources sixty (60) days prior to the commencement of the leave, or as soon as practicable. Such notice shall include the employee's anticipated date of return. During parental leave, the employee shall remain eligible for fringe benefits such as health insurance with District contribution while using accrued sick time or while qualified under FMLA. After sick time and/or FMLA eligibility is exhausted, benefits may be continued at the employee's **sole** expense. If the leave exceeds 135 school days, the employee shall not receive credit on the salary or wage schedule for the leave period.

6.3 General Provisions

6.3.1 Unless otherwise specified, the following provisions shall apply to all leaves of absence described in section 6.2:

- a. All requests for leave of absence shall be in writing, shall be acted upon in writing, and shall not be modified except in writing. Requests for leave of absence or extensions or renewals shall be granted at the sole discretion of the Board upon the recommendation of the Superintendent.
- b. A bargaining unit member requesting a leave of absence shall apply for said leave on or before February 1 of the year prior to the school year for which the leave is sought.
- c. The leave shall be without pay or benefits. Medical and Dental insurance may continue at the bargaining unit members' choice with the understanding that the employee will be responsible for the full premium cost.
- d. The granting of such leave shall in no way cause a loss of seniority/service accrued prior to said leave. However, no seniority/service shall accrue during the leave.
- e. The bargaining unit member shall notify the Board in writing on or before February 1 of his/her intent to return to the District at the beginning of the following school year. Failure of the employee to so notify the Board shall relieve the Board and the District of any further employment obligations with the employee.
- f. The employee may return to the District as a bargaining unit member if he/she has pursued the purpose or educational program for which the leave was granted.
- g. It is the intent of the Board to reinstate the bargaining unit member on leave of absence to his/her former position, following consultation with the Superintendent, if the former position still exists, and if in the opinion of the Superintendent and Board, it is in the educational interests of the District to do so. Further, it is the intent of the Board to reinstate the employee on leave to a position for which he/she is certified.

- h. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick/personal leave and accrued seniority, shall be restored to him/her upon his/her return, if legally permissible.

6.3.2 Sick Leave for Retiring Bargaining Unit Members

For a bargaining unit member who has given proper notice of retirement* which has been accepted by the Board, and is eligible for the Retirement Buy-Back Plan (Article 7.10), authorized absences incurred during the final year of employment in the District will not be deducted from the total accumulated sick/personal leave balance. This condition applies unless the bargaining unit member is reducing a negative balance under the provisions of Article 6.3., in which case any accrued time will be applied to the negative balance. Once the negative balance has been reduced to zero, any positive balance of sick/personal leave will be eligible for the Buy Back plan.

*(Notification of intent to retire shall be made in writing to the Superintendent on or before October 1 of the calendar year preceding retirement. Example: If retirement is planned for July 1, 2020, notification must be made by October 1, 2018.)

6.3.3 Substitutes

All reasonable efforts will be made to obtain substitutes for bargaining unit members who are absent and require a substitute. The failure to secure a substitute shall have no bearing on sick/personal leave provisions and payments.

Article 7 – Benefits

7.1 Eligibility

7.1.1 Except as specified below, benefits outlined in Article 7 shall become available to full-time bargaining unit members in conformity with the School Board's current practice but in no event later than the first day of the month following the date of hire. Benefits outlined in Article 7 shall be terminated in conformity with the School Board's current practice but in no event later than the first day of the month following the date of termination.

7.1.2 Bargaining unit members working an average of at least thirty (30) hours per week shall be eligible for health and dental insurance as described in section 7.2 and 7.3.

7.1.3 All bargaining unit members shall be eligible for the tuition and staff development benefits described in section 7.11.

7.1.4 No position shall be reduced in time so as to solely eliminate any benefits. Positions that are less than full time can be combined and if the total hours per week for the school year are 35 or more hours per week (or 30 hours for purposes of health and dental insurance) the employee can be eligible for benefits of a full-time employee.

7.1.5 Bargaining unit members who are employed for twenty (20) or more but less than thirty (30) hours per week may purchase health and dental insurance on a prorated basis. Bargaining unit members who are employed for more than 18 hours per week but less than 20 hours per week may purchase the health and dental insurance offered by the District at the member's own expense.

7.2 Medical Insurance

7.2.1 The Board shall provide a health benefit plan for eligible members of the bargaining unit, as follows:

Effective July 1, 2022, the District will contribute 83.5% of the premium for the ABSOS20/40 Rx10/20/45 plan and will reimburse participants \$10 per co-pay and up to \$750 per person (up to a maximum of \$2,250 per family) towards the deductible for that plan.

Effective July 1, 2023, the District will contribute 83% of the premium for the ABSOS20/40 Rx10/20/45 plan and will reimburse participants \$10 per co-pay and up to \$750 per person (up to a maximum of \$2,250 per family) towards the deductible for that plan.

Effective July 1, 2024, the District will contribute 82.5% of the premium for the ABSOS20/40 Rx10/20/45 plan and will reimburse participants \$10 per co-pay and up to \$750 per person (up to a maximum of \$2,250 per family) towards the deductible for that plan.

7.2.2 The District will also offer the AB15 Rx10/20/45 and the Tier 3 plans, provided such plans are still available. Any bargaining unit member may choose a different level of coverage offered by the selected carrier, but any additional cost, above the District's contribution as stated in 7.2.1, and any additional fee, fine, tax or penalty described in the second paragraph of this Article 7.2.2, as a result of the bargaining unit member choosing a different level of coverage, will be the responsibility of the bargaining unit member.

In the event that the plan identified above in 7.2.1 will result in the imposition of any related fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes (the excise tax on high cost Employer-sponsored health coverage), the District and the

Association will promptly reopen negotiations for the purpose of agreeing on an alternative health plan and redistribution of any savings realized. In the event that the parties are unable to agree to an alternative plan prior to the deadline for the District to switch plans for the next school year, the health insurance plan in place at the time will be continued and any fees, fines, taxes or penalties shall be borne equally by employees and the District. Each employee will pay fifty percent (50%) of the fee, fine, tax or penalty attributable to his/her insurance plan through payroll deductions.

7.2.4 Benefits for Married Couples

The District will pay 100% of the premium for one 2-person or Family health plan at the plan year's designated "Base Plan" level, for married couples who are both employed full-time by the District in bargaining unit positions. If a different health plan is elected, the enrolling employee shall be responsible for any additional premium. The non-enrolling spouse is not eligible for the buyback in Article 7.2.5 below.

"Base Plan" shall be whatever plan is used to determine the District's premium cost in accordance with Article 7.2.1 above.

7.2.5 Health Insurance Buyback

Full-time bargaining unit members who are currently enrolled in the District's health insurance and elect not to receive the district health insurance for a full plan year, and can provide proof of alternative group (non-District) insurance coverage shall receive 25% of the District's share of the premium for the plan in which the bargaining unit member was most recently enrolled. The buyback shall be paid quarterly, commencing in September. If a person rejoins the district medical plan under a qualifying event, (or leaves employment with the District for any reason, or is on an unpaid Personal Leave of Absence) they will owe the District for any unearned buyback payments.

Those eligible full-time bargaining unit members that intend to participate in the buyback, will be required to complete and submit to the Human Resources Office, the District "Health Insurance Buyback Election Form", no later than the deadline for open enrollment. Eligible employees, who did not elect the buyback at the beginning of the plan year, may make such election for the second half of the year by submitting the Health Insurance Buyback Election Form to the Human Resource office by December 1. Employees making a late election will receive a prorated buyback payment, payable in the last two quarters of the Plan year.

Newly hired, eligible full-time bargaining unit members, who elect not to receive the District Health Insurance, must provide proof of alternative (non-District) insurance, to be eligible for the buyback. The buyback will be 25% of the District's share of the Base Plan premium for the same level of coverage (i.e. 1 Person, 2 Person, or Family).

For new bargaining unit members who elect not to receive District health insurance, the buyback will be prorated based on the number of whole months they have opted out of insurance coverage during the District's Plan year.

The buyback amount shall not be payable to (or, if already paid, must be immediately repaid to the District by) an employee who has enrolled in a qualified health plan for which a premium tax credit, cost sharing reduction or other subsidy is allowed or paid for the employee, with the result that the District is subject to an assessable payment for that employee.

7.3 Dental Insurance

The Board shall provide Dental Insurance coverage under the Renewal Option 1.1 or on an equivalent schedule, for eligible bargaining unit members. Coverage will be as follows:

Coverage A	100%
Coverage B	80%
Coverage C	50%
Coverage D	50%

Maximum benefit per year per person \$1,500. Orthodontic lifetime benefit: \$1,000.

The District will pay 100% of the premium cost for the eligible employee. An employee may apply his/her individual amount of premium toward the purchase of additional coverage. Additional costs for coverage for employee's dependent(s) are to be paid solely by the employee.

7.4 Life Insurance

The Board shall pay the premium for fifty thousand dollars (\$50,000) of group term life insurance with accidental death and dismemberment coverage (double indemnity) for full-time members of the bargaining unit, including those on authorized leaves of absence.

7.5 Disability Insurance

The Board shall pay the premium for long-term disability insurance coverage for full-time bargaining unit members.

Benefits will be as follows:

Monthly Benefit - 66.67% of their annual wages less customary offsets
Maximum monthly benefit – Five Thousand Dollars (\$5,000)

Coverage will start after 90 consecutive calendar days of disability.

7.6 Health Care Reimbursement Plan

Bargaining unit members who are eligible for District health insurance may participate in a Health Care Reimbursement Plan as provided by the Board under Internal Revenue Code Section 125 for reimbursable health care expenses.

7.7 Dependent Care Reimbursement Plan

Bargaining unit members who are eligible for District health insurance may participate in a Dependent Care Reimbursement Plan as provided by the Board under Internal Revenue Code Section 129 for reimbursable dependent care expenses.

7.8 Survivor's Benefits

If an active bargaining unit member dies while participating in a District-sponsored health insurance plan through the Health Trust, the Transition Care and Survivor Care benefit offered by Health Trust will allow covered family members to continue their health insurance and/or dental insurance coverage for up to 12 months at no cost. Please refer to the Health Trust Benefits overview for details. In the event that the Health Trust discontinues this benefit, this section will be deemed null and void.

7.9 Recertification Reimbursement

The District shall initially pay the New Hampshire State processing fee for a bargaining unit member's criminal records check. The District shall reimburse bargaining unit members for recertification or relicensing fees when a copy of the recertification or relicensing is received by the District's Human Resource office.

7.10 Retirement

7.10.1 Retirement Buy Back Plan

If at the time of voluntary retirement from the District bargaining unit member who has at least 10 years of consecutive regular employment within the District and is either (1) eligible for retirement benefits under the New Hampshire Retirement system or (2) eligible for social security disability benefits, the District shall pay that employee for accrued and unused balance of sick/personal leave (not to exceed 90 days) at the rate specified below: (Regular employment can be full or part-time, and will not include positions such as but not limited to: tutors, substitutes, coaches, club or activity advisors, summer hires, contracted services, or any position paid by stipend or under temporary arrangement.)

Total years of employment with the District:

- 10-19 - 30% of the most recent per diem pay rate
- 20-24 - 60% of the most recent per diem pay rate

- 25-29 - 82% of the most recent per diem pay rate
- 30+ - 100% of the most recent per diem pay rate

Notification of intent to retire shall be made in writing to the Superintendent on or before October 1 of the fiscal year preceding retirement. Example: If retirement is planned for July 1, 2022, notification must be made by October 1, 2020. A notice of intent to retire may be withdrawn if written notice is received by the Superintendent's office on or before December 1 of the fiscal year preceding the retirement.

Notification of intent to retire that reaches the Superintendent after October 1, as stated above due to extenuating circumstances, shall result in the bargaining unit member receiving the benefits of this article as severance pay in the first manifest of the following fiscal year.

7.10.2 Early Retirement Stipend

Any full-time bargaining unit member who has had at least fifteen (15) years of full-time service (a fifteen (15) year average of 80% time or greater) as a bargaining unit member in the Conval School District on June 30th of the final year of employment may apply for early retirement stipend in accordance with the following provisions:

- a. On or before October 1 of the fiscal year preceding the early retirement, a bargaining unit member must submit to the Superintendent's Office a written notice of intent to retire.
- b. The amount of the early retirement stipend shall be: one percent (1%) of the bargaining unit member's current annual earnings multiplied by the number of years of consecutive full time employment in the district immediately prior to the retirement date, but in no case shall more than twenty-five years of service be used in the calculation.
- c. Payment of said stipend will be made in two (2) annual installments beginning on July 1 following the retirement date.
- d. Bargaining unit members receiving the early retirement stipend shall not be eligible for the retirement benefit in Section A, Article 7.10.1 above.
- e. The final approval of an early retirement stipend is at the discretion of the Board.
- f. Upon the death of a bargaining unit member who is receiving or has been approved for the early retirement stipend, the payments shall thereafter be made to the designated beneficiary of the deceased bargaining unit member.
- g. Notice of intent may be withdrawn if written notice is received by the Superintendent's office on or before December 1 of the fiscal year preceding the retirement.

- h. If early retirement is applied for, the Board guarantees to grant at least one early retirement for one qualified teacher, one qualified SSP, and one qualified paraprofessional each year, during the term of this contract. If more than one teacher, SSP, or paraprofessional applies in any one year, the teacher, SSP, or paraprofessional whose application was received first will be selected. Other applicants may be selected at the discretion on the Board.
- i. At its discretion, the Board may offer additional early retirement incentives to any bargaining unit member, provided that the terms of such early retirement incentives are disclosed in writing to the CVEA President.

7.11 Tuition and Staff Development Reimbursement

7.11.1 Tuition Reimbursement Fund

- a. The District shall budget an amount each year for course tuition reimbursement for bargaining unit members. The amount budgeted in each fiscal year of the contract shall equal \$300 times the number of full-time equivalents (FTE) as of February 1 of the prior year.
- b. Advanced payment for course tuition shall be provided by the District, if requested. Payment will be made directly to the educational institution or, upon proof of payment by the bargaining unit member, will be made to the bargaining unit member. However, the District may withhold from the bargaining unit member's final paycheck, an amount equal to the advanced payment, if the employee does not complete the course with a grade of "C" or better; or pass in pass/fail standard.
- c. Bargaining unit members shall receive advanced payment or be reimbursed for their actual cost for the cost of up to four (4) graduate course credit hours at the University of New Hampshire in-state rate.

7.11.2 Professional Development Fund

The District shall budget an amount each year for Professional Development Funds for employees. The amount budgeted for each school year of this Agreement shall equal \$245 times the number of full-time equivalents (FTE) as of February 1.

7.11.3 Procedures

- a. Approval for course tuition and professional development reimbursement must be obtained from the Professional Development Committee. The granting of a request for funds shall be in accordance with the provisions of the Professional Development Master Agreement and with written goals developed by each school or department at the beginning of each school year.

- b. Tuition reimbursement and professional development funds shall be available only to bargaining unit members whose proposals have been approved by the Professional Development Committee.
- c. Funds may be shifted between the tuition reimbursement account and the professional development account at the discretion of the Professional Development Committee.
- d. Administrative costs, such as clerical costs, and substitute fees, shall not be paid from either the tuition reimbursement fund or the Professional development fund.
- e. Funds will be distributed according to the then current Professional Development Master Plan on file with the State of New Hampshire.

7.11.4 Substitute Fund

The District shall budget an amount each year for substitutes necessary in connection with professional development activities.

7.12 Enrollment of Children in ConVal

Upon the school board's approval, children of bargaining unit members who are not district residents, will be permitted to attend a school in the ConVal district at a reduced tuition so that ConVal's share of that student's costs will not exceed 2/3 of ConVal's per student costs for the previous school year. The board's decision regarding admittance is non-grievable.

7.13.1 Mileage Allowance

Bargaining unit members who use their personal vehicles with approval by the District to travel on District business (e.g. employees who must travel between schools during the work day, but not including travel to or from home) shall be reimbursed at the IRS rate for mileage.

7.14 Student Loan Repayments

The Board will provide up to twenty thousand dollars (\$20,000) in each year of this Agreement for the purpose of student loan repayment for employees on steps 1-5 of their respective compensation schedule. All applications for student loan repayment must be filed with the Human Resources Office no later than November first (1).

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

The repayment shall be made by the District directly to the educational and/or financial institution(s) designated by the employee. In order to receive this benefit, the employee shall provide proof of the loan(s), including verification of monthly payment amount(s) and a year-end summary of the repayment activity from the institution(s). The employee is not eligible for payment by the District under this Article in the same contract year in which the employee is also eligible to receive any other student loan forgiveness payment or repayment by any grant. Any employee who receives a student loan repayment from the District who voluntarily leaves employment with the District prior to completion of the following school year will be responsible for reimbursing the District the full amount of the loan repayment. In order to apply for student loan repayment, the employee must authorize the District to withhold the amount owed in reimbursement from his/her final paycheck.

Article 8 - Co-curriculars and Athletics

8.1 Compensation

Remuneration for employees for approved interscholastic, non-interscholastic coaching positions for 2022-2025 will be based upon the schedules set out in Appendix E.

Remuneration for employees for approved co-curricular activities will be based on the formula and schedule set forth in Appendix F. For the duration of this Agreement, no employee serving as a co-curricular advisor in 2018-19 will receive less than the remuneration paid in 2018-19 for the same activity.

Individuals dividing the extra-curricular duties will be compensated so that the total stipend shall be divided among those individuals.

8.2 Establishing Positions

The Board retains the right to not fill any positions. If new positions are created, the initial compensation shall be set by the Superintendent.

On or about October 1 of each year, each principal or designee will compile a list of proposed co-curricular activities (clubs, sports, etc.) to be submitted as part of the normal budget building process. Employees are encouraged to notify the appropriate principal regarding their suggestions for co-curricular activity additions. From the proposed lists of co-curricular activities, the Superintendent will compile a list of approved activities to be incorporated with the annual budget. The Superintendent will have the authority to add activities or delete activities from the list at any time during the contract year.

Article 9 - Pay and Deductions

9.1 Pay Periods

9.1.1 Salaried Bargaining Unit Members

Salaried bargaining unit members may elect to be paid in either twenty-two (22) or twenty-six (26) equal payments. There will be a supplementary regular check issued in the first pay period in December and in the first pay period in March for bargaining unit members choosing to receive twenty-six (26) payments.

9.1.2 Hourly Bargaining Unit Members

Subject to approval of the NH Department of Labor, hourly bargaining members may elect to be paid in 22 equal payments, subject to two reconciliations, one in the last payroll of December and one in the last pay period of June. In order to elect equal payments, the employee must agree to reimburse the District if the employee leaves employment for any reason prior to the end of a school year and has been overpaid.

9.2 Association Dues

9.2.1 The Board agrees to deduct dues for CVEA, NEA-NH and NEA from the pay of those bargaining unit members who voluntarily provide written authorization by completing a Dues Authorization Card.

9.2.2 Individual bargaining unit members may request standard deductions of Association dues from their paychecks, provided that such requests for deductions must be made by October 1 or February 1 of each school year. Deductions of the Association dues shall be spread over a sequence of ten checks beginning with either the second pay period in October or the second pay period in February. For those bargaining unit members starting deductions the second pay period in February, the deductions will be made in eight (8) equal installments. The Association will provide, by October 1 and February 1, the properly executed forms for withholding purposes. The District will pay the withheld dues to the Association on a bi-weekly basis commencing with the second pay period in October.

9.2.3 The CVEA will certify to the Board, in writing, the current rate of its membership dues prior to October 1. The CVEA shall provide the SAU office with a list of individuals requiring payroll deductions stating the member's name and the amount to be deducted.

9.2.4 Employee authorizations for dues deduction will be in writing in the form attached in Appendix F.

Article 10 - Discipline

10.1 No member of the bargaining unit shall be disciplined or dismissed without just cause. In the event that a bargaining unit member is formally disciplined, said bargaining unit member shall be provided with written notice specifying the reasons for the disciplinary action within five (5) school days of completion of the administration's investigation. Formal disciplinary actions shall be defined as verbal warnings, written warnings or reprimands, suspensions, reduction in rank or transfer, probation, and dismissal. Dismissal does not include non-renewal. Employees shall have the right to attach written responses to the formal disciplinary report.

10.2 Discussion or consultation designed to assist the bargaining unit member improve performance and/or behavior shall not be considered discipline. The supervisor may give the bargaining unit member a written summary of such discussion or consultation, but no written records of such discussion or consultation shall be filed in the bargaining unit member's personnel files. If the performance or behavior issue(s) discussed or consulted on continues the discussion or consultation may be referenced and attached to any discipline that may be imposed regarding the issue(s) discussed or consulted on; provided the bargaining unit member was provided a written summary of said discussion or consultation within five (5) workdays of the discussion or consultation occurring.

10.3 Normally, formal discipline shall be progressive and related to the nature of the offense.

10.4 A bargaining unit member shall at all times be entitled to have a representative of the Association present during any meeting that could lead to formal disciplinary action. When a request for representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Association is present.

10.5 Formal Discipline shall not be administered in the presence of other employees other than a representative of the Association if requested by the bargaining unit member.

10.6 No bargaining unit member shall be required to appear before the School Board in connection with a dismissal unless the bargaining member was given prior written notice of the reason for the proposed dismissal at least twenty-four (24) hours in advance.

Article 11 - Employee Rights

11.1 No Discrimination or Reprisals

There shall be no discrimination nor any reprisals by either the Board or the Association against any bargaining unit members by reason of his/her membership or lack of membership in the Association or participation or lack of participation in its lawful

activities, nor shall reprisals be taken against a bargaining unit member as a result of his/her participation in the negotiation, grievance or arbitration procedure provided by this Agreement.

11.2 Access to Information

11.2.1 Agendas and minutes of Board meetings will be sent to the President of the Association when they are made available to the Board members.

11.2.2 The Board agrees to provide the Association with any non-confidential information necessary for the Association to formulate proposals or process grievances under this Agreement. The Association agrees to provide the Board with reasonable time to produce the requested information.

11.2.3 The Board agrees to make this Agreement available to all bargaining unit members on the District Website. The Board shall provide a paper copy of this Agreement to every new bargaining unit member prior to the employee's first day of work.

11.3 Personnel Files

11.3.1 Employees shall be afforded access to their personnel files pursuant to RSA 275:56.

11.3.2 Employees shall receive a copy of any material added to their personnel files. No written record of a complaint against a bargaining unit member shall be incorporated into a bargaining unit member's personnel file unless the bargaining unit member has been informed of the complaint and the complaint has been investigated and substantiated. If a record of such complaint is incorporated into a bargaining unit member's personnel file, the bargaining unit member shall be provided with the evidence substantiating the complaint and shall have the right to provide a written response to the complaint, which shall be attached to the record of the complaint.

11.4 Distribution of Information

Those bargaining unit members so designated by the Association shall be permitted to place notices, circulars and other materials in the bargaining unit members' mailboxes and to use school email for Association-related business.

11.5 Annual Contracts/Statements of Employment

The parties hereby agree that the Board shall also provide the following information, at the time it issues individual contracts or statements of employment to each bargaining unit member for the following school year:

1. Current salary/wage
2. Date of employment

The following statement shall be included on the cover sheet:

The bargaining unit member must notify the District of any disagreement with the above information within ten (10) school days of receipt of this document. If no such notification is received within the specified time, the printout shall be deemed accurate and the employee shall be bound to it for the next school year except for benefits status which may change during the year.

A statement of insurance coverage will be provided to bargaining unit members at the start of each school year.

11.6 School Calendar

11.6.1 The Superintendent will form a calendar committee comprised of a board member, President of the Association, teachers representing elementary, middle, and high school levels, a representative from the Applied Technology Center, an athletic director, a representative from each of the sending school districts, and members of the community at large. This committee, chaired by the Superintendent (or designee), will develop the school calendar based on input from these constituent groups present. Final determination of the school calendar is at the discretion of school board.

11.6.2 The Board may unilaterally extend the scheduled work year should an emergency situation arise.

11.6.3 After adoption of the school calendar, if any revision thereof is made as a result of Board or other legal action without at least ninety (90) calendar days' notice to the Association, and if such revision results in personal or financial hardship to any employee, the Superintendent, in his/her sole discretion, may grant such employee leave under the provisions of Article 6.2.6 of this Agreement. The decision of the Superintendent in allowing or not allowing leave shall not be the subject of a grievance or of the grievance procedure as defined and set forth in Article 3 of this Agreement. In no event shall leave be granted by reason of extension of the school calendar at the end of the school year in order to complete the days required in the bargaining unit member's work year.

11.6.4 Those days in the calendar that are designated for Curriculum or Professional Development activities will be used for purposes identified by the Superintendent which

further the educational goals of the District and improve the quality of instruction delivered to students. All staff will be given the opportunity to provide anonymous evaluations of the Curriculum or Professional Development activities and to suggest topics for future activities.

11.7 Posting of Vacancies

Notice of bargaining unit open position shall be posted on the District website. The posting shall state the specific position to be filled, qualifications, and other relevant information. Bargaining unit members, who are interested in being considered for an open position, may make known their interest by submitting an on-line application. Notice that new open positions have been posted on the website will be provided electronically to the CVEA President.

Bargaining unit members need not submit a current transcript when applying for a position in the District if a current up to date transcript is on file in the SAU Office.

Vacancies posted by the District will include the location of the vacancy when it is known.

11.8 Curriculum Involvement

The parties recognize that the Board has the ultimate responsibility to establish curriculum for the school district. However, the Board recognizes the value of and shall include bargaining unit members in the process of designing, revising and/or selecting curriculum to be used in the District.

Article 12 - Miscellaneous Provisions

12.1 If any provision of this Agreement or any application of the Agreement to any bargaining unit member or group of employees shall be found contrary to law, then such provision of 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. If any legislation affecting collective negotiations with Public Employees is enacted by the State Legislature or the Federal Government and contains permissive aspects affecting the relationships between bargaining unit members and Board, the provisions of this Agreement shall prevail rather than the legislation.

12.2 This Agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties.

12.3 Whenever any written notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by registered or certified mail, to the following addresses:

If by Association: Contoocook Valley School Board, School Administrative Unit #1, 106 Hancock Road, Peterborough, New Hampshire 03458.

If by School Board: To the President or Co-Presidents of the Association at his/her home address on record with the District.

The parties may also agree to provide notice by email.

12.4 Those bargaining unit members who voluntarily terminate their employment after August 1 of the existing school year, will be considered to have broken their employment agreement and, as such will be responsible for a sum equal to 1% of the employee's estimated annual wage should s/he have honored said employment agreement. Payment must be made within 30 calendar days of notification of termination to the district. CVEA may establish a pool for such payments to the district to show good faith in this agreement and hold the district harmless. The Board shall have the authority to waive penalty in the event of hardship or situations deemed in the best interest of the district to do so.

12.5 This Agreement encompasses all matters which were the subject of negotiations or could have been the subject of negotiations between the parties.

Article 13 - Duration of Agreement

13.1 Except as otherwise provided in this Article 13, this Agreement shall become effective as of July 1, 2022 and shall continue in effect until June 30, 2025.

13.2 This Agreement shall not be modified orally. Any alterations of this Agreement shall be by mutual agreement in writing signed by the parties hereto, and unless such alterations are agreed upon, this contract shall expire on June 30, 2025.

13.3 Anything herein contained to the contrary notwithstanding, the parties shall have the right to negotiate a successor Agreement to this Agreement with the procedure of Article 2 hereof.

13.4 The parties agree that all provisions of this Agreement shall begin on July 1, 2022.

Article 14 - Reductions in Force

14.1 Definition: A Reduction in Force exists when there is a reduction in the number of positions in one of the three (3) groups defined below which will result in the layoff of one or more employees covered by this Agreement.

14.2 As soon as a reduction in force is being considered by the Board, the President of the Association shall be notified in writing. Once the specific nature of the proposed reduction and the positions and number of positions to be affected are known, the President of the Association shall be notified in writing.

14.3 It is recognized that the School Board is responsible for determining the educational needs of the School District and retains the right to lay off employees from its staff. If a layoff of staff is necessitated, the following guidelines shall apply:

- a. The positions, locations and number of positions to be affected shall be identified by the School Board.
- b. Before any employee is laid off due to a reduction in force, the Superintendent will first determine whether any employees in the affected classifications will be non-renewed.
- c. Before any employee is laid off due to a reduction in force, the Superintendent will first determine whether the reduction can be accomplished through resignation or retirement.
- d. Before a full-time employee is laid off, the Board will attempt to achieve the necessary reduction through the elimination of part-time positions. However, if a full-time position is to be eliminated, only a full-time employee will be selected for lay off and if a part-time position is to be eliminated, only a part-time employee will be selected for layoff.
- e. If further reductions in force are necessary, the Superintendent shall identify the employee(s) to be laid off using the criteria in 14.4.

14.4 Selection Criteria

14.4.1 All full and part-time employees shall be grouped in one of the following job classifications:

For Teachers:

- a. By grade level assignment and certification area
 1. Pre-K
 2. Grades K-5
 3. Grades 6-8 (by subject area where applicable)
 4. Grades 9-12 (by department)
- b. Specialist (K-12) by the following subject areas: such as Art, Music, P.E., Library/Media, Guidance, Health, Technology Educator, Comprehensive Technology Educator, World Language, and Consumer and Family Science.

For Paraprofessionals:

- a. Regular education paraprofessionals (whether classroom or otherwise)
- b. Special education paraprofessionals (whether classroom or otherwise)
- c. Highly skilled paraprofessionals (such as COTAs)

For SSPs:

- a. By area of specialization/licensure

14.4.2 Within each classification(s) affected by a position reduction, employees will be selected for layoff based on consideration of the following criteria:

- a. Qualifications, including HQT status where applicable, education and training;
- b. Documented, uncorrected, performance deficiencies (teacher currently on Pathways III or SSP/paraprofessional currently on performance improvement plan);
- c. Disciplinary record;
- d. District seniority or length of service to the District in the classification.

14.4.3 Once the affected employee(s) have been identified, if necessary, Administration will reassign the remaining employees in the classification in accordance with the procedures identified in Article 7 of Sections B, C or D as applicable. It is understood that any teacher transferred as the result of a Reduction in Force shall not be eligible for the transfer stipend in Article 7.1 or Article 7.2 of Section B.

14.5 Recall Procedures. Employees shall be recalled in reverse order of layoff for an open position within the same classification/certification area which the layoff occurred except that any employee selected for lay off based on the criteria in 14.4.2 (b) or (c) above shall not be eligible for recall. If a part-time position becomes available, it shall be offered to the next employee on recall list, even if that employee was laid off from a full-time position. If the employee accepts the part-time position, he/she will be removed from the recall list. If the employee declines the part-time position, he/she will remain on the recall list. A part-time employee shall only be entitled to be recalled to a part-time position of the same or less FTE status as the position from which the employee was laid off.

14.5.1 Laid-off employees shall be eligible for recall for a two (2) year period following their final date of employment.

14.5.2 Employees shall be responsible for notifying the Human Resources department in writing of their current address. Recall notices shall be mailed, certified, return receipt requested, to the current address on file.

14.5.3 An employee's response to recall notice shall be in writing and mailed to the Human Resources department, certified, return receipt requested, and must be postmarked no later than ten (10) calendar days after receipt of any recall notice. Refusal to respond to or accept a recall notice shall result in relinquishing all rights under the Article. Accepting or refusing an offered position in a different classification shall extinguish an employee's recall rights.

14.5.4 No employee shall be hired for an open position within a classification/certification area from which an employee was laid off and still has recall rights.

14.5.5 An employee who accepts recall shall retain all previous seniority or length of service and any accrued sick/personal leave benefits. There is no accrual of seniority, length of service, or sick/personal leave for an employee on layoff status.

14.5.6 An employee eligible for recall into a position that requires certification/license or credential must have valid certification/license or credential at the time of recall or he/she will forfeit his/her recall rights.

SECTION B

TEACHERS

Article 1 – Definitions

Article 2 - Terms of Employment

2.1 Contract and Work Assignment

Contracts will be issued at the soonest date following April 15th, but in no event later than May 31st. It shall be the responsibility of the teacher to return said form to the Human Resources department within 21 calendar days of receipt. In the event the teacher does not return the form within the specified period, the District shall be under no obligation to retain his/her position and shall cancel benefits effective June 30. If it becomes necessary to change a teacher's assignment after the contract has been issued, the District will notify the teacher as soon as possible and will provide the teacher with a revised contract which must be signed and returned to the Human Resources department within 21 calendar days or prior to the start of the teacher work year, whichever is sooner. In the event the teacher does not return the form within the specified period, the District shall be under no obligation to retain his/her position and benefits will be cancelled accordingly.

2.2 Non-renewal

Teachers shall be notified by April 15th if their employment is to be non-renewed. Nonrenewal of teachers shall be governed by RSA 189:14-a.

2.3 Work Year

The work year for all teachers hired prior to July 1, 2019 shall be a maximum of 188 days, which will normally fall between August 25 and June 30, and which may include a minimum of eight (8) full days (regardless of FTE status) for professional, program, mandatory trainings and curriculum development or other activities as directed by the Superintendent or designee. New teachers may be required to work one (1) additional orientation day. In the event that August 25 falls on a Friday, Saturday or Sunday, the work year may begin no earlier than the preceding Thursday.

One day before the first day of school will be used by teachers for classroom preparation and/or individual curriculum development preparation. At the discretion of the Superintendent, if two (2) or more non-instructional days need to be made up at the end of the school year due to weather or emergency cancellations, one (1) day may be made available to teachers for use as a “close out” day (for individual work such as file maintenance, classroom work, transition meetings, etc.).

The District will offer a professional development program for newly hired teachers, of up to ten (10) additional days to be scheduled by the Superintendent or designee. Any teacher who commences employment on or after July 1, 2019 will be required to complete such portions of the program as directed by the Superintendent or designee. Any such teacher who has five (5) or more years of experience will be required to complete up to five (5) additional days of professional development in his/her first year of employment, unless he/she demonstrates to the satisfaction of the Superintendent or designee that he/she has already completed the necessary professional development. Any such teacher who has less than five (5) years of experience will be required to complete up to ten (10) additional days of professional development in each year of employment in probationary status. An attempt will be made to schedule these additional days between August 1 and the first day of school for students. All teachers will be paid their per diem rate for all additional days of professional development. All required professional development days will be set forth in the teacher’s individual annual employment contract, stating the date of each required professional development day for that contract year.

Any teacher who commenced employment prior to July 1, 2019 and is in probationary status will have the option of participating in up to ten (10) additional days of the professional development offered to new teachers and will be paid at his/her per diem rate.

2.4 Work Day

2.4.1 The Association and the District recognize that they have a joint responsibility to promote educational improvement and to provide the best possible opportunity to each and every student. Except as otherwise provided in this paragraph, the regularly scheduled work day for teachers is seven (7) hours and fifteen (15) minutes and may include up to six (6) hours and forty-five (45) minutes of instructional time. It is understood each school shall have a standard start and end time for teachers as established by the building administration. The professional responsibilities of the teacher may require him or her to

perform certain obligations for the benefit of students, parents, and the school beyond the regularly scheduled work day. These include, but are not limited to, attending faculty meetings, departmental meetings, meetings regarding individual students, open houses, performing and visual arts events, academic presentations, awards nights, or serving on building or district committees. While all teachers are expected to meet these obligations within, as reasonable extensions of, or outside the normal workday, it is understood that the professional responsibilities will not be so frequent in number or duration as to be considered part of the normal workday. Evening responsibilities, exclusive of stipend assignments, shall not exceed five (5) a year. The District will not require additional time worked beyond the overall workday, its reasonable extensions or outside activities as noted in this paragraph. The impact of any extension of the instructional day will be negotiated in accordance with RSA 273-A.

2.4.2 It is understood that teachers who commence employment on or after July 1, 2019 may be assigned schedules at staggered starting and ending times at the school to which they are assigned to facilitate student opportunities, provided they are notified of the schedule no later than the time of the employment offer. Teachers who commenced employment prior to July 1, 2019 may be assigned schedules at staggered starting and ending times provided they are notified of the assignment prior to the end of the preceding school year and receive a onetime payment of \$3000. Thereafter, unless mutually agreed by the teacher and the Superintendent, the teacher's schedule shall remain staggered. Teachers who are assigned staggered schedules shall not be required to exceed the regularly scheduled work day as defined in Article 2.4.1 above. Unless the teacher agrees otherwise, staggered schedules shall not begin more than two (2) hours prior to the start of the student day nor extend more than two (2) hours after the end of the student day. The Association shall be notified of any plan to implement staggered schedules. Staggered schedules may be assigned at the discretion of the Superintendent and such assignment shall not be subject to the grievance procedures provided it shall not be made arbitrarily or capriciously.

2.5 Lunch/Planning Period

The Board will provide teachers with a duty-free lunch and an unencumbered duty-free planning period each day. It is understood that in an emergency, an administrator may assign work during a lunch or planning period, provided that such assignments will be made in an equitable manner. If a teacher is required by administration to cover a class for another teacher, he/she will be paid \$40.

Teachers who agree to teach a class during their planning period for an entire semester will be paid an additional amount, equaling their prorated per diem, for the semester.

Article 3 - Leaves of Absence

3.1 Leave to Join Peace Corps, or Vista

A leave of absence, without pay or benefits, for a period not to exceed two (2) years may be granted to a teacher on continuing contract who joins the Peace Corps or Vista. A request for such a leave shall not be denied unreasonably. Upon return from such leave, a teacher who while on leave served in a teaching capacity shall be assigned a salary at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

3.2 Professional Development Leave

Teachers shall be entitled to one (1) paid leave day to participate in off-site professional development activities which have been pre-approved by the Superintendent or designee.

Article 4 – Benefits

(Article left blank intentionally)

Article 5 – Salaries

5.1 Salary Schedule

The Salary Schedules for teachers for 2022-2025 are set forth in Appendix A.

On July 1 of each year of this Agreement, returning teachers shall advance one step on the Salary Schedule. Returning teachers whose salaries exceed the maximum step on the Salary Schedule shall receive a 2.75% salary increase in 2022-23, a 2.5% salary increase in 2023-24 and a 2.5% salary increase in 2024-25.

A teacher who is placed on Pathways III prior to May 1 and remains on Pathways III on June 1 of any year of this Agreement shall not be eligible for any step or salary increase for that year.

5.2 Initial Placement on Salary Schedule

5.2.1 Salaries for newly hired teachers will be based on their current degree status, credits, and their experience using the Salary Schedule. However, no newly hired teacher may be awarded a salary greater than any returning teacher with the equivalent degree, credits, and experience.

5.2.2 The following criteria will be used to determine experience for purposes of initial placement on the Salary Schedule:

- a. A newly hired teacher will receive one year of experience on the Salary Schedule for each year (a minimum of 135 school days) of full-time teaching at any public or private school. One (1) year of experience will be granted for every two (2) years of .50 FTE part-time teaching employment.
- b. After a candidate is selected, the superintendent may award additional industry or subject matter experience for initial placement on the Salary Schedule provided that notice is provided to the Association.
- c. A Paraprofessional employed in the Conval School District who is hired as a teacher will be given one (1) year of credit for teaching experience for every two (2) years of full-time employment as a paraprofessional.

5.3 Additional Compensation

5.3.1 Success and Leadership Recognition (SLR)

The Superintendent may reward outstanding accomplishments by individuals or groups of bargaining unit members, who demonstrate success and leadership in the District. A maximum of \$100,000 will be available for all bargaining unit members during each year of this Agreement. Employees may apply for an award by making a proposal to the Superintendent for research, projects, presentations to staff or students, or some other activity outside of normal contractual requirements. Proposals shall be submitted to the Superintendent by October 15 and the Superintendent will either approve or reject the proposal, in writing, by November 15. If approved, the proposal must be completed by the end of the school year in order to be eligible for an SLR reward. Approval of proposals and determination of the SLR reward shall be at the sole discretion of the Superintendent. At his/her discretion, the Superintendent may approve an SLR proposal submitted after October 15 and may, on his/her own initiative, reward other outstanding accomplishments by bargaining unit members that were not submitted by way of a proposal. SLR awards may be distributed throughout the school year but shall be issued no later than the last payroll in June. The Superintendent will provide the Association with an accounting of all SLR awards, including the recipient's name and the amount awarded. SLR awards shall not be added to an employee's base pay for the following year. Proposals shall be retained by the Human Resources Office for one school year and shall be available for review by the Association.

5.3.2 National Board Certification Stipend

Any teacher who has received National Board Certification from the National Board for Professional Teaching Standards will receive an annual stipend of \$1250 (prorated if the position is less than 1.0 FTE) beginning in the school year after certification is received. To be eligible, the teacher must have been employed in the ConVal School District for a minimum of five (5) years and must submit proof of certification to the Human Resource

office by May 1 of the preceding school year. Any teacher who receives a National Board Certification Stipend shall serve as a mentor for other teachers as part of his/her job duties and without additional compensation, when assigned by the Superintendent or designee.

5.3.3 Additional Graduate Course Work

Teachers who complete graduate course work shall have their salaries adjusted to the corresponding lane on Appendix A. Adjustments shall be effective in the next pay period following submission of an official transcript to the SAU office.

5.3.4 Critical Shortage Stipend

If the District identifies a position as a critical shortage, it shall provide notice to the Association before an offer is made to an applicant. The Superintendent may grant a stipend of \$3,000-\$5,000 (prorated if the position is less than 1.0 FTE) to an applicant in order to fill a position previously identified as a critical shortage. A current teacher who is in the same position and has equivalent or more experience than the selected applicant will receive a stipend in the amount necessary to equalize his/her total compensation with that of the newly hired teacher. Stipends will be paid, in the final paycheck, of each year that the position is identified as a critical shortage. If a stipend is awarded after January 1 of any year, it will be prorated for the number of months remaining in the school year. Once a position is no longer identified by the District as a critical shortage position, each teacher employed in that position and receiving the stipend will receive the stipend for one additional school year. A critical shortage will be determined based on any of the following factors:

- a. Knowledge and experience of Administration about filling vacancies in the specific area;
- b. Critical shortages declared by the New Hampshire State Commissioner of Education;
- c. Length of time expended by the Administration in trying to fill the vacancy;
- d. The lateness of the date in relationship to the opening date of the next school year.

5.4 Pay for Other Work

5.4.1 Curriculum Work

Curriculum work, performed during non-contract days, shall be compensated at the individual teachers per diem rate.

5.4.2 Department Head and Teacher in Charge

A department head will be paid a stipend of between \$2,500 and \$4,500, in addition to their regular annual salary, for each year in the position. The stipend amount will be based on the department's size, duties, responsibilities, and amount of time impacted by being the department head, as follows:

No. of staff (including the Dept. Head)	Annual Stipend
Up to 4	\$2500
5	\$3000
6	\$3500
7 or more	\$4500

A teacher in charge will be paid a stipend of \$2,500 in addition to his/her regular annual salary for each year in the position.

Article 6 – Evaluations

6.1 Evaluation of Teachers

The evaluation of all teachers shall be in accordance with the Evaluation system developed by the joint evaluation committee and approved by the School Board and the CVEA. The evaluation system is briefly described in Appendix D. Please visit the District webpage at: <http://www.convalsd.net> for more information.

Article 7 - Transfers of Teachers

7.1 Transfers for the Next School Year

If enrollment or staffing issues make it necessary to change grade level, subject matter or building assignments for the following school year, teachers in the affected buildings will be notified of the potential changes through postings and will be given the opportunity to express their preferences. The Administration will give careful consideration to those preferences and will make changes on a voluntary basis whenever possible given the student or programmatic needs which necessitated the transfer. If changes cannot be accomplished on a voluntary basis, the Superintendent or designee may implement any involuntary transfer within the same building. For transfers to a different building, the Superintendent may offer an incentive of \$1000 per year, to be paid at the start of each school year of the assignment, for the first three (3) years in the assignment. If no teacher

accepts a request to transfer, the Superintendent may implement an involuntary transfer and the teacher so transferred will receive a payment of \$1000 per year, to be paid at the start of each school year of the assignment, for the first three (3) years in the assignment. A teacher who is involuntarily transferred to a different building shall not be subject to another involuntary transfer to a different building within the next three (3) years.

7.2 Transfers During the School Year

Whenever a transfer becomes necessary during the school year, the Superintendent or designee will attempt to accomplish the transfer on a voluntary basis whenever possible given the student or programmatic needs which necessitated the transfer. If the transfer cannot be accomplished on a voluntary basis, the Superintendent or designee may implement any involuntary transfer within the same building. For transfers to a different building, the Superintendent may offer an incentive of \$1000, prorated for the number of school days remaining in the year and paid in the next payroll. If no teacher accepts a request to transfer, the Superintendent may implement an involuntary transfer and the teacher so transferred will receive a payment of \$1000, prorated for the number of school days remaining in the year and paid in the next payroll. For building transfers, if the teacher remains in that assignment, he/she will receive a payment of \$1000 per year for the next two (2) years. A teacher who is involuntarily transferred to a different building shall not be subject to another involuntary transfer to a different building within the next three (3) years.

7.3 Procedures for Transfers

7.3.1 Unless mutually agreed, transfers must have an equivalent FTE status.

7.3.2 A teacher who is being considered for an involuntary transfer shall be notified, as soon as practicable, and shall be afforded the opportunity to meet with the Superintendent or designee, and a representative of the Association, to review the transfer and the reasons for it. Except in an emergency, such notice will be provided at least fifteen (15) calendar days prior to the effective date of the transfer. If the teacher is not satisfied with the involuntary transfer, he/she may resign by giving notice to the Superintendent within ten (10) calendar days of receipt of the transfer notice. If the teacher had already signed a contract for that year, the provisions of Section A, Article 12.4 shall be waived. In the event that a teacher is otherwise eligible for retirement benefits under Section A, Article 7.10, he/shall be able to retire in lieu of resigning but will not receive the retirement benefits until the second fiscal year after retirement unless the Board approves an earlier payment.

7.3.3 The final decision regarding the implementation of an involuntary transfer shall rest with the Superintendent and shall not be subject to the grievance procedures provided that it is in compliance with the criteria set forth above and has not been arbitrary or capricious.

Article 8 – Miscellaneous

8.1 Academic Freedom

Academic freedom means that teachers are free to present additional instructional materials which are pertinent to the subject taught within the outlines of appropriate course content. It further means that teachers shall be entitled to freedom of discussion in the classroom on matters which are relevant to the subject matter. Any additional instructional materials, plans, and supplies beyond those provided by the district remain the property of the teacher. In order to prepare for classes and to facilitate the educational process, teachers shall have the right to place electronic materials of an educational nature on both their school and personal computers. The parties acknowledge that the use of software and hardware must conform to the manufacturer's licensing restrictions and School Board policy.

SECTION C

PARAPROFESSIONALS

Article 1 - Definitions

Article 2 - Terms of Employment

2.1 Statement of Employment and Work Assignment

Paraprofessionals shall be provided with a Statement of Employment or intent to reemploy form on or before the last day of school. It shall be the responsibility of the employee to return said form to the Human Resources department within 21 calendar days of receipt. In the event the employee does not return the form within the specified period, the District shall be under no obligation to retain his/her position and shall cancel benefits effective on June 30. If it becomes necessary to change a paraprofessional's assignment after the Statement of Employment has been issued, the District will notify the paraprofessional as soon as possible and will provide the paraprofessional with a revised Statement of Employment which must be signed and returned to the Human Resources department within 21 calendar days or prior to the start of the paraprofessional work year, whichever is sooner. In the event the paraprofessional does not return the form within the specified period, the District shall be under no obligation to retain his/her position and benefits will be cancelled accordingly.

The Paraprofessional Statement of Employment is an annual agreement subject to non-renewal in accordance with section 2.2.

2.2 Non-Renewal

Paraprofessionals shall be notified as soon as possible but no later than June 1st if he/she will not be issued a Statement of Employment or intent to reemploy for the following school year.

However, any paraprofessional who has been employed for five (5) or more consecutive full school years shall be notified in writing on or before June 1 if he/she will not be issued a Statement of Employment or intent to reemploy form for the following school year. After completing five (5) consecutive full school years, a paraprofessional who is being non-renewed may request a written statement of reasons and a hearing before a committee of at least three (3) members of the School Board. If a hearing is requested, the Board Committee will hold the hearing within fifteen (15) school days and will issue its decision in writing within fifteen (15) school days (or business days if the school year has ended). The Board Committee shall not overturn the decision of the Superintendent unless it is arbitrary and capricious. The Board's decision may be appealed to arbitration, provided, however, that the arbitrator shall not overturn the Board Committee's decision unless it is arbitrary and capricious. For paraprofessionals who were employed by the District prior to August 25, 2005, these provisions will be effective as of July 1, 2015. For paraprofessionals who were employed by the District after August 25, 2005 but on or before August 25, 2013, these provisions will become effective on July 1, 2018. For all other paraprofessionals, these provisions will become effective upon completion of five (5) consecutive full school years of employment.

2.3 Work Year

The work year for all paraprofessionals shall be a maximum of 180 school days, and a minimum of seven (7) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Superintendent or designee. If a full day of professional development training is provided on any make up day where students are not present, part-time paraprofessionals will be allowed to work a full day or will be excused by their supervisor. New paraprofessionals may be required to work three (3) additional orientation days. Additional workdays may be available at the discretion of the Superintendent, as the needs arise.

2.4 Work Day

A 1.0 FTE paraprofessional works a minimum of 7.25 hours per day. The paraprofessionals' daily work schedule is set by the Building Administrator and starting times may vary depending on the needs of the school. Paraprofessionals may be scheduled for up to 7.5 hours per day. Unless excused by the Supervisor, paraprofessionals may also be required to attend critical staff meetings after the school day provided that notice of such meetings shall be provided at least one (1) week in advance, except in emergencies, and shall not exceed 1.5 hours. With advance approval of the Supervisor, paraprofessionals may attend regular staff meetings. Paraprofessionals will be paid their regular hourly rate when attending any approved staff meeting.

2.5 Lunch

The Board will make every effort to provide paraprofessionals with a duty-free lunch. The Board will continue its current practice of paying paraprofessionals for their lunch period.

Article 3 - Leaves of Absence

3.1 Leave for Education/Training

Paraprofessionals shall be entitled to one (1) paid leave day to participate in off-site education or training activities which have been pre-approved by the Superintendent or designee.

Article 4 - Benefits

Article 5 – Wages

5.1 Wage Schedule

The Wage Schedules for 2022-2025 for paraprofessionals are set forth in Appendix B. On July 1 of each year of this Agreement, returning paraprofessionals shall advance one step on the Wage Schedule. Returning paraprofessionals whose wages exceed the maximum step on the wage schedule shall receive a 2.8% wage increase in 2022-23, a 2.75% wage increase in 2023-24 and a 2.7% wage increase in 2024-25.

A paraprofessional who is on a performance improvement plan or has received a final written warning in the past school year will not be eligible for any step or wage increase.

5.2 Initial Placement on Wage Schedule

The hourly rate for newly hired paraprofessionals will be based on current certification status and years of relevant experience, as follows:

- a. Each step on the wage schedule reflects one (1) year of full-time employment (a minimum of 135 school days) in any of the following positions: teacher in any public or private school, day care assistant, librarian or library assistant, paraprofessional or instructional assistant in any public or private school. One (1) step will be granted for every two (2) years of .50 FTE part-time employment.
- b. An administrative assistant or secretary employed in the Conval School District who is hired as a paraprofessional will receive one (1) step for every two (2) years (a minimum of 135 work days each year) of full-time employment.
- c. After a candidate is selected, the superintendent may award additional relevant experience or training for initial placement on the wage schedule, provided that notice is provided to the Association.

5.3 Additional Compensation

5.3.1 Success and Leadership Recognition (SLR)

Paraprofessionals are eligible for participation in the Success and Leadership Recognition (SLR) defined in Section B Article 5.3.1.

5.3.2 Additional Certification

Certified paraprofessionals and certified paraprofessionals who are working in a highly skilled position will be paid an increased hourly rate, as set forth in Appendix B.

5.4 Pay for Other Work

5.4.1 Curriculum Work

Curriculum work, performed during nonwork days, shall be compensated at the individual paraprofessional's hourly rate.

5.4.2 Overtime

The paraprofessional is an hourly paid employee. If a paraprofessional and principal/supervisor mutually agree to additional hours of work beyond the paraprofessional's regularly scheduled work hours, such hours will be compensated on the following basis:

1. Up to and including forty (40) hours per week (Sunday through Saturday) will be at the paraprofessional's normal hourly rate
2. Over forty (40) hours per week will be compensated at one and one-half (1 ½) times the normal hourly rate consistent with the requirements of the Fair Labor Standards Act.

5.4.3 Substitute Pay

Paraprofessionals who substitute for teachers for more than thirty (30) consecutive minutes in a day shall be paid an additional \$12.50 per hour for time spent substituting.

Article 6 – Evaluations

6.1 Evaluation of Paraprofessionals

Each paraprofessional shall be guaranteed at least one formal observation in accordance with the District’s observation tool and shall receive a written summary evaluation statement annually. Formal observations shall be openly conducted. The Administrative Supervisor shall meet with the paraprofessional within a reasonable period of time about the results of the formal observation.

Article 7 – Transfers

7.1 Transfers for the Next School Year

Paraprofessional assignments for the following school year will be made based on the needs of students and the District. The Superintendent will avoid transferring paraprofessionals between buildings where possible.

7.2 Transfers During the School Year

Whenever a transfer becomes necessary during the school year, the Superintendent will attempt to accomplish the transfer on a voluntary basis. If the transfer cannot be accomplished on a voluntary basis, the Superintendent or designee may implement an involuntary transfer.

7.3 Procedures for Transfers

7.3.1 Unless mutually agreed, transfers must have an equivalent FTE status.

7.3.2 A paraprofessional who is being considered for an involuntarily transfer shall be notified, as soon as practicable, and shall be afforded the opportunity to meet with the Superintendent or designee, and a representative of the Association, to review the transfer and the reasons for it. Except in an emergency, such notice will be provided at least fifteen (15) calendar days prior to the effective date of the transfer. If the paraprofessional is not satisfied with the involuntary transfer, he/she may resign by giving notice to the Superintendent within ten (10) calendar days of receipt of the transfer notice. If the paraprofessional had already signed a statement of employment for that year, the provisions of Section A, Article 12.4 shall be waived. In the event that a paraprofessional is otherwise eligible for retirement benefits under Section A, Article 7.10, he/shall be able to retire in lieu of resigning but will not receive the retirement benefits until the second fiscal year after retirement unless the Board approves an earlier payment.

7.3.3 The final decision regarding the implementation of an involuntary transfer shall rest with the Superintendent and shall not be subject to the grievance procedures provided that it is in compliance with the criteria set forth above and has not been arbitrary or capricious.

SECTION D

SPECIAL SERVICE PROFESSIONALS

Article 1 - Definitions

Article 2 - Terms of Employment

2.1 Contract and Work Assignment

Contracts will be issued at the soonest date following April 15th, but in no event later than May 31st. It shall be the responsibility of the SSP to return said form to the Human Resources department within 21 calendar days of receipt. In the event the SSP does not return the form within the specified period, the District shall be under no obligation to retain his/her position and shall cancel benefits effective June 30. If it becomes necessary to change an SSP's assignment after the contract has been issued, the District will notify the SSP as soon as possible and will provide the SSP with a revised contract which must be signed and returned to the Human Resources department within 21 calendar days or prior to the start of the SSP work year, whichever is sooner. In the event the SSP does not return the form within the specified period, the District shall be under no obligation to retain his/her position and benefits will be cancelled accordingly.

Initial SSP caseloads shall be assigned within the first seven (7) school days of each school year. Caseloads shall be assigned by the Director of Student Services, with input from the SSPs where appropriate. Adjustments may be made as needed throughout the school year to meet the needs of students.

Work assignment will be stated on the contract.

The SSP Contract is an annual contract subject to non-renewal in accordance with Section 2.2.

2.2 Non-Renewal

SSPs shall be notified as soon as possible but no later than May 15 if he/she will not be issued a Contract for the following school year.

However, any SSP who has been employed for five (5) or more consecutive full school years shall be notified in writing on or before May 15 if he/she will not be issued a Contract for the following school year. After completing five (5) years consecutive school years, an SSP who is being non-renewed may request a written statement of reasons and a hearing before a committee of at least three (3) members of the School Board. If a hearing is requested, the Board Committee will hold the hearing within fifteen (15) school days and will issue its decision in writing within fifteen (15) school days (or business days if the school year has ended). The Board Committee shall not overturn the decision of the Superintendent unless it is arbitrary and capricious. The Board's decision may be appealed

to arbitration provided, however, that the arbitrator shall not overturn the decision of the Board Committee unless it is arbitrary and capricious. For SSPs who were employed by the District prior to August 25, 2005, these provisions will be effective as of July 1, 2015. For SSPs who were employed by the District after August 25, 2005 but on or before August 25, 2013, these provisions will become effective on July 1, 2018. For all other SSPs, these provisions will become effective upon completion of five (5) consecutive full school years of employment.

2.3 Work Year

The work year for all SSPs hired prior to July 1, 2019 shall be a maximum of 188 days, which will normally fall between August 25 and June 30, and which may include a minimum of eight (8) full days (regardless of FTE status) for professional, program, mandatory trainings and curriculum development or other activities as directed by the Director of Student Services. New SSP employees may be required to work one (1) additional orientation day. In the event that August 25 falls on a Friday, Saturday or Sunday, the work year may begin no earlier than the preceding Thursday.

One day before the first day of school will be used by SSPs for professional, program or curriculum preparation. At the discretion of the Superintendent, if two (2) or more non-instructional days need to be made up at the end of the school year due to weather or emergency cancellations, one (1) day may be made available to SSP's for use as a "close out" day (for individual work such as file maintenance, office work, transition meetings, etc.).

The District will offer a professional development program for newly hired SSPs, of up to ten (10) additional days to be scheduled by the Superintendent or designee. Any SSP who commences employment on or after July 1, 2019 will be required to complete such portions of the program as directed by the Superintendent or designee. Any such SSP who has five (5) or more years of experience will be required to complete up to five (5) additional days of professional development in his/her first year of employment, unless he/she demonstrates to the satisfaction of the Superintendent or designee that he/she has already completed the necessary professional development. Any such SSP who has less than five (5) years of experience will be required to complete up to ten (10) additional days of professional development in each year during the first five (5) years of employment. An attempt will be made to schedule these additional days between August 1 and the first day of school for students. All SSPs will be paid their per diem rate for all additional days of professional development. All required professional development days will be set forth in the SSP's individual annual employment contract, stating the date of each required professional development day for that contract year.

Any SSP who commenced employment prior to July 1, 2019 and is in his/her first five (5) years of employment will have the option of participating in up to ten (10) additional days of the professional development offered to new SSPs and will be paid at his/her per diem rate.

2.4 Work Day

2.4.1 The Association and the District recognize that they have a joint responsibility to promote educational improvement and to provide the best possible opportunity to each and every student. Except as otherwise provided in this paragraph, the regularly scheduled work day for SSPs shall not exceed seven (7) hours and fifteen (15) minutes. The Director of Student Services will establish the work day schedule. SSP's shall not be regularly assigned duties (such as bus duty or recess duty) before, during, or after the school day. The professional responsibilities of the SSP may require him or her to perform certain obligations for the benefit of students, parents, and the school. These include, but are not limited to, attending departmental meetings, meetings regarding individual students, or serving on building or district committees. While all SSPs are expected to meet these obligations within, as reasonable extensions of, or outside the normal workday, it is understood that the professional responsibilities will not be so frequent in number or duration as to be considered part of the normal workday. Evening responsibilities, exclusive of stipend assignments, shall not exceed five (5) a year. The District will not require additional time worked beyond the overall workday, its reasonable extensions or outside activities as noted in this paragraph. The impact of any extension of the instructional day will be negotiated in accordance with RSA 273-A.

2.4.2 It is understood that SSPs who commence employment on or after July 1, 2019 may be assigned schedules at staggered starting and ending times at the school to which they are assigned to facilitate student opportunities, provided they are notified of the schedule no later than the time of the employment offer. SSPs who commenced employment prior to July 1, 2019 may be assigned schedules at staggered starting and ending times provided they are notified of the assignment prior to the end of the preceding school year and receive a onetime payment of \$3000. Thereafter, unless mutually agreed by the SSP and the Superintendent, the SSP's schedule shall remain staggered. SSPs who are assigned staggered schedules shall not be required to exceed the regularly scheduled work day as defined in Article 2.4.1 above. Unless the SSP agrees otherwise, staggered schedules shall not begin more than two (2) hours prior to the start of the student day nor extend more than two (2) hours after the end of the student day. The Association shall be notified of any plan to implement staggered schedules. Staggered schedules may be assigned at the discretion of the Superintendent and such assignment shall not be subject to the grievance procedures provided it shall not be made arbitrarily or capriciously

2.5 Lunch/Planning Period

The Board will make every effort to provide SSPs with a duty-free lunch and an unencumbered duty-free planning period.

Article 3 - Leaves of Absence

3.1 Leave to Volunteer

A leave of absence, without pay or benefits, for a period not to exceed two (2) years may be granted to an SSP with at least five (5) years of service who joins the Peace Corps, Doctors Without Borders, or other organization aligned with the SSP's license or certification. A request for such a leave shall not be denied unreasonably. Upon return from such leave, an SSP who while on leave served in a capacity related to his/her professional certification or licensure shall be assigned a salary at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

3.2 Professional Development Leave

SSP's shall be entitled to two (2) paid professional leave days to participate in off-site professional development activities which have been pre-approved by the Director of Student Services. If an SSP attends a pre-approved activity on a weekend during the school year, he/she may elect, with the approval of the Director of Student Services, to take off one of the other scheduled professional development days or to be paid at his/her per diem rate for up to seven (7) hours and fifteen (15) minutes.

Article 4 – Benefits

4.1 Liability Insurance

The District shall provide liability coverage under the District's general liability insurance for claims against SSPs arising out of their employment with the District.

Article 5 – Salaries

5.1 Salary Schedule

The Salary Schedules for SSPs for 2022-2025 are set forth in Appendix A.

On July 1 of each year of this Agreement, returning SSPs shall advance one step on the salary schedule. Returning SSPs whose salaries exceed the maximum step on the salary schedule shall receive a 2.75% salary increase in 2022-23, a 2.5% salary increase in 2023-24 and a 2.5% salary increase in 2024-25.

An SSP who is placed on a performance improvement plan prior to May 1 and remains on the performance improvement plan on June 1 of any year of this Agreement shall not be eligible for any step or salary increase for that year.

5.2 Initial Placement on Salary Schedule

5.2.1 Salaries for newly hired SSPs will be based on their current degree status, credits, and experience using the Salary Schedule. However, no newly hired special service professional may be awarded a salary greater than any returning special service professional with the equivalent degree, credits, and experience.

5.2.2 The following criteria will be used to determine experience for purposes of initial placement on the Salary Schedule:

- a. A newly hired SSP will receive one year of experience on the Salary Schedule for each year (a minimum of 135 school days) of full-time employment in the same field at any public or private institution. One (1) year of experience will be granted for every two (2) years of .50 FTE SSP part-time employment.
- b. After a candidate is selected, the superintendent may award additional industry or subject matter experience for initial placement on the Salary Schedule provided that notice is provided to the Association.
- c. A Paraprofessional employed in the Conval School District who is hired as an SSP will be given one (1) year of credit for every two (2) years of full time employment as a paraprofessional in a related field.

5.3 Additional Compensation

5.3.1 Success and Leadership Recognition (SLR)

SSPs are eligible for participation in the Success and Leadership Recognition (SLR) defined in Section B Article 5.3.1.

5.3.2 Additional Graduate Course Work

SSPs who complete graduate course work shall have their salaries adjusted to the corresponding lane on Appendix A. Adjustments shall be effective in the next pay period following submission of an official transcript to the SAU office.

5.3.3 Salary Enhancement

SSPs in the following positions will receive an additional \$3000 per year added to their base salary, prorated for part-time employees:

Speech Language Pathologists, Psychologists, Occupational Therapists, Physical Therapists, School Nurses with RN license and DOE certification and School Social Workers with license and DOE certification.

5.3.5 Critical Shortage Stipend

If the District identifies a position as a critical shortage, it shall provide notice to the Association before an offer is made to an applicant. The Superintendent may grant a stipend of \$3,000-\$5,000 (prorated if the position is less than 1.0 FTE) to an applicant in order to fill a position previously identified as a critical shortage. A current SSP who is in the same position as a selected applicant will receive a stipend equal to the highest stipend paid to a newly hired SSP during that school year. Stipends will be paid, in the final paycheck, of each year that the position is identified as a critical shortage. If a stipend is awarded after January 1 of any year, it will be prorated for the number of months remaining in the school year. Once a position is no longer identified by the District as a critical shortage position, each SSP employed in that position and receiving a stipend will receive the stipend for one additional school year. A critical shortage will be determined based on any of the following factors:

- a. Knowledge and experience of Administration about filling vacancies in the specific area;
- b. Critical shortages declared by the New Hampshire State Commissioner of Education;
- c. Length of time expended by the Administration in trying to fill the vacancy,
- d. The lateness of the date in relationship to the opening date of the next school year.

5.4 Pay for Other Work

5.4.1 Curriculum Work

Curriculum work assigned by the District, performed during non-contract days, shall be compensated at the individual SSP's per diem rate.

5.4.2 Professional Services Work

Professional work assigned by the District, performed during non-contract days, shall be compensated at the individual SSP's per diem rate, prorated per hour, as established on July 1 of each year. If the Board determines it is unable to accurately budget individual rates, it will notify the Association and the parties will agree on a different method of determining the per diem rate.

Article 6 – Evaluations

6.1 Evaluation of SSPs

The evaluation of SSPs shall be in accordance with the Evaluation system developed by the joint evaluation committee and approved by the School Board and the CVEA. Please visit the District webpage at: <http://convalsd.net> for more information.

Article 7 - Transfers of SSPs

7.1.1 Transfers for the Next School Year

Most SSP positions are District wide positions and the SSP will provide services wherever the students needing those services are located. For SSP positions that are assigned to a particular building, if enrollment or staffing issues make it necessary to change a building assignment for the following school year, SSPs in that position will be notified of the potential change and will be given the opportunity to express their preferences. The Administration will give careful consideration to those preferences and will make changes on a voluntary basis whenever possible. If changes cannot be accomplished on a voluntary basis, the Superintendent or designee will transfer the SSP whose skills and experience best meet the needs of the District.

7.2 Transfers During the School Year

Whenever a transfer becomes necessary during the school year, the Superintendent will attempt to accomplish the transfer on a voluntary basis. If the transfer cannot be accomplished on a voluntary basis, the Superintendent or designee will transfer the SSP with the least District years of service and who can be transferred without adversely affecting students or programs.

7.3 Procedures for Transfers

7.3.1 Unless mutually agreed, transfers must have an equivalent FTE status.

7.3.2 An SSP who is being considered for an involuntarily transfer shall be notified, as soon as practicable, and shall be afforded the opportunity to meet with the Superintendent or designee, and a representative of the Association, to review the transfer and the reasons for it. Except in an emergency, such notice will be provided at least fifteen (15) calendar days prior to the effective date of the transfer. If the SSP is not satisfied with the involuntary transfer, he/she may resign by giving notice to the Superintendent within ten (10) calendar days of receipt of the transfer notice. If the SSP had already signed a contract for that year, the provisions of Section A, Article 12.4 shall be waived. In the event that the SSP is otherwise eligible for retirement benefits under Section A, Article 7.10, he/she shall be able to retire in lieu of resigning but will not receive the retirement benefits until the second fiscal year after retirement unless the Board approves an earlier payment.

7.3.3 The final decision regarding the implementation of an involuntary transfer shall rest with the Superintendent and shall not be subject to the grievance procedures provided that it is in compliance with the criteria set forth above and has not been arbitrary or capricious.

Article 8 Miscellaneous

8.1 Academic Freedom

Academic freedom means that professional staff are free to present additional instructional materials which are pertinent to the subject taught within the outlines of appropriate course content. It further means that professional staff shall be entitled to freedom of discussion in the classroom on matters which are relevant to the subject matter. Any additional instructional materials, plans, and supplies beyond those provided by the district remain the property of the professional staff member. In order to prepare for classes and to facilitate the educational process, professional staff shall have the right to place electronic materials of an educational nature on both their school and personal computers. The parties acknowledge that the use of software and hardware must conform to the manufacturer's licensing restrictions and School Board policy.

For the ConVal School Board:


Tim Theberge
School Board Chair

5/3/22
Date

For the ConVal Education Association:


Greg Leonard
Negotiations Chair

5/4/22
Date

APPENDIX A

2022-2023 Teacher and SSP Salary Schedule (188 DAYS)

2.75%	B+00	B+15	B+30	M+00	M+15	M+30	M+45
1	\$41,100	\$42,100	\$43,100	\$46,100	\$47,100	\$48,000	\$49,100
2	\$42,100	\$43,100	\$44,100	\$47,100	\$48,100	\$49,000	\$50,100
3	\$43,100	\$44,100	\$45,100	\$48,100	\$49,100	\$50,000	\$51,100
4	\$44,100	\$45,100	\$46,100	\$49,100	\$50,100	\$51,000	\$52,100
5	\$45,100	\$46,100	\$47,100	\$50,100	\$51,100	\$52,000	\$53,100
6	\$46,100	\$47,100	\$48,100	\$51,100	\$52,100	\$53,000	\$54,100
7	\$47,100	\$48,100	\$49,100	\$52,100	\$53,100	\$54,000	\$55,100
8	\$48,100	\$49,100	\$50,100	\$53,100	\$54,100	\$55,000	\$56,100
9	\$49,100	\$50,100	\$51,100	\$54,100	\$55,100	\$56,000	\$57,100
10	\$50,100	\$51,100	\$52,100	\$55,100	\$56,100	\$57,000	\$58,100
11	\$51,100	\$52,100	\$53,100	\$56,100	\$57,100	\$58,000	\$59,100
12	\$52,100	\$53,100	\$54,100	\$57,100	\$58,100	\$59,000	\$60,100
13	\$53,100	\$54,100	\$55,100	\$58,100	\$59,100	\$60,000	\$61,100
14	\$54,100	\$55,100	\$56,600	\$59,100	\$60,100	\$61,000	\$62,100
15	\$55,100	\$56,600	\$58,100	\$60,100	\$61,100	\$62,500	\$63,600
16	\$56,600	\$58,100	\$59,600	\$61,600	\$62,600	\$64,000	\$65,100
17	\$58,100	\$59,600	\$61,100	\$63,100	\$64,100	\$65,500	\$66,600
18	\$59,600	\$61,600	\$62,600	\$64,600	\$65,600	\$67,000	\$68,100

Teachers and SSPs advancing past the schedule will be designated as “off step” and will receive the “off step” increase using the multiplier of 2.75%.

APPENDIX A

2023-2024 Teacher and SSP Salary Schedule (188 DAYS)

2.50%	B+00	B+15	B+30	M+00	M+15	M+30	M+45
1	\$42,100	\$43,100	\$44,100	\$47,100	\$48,000	\$49,000	\$50,100
2	\$43,100	\$44,100	\$45,100	\$48,100	\$49,000	\$50,000	\$51,100
3	\$44,100	\$45,100	\$46,100	\$49,100	\$50,000	\$51,000	\$52,100
4	\$45,100	\$46,100	\$47,100	\$50,100	\$51,000	\$52,000	\$53,100
5	\$46,100	\$47,100	\$48,100	\$51,100	\$52,000	\$53,000	\$54,100
6	\$47,100	\$48,100	\$49,100	\$52,100	\$53,000	\$54,000	\$55,100
7	\$48,100	\$49,100	\$50,100	\$53,100	\$54,000	\$55,000	\$56,100
8	\$49,100	\$50,100	\$51,100	\$54,100	\$55,000	\$56,000	\$57,100
9	\$50,100	\$51,100	\$52,100	\$55,100	\$56,000	\$57,000	\$58,100
10	\$51,100	\$52,100	\$53,100	\$56,100	\$57,000	\$58,000	\$59,100
11	\$52,100	\$53,100	\$54,100	\$57,100	\$58,000	\$59,000	\$60,100
12	\$53,100	\$54,100	\$55,100	\$58,100	\$59,000	\$60,000	\$61,100
13	\$54,100	\$55,100	\$56,100	\$59,100	\$60,000	\$61,000	\$62,100
14	\$55,100	\$56,100	\$57,100	\$60,100	\$61,000	\$62,000	\$63,100
15	\$56,100	\$57,100	\$58,600	\$61,100	\$62,000	\$63,000	\$64,100
16	\$57,100	\$58,600	\$60,100	\$62,100	\$63,000	\$64,500	\$65,600
17	\$58,600	\$60,100	\$61,600	\$63,600	\$64,500	\$66,000	\$67,100
18	\$60,100	\$61,600	\$63,100	\$65,100	\$66,000	\$67,500	\$68,600

Teachers and SSPs advancing past the schedule will be designated as “off step” and will receive the “off step” increase using the multiplier of 2.5%.

APPENDIX A

2024-2025 Teacher and SSP Salary Schedule (188 DAYS)

2.50%	B+00	B+15	B+30	M+00	M+15	M+30	M+45
1	\$43,000	\$44,000	\$45,000	\$48,000	\$48,900	\$49,900	\$51,000
2	\$44,000	\$45,000	\$46,000	\$49,000	\$49,900	\$50,900	\$52,000
3	\$45,000	\$46,000	\$47,000	\$50,000	\$50,900	\$51,900	\$53,000
4	\$46,000	\$47,000	\$48,000	\$51,000	\$51,900	\$52,900	\$54,000
5	\$47,000	\$48,000	\$49,000	\$52,000	\$52,900	\$53,900	\$55,000
6	\$48,000	\$49,000	\$50,000	\$53,000	\$53,900	\$54,900	\$56,000
7	\$49,000	\$50,000	\$51,000	\$54,000	\$54,900	\$55,900	\$57,000
8	\$50,000	\$51,000	\$52,000	\$55,000	\$55,900	\$56,900	\$58,000
9	\$51,000	\$52,000	\$53,000	\$56,000	\$56,900	\$57,900	\$59,000
10	\$52,000	\$53,000	\$54,000	\$57,000	\$57,900	\$58,900	\$60,000
11	\$53,000	\$54,000	\$55,000	\$58,000	\$58,900	\$59,900	\$61,000
12	\$54,000	\$55,000	\$56,000	\$59,000	\$59,900	\$60,900	\$62,000
13	\$55,000	\$56,000	\$57,000	\$60,000	\$60,900	\$61,900	\$63,000
14	\$56,000	\$57,000	\$58,000	\$61,000	\$61,900	\$62,900	\$64,000
15	\$57,000	\$58,000	\$59,000	\$62,000	\$62,900	\$63,900	\$65,000
16	\$58,000	\$59,000	\$60,500	\$63,000	\$63,900	\$64,900	\$66,000
17	\$59,000	\$60,500	\$62,000	\$64,000	\$64,900	\$66,400	\$67,500
18	\$60,500	\$62,000	\$63,500	\$65,500	\$66,400	\$67,900	\$69,000

Teachers and SSPs advancing past the schedule will be designated as “off step” and will receive the “off step” increase using the multiplier of 2.5%.

APPENDIX B

Paraprofessional 2022-2023 Wage Schedule

2.8%	No Certification	Certified	Highly Skilled	COTA SLPA LPN
1	\$13.10	\$14.85	\$15.85	\$16.85
2	\$13.60	\$15.35	\$16.35	\$17.35
3	\$14.10	\$15.85	\$16.85	\$17.85
4	\$14.60	\$16.35	\$17.35	\$18.35
5	\$15.10	\$16.85	\$17.85	\$18.85
6	\$15.60	\$17.35	\$18.35	\$19.35
7	\$16.10	\$17.85	\$18.85	\$19.85
8	\$16.60	\$18.35	\$19.35	\$20.35
9	\$17.10	\$18.85	\$19.85	\$20.85
10	\$17.60	\$19.35	\$20.35	\$21.35
11	\$18.10	\$19.85	\$20.85	\$21.85
12		\$20.35	\$21.35	\$22.35
13		\$20.85	\$21.85	\$22.85
14		\$21.60	\$22.60	\$23.60
15		\$22.80	\$23.80	\$24.80

Paraprofessionals advancing past the schedule will be designated as “off step” and will receive the “off step” increase using the multiplier of 2.8%.

APPENDIX B

Paraprofessional 2023-2024 Wage Schedule

2.75%	No Certification	Certified	Highly Skilled	COTA SLPA LPN
1	\$13.35	\$15.35	\$16.35	\$17.35
2	\$13.85	\$15.85	\$16.85	\$17.85
3	\$14.35	\$16.35	\$17.35	\$18.35
4	\$14.85	\$16.85	\$17.85	\$18.85
5	\$15.35	\$17.35	\$18.35	\$19.35
6	\$15.85	\$17.85	\$18.85	\$19.85
7	\$16.35	\$18.35	\$19.35	\$20.35
8	\$16.85	\$18.85	\$19.85	\$20.85
9	\$17.35	\$19.35	\$20.35	\$21.35
10	\$17.85	\$19.85	\$20.85	\$21.85
11	\$18.35	\$20.35	\$21.35	\$22.35
12		\$20.95	\$21.95	\$22.95
13		\$21.55	\$22.55	\$23.55
14		\$22.15	\$23.15	\$24.15
15		\$22.80	\$23.80	\$24.80

Paraprofessionals advancing past the schedule will be designated as “off step” and will receive the “off step” increase using the multiplier of 2.75%.

APPENDIX B

Paraprofessional 2024-2025 Wage Schedule

2.7%	No Certification	Certified	Highly Skilled	COTA SLPA LPN
1	\$13.55	\$15.65	\$16.65	\$17.65
2	\$14.05	\$16.15	\$17.15	\$18.15
3	\$14.55	\$16.65	\$17.65	\$18.65
4	\$15.05	\$17.15	\$18.15	\$19.15
5	\$15.55	\$17.65	\$18.65	\$19.65
6	\$16.05	\$18.15	\$19.15	\$20.15
7	\$16.55	\$18.65	\$19.65	\$20.65
8	\$17.05	\$19.15	\$20.15	\$21.15
9	\$17.55	\$19.65	\$20.65	\$21.65
10	\$18.05	\$20.15	\$21.15	\$22.15
11	\$18.55	\$20.65	\$21.65	\$22.65
12		\$21.15	\$22.15	\$23.15
13		\$21.65	\$22.65	\$23.65
14		\$22.15	\$23.15	\$24.15
15		\$22.80	\$23.80	\$24.80

Paraprofessionals advancing past the schedule will be designated as “off step” and will receive the “off step” increase using the multiplier of 2.7%.

APPENDIX C

Grievance # _____

**GRIEVANCE REPORT FORM
CONTOOCCOOK VALLEY SCHOOL DISTRICT**

TO: _____

Complete in triplicate with copies to:

School _____

- 1. Principal
- 2. Superintendent/Designee
- 3. CVTA President/Designee

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 Master Contract.)

2. Relief Sought

3. Explain the informal steps taken to resolve grievance to date.

Signature of Grievant

Date

Answer given by Principal

Signature of Principal

Date

Position of Grievant

Signature of Grievant

Date

LEVEL B

**Date received by
Superintendent/designee:**

**Answer given by
Superintendent/designee:**

Signature

Date

**Position of
Grievant:**

Signature

Date

LEVEL C
Date submitted to Binding
Arbitration:

Signature

Date

APPENDIX D

EVALUATION OF PROFESSIONAL STAFF TEACHER

PATHWAY I

The purpose of Pathway I is to orient new teachers to the expectations of District and schools, by helping our new professional staff grow professionally.

PATHWAY II

The purpose of Pathway II is to provide a means for professionally competent teachers to engage in self-directed, continuous professional growth with the support of their colleagues and administrators.

PATHWAY III

Pathway III is designed to provide notification and assistance to teachers whose professional performance is unsatisfactory. At any point in the process outlined, a teacher may request the presence of a third party or a CVEA representative.

Please visit the following web pages for more information: <http://www.convalsd.net>

**APPENDIX E
ATHLETICS**

		2022-2025
DAC	Description	Amount
CVHS	Baseball - Assistant	\$2,846.20
CVHS	Baseball - JV	\$2,846.20
CVHS	Baseball - Varsity	\$3,557.75
CVHS	Basketball - Boys Freshman	\$2,846.20
CVHS	Basketball - Boys JV	\$3,557.75
CVHS	Basketball - Boys Varsity	\$4,376.04
CVHS	Basketball - Boys Varsity Assistant	\$2,846.20
CVHS	Basketball - Girls Freshman	\$2,846.20
CVHS	Basketball - Girls JV	\$3,557.75
CVHS	Basketball - Girls Varsity	\$4,376.04
CVHS	Basketball - Girls Varsity Assistant	\$2,846.20
CVHS	Bass Fishing	\$2,846.20
CVHS	Cross Country Coed - Assistant	\$2,846.20
CVHS	Cross Country Varsity Coed	\$3,557.75
CVHS	Football - Assistant	\$2,846.20
CVHS	Football - Assistant	\$2,846.20
CVHS	Football - Assistant	\$2,846.20
CVHS	Football - JV	\$3,557.75
CVHS	Football - Varsity	\$4,376.04
CVHS	Golf - JV	\$2,846.20
CVHS	Golf - Varsity	\$3,557.75
CVHS	Hockey Field - Assistant	\$2,846.20
CVHS	Hockey Field - JV	\$2,846.20
CVHS	Hockey Field - Varsity	\$3,557.75
CVHS	Hockey Ice - Girls Varsity	\$4,376.04
CVHS	Hockey Ice - Boys Assistant	\$2,846.20
CVHS	Hockey Ice - Boys Varsity	\$4,376.04
CVHS	Hockey Ice - Girls Assistant	\$2,846.20
CVHS	Lacrosse - Boys Assistant	\$2,846.20
CVHS	Lacrosse - Boys Freshman	\$2,846.20
CVHS	Lacrosse - Boys JV	\$2,846.20
CVHS	Lacrosse - Boys Varsity	\$3,557.75
CVHS	Lacrosse - Girls Assistant	\$2,846.20
CVHS	Lacrosse - Girls JV	\$2,846.20
CVHS	Lacrosse - Girls Varsity	\$3,557.75
CVHS	Skiing - Varsity Alpine	\$2,846.20
CVHS	Skiing - Varsity Nordic	\$2,846.20
CVHS	Soccer - Boys Assistant	\$2,846.20
CVHS	Soccer - Boys Freshman	\$2,846.20
CVHS	Soccer - Boys JV	\$3,557.75
CVHS	Soccer - Boys Varsity	\$4,376.04

CVHS	Soccer - Girls Assistant	\$2,846.20
CVHS	Soccer - Girls Freshman	\$2,846.20
CVHS	Soccer - Girls JV	\$3,557.75
CVHS	Soccer - Girls Varsity	\$4,376.04
CVHS	Softball - Assistant	\$2,846.20
CVHS	Softball - JV	\$2,846.20
CVHS	Softball - Varsity	\$3,557.75
CVHS	Special Olympics - Fall	\$1,071.61
CVHS	Special Olympics - Spring	\$1,071.61
CVHS	Special Olympics - Winter	\$1,071.61
CVHS	Spirit Team - Basketball	\$3,557.75
CVHS	Spirit Team - Football	\$2,846.20
CVHS	Strength & Conditioning - Fall	\$1,778.88
CVHS	Strength & Conditioning - Spring	\$1,778.88
CVHS	Strength & Conditioning - Winter	\$1,778.88
CVHS	Tennis - Boys Varsity	\$2,846.20
CVHS	Tennis - Girls Varsity	\$2,846.20
CVHS	Track - Winter	\$3,557.75
CVHS	Track Assistant - Spring	\$2,846.20
CVHS	Track Assistant - Spring	\$2,846.20
CVHS	Track Assistant - Spring	\$2,846.20
CVHS	Track Assistant - Winter	\$2,846.20
CVHS	Track Coed - Spring	\$4,376.04
CVHS	Unified Basketball	\$1,071.61
CVHS	Unified Basketball	\$1,071.61
CVHS	Unified Basketball	\$1,071.61
CVHS	Unified Floater	\$1,071.61
CVHS	Unified Soccer	\$1,071.61
CVHS	Unified Soccer	\$1,071.61
CVHS	Unified Track	\$1,071.61
CVHS	Unified Track	\$1,071.61
CVHS	Volleyball - JV	\$2,846.20
CVHS	Volleyball Varsity	\$3,557.75
CVHS	Wrestling - Varsity	\$4,376.04
GBS	Baseball	\$2,134.65
GBS	Basketball - Boys	\$2,134.65
GBS	Basketball - Girls	\$2,134.65
GBS	Cross Country	\$1,778.88
GBS	Hockey Field	\$2,134.65
GBS	Soccer - Boys A Team	\$2,134.65
GBS	Soccer - Girls	\$2,134.65
GBS	Softball	\$2,134.65
GBS	Special Olympics - Spring	\$1,071.61
GBS	Special Olympics - Spring	\$1,071.61
GBS	Special Olympics - Winter	\$1,071.61

GBS	Special Olympics - Winter	\$1,071.61
GBS	Spirit Team - Basketball	\$2,134.65
GBS	Track - Spring	\$2,134.65
GBS	Wrestling	\$1,778.88
SMS	Baseball	\$2,134.65
SMS	Basketball - Boys A Team	\$2,134.65
SMS	Basketball - Boys B Team	\$2,134.65
SMS	Basketball - Girls A Team	\$2,134.65
SMS	Basketball - Girls B Team	\$2,134.65
SMS	Cross Country	\$2,134.65
SMS	Cross Country	\$2,134.65
SMS	Hockey Field	\$2,134.65
SMS	Soccer - Boys A Team	\$2,134.65
SMS	Soccer - Boys B Team	\$1,778.88
SMS	Soccer - Girls	\$2,134.65
SMS	Softball	\$2,134.65
SPED	Special Olympics - Fall PES	\$1,071.61
SMS	Special Olympics - Spring	\$1,071.61
SMS	Special Olympics - Spring	\$1,071.61
SPED	Special Olympics - Spring PES	\$1,071.61
SMS	Special Olympics - Winter	\$1,071.61
SMS	Special Olympics - Winter	\$1,071.61
SPED	Special Olympics - Winter PES	\$1,071.61

**APPENDIX F
Non--Athletics**

DAC	Description	2022-2025 Amount	Grandfather Amount
CVHS	Anime	\$1,200.00	\$1,200.00
CVHS	Chem Club	\$2,000.00	\$2,000.00
CVHS	Class Advisor - Freshman	\$800.00	\$1,025.88
CVHS	Class Advisor - Junior	\$2,000.00	\$2,000.00
CVHS	Class Advisor - Senior	\$2,400.00	\$2,650.00
CVHS	Class Advisor - Sophomore	\$800.00	\$1,025.00
CVHS	Club - Art	\$800.00	\$800.00
CVHS	Club - German	\$1,200.00	\$1,200.00
CVHS	Club - Spanish	\$1,200.00	\$1,200.00
CVHS	Dance Team	\$1,200.00	\$1,200.00
CVHS	Drama - Festival Director	\$2,000.00	\$2,000.00
CVHS	Drama - Musical Choreographer	\$1,200.00	\$1,200.00
CVHS	Drama - Musical Director	\$2,800.00	\$2,992.15
CVHS	Drama - Musical Music Director	\$2,400.00	\$2,650.19
CVHS	Drama - Musical Tech Director	\$1,200.00	\$1,275.51
CVHS	Drama - Play Director	\$2,000.00	\$2,000.00
CVHS	Drama - Play Tech Director	\$1,200.00	\$1,275.51
CVHS	Drama - Program Producer	\$1,600.00	\$1,624.31
CVHS	Envirothon	\$2,000.00	\$2,000.00
CVHS	Equestrian	\$2,400.00	\$2,564.70
CVHS	Future Business Leaders	\$800.00	\$1,025.88
CVHS	Graduation Advisor	\$800.00	\$800.00
CVHS	GSA	\$800.00	\$1,025.88
CVHS	History Club	\$800.00	\$1,624.31
CVHS	Interact	\$1,600.00	\$1,624.31
CVHS	Math Team	\$1,600.00	\$1,624.31
CVHS	Music - All State Band	\$800.00	\$800.00
CVHS	Music - All State Chorus	\$800.00	\$800.00
CVHS	Music - All State Strings	\$800.00	\$800.00
CVHS	Music - Jazz Band	\$2,000.00	\$2,000.00
CVHS	Music - Memorial Day Parade	\$400.00	\$499.26
CVHS	Music - Monadnock Valley Festival	\$800.00	\$800.00
CVHS	Music - Monadnock Valley Festival	\$800.00	\$800.00
CVHS	Music - NE Festival Band	\$800.00	\$800.00
CVHS	Music - NE Festival Chorus	\$800.00	\$800.00
CVHS	Music - NE Festival Strings	\$800.00	\$800.00
CVHS	Music - Pep Band	\$800.00	\$800.00
CVHS	Music - Select Chorus	\$2,000.00	\$2,000.00
CVHS	National Honor Society	\$1,600.00	\$1,624.31
CVHS	Ocean Bowl	\$2,000.00	\$2,000.00
CVHS	Student Council	\$2,400.00	\$2,650.19

Non--Athletics

DAC	Description	2022-2025 Amount	Grandfather Amount
CVHS	The Link	\$2,000.00	\$2,992.15
CVHS	Yearbook	\$2,000.00	\$4,359.99
CVHS	Youth and Government	\$2,000.00	\$2,000.00
GBS	Art Club	\$800.00	\$800.00
GBS	Drama	\$1,200.00	\$1,200.00
GBS	Flag Football	\$800.00	\$1,025.88
GBS	Floor Hockey	\$800.00	\$800.00
GBS	Garden Club	\$800.00	\$800.00
GBS	Graduation Coordinator	\$600.00	\$600.00
GBS	Gymnastics Club	\$1,600.00	\$1,600.00
GBS	Music - All State Band	\$400.00	\$499.26
GBS	Music - All State Chorus	\$400.00	\$499.26
GBS	Music - All State Orchestra	\$400.00	\$499.26
GBS	Music - Memorial Day Parade	\$400.00	\$499.26
GBS	Music - Select Chorus	\$2,000.00	\$2,000.00
GBS	New Hampshire Dance Institute	\$1,600.00	\$1,600.00
GBS	Recycling Club	\$800.00	\$800.00
GBS	Student Council	\$1,600.00	\$1,720.38
GBS	Yearbook	\$1,200.00	\$1,275.52
SMS	Art Club	\$800.00	\$800.00
SMS	Club - Environmental	\$800.00	\$1,257.26
SMS	Dance Team	\$1,600.00	\$1,600.00
SMS	Drama	\$1,600.00	\$1,600.00
SMS	Drama Tech	\$800.00	\$800.00
SMS	Golf Club - Middle School	\$1,200.00	\$1,200.00
SMS	Improv Club	\$800.00	\$800.00
SMS	Music - All State Band	\$400.00	\$499.26
SMS	Music - All State Chorus	\$400.00	\$499.26
SMS	Music - All State Strings	\$400.00	\$499.26
SMS	Music - Jazz Band	\$2,000.00	\$2,000.00
SMS	Music - Memorial Day Parade	\$400.00	\$499.26
SMS	Music - Select Chorus	\$2,000.00	\$2,000.00
SMS	New Hampshire Dance Institute	\$1,200.00	\$1,200.00
SMS	Newspaper	\$1,200.00	\$1,275.51
SMS	Peer Mediation	\$1,600.00	\$1,624.31
SMS	Robotics	\$2,800.00	\$2,800.00
SMS	Running Club	\$1,200.00	\$1,200.00
SMS	Science Club	\$800.00	\$1,370.98
SMS	Student Council	\$1,600.00	\$1,720.06
SMS	Volleyball	\$1,200.00	\$1,200.00
SMS	Weight Training - Winter/Spring	\$1,200.00	\$1,200.00
SMS	Yearbook	\$1,200.00	\$1,275.52