

HOOKSETT SCHOOL BOARD TENTATIVE AGREEMENT WITH  
HOOKSETT EDUCATION ASSOCIATION

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December 12, 2016

The School Board makes the following tentative agreement with the Association. This tentative agreement calls for no changes to the contents of the parties' July 1, 2016 through June 30, 2017 collective bargaining agreement, except for the sections expressly referenced herein.

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[Proposed new language is in **bold italics**; proposed deletions are ~~stricken~~.]

ARTICLE I  
RECOGNITION CLAUSE

The Hooksett School Board recognizes the Hooksett Education Association as the exclusive bargaining representative for ~~all permanent, certified classroom teachers employed by the Hooksett School System~~ ***the unit described below*** for the purpose of negotiating with the School Board with respect to terms and conditions of employment as defined in RSA 273-A.

~~the term "teacher" shall mean a professional employee of the Hooksett School District and funded by the District whose position requires certification by the State Board of Education as a professional engaged in full or part-time teaching or specialized teaching area as well as guidance and associate psychologist. The bargaining unit also includes nurses. This term "teacher" shall exclude all others employed by the School Board, including Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Administrators, Special Education Coordinator, Media Services Director, Psychometrist, Librarians, Librarian Aides and all other aides, other persons employed by the State Board, or any other persons exercising supervisory authority involving the significant exercise of discretion as defined by RSA 273-A:8.~~

***All full and regular part-time professional employees of the Hooksett School District whose position requires certification by the State Board of Education as a professional engaged in teaching or specialized teaching area, as well as school counselor, associate psychologist, and nurse, and excluding all other employees, including superintendent, assistant superintendent, principal, assistant principal, business administrator, special education coordinator, media services director, librarian aide and all other aides, and any other persons exercising supervisory authority involving the significant exercise of discretion as defined by RSA 273-A:8, I.***

ARTICLE IV  
TEACHER SALARY GUIDE & RELATED POLICIES

SECTION C: LENGTH OF TEACHER WORK YEAR

1. 186 teacher workdays / 180 student contact days.

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2. One workday shall be scheduled for teachers at the beginning of the school year with no events so that teachers can prepare their classrooms for the upcoming year.

3. The School Board hereby notifies the Association that it is the Board's intention to modify the 2006-07 school calendar by changing the number of early release days to a number between 2-5 that will be determined by the Board. The Board's intention is to devote one additional full non-instructional day to in-service instead of several partial days through early release. The Board intends to reduce the number of early release days in conjunction with reducing the number of instructional days in Article IV(C) so as not to lose student instructional time. No amendment to the collective bargaining agreement is necessary to effectuate this change because the collective bargaining agreement is silent with respect to early release days.

4. **The School Board may, at its sole discretion, adopt either a day's based school year or an hour's based school year under NH Admin. R. Ed 306.18. The School Board shall, at its sole discretion, determine the number of student hours and days per year.**

SECTION D: CO-CURRICULAR STIPENDS

Position	2016-2017	2017-18	[1.75%] [1.5%]	
			18-19	19-20
Athletic Director	\$ 3,278	\$ 3,278 +5%	+COLA	+COLA
Boys/Girls Soccer (2)	\$ 1,300	\$ 1,300 +5%	+COLA	+COLA
Boys/Girls Basketball (2)	\$ 1,890	\$ 1,890 +5%	+COLA	+COLA
Baseball/Softball (2)	\$ 1,431	\$ 1,431 +5%	+COLA	+COLA
Cheerleading	\$ 1,890	\$ 1,890 +5%	+COLA	+COLA
Volleyball (divide between 2 positions)	\$ 1,639	\$ 1,639 +5%	+COLA	+COLA
Cross-country (divide between 2 positions)	\$ 2,185	\$ 2,185 +5%	+COLA	+COLA
Newspaper	\$ 1,311	\$ 1,311 +5%	+COLA	+COLA
Yearbook	\$ 1,639	\$ 1,639 +5%	+COLA	+COLA
Band Director	\$ 2,185	\$ 2,185 +5%	+COLA	+COLA
Student Council	\$ 2,185	\$ 2,185 +5%	+COLA	+COLA
Drama Club	\$ 1,093	\$ 1,093 +5%	+COLA	+COLA
Computer Coordinator (3)	\$ 983	\$ 983 +5%	+COLA	+COLA

[Unlisted Co-curricular position: Respective COLA percentage increase for salaries each year off agreement to be applied to stipend for each unlisted co-curricular position each year of the agreement]

**ARTICLE V  
MILITARY LEAVE**

~~Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence during his/her annual tour of duty as a member of such reserve component provided, however, that such leave shall not exceed fifteen (15) days. Individuals serving under this provision shall receive the difference between their military pay and that which they would have earned had they not been called to service. This provision shall not apply to any teacher who has a tour of duty scheduled during the school year and who could~~



~~postpone said tour of duty until the summer, but who instead chose to serve said tour of duty during the school year.~~

**Section A – Active Duty:** Any teacher who is drafted or otherwise called to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the teacher will receive his/her rate of pay less the amount of compensation, including allowances, received from the military, for the remainder of the school year in which s/he was called to active duty. Upon return from military leave, the rate of pay and other benefits will be the same as if the teacher had worked continuously with the District in the assignment held when the period of military leave commenced.

**Section B – Qualifying Exigency Leave:** In the event that a member of the teacher's immediate household is called to active duty in the National Guard or Reserves to a foreign deployment, the teacher will be granted up to five days his/her accrued paid time off (sick or personal) to address any issues that arise.

**Section C – Reserve Duty:** When a teacher who, as a member of one of the reserve components of the Armed Forces, is required to meet his/her annual two week obligation, the teacher will be granted military leave. During military leave the teacher will receive his/her rate of pay less the amount of compensation, including allowances, received from the military.

**Section D - Notice of leave request:** Any teacher needing time away from work for service or training in the military must make the superintendent aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing providing all pertinent information such as first day on leave and the anticipated return to work date. If a teacher is seeking military leave for reserve training during the school year, s/he shall provide verification that such training could not otherwise occur during the summer recess period when school is not in session.

**Section E - Reinstatement to work:** As soon as a teacher on active duty has a return to work date, s/he must notify the superintendent in writing. The District will reinstate the teacher promptly in accordance with applicable law. Teachers seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in active service.

**Section F - Disabled service members:** If a returning teacher was disabled or a disability was aggravated during uniformed service, the District will make reasonable accommodations and efforts to help the teacher perform the duties of his/her reemployment position.

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**ARTICLE VIII  
WORKDAY TERMS AND CONDITIONS**

**SECTION E: PLANNING TIME**

Every effort will be made by the administration to assure that each teacher is scheduled for at least ~~120~~ **210 *uninterrupted*** minutes per week (prorated for weeks of less than 5 days) for planning time, ***except in extenuating circumstances, which may include meeting with parents. Every effort will be made to schedule IEP meetings outside the planning/preparation time.*** The preceding sentence is not intended to reduce the amount of time for the 4 periods at the elementary schools and the 5 periods at the middle school for which regular education teachers already are scheduled for planning time.

***A joint labor management committee will continue to evaluate the scheduling and utilization of preparation/planning time.***

**ARTICLE X  
GENERAL PROVISIONS**

**SECTION A**

This Agreement may not be altered, changed, added to, deleted from or modified except through the voluntary, mutual consent of the parties in writing.

**SECTION B**

An individual contract between the Board and an individual teacher heretofore or hereafter executed shall be consistent with lawful provisions of this Agreement.

**SECTION C**

Copies of this Agreement between the Hooksett School District and the Hooksett Education Association, NHEA/NEA, shall be ~~printed~~ ***made digitally*** available at the expense of the Board within ~~thirty (30)~~ ***fourteen (14)*** days after the Agreement is signed and presented to all teachers now employed, or hereafter employed. ~~Further, the Board shall furnish twenty (20) copies of the Agreement to the Association for its use.~~

**ARTICLE IX  
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

**[New] SECTION F: INVOLUNTARY TRANSFER**

- 1. A transfer under this provision is defined as from one building to another.***
- 2. The Superintendent at his/her sole discretion, may transfer teachers subject to the following. When a transfer to another position is necessary,***



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*the Superintendent shall first ask for volunteers to fill this position. The Superintendent shall consider filling the position with volunteers, but the Superintendent is not required to select a volunteer for transfer.*

3. *When a transfer 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).*
4. *An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent if such a meeting is requested by the teacher.*
5. *When an involuntary transfer is necessary, a teacher's area of competence and major or minor field of study will be considered.*

**ARTICLE XIII  
DUES AND FAIR SHARE FEE DEDUCTION**

**SECTION A: DUES DEDUCTION**

It is agreed by and between the Hooksett School District and the Hooksett Education Association that upon receipt of written authorization therefore, signed by the employee and received by the Superintendent or the Superintendent's designee on or before October 1<sup>st</sup> of each school year, the Board shall deduct an amount to provide payments of dues for membership in the Hooksett, New Hampshire and National Education Association, from the regular salary check of such employee for ten (10) pay periods beginning with the second pay period in October and that the amounts so deducted pursuant to such authorization shall be remitted directly to the Hooksett Education Association. It is further agreed by and between the Hooksett School District and the Hooksett Education Association that such authorization for deduction of dues shall continue in full force and effect with the Hooksett School District until the employee submits a written revocation of such authorization to the SAU Business Office. Should there be a dispute between the teacher, the Association and/or the School Board or the Administration over the nature of deductions, the Association agrees to defend, indemnify and hold the Hooksett School Board, all of its agents and employees and the Hooksett School District harmless in any dispute. ***Payment of Association dues does not constitute a condition of continued employment.***

**SECTION B: FAIR SHARE**

Bargaining unit employees who choose not to be members of the Association shall be required to pay a fair share fee, not to exceed actual membership dues, in an amount to be determined by the Association. This fee will be payroll deducted in accordance with the other provisions of this Article. ***Payment of Association fair share fees does not constitute a condition of continued employment.***

Should there be a dispute between an employee and the Association and/or the School Board or the District's Administration over the matter of fair share fees and deductions, the Association agrees to defend, indemnify and hold harmless the school board, all of its agents and employees and the Hooksett School District in any such dispute.

ARTICLE XIV  
PROFESSIONAL IMPROVEMENT

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SECTION A: COURSE REIMBURSEMENT

2. The Board will expend no more than \$29,000 in each year of this agreement *in the 2017-18 school year, \$34,000 in the 2018-19 school year and \$34,000 in the 2019-20 school year* for course payments. The course amounts will be allocated for two time periods.

3. Any teacher who does not earn a grade of ~~B-~~ B or better or a grade of pass in a pass/fail course will not be eligible for reimbursement for that course.

SECTION B: WORKSHOPS/SEMINARS

1. The Board shall reimburse all bargaining unit members up to \$275 for each year of the agreement for the cost of workshops/seminars subject to the recommendation of the Principal and written approval from the Superintendent five (5) school days prior to the workshop/seminar. In the event the teacher, through no fault of his/her own, fails to receive notification of a scheduled workshop/seminar in sufficient time to comply with the aforesaid five (5) days prior approval period, it may be waived.
2. The Board will expend no more than \$21,000 *for the 2017-18 school year, and \$23,000 for the 2018-19 and 2019-20 school years* for *in* each year of the agreement. This money will be available beginning July 1<sup>st</sup> of each year.

ARTICLE XV  
TEMPORARY LEAVE OF ABSENCE

SECTION A: SICK LEAVE

Teachers presently employed shall be granted sick leave for illness on a basis of fifteen (15) working days per year, ten (10) days of which may be utilized for the illness of a child or parent or member of the household. ~~New teachers will accumulate sick leave days at the rate of 1 1/2 days per month.~~ Sick leave shall be accumulated up to a maximum of one hundred twenty (120) days. Teachers who are ill for a period of three (3) consecutive days or more shall have a doctor's certificate to return to teaching if the Board or Administration so desires it.



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**SECTION E: SICK LEAVE CONTINGENT BANK**

The sick leave contingency *bank* is intended to serve a member who, because of extended and serious illness, has exhausted his/her individual sick leave.

Provisions:

1. Each teacher wishing to be covered agrees to donate one (1) day from the fifteen (15) days he/she is allowed to accrue in a one-year period, to be deposited in said bank, such day to be deducted from the teacher's annual sick leave.
2. Days contributed to the Sick Leave Bank shall, subject to the provisions below, be carried over to the next school year. If, at the beginning of any school year, the number of sick bank days available equals or exceeds seventy-five (75) days, members will not be permitted to contribute an additional day. If during the course of the school year the number of days in the sick leave bank falls below seventy-five (75) days, any teacher wishing to be covered must donate one (1) day in accordance with the provisions of Section E.1 above. Any new teacher wishing to be covered must agree to donate one (1) day in accordance with the provisions of Section E.1.
3. The sick leave contingency bank committee shall be comprised of the following:
  - a. Three (3) teachers, one from each school voted by teachers in that school who are enrolled in the sick bank.
  - b. One school board member.
  - c. One administrator, ~~decided upon by the administrators~~, **but not the Superintendent.**
4. The sick leave contingency bank committee will make recommendations as to the granting of sick leave contingency days, and how many such days shall be awarded. The recommendations shall be based upon guidelines developed by the committee.
5. Any teacher needing to utilize the contingency bank must submit to the committee: i) written request to the committee specifying the number of days requested, and ii) a doctor's certificate verifying the applicant's illness.
6. The requesting teacher shall also send a letter to the Superintendent requesting that a copy of the teacher's attendance record be sent to the committee.
7. The committee's written recommendation will be forwarded to the Superintendent within seven (7) school days of receipt of all necessary documents by the committee. **The committee's recommendation shall be advisory only. The final decision shall be at the sole discretion of the Superintendent. Use of the bank shall not be unreasonably denied.**
8. The Superintendent will inform the applicant of ~~its~~ **his/her** decision upon receipt of the committee's recommendations.
9. The annual anniversary date for enrollment into the sick leave contingency bank shall be the fifteenth (15) day of September.
10. In no event may a teacher utilize more than sixty (60) days from the sick leave bank for any illness.

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SECTION H: SABBATICAL LEAVE

A maximum of one sabbatical leave will be granted for one school year to a teacher who has taught for seven (7) years in the Hooksett School District, upon the approval of the Superintendent. ~~The teacher must be enrolled in a full-time, advanced degree program~~ **Any teacher applying for a sabbatical must submit his/her proposal to the Superintendent. This proposal should show the value which this program would return to the school district.** While on leave, no salary or benefits will apply. Upon return from said leave, the teacher will guarantee three years of service to the Hooksett School District.

Notifications of sabbatical intent will be provided by the teacher to the building Principal no later than December 1st of the preceding year.

This section does not apply to Nurses.

**ARTICLE XVII  
RETIREMENT**

SECTION A

If at the time of voluntary termination of employment with the Hooksett School District, a teacher (1) is eligible for retirement benefits under the New Hampshire Retirement System, (2) has fifteen (15) years of service as a teacher with said District, and (3) notifies the Superintendent, in writing, no later than October 15 prior to voluntary termination of his/her intent to receive this benefit, then that teacher shall be paid the following amount by July 31 after termination.

If terminated ~~retiring~~ during 2013-2016, **2016-2017 \$17,000.**

~~If terminated during 2013-2016, \$17,000.~~ **If retiring during the 2017-18, \$23,000, if retiring during 2018-19, \$24,500, if retiring during 2019-20, \$26,000.**

SECTION B

A teacher may submit a notice of intent to receive this benefit only once during his/her employment by the School District (e.g., a teacher who applies and then withdraws the application in one year may not apply for it again in future years). However, a teacher may submit the notice after the October 15 deadline, or withdraw the notice and submit it in a future year, if the teacher experiences a catastrophic life-changing event and the Board and Association mutually agree that the teacher may do so. The Board's decision whether to agree shall not be the subject of a grievance.



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Michelle Cantone  
12/20/14

**ARTICLE XVIII  
PROCEDURAL ASPECTS OF TEACHER EVALUATION**

**SECTION B: JUST CAUSE**

1. No teacher shall be disciplined, reduced in rank or salary, or suspended with or without pay, without just cause. For the purpose of this Article, discipline shall not be deemed to include *removal*, dismissal or non-renewal which shall be governed by the provisions of RSA – 189.

**ARTICLE XIX  
INSURANCE**

**SECTION A: HEALTH INSURANCE**

1. The Board agrees to offer hospital/medical insurance under **Standard Cigna SchoolCare Yellow Open Access Plan with Choice Fund**. The School District and teachers shall pay the following percentages of the premium for the single plan, the two-person plan and the family plan:

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	2017 -2018		2018-2019	2019-2020
	District	Teacher		
Single	95%	5%	93.5% 6.5%	92.5% 7.5%
Two-person	90%	10%	88.5% 11.5%	87.5% 12.5%
Family	90%	10%	88.5% 11.5%	87.5% 12.5%

**SECTION C**

It is specifically agreed that the Board may, in its sole discretion obtain hospital/medical and/or dental benefits from a different source, provided those benefits are comparable with the benefits provided by ~~Blue Cross/Blue Shield Plan JY with Managed Care, Blue Choice, HMO and Delta Dental Insurance Plan IV~~ **Cigna SchoolCare Yellow Open Access Plan with Choice Fund and SchoolCare – Plan 1 (DPO1), CIGNA Dental PPO**, as set forth above, and, provided further, that any such change does not increase the costs above the premium rates for the ~~Blue Cross/Blue Shield and Delta Dental~~ **Cigna SchoolCare Yellow Open Access Plan with Choice Fund and SchoolCare – Plan 1 (DPO1), CIGNA Dental PPO** plans outlined above.

*In the event any insurance plan offered to unit members under this article triggers an excise tax under federal law, the parties agree to immediately re-open this agreement for the limited purpose of negotiating an alternative plan(s) that will not be subject to the excise tax.*

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SECTION E: LIFE INSURANCE INSURANCE

The Board shall provide \$40,000 ~~\$40,000~~ \$50,000 term life insurance for each teacher covered by this Agreement. The Association specifically agrees that the Board may determine the source of any such life insurance benefit in its sole discretion.

ARTICLE XXI  
REDUCTION IN PROFESSIONAL STAFF WORK FORCE

SECTION B: PROCEDURES FOR DETERMINING REDUCTION IN FORCE

2. Identification of which teachers to release:
  - a. The School Board shall consider the following factors in order: classification, in district seniority, and job performance based on teacher evaluation.
  - b. The Board will classify all teachers according to their present assignment - not certification - as follows:
    - c.
      1. Grades K-5
      2. Grades 6-8 English, Social Studies, Science, Mathematics, Industrial Technology, Consumer and Family Science, Foreign Language, Reading, and Computer Education
      3. Art - Grades K-8
      4. Physical Education/Health - Grades K-8
      5. Music - Grades K-8
      6. ~~Guidance~~ - **School Counselor** Grades K-8
      7. ~~Gifted and Talented~~ - **Advanced Learning Programs (ALPS) for Challenge and Enrichment** Grades K-8
      8. Reading Specialist - Grades K-8
      9. Special Education - Preschool-8
      10. Occupational Therapy/Physical Therapy - Preschool-8
      11. Nurses

SECTION C: CONSIDERATIONS USED FOR REHIRING TEACHERS TERMINATED BY REDUCTION IN FORCE

1. Teachers who have been selected for non-renewal due to reduction in force shall have the right to be offered a contract for the following school year for a position for which the teacher is certified provided that a position becomes vacant and available. In instances where the number of "laid off" teachers exceeds the number of positions vacant and



available the Board will offer a contract to the qualified candidate(s) by ~~seniority~~ *in reverse order of layoff, provided the teacher is qualified to fill the vacancy*. There will be no obligation on the part of the School Board to offer a position to a teacher who has been identified as a teacher to be laid off if there is no vacancy for the following year for which the teacher is certified.

**ARTICLE XXIII  
DURATION AND RENEWAL**

1. This Agreement shall become effective July 1, ~~2013~~ **2017** and will continue to be in effect until June 30, ~~2016~~ **2020**.
3. The District agrees to provide the PELRB with a copy of this Agreement with fourteen (14) days of its execution in accordance with PUB 207.03 ~~02~~(b).

**APPENDIX A  
SALARY GUIDES**

HORIZONTAL MOVEMENT

Horizontal movement from one salary track to another on the Salary Guide shall occur only at the beginning of a school year and not otherwise, provided a written request for such horizontal movement had been received by the Superintendent no later than January ~~October~~ 1st preceding the school year in which the movement will occur.

**SALARY:**

Year 1	1% plus step
Year 2	1.75% plus step
Year 3	1.5% plus step

[NEW:] LONGEVITY

*One year after reaching the top of the salary schedule, teachers who have at least fifteen (15) years of service in the Hooksett School District and up to twenty-four (24) years of service will receive \$500. Teachers who have at least twenty-five (25) years of service in the Hooksett School District and up to thirty-four (34) years, will receive \$750. Teachers who have at least thirty-five (35) years of service in the Hooksett School District will receive \$1000. The lump sum longevity payment shall be made in the first pay period in December.*

For the Board  
— Peter C. Ryan  
12/20/16

For the term  
Michelle Anderson  
12/20/16