

**AGREEMENT BETWEEN THE CONTOOCOOK VALLEY
EDUCATION ASSOCIATION NEA – NH**

**AND
THE CONTOOCOOK VALLEY SCHOOL BOARD**

JULY 1, 2005 THROUGH JUNE 30, 2008

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This Agreement entered into this sixth day of **January 11, 2005** by and between the Contoocook Valley School Board of School Administrative Unit #1, hereinafter called the "Board", and the Contoocook Valley Education Association, hereinafter called the "Association".

ARTICLE 1

Recognition

1-1 For the purposes of collective negotiations as required under RSA 273-A, the Board recognizes the Contoocook Valley Education Association as the exclusive representative for full and part-time professional employees of the Contoocook Valley School District School Administrative Unit #1 including individuals employed by the Contoocook Valley School Board of School Administrative Unit #1 the qualifications for whose position are such as to require him or her to hold an appropriate credential issued by the State Board of Education under its regulation governing the certification of professional school personnel including assistants but excluding Superintendents, Assistant Superintendents, Principals, Assistant Principals, Teaching Principals, Business Administrators, and other persons employed by the State Board of Education and all other employees of the Board.

Full-time means any teacher working 4/5 or more of full-time, or any paraprofessional working 35 hours or more per week for the school year. The Association agrees to represent equally all such professional employees in the unit designated above without discrimination and without regard to membership in the Association. Employees working less than 4/5 or less than 35 hours as defined above shall not be entitled to economic benefits as prescribed under Articles 6, with the exception of Article 6, Section 6-6, which benefits shall be available to all bargaining unit members. Employees who are currently employed by the District and eligible for benefits will continue to be eligible for all benefits of full time employees. No position shall be reduced in time so as to solely eliminate any benefits. Positions that are less than full time can be combined to make the employee eligible for full benefits.

1-2 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.

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", as used in this Agreement, means the responsible administrative head of his/her respective school.

1-3.2 The term "Teacher", as used in this Agreement, means a person employed by the Board included in the unit defined in Article 1, Section 1-1 of this Agreement.

1-3.4 The term "Paraprofessional", as used in this Agreement, is defined as an instructional assistant or aide hired to support classroom instruction.

1-3.5 Effective 7/1/98, the kindergarten program will be such that teaching positions within the program will be considered 3/5 positions.

1-3.6 Wherever singular is used in this Agreement, it is to include the plural.

1-3.7 Seniority as used in this Agreement is defined as the length of unbroken service to the District as a member of the bargaining unit while on continuing contract except as specified in Article 5 of this Agreement and shall be computed by referring to the date and time if necessary that the contract was received by the Superintendent's Office. Seniority cannot be transferred from paraprofessional to teacher or teacher to paraprofessional. Seniority lists will be updated annually and a copy made available to any member of the bargaining unit upon request.

ARTICLE 2

Negotiations Process

2-1.1 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.

2-2.1 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.

2-2.2 If the mediator is unable to effect settlement of the controversy within fifteen (15) days 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 2-2.1.

ARTICLE 3

Grievance Procedure

3-1 Definition

3-1.1 A "Grievance" shall mean a claim by the member of the bargaining unit that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this Agreement governing said employees, except a grievance shall not be:

- a. A claim of a non-continuing contract teacher which arises by reason of his/her not being re-employed; or
- b. Any 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 provision:

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.

A grievance to be considered under this procedure must be initiated in writing by the employee within fifteen (15) school days, but no more than 21 calendar 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.

3-3 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.

3-4 Any grievant shall discuss it 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, who shall give his/her decision within five (5) school days.

3-5 The grievant, no later than five (5) school days after the receipt of the decision of the immediate supervisor, may appeal the decision of the immediate supervisor to the Principal, or to the Superintendent if the immediate supervisor is the Principal. The appeal to the immediate supervisor, to the Principal, or to the Superintendent must be made in writing on the form attached in Appendix C.

The Superintendent or the Principal shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. 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.

3-6 If the Principal is involved in 3-5, the next step is the Superintendent and the same time limits prevail.

3-7 If the grievance is not resolved to the grievant's satisfaction, she/he, no later than seven (7) school 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 (20) school days of the date of the hearing. The hearing shall be held no later than thirty-five (35) school days after the receipt of the appeal.

3-8 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 (20) school days of receipt of the Board's decision.

3-9 The following procedure shall be used to secure the services of an arbitrator.

a. Either party may request the AAA to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the AAA to submit a second roster of names.

c. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) school days of either the initial or second request for an arbitrator, the AAA may be requested by either party to designate an arbitrator.

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.

3-10 Rights of Teacher to Representation

3-10.1 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.

3-11 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.

3-12 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 borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

3-13 All documents, communications and records dealing with the processing of a grievance may be filed; provided, however, that such documents, communications, or records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed to any prospective employer nor the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the grievant.

3-14 Grievance Report Form (See Appendix C)

ARTICLE 4

Peaceful Resolution of Differences

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

Leaves of Absence

5-1 Sick and Personal Leave

5-1.1 For Members on Continuing Contract

Members of the bargaining unit who are on continuing contract will be allowed leave for personal illness and for personal reasons which are by nature a necessity or an emergency. Such members will receive five (5) days at the beginning of the school year and accrue one half (1/2) day per month of service for a ten (10) month school year. The total accrued time shall be ten (10) days per contract year cumulative to one hundred five (105) days.

If a member is absent because of personal illness, he/she must submit a medical certificate if requested to do so. Administrative approval is required when the leave is for an emergency or other necessity. Of the days allowed for sick and personal leave, two (2) days of leave may be used for undisclosed personal reasons provided that a member obtains the approval of his/her supervising principal. 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 days, during the first or last week of school, or contiguous with school vacation periods or student holidays. No days may accumulate from year to year as undisclosed personal days.

If a member has completely exhausted his/her sick leave and accrued sick leave, he/she will be paid at his/her normal daily pay rate for additional days absent (known as intermediate sick leave) up to such time as Long Term Disability commences or the cessation of the disability, whichever occurs first. The combination of paid sick leave and intermediate sick leave will not exceed ninety (90) calendar days (minus accrued sick days) for a single occurrence of illness.

For members of the bargaining unit who have given proper notice of retirement and duly accepted by the Board, authorized absences incurred during the final year of employment in the District will not be deducted from the total accumulated sick leave.

5-1.2 For Members Not on Continuing Contract.

Members of the bargaining unit who are not on continuing contract will be allowed leave for personal illness and for personal reasons which are by nature a necessity or an emergency. Such members will receive five (5) days at the beginning of the school year and shall accrue one (1) day per month of service for a ten (10) month school year. The total accrued time shall be fifteen (15) days per contract year cumulative to forty-five (45) days while the individual is considered a non-continuing contract member of the bargaining unit. However, only a maximum of ten (10) such accumulated days per contract year may be credited toward the buy back retirement plan.

If a member is absent because of personal illness, he/she must submit a medical certificate if requested to do so. Administrative approval is required when the leave is for an emergency or other necessity.

Of the days allowed for sick and personal leave, two (2) days of leave may be used for undisclosed personal reasons provided that a member obtains the approval of his/her supervising principal. 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 days, during the first or last week of school, or contiguous with school vacation periods or student holidays. No days may accumulate from year to year as undisclosed personal days.

Non-continuing contract members are not entitled to any further sick/personal leave compensation than they have earned according to this section. They will be entitled to Long Term Disability if they fulfill the eligibility requirements.

5-1.3 Substitutes

All reasonable efforts will be made to obtain substitutes for classroom teachers and specialists who are on sick or personal leave. The failure to secure a substitute for such a member shall have no bearing on sick leave provisions and payments, however.

5-1.4 Terminal Illness

A member who contracts a terminal illness with medical documentation shall be granted leave and be eligible for all benefits. The District shall continue to pay all health benefits, as specified in Article 6, for a period of not more than one year from the date that the member exhausts his/her sick leave benefits and becomes covered by the Long Term Disability Plan.

5-2 Family and Medical Leave

Eligible 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.

5-3 Military Leave

5-3.1 Military leave without pay or any other benefits shall be granted to any member as mandated by state or federal law.

5-3.2 A 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 member shall make reasonable provisions, but no higher than the local unit commander, to request training that does not conflict with the work year.

5-4 Other Leaves of Absence

5-4.1 General Provisions

Unless otherwise specified, the following provisions shall apply to all leaves of absence described in this section 5-4:

- 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. Extensions or renewals shall be granted at the sole discretion of the Board upon the recommendation of the Superintendent.
- b. A member requesting a leave of absence shall apply for said leave on or before February 1 of the year prior to the contract year for which the leave is sought.
- c. The leave shall be without pay or benefits.
- c. The granting of such leave shall in no way cause a loss of seniority accrued prior to said leave. However, no seniority shall accrue during the leave.
- e. The 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 member to so notify the Board shall relieve the Board and the District of any further contractual obligations with the member.
- f. The member may return to the District as an employee 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 member on leave 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 member on leave to a position for which he/she is certified.
- h. All benefits to which a member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and accrued seniority, shall be restored to him/her upon his/her return, if legally permissible.

5-4.2 Leave to Join Peace Corps, Vista or National Teacher Corps

A leave of absence for a period not to exceed two (2) years may be granted to any member on continuing contract who joins the Peace Corps, Vista or National Teacher Corps. 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.

5-4.3 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 member for the purpose of serving the New Hampshire Educational Association in the capacity of President, Uni-Serv Representative, or a Staff Development Committee member. No more than two (2) persons in any one (1) year shall be granted a leave of absence under this provision.

5-4.4 Leave to Pursue Education

A 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.

5-4.5 One Year Leave

A member may apply for a 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.

5-4.6 Leave for CVEA President

Six (6) one-half days of paid leave each school year will be available to the President of the Education Association or his/her designee to be used within the District for working with members of the bargaining unit who may have grievances as defined in Article 3 of the Master Agreement.

At the President's discretion up to three (3) full days of this leave may be used for Association business other than grievances.

5.5 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 Staff Development Committee.

ARTICLE 6

Benefits

Benefits outlined in Article 6 shall become available to eligible employees 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 6 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.

6-1 Medical Insurance

6-1.1 The Board shall provide a health benefit plan for members of the bargaining unit. The schedule of benefits will be substantially comparable to the medical, hospital, and other benefits presently offered by Blue Cross / Blue Shield, "Matthew Thornton Plan with \$250 inpatient deductible" and drug plan RX 10,20,30 M same (MBT10). The District obligation will be for 100% of all costs of the plan for Single, Two Person, and Family Plan.

6-1.2 Any member of the bargaining unit may choose a different level of coverage offered by the selected carrier, but any additional cost, above the District's contribution as stated in 6-1.1 will be borne by the bargaining unit member.

6-1.3 Bargaining unit members who are employed for 3/5, but less than 4/5 or 25 to 35 hours per week may purchase medical insurance on a prorated basis, e.g. if an employee works 3/5 time, the District will be responsible for 60% of their health benefits cost. Bargaining unit members who are employed .50 to .59 of full time may purchase the health insurance offered by the District at the member's own expense. Employees, who are employed on or before July 1, 2005 by the District and eligible for benefits, will continue to be eligible for all benefits of full time employees. No position shall be reduced in time so as to solely eliminate any benefits. Positions that are less than full time can be combined to make the employee eligible for full benefits.

6-1.4 The district will be responsible for full health premiums up to the value of the appropriate level of Comp100 plan, for married couples who are both employed by the District and are eligible under the provisions outlined in Article 1.1. If the bargaining unit member chooses the MTB10 plan they will be included in the medical buyout program and count in the required changeover numbers.

6-1.5 Bargaining unit members who are eligible for health insurance and elect not to receive the district health insurance for a fiscal year and can provide proof of alternative group insurance coverage and remained employed by the district for that year shall receive 25% of the amount equal to the medical insurance benefit they are entitled. The buy back shall be paid in quarterly, commencing September 30th. If a person rejoins the district medical plan under a qualifying event, they will owe the district for any un-earned buy back payments.

To implement the buy back program 15 currently insured bargaining unit members or more, must elect the buy back option in 2005-2006. In years 2 and 3 of the contract 10 must elect or continue to elect the buy back option. If by end of the first year the buy back participants have dropped below 15 or if in years 2 and 3 below 10 the school board may choose to discontinue to offer the buy back for the balance of the contract by notifying the CVEA by June 1st.

6-2 Life Insurance

6-2.1 The Board shall provide fifty thousand dollars (\$50,000) of group term life insurance with accidental death and dismemberment coverage (double indemnity) for the members of the bargaining unit, with premiums paid by the District.

6-3 Disability Insurance

6-3.1 The Board shall provide long-term disability insurance coverage to members of the bargaining unit, with premiums paid by the District.

Benefits will be as follows:

Monthly Benefit - 66.67% of salary less customary offsets

Maximum monthly benefit - Five Thousand Dollars (\$5,000)

Coverage will start after 90 consecutive calendar days of disability.

6-4 Recertification Reimbursement

6-4.1 The District shall reimburse members of the bargaining unit for the criminal check, recertification fees (including fingerprinting costs), and licensing fees charged by the State of New Hampshire. Reimbursement shall be paid when a copy of the recertification or relicensing is sent to the District's Personnel Office.

6-5 Retirement Buy Back Plan

6-5.1 If at the time of voluntary retirement from the District a bargaining unit member who has at least 10 years of consecutive experience 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 bargaining unit member for accrued and unused sick and personal leave (not to exceed 90 days) at the rate specified below:

Years of employment:

- * 10-19 - 30% of the most recent per diem salary
- * 20-24 - 60% of the most recent per diem salary
- * 25-29 - 82% of the most recent per diem salary
- * 30+ - 100% of the most recent per diem salary

Notification of intent to retire shall be made in writing to the Superintendent on or before January 1 of the calendar year preceding retirement. Example: If retirement is planned for July 1, 2004, notification must be made by January 1, 2003.

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

6-6 Dental Insurance

The Board shall provide Delta Dental Insurance coverage under the Renewal Option 1J or on an equivalent schedule, for members of the bargaining unit. Coverage will be as follows:

Coverage A 100%

Coverage B 80%
Coverage C 50%
Coverage D 50%

Maximum benefit per year per person \$1500. Orthodontic lifetime benefit : \$1,000.

The District will pay 100% of the premium cost for individual members. A bargaining unit member may apply his/her individual amount of premium toward the purchase of additional coverage. Additional costs for coverage for a member's dependent(s) is to be paid solely by the member.

6-7 Tuition and Staff Development Reimbursement

6-7.1 Tuition Reimbursement Fund

The District shall budget an amount each year for course tuition reimbursement for bargaining unit members. The amount budgeted for the 2006-2007 school year shall equal **\$175.00** times the number of full time equivalents (FTE) as of February 1. This amount shall increase by \$5.00 in each of the subsequent years.

Advance payment for course tuition shall be provided by the District, if requested. However, the District may withhold from the member's final paycheck, an amount equal to the advance payment, if the bargaining unit member does not complete the course satisfactorily.

6-7.2 Staff Development Fund

The District shall budget an amount each year for Staff Development Funds for bargaining unit members. The amount budgeted for the 2005 – 2006 school year shall equal **\$160.00** times the number of full time equivalents (FTE) as of February 1. This amount shall increase by \$5.00 in each of the subsequent years.

6-7.3 Approval for course tuition and staff development reimbursement must be obtained from the Staff Development Committee. The granting of a request for funds shall be in accordance with the provisions of the Staff Development Handbook and with written goals developed by each school or department at the beginning of each school year.

6-7.4 Tuition reimbursement and staff development funds shall be available only to qualified members of the bargaining unit.

6-7.5 Funds may be shifted between the tuition reimbursement account and the staff development account at the discretion of the Staff Development Committee.

6-7.6 Any administrative costs, such as clerical salaries, and substitute fees, shall not be paid from either the tuition reimbursement fund or the staff development fund.

6-7.7 Substitute Fund

a. The District shall budget an amount each year for substitutes necessary in connection with staff development activities. The amount budgeted shall equal \$80.00 times the number of full time equivalents (FTE) as of February 1.

b. Funds in the substitute account shall be monitored by the Staff Development Committee. Said funds shall not be transferred to either the tuition reimbursement account or the staff development account, or vice versa.

c. The total amount of the substitute funds budgeted for a contract year shall be allocated using the following formula: Group FTE divided by Total FTE. There are three (3) groups designated for the distribution of the substitute fund, namely: 1. High School; 2. Middle Schools; 3. Elementary Schools

A member may access only the substitute funds available for the group to which he/she is assigned.

d. Each member of the bargaining unit who is working 3/5 or more of full time shall be guaranteed one full day substitute per contract year. Members working .50 to .59 of full time shall be guaranteed one-half day substitute per contract year.

e. In each group set forth in Section 6-7.7c , funds not necessary to pay for guaranteed substitute days shall constitute a pool, accessible to members of that group only.

f. A bargaining unit member may voluntarily contribute his/her guaranteed substitute day to the pool for his/her group.

g. The use of the funds from the pool for additional days shall be on a first come first served basis, in accordance with procedures established by the Staff Development Committee.

6-8 Curriculum Work

6-8.1 Curriculum work, performed during non-contract days, shall be reimbursed at a rate equal to the average per diem salary of bargaining unit members as established on July 1st of each year.

6-9 Health Care Reimbursement Plan

Eligible members may participate in a Health Care Reimbursement Plan as provided by the Board under Internal Revenue Code Section 125 for reimbursable health care expenses.

6-10 Dependent Care Reimbursement Plan:

Eligible members may participate in a Dependent Care Reimbursement Plan as provided by the Board under Internal Revenue Code Section 129 for reimbursable health care expenses.

6-11 Upon the school board's approval, children of CVEA 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 2/3rds of ConVal's per student costs for the previous school year. The board's decision regarding admittance is non-grievable.

6-12 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 teacher in the ConVal School District on June 30th of the final teaching year may apply for early retirement stipend in accordance with the following provisions:

- a. On or before December 1st of the year preceding early retirement, a teacher 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 teacher's current salary multiplied by the number of years of consecutive full time teaching 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 over a period of two years following retirement date.
- d. Teachers receiving the early retirement stipend shall not be eligible for the retirement benefit in article 6-5 above.
- e. The final approval of an early retirement stipend is at the discretion of the Board.
- f. Upon the death of a teacher who is receiving payments under this plan, the payments shall thereafter be made to the designated beneficiary of the deceased teacher.
- g. Notice of intent may be withdrawn if written notice is received by the district on or before December 1st of the fiscal year preceding the retirement.
- h. If early retirement is applied for, the Board guarantees to grant at least one early retirement each year, during the term of this contract.

6-13 Survivor's Benefits

Health insurance benefits will be maintained for the survivors of an employee for a period up to 12 months after his/her death at a benefit level deemed comparable to the last plan the employee had selected and appropriate to the family size and composition of the employee's survivors.

ARTICLE 7

Salaries

7-1 Teachers

7-1.1 Salary Schedule

The salary schedule for teachers will be set forth in Appendix A.

7-1.2 Work Year: 187 days + 1 day for new employees

One day before the first day of school will be used by staff for classroom preparation and/or individual curriculum development preparation; others will be used by staff for curriculum and program development as directed by the Superintendent.

7-1.3 No one shall be hired into the District for a higher salary than those presently working in the District with comparable experience and credentials, except as provided for in 7-1.4 3 e , 7-2.3 A e., and 7-2.3 B d..

7-1.4 Administrative Procedure to Establish Experience for Placing New Teachers on the Salary Schedule.

1. New employees who are required by the Board and the State of New Hampshire to hold a credential for a Board approved position as a "teacher" will be placed on the salary schedule.
2. The Board will determine all "teaching" positions.
3. A newly hired teacher will receive experience toward the salary schedule for the following:
 - a. Teaching under contract for a state certified public or private institution.
 - b. One year on the District salary schedule requires a minimum of one hundred days during a school year.
 - c. Contracted non-teaching positions acquire experience using the same guidelines in (a & b) substituting position (i.e. guidance, media, nurses, etc.) for teaching.
 - d. Vocational teachers will acquire experience using the same guidelines in (a & b) and will be awarded work-related experience as per required for state certification.
 - e. New teachers without prior work experience will be placed on the first step of the salary schedule; all other teachers will be placed on the salary schedule where their years of experience are equal years of experience of current employees.
 - f. After a candidate is selected, the superintendent may award additional experience for initial placement on the salary schedule.
4. With the exception of those staff members currently on the BA+45 track, the column is closed.

7-1.5 Administrative Procedure for Placing Paraprofessionals on the Salary Schedule

Paraprofessionals will receive experience for employment in the District as a certified teacher at a ratio of two (2) years employment to one year on the salary schedule.

Paraprofessionals

7-2.1 Hourly Rate Schedule

The hourly rate schedule for paraprofessionals is set forth in Appendix B.

Certified – Paraprofessionals with certification

Non-Certified - Paraprofessionals without certification

7-2.2 Work Year: **185** + 1 day for new employees

Additional workdays may be available at the discretion of the Superintendent, as the needs arise.

7-2.3 Experience Guide for Paraprofessionals

One year's experience may be gained by full employment (35 hrs. per week) for nine months up to 12 months in a related field.

Related Fields:

- a. public or private school teaching
- b. day care centers
- c. librarian or library assistant
- d. instructional assistant in another school district.
- e. After a candidate is selected, the superintendent may award additional experience for initial placement on the salary schedule.

and

One year's experience may be gained by full employment (35 hrs. per week) for 18-24 months in a secretarial/clerk related field.

Secretarial/clerk related field

- a. Secretary
- b. Clerk Typist
- c. Non-instructional aide

After a candidate is selected, the superintendent may award additional experience for initial placement on the salary schedule.

7-3 Coaches and Co-Curricula Activities

7-3.1 Remuneration for members of the bargaining unit for approved interscholastic, non-interscholastic coaching positions and co-curricular activities will be based upon the formula in Appendix E.

7-3.2 Individuals dividing the extra-curricula duties will be compensated so that the total salary shall be divided among those individuals. The Board retains the right to not fill any positions. If new positions are created, the compensation shall be in accordance with 7-3.1.

7-3.3 On or about October 1 of each year, each principal will compile a list of proposed co-curricula activities (clubs, sports, etc.) to be submitted as part of the normal budget building process. Staff members are encouraged to notify the appropriate principal regarding their suggestions for co-curricula activity additions. From the proposed lists of co-curricula 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 anytime during the contract year.

7-3.4 See Appendix

7-4 Supplementary Pay Check

There will be a supplementary regular check issued in the first pay period in December and in the first pay period in March for members receiving twenty-six (26) payments. Members of the bargaining unit shall have the option of electing to receive their contract amount in twenty-one (21) or twenty-six (26) payments.

7-5 Lead Teachers and Department Leaders

A lead teacher or department leader may be designated by the Superintendent. Compensation: **\$3,500** in addition to his/her regular annual salary in 2005-2008.

ARTICLE 8

Rights of the Parties

8-1 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 employees in positions with the District, and to suspend, discharge, or take other disciplinary action against employees, (c) to relieve employees 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.

8-2 There shall be no reprisals by either the Board or the Association against any teacher by reason of his/her membership or lack of membership in the Association of participation or lack of participation in its lawful activities, nor shall reprisals be taken against a teacher as a result of his/her participation in the negotiation, grievance or arbitration procedure provided by this Agreement. The Board shall not discriminate on the basis of Association membership or activity.

8-3 Agendas (two copies) and minutes (two copies) of Board meetings will be mailed to the President of the Association when they are made available to the Board members.

8-3.1 The Board agrees to provide the Association with any non-confidential information necessary for the Association to formulate programs or process grievances under this Agreement. The Association agrees to provide the Board with reasonable time to produce the requested information.

8-4 Those members of the bargaining unit so designated by the Association shall be permitted to place notices, circulars and other materials in the teachers' mailboxes.

8-5 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 teachers' group other than the Association. Provided, however, that this shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers from any purpose the Board shall deem desirable in the discharge of its responsibilities.

8-6 The Board agrees to provide copies of this Agreement to all members of the bargaining unit.

8-7.1 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 Tech 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, will develop the school calendar based on input from these constituent groups. Final determination of the school calendar is at the discretion of school board.

8-7.2 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 days prior notice to the Association, and if such revision results in personal or financial hardship to any member of the bargaining unit, the Superintendent, in his/her sole discretion, may allow such member leave under the provisions of Article 5 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 as specified in 7-1.2. The teacher work year shall be scheduled between August 25 and June 30. The work year for new teachers may begin within two weekdays of August 25.

8-7.3 The Board may unilaterally extend the school year should an emergency situation arise.

8-8 The Board will make every effort to provide teachers with a duty-free lunch and an unencumbered duty-free planning period. The Board will make every effort to provide paraprofessionals with a duty-free lunch.

8-9 Printout

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

1. Current lane and step on the salary schedule
2. Date of employment
3. Expiration date of certification
4. Statement of insurance coverage
5. Professional units earned for salary schedule
6. Number of accrued sick days.

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 bargaining unit member shall be bound to it for the next school year except for benefits status which may change during the year.

The current practice of application of professional growth credits or academic credits shall not be affected.

8-10 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.

8-11 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 teachers in the process of designing, revising and/or selecting curriculum to be used in the District.

8-11a Those days in the calendar that are designated for Curriculum or Staff Development activities will be used for purposes which further the educational goals of the District and improve the quality of instruction delivered to students.

8-11b All of the days that are described in section 8-11a shall include an evaluation done by all staff.

ARTICLE 9

Payroll Deductions

9-1 The Board agrees to deduct from the salaries of its employees dues for the CVEA, NEA-NH, and NEA as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the CVEA.

9-2 Individual members of the bargaining unit may request deductions of Association dues from their paychecks, provided that such requests for deductions must be made prior to October 1 of each school year. Deductions of the Association dues shall be spread over a sequence of ten checks beginning with the second pay period in October. The Association will provide, by October 1, the proper 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.

9-3 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.

9-4 Teacher authorizations for dues deduction will be in writing in the form set below:

CVEA DUES AUTHORIZATION CARD

Name:
School:

I hereby request and authorize the CVSB to deduct from my earnings in accordance with the procedure stated in Article 9 of the Master Agreement and transfer to the treasurer of the CVEA an amount sufficient to provide for regular payment of the membership dues, as certified by the CVEA for the present school year and succeeding school years.

I understand that if I wish to discontinue such deductions for any successive school year, I must notify the CVEA and CVSB, in writing, no later than sixty (60) days prior to the commencement of that school year.

Signature_____ Date_____

9-5 Notification of change in payroll deductions must be submitted, in writing, to the SAU Business Office at least two weeks prior to the next payroll date.

9-6 The Contoocook Valley Education Association agrees to hold the Contoocook Valley School Board harmless in the event of any litigation arising as a result of Article 9-1.

ARTICLE 10

Evaluation

10-1 Evaluation of Teachers

The evaluation of all professional staff shall be in accordance with the Evaluation system developed by the CVEA and Administration as part of the negotiation process. The evaluation system is briefly described in appendix D. Please visit the District webpage at: http://www.conval.edu/central_office/pro_dev.htm for more information.

10-2 Evaluation of Paraprofessionals

Each paraprofessional shall be guaranteed one formal observation and conference and shall receive a written summary evaluation statement annually. Formal observations shall be openly conducted. The Administrative Supervisor shall meet with the instructional assistant within a reasonable period of time about the results of the formal observation conference.

10-3 Employees shall be accorded access to their files pursuant to RSA 275:56.

10-4 Employees shall receive a copy of material added to their personnel file. A copy of the Board's current policy regarding evaluation is located in Appendix D for informational purposes.

10-5 Probation

Any staff member considered for probation will be so notified in writing before the end of the first school week in January. The notice will include the exact reasons why the staff member is being considered for probation and also will include specific, written recommendations for improvement. At least three observations of the areas identified as needing improvement will be made between the time the staff member receives the notice and March 1.

By the end of the first full week in March, the staff member will be notified by the supervisor what his/her recommended status will be for the following year. The Board, upon recommendation of the Superintendent, reserves the right to withhold the pay increase of any employee placed on probation.

ARTICLE 11

Discipline

11-1 In the event that an employee is formally disciplined, said employee shall be provided with written notice specifying the reasons for the disciplinary action. Formal disciplinary

actions shall be defined as written warnings or reprimands, suspensions, reduction in rank, probation, and dismissal. Dismissal does not include non-renewal. All teachers shall have the right to be represented by the Association at formal disciplinary conferences.

No written records of informal disciplinary action shall be filed in teachers' personnel files. Teachers shall have the right to attach written responses to the formal disciplinary report.

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

ARTICLE 12

Miscellaneous Provisions

12-1 If any provision of this Agreement or any application of the Agreement to any employee 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 School Districts' employees is enacted by the State Legislature or the Federal Government and contains permissive aspects affecting the relationships between teachers 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 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 telegram, registered or certified mail, at the following addresses:

If by Association, to the Board of Education, Contoocook Valley School Board, School Administrative Unit #1, Peterborough, New Hampshire 03458.

If by Board, to the President of the Association at his/her appropriate address as filed with the Board of Education, or if she/he is unavailable, to the registered office of the corporation as filed with the Board.

12-4 Those employees who voluntarily terminate their employment after August 1st of the existing contract year, will be considered to have broken that contract and, as such will be responsible for a sum equal to 1% of the employee's estimated annual salary should s/he have honored said contract. Payment must be made within 30 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 contract 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

Inter-building Transfer

13-1 When a transfer between schools is required and the teacher does not wish to accept the transfer voluntarily, the Superintendent may implement the change as an involuntary transfer. The teacher shall be notified, as soon as practicable, that a transfer is being considered and shall be notified of the reason for the transfer by the appropriate administrator(s) involved.

13-2 An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent if such meeting is requested by the teacher.

13-3 When an involuntary transfer is necessary, a teacher's area of competence in major or minor field of study will be considered.

13-4.1 Teachers being involuntarily transferred will be informed of appropriate vacancies known and existing at the time the transfer decision is being made. Teachers will be able to indicate their preference of assignment to the appropriate administrator involved and this preference will be given consideration.

13-4.2 A teacher being involuntarily transferred will be notified by his/her administrator and be granted time to visit the new assignment prior to being reassigned. The administrator will assist in the relocation of staff to their new assignments.

13-5 Whenever involuntarily transferred, a teacher may resign by giving written notice to the Superintendent within fifteen (15) work days of receipt of notice of the transfer or after the grievance procedure has been exhausted.

13-6 The final decision regarding the implementation shall rest with the Superintendent and the actual transfer and implementation shall not be subject to the grievance procedure provided that it is in compliance with the criteria set forth in Section 13-7 below and that the transfer has not been arbitrary or capricious. Failure to follow the procedure leading up to the involuntary transfer as outlined in Sections 13-1, 13-2, 13-3, 13-4.1, 13-4.2, and 13-5 of the article shall be grievable.

13-7 In the event that a teacher is to be transferred because of a reduction in the number of positions within a school, the teacher with the least District seniority as defined in Article 14 shall be transferred. The teacher shall be transferred to another position in that teacher's classification, if available, or if not, to a position for which the teacher is certified. If no position is available in the teacher's classification or certification, then the Superintendent shall utilize the provisions of Article 14 of this agreement.

ARTICLE 14

Reduction of Force

14-1 If a reduction of force is necessary which involves any staff covered by this Agreement, the following procedure will be utilized.

14-1.1 As soon as a reduction in force is being considered by the Board, the President of the Association shall be notified in writing, specifying the nature of the proposed reduction.

14-1.2 Reductions in force will first be accomplished by attrition, resignations, retirements, etc.

14-1.3 If further reductions in force are necessary, then teachers shall be laid off based on the following classifications.

- a. Grade K
- b. Grades R-4
- c. Grades 5-8
- d. Grades 9-12 (by department)
- e. Specialists, Grades K-12 by the following subject areas:
Art, Music, P.E., Library/Media, Guidance.
- f. Special Education (by areas of specialization)
- g. Instructional Assistants (by category)
- h. District-wide positions (by area of specialization)

Within these classifications, teachers with the least seniority shall be laid off first. Seniority is defined as the total years of uninterrupted service to the District as a member of the bargaining unit while on continuing contract. Approved leaves shall not result in loss of accrued seniority. Part time staff shall accrue seniority on a pro-rata basis. In those cases where length of uninterrupted service is equal, job performance shall be considered. If a staff member assumes a district-wide position and that position is subsequently eliminated, the staff member returns to his/her previous classification, including previous out-of-district positions (for classification only), with all accumulated seniority.

14-2 Teachers shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred.

14-2.1 Laid off teachers shall be eligible for recall for a three year period following their final date of employment.

14-2.2 Teachers shall be responsible for notifying the Superintendent, in writing, of their current address. Recall notices shall be mailed certified, return receipt requested.

14-2.3 Teacher responses to recall notices shall be mailed certified, return receipt requested, and be postmarked no later than 28 calendar days after receipt of the recall notice. Failure to accept recall shall terminate the teacher's rights under this Article.

14-3 No new employee shall be hired for any vacancy within a classification while there are laid off personnel from those classifications available to fill those positions.

14-4 Teachers who are recalled shall retain previously accrued benefits, including seniority and sick leave.

ARTICLE 15

Duration of Agreement

Except as otherwise provided in this Article 15, this Agreement shall become effective as of **July 1, 2005 and shall continue in effect until June 30, 2008**

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, 2008**.

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.

The parties agree that all provisions of this Agreement shall begin on **July 1 2005**.

Given under our hands this **eleventh day of January, 2005**:

Joseph MacGregor

Chair Contoocook Valley School Board

Tom Weiden

Negotiations Chair Contoocook Valley School Board

James Sweeney

President Contoocook Valley Education Assoc.

Beth San Martino

Negotiations Chair Contoocook Valley Education Assoc.

APPENDIX A

Teacher Salary Schedules 2005 – 2006

YRS=STEP	BACH	B+15	B+30	B+45	MAST	M+15	M+30	M+45
1-4 = 1	30,887	31,160	31,437		33,083	33,631	34,181	34,730
5 = 2	32,030	32,315	32,601		34,310	34,880	35,448	36,017
6 = 3	33,177	33,471	33,766		35,536	36,125	36,716	37,304
7 = 4	34,322	34,627	34,932		36,763	37,373	37,981	38,591
8 = 5	35,465	35,792	36,097		37,988	38,619	39,247	39,879
9 = 6	36,609	36,936	37,261		39,215	39,820	40,516	41,167
10 = 7	37,636	38,091	38,426		40,441	41,112	41,782	42,453
11 = 8	39,029	39,245	39,592		41,666	42,382	43,049	43,740
12 = 9	40,395	40,619	41,300		42,892	43,605	44,318	45,028
13 = 10	43,131	43,650	43,674		44,139	44,852	45,582	46,315
14 = 11	43,131	44,500	45,203		45,960	46,800	47,250	48,148
15 = 12	43,131	47,594	47,943		48,205	48,552	49,280	50,074
16 = 13	43,131	47,594	49,583		49,424	49,751	50,545	51,340
17 = 14	43,131	47,594	50,575		51,224	51,617	52,270	52,618
18 = 15	43,131	47,594	50,575		53,785	53,940	54,000	54,723
19 = 16	43,131	47,594	50,575		55,856	56,548	58,045	58,884

20 = 17	43,131	47,594	50,575		55,856	56,548	59,206	60,062
21 = 18	43,131	47,594	50,575	52,187	55,856	56,548	59,206	60,062

2006 - 2007

YRS=STEP	BACH	B+15	B+30	B+45	MAST	M+15	M+30	M+45
1-4 = 1	31,351	31,627	31,908		33,579	34,136	34,693	35,251
5 = 2	32,511	32,800	33,090		34,824	35,403	35,979	36,558
6 = 3	33,675	33,973	34,272		36,069	36,667	37,266	37,863
7 = 4	34,837	35,146	35,456		37,314	37,933	38,551	39,170
8 = 5	35,997	36,329	36,639		38,557	39,198	39,836	40,477
9 = 6	37,158	37,490	37,820		39,804	40,418	41,124	41,785
10 = 7	38,200	38,662	39,003		41,048	41,728	42,409	43,090
11 = 8	39,614	39,834	40,186		42,291	43,017	43,695	44,396
12 = 9	41,001	41,228	41,300		43,536	44,259	44,983	45,704
13 = 10	41,493	42,305	43,174		44,801	45,525	46,265	47,009
14 = 11	44,193	45,168	45,481		46,049	46,802	47,250	48,148
15 = 12	44,193	45,619	46,900		47,928	48,552	48,980	50,074
16 = 13	44,193	48,719	49,583		50,166	50,498	51,103	51,340
17 = 14	44,193	48,719	50,724		51,224	51,617	52,270	52,618
18 = 15	44,193	48,719	51,704		53,785	53,940	54,000	54,723
19 = 16	44,193	48,719	51,704		54,995	55,154	58,045	58,884
20 = 17	44,193	48,719	51,704		57,065	57,758	59,351	60,356
21 = 18	44,193	48,719	51,704		57,065	57,758	60,512	61,534
22 = 19	44,193	48,719	51,704	53,361	57,065	57,758	60,512	61,534

2007 - 2008

YRS=STEP	BACH	B+15	B+30	B+45	MAST	M+15	M+30	M+45
1-4 = 1	31,821	32,102	32,387		34,083	34,648	35,214	35,780
5 = 2	32,998	33,292	33,587		35,347	35,934	36,519	37,106
6 = 3	34,180	34,483	34,786		36,610	37,217	37,825	38,431
7 = 4	35,360	35,673	35,988		37,874	38,502	39,129	39,758
8 = 5	36,537	36,874	37,188		39,136	39,786	40,433	41,084
9 = 6	37,715	38,052	38,387		40,401	41,024	41,741	42,411
10 = 7	38,773	39,242	39,588		41,664	42,354	43,045	43,737
11 = 8	40,209	40,431	40,788		42,926	43,663	44,350	45,062
12 = 9	41,616	41,846	41,920		44,189	44,922	45,657	46,389
13 = 10	42,293	42,940	43,822		45,473	46,208	46,959	47,714
14 = 11	43,293	45,845	46,163		46,740	47,504	47,959	48,870
15 = 12	45,393	46,419	47,604		48,647	49,280	49,715	50,825
16 = 13	45,393	46,919	50,327		50,918	51,255	51,870	52,110
17 = 14	45,393	50,019	50,924		51,992	52,391	53,054	53,408
18 = 15	45,393	50,019	52,068		54,592	54,749	54,810	55,544
19 = 16	45,393	50,019	53,068		54,995	55,154	58,915	59,767
20 = 17	45,393	50,019	53,068		56,465	56,358	59,351	60,356
21 = 18	45,393	50,019	53,068		58,535	58,962	60,712	61,834
22 = 19	45,393	50,019	53,068		58,535	58,962	61,873	63,012
23 = 20	45,393	50,019	53,068	54,429	58,535	58,962	61,873	63,012

APPENDIX B

Hourly Rate Schedules for
CERTIFIED AND NON-CERTIFIED PARAPROFESSIONALS

2005 - 2006			2006-2007			2007-2008		
Step	NC	Cert	Step	NC	Cert	Step	NC	Cert
1	9.49	11.89	1	9.64	12.07	1	9.90	12.34
2	9.76	12.25	2	9.91	12.44	2	10.17	12.71
3	10.05	12.60	3	10.20	12.79	3	10.46	13.06
4	10.35	12.98	4	10.51	13.18	4	10.78	13.46
5	10.52	13.36	5	10.69	13.57	5	10.95	13.85
6	10.95	13.77	6	11.12	13.98	6	11.39	14.26
7	11.39	14.19	7	11.56	14.42	7	11.83	14.69
8	11.85	14.62	8	12.04	14.85	8	12.31	15.13
9	12.29	15.06	9	12.48	15.30	9	12.75	15.58
10	12.75	15.52	10	12.95	15.76	10	13.22	16.05
11	13.19	15.99	11	13.40	16.24	11	13.66	16.53
12	13.66	16.48	12	13.88	16.74	12	14.15	17.03
13	14.11	16.97	13	14.33	17.23	13	14.61	17.52
14	14.59	17.48	14	14.81	17.75	14	15.09	18.05

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 TEACHERS

PATHWAY I

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

PATHWAY II

The purpose of Pathway Two 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.conval.edu/central_office/pro_dev.htm

http://www.conval.edu/central_office/mentor.htm

APPENDIX E

**STIPENDS FOR INTERSCHOLASTIC AND CO-CURRICULAR
COACHING AND ADVISOR POSITIONS**

A	B	C	D	E	F	G
\$30,134.00	\$30,134.00	\$30,134.00	\$30,134.00	\$30,134.00	\$30,134.00	\$30,134.00
12.75%	10.75%	8.75%	7.75%	5.75%	4.75%	3.00%
\$3,842.09	\$3,239.41	\$2,636.73	\$2,335.39	\$1,732.71	\$1,431.37	\$904.02
Boys V. Basketball	V. Baseball	Winter Track V.	Golf V.	Junior Advisor	National Honor Society	French Club
Girls V. Basketball	V. Softball	Nordic v.Skiing	Alpine V.skiing	Director--Fall Play	Interact	Spanish Club
Varsity Football	B/G V. Soccer	Newspaper	Gymnastics V	Drama-Direct Festival	Peer Mediation	German Club
Yearbook	B/G V. Lacrosse	Wrestling V.	B/G Tennis V.	Youth and Government	Math Team	Freshman Advisor
	Field Hockey V.	Boys' Cross Country V.	Senior Advisor	Envirothon	Granite State/Quiz Challenge	Sophomore Advisor
	B/G Spring Track V.	Girls' Cross country V.	Spirit Team Winter	Ocean Bowl	Drama Producer	Literary Magazine
	Ice Hockey V.	Director-Musical	Student Council	Select Chorus	Mountain biking HS	Destination Imagination
	SpEd After School Pgm-Dir	MS Athletic Director	Music Director-Musical	Jazz Band		NHDI
				Spirit Team Fall		International Club
				National Science Bowl		Special Olympics
						Chess Club
						Odyssey of the Mind
						SADD
						Future Business Leaders
						Environmental Club
.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity	.65 of Varsity
\$2,497.36	\$2,105.61	\$1,713.87	\$1,518.00	\$1,126.26	\$930.39	\$587.61
B/G JV Basketball	JV B/G Soccer	MSCross Country	MS Cheerleading	Tech. Director Fall Play	Choreograph Musical	Art Club (MS)
Football Assistant	JV Baseball	MS Wrestling	MS Student Council	Tech. Director Musical	Voc Tech Honor Society	Math Counts
Freshman Football	JV Softball		Strength & Cond.	Improv. Team	MS Drama	MS Biking club
B/G Middle School Bball (6	JV Field Hockey			MS Yearbook		Chess Club MS
Freshman B Ball	JV B/G Lacrosse			MS Newspaper		MS Clubs
	Track Assistant			MS Jazz Band		
	Hockey Assistant					
	B/G M School Soccer					
	MS Track					
	MS Field hockey					
	MS Baseball					
	MS Softball					
	SpEd After School Pgm					