

Professional Agreement Between

**THE MASCOMA VALLEY REGIONAL EDUCATION
ASSOCIATION-NEA/NH**

and

THE MASCOMA VALLEY REGIONAL SCHOOL BOARD

July 1, 2026 - June 30, 2029

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Preamble

This agreement is made and entered into by and between the Mascoma Valley Regional School Board acting for the District, hereinafter called the "Board" and the Mascoma Valley Regional Education Association-NEA/New Hampshire, hereinafter called the "Association".

Article 1: Purpose and Intent

- 1.01** The purpose of this agreement is to promote and maintain good relations between the Board, the Association, and the employees represented by the Association and to make clear the provisions upon which such relations depend. It is the intent of both the Board and the Association to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings of grievances relating to employment arising hereunder. This agreement is made under the provisions of RSA 273-A.

Article 2: Recognition

- 2.01** For the purpose of terms and conditions of employment contained within this Agreement, the Board recognizes the Association as the exclusive representative for the employees of the Mascoma Valley Regional School District: all teachers, reading specialists, school counselors, library media specialists, technology integrators, mental health clinicians, social workers, family engagement counselors, and nurses. It is agreed that said recognition is valid unless certification is lost under provisions of NH RSA 273-A or amendments. The Association agrees to represent equally all personnel covered by this Agreement without regard to membership in the Association.
- 2.02** The following employees will not, for the purposes of negotiations, be included as members of the Association: Superintendent, Principals, Assistant Principals, Business Administrator, tutors, temporary help, substitute teachers, secretarial or clerical personnel, paraprofessional personnel, food service personnel, and custodial maintenance personnel. Further additions to the Association's eligible membership list, other than those stated above, will be defined and mutually agreed upon for inclusion during negotiations of the "Professional Agreement".
- 2.03** During the term of this agreement, the Board agrees not to negotiate with any other group other than the Association with regard to any matter subject to negotiations as long as the Association shall be certified as the bargaining agent.
- 2.04** This agreement shall not preclude any bargaining unit member from appearing before the Board on his or her own behalf on matters relating to employment by the Board.

Article 3: General Provisions

- 3.01** This agreement may be altered only through the mutual consent of the parties in a written and signed amendment to this Agreement.
- 3.02** An individual contract between the Board and an individual teacher heretofore or hereafter executed shall be consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement shall be controlling.
- This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- 3.03** Copies of this Agreement between the Mascoma Valley Regional School District and the Mascoma Valley Regional Education Association-NEA/NH shall be made available electronically, and the expenses will be shared between the Board and the Association. Within thirty (30) days after the Agreement is signed, electronic copies will be presented to all teachers employed by the Mascoma Valley Regional School District.
- 3.04** The Board and the Association agree that there shall be no illegal discrimination, and that all practices, procedures, and policies of the School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of the Agreement on the basis of race, creed, color, disability, religion, national origin, age, sex, domicile, or marital status.
- 3.05** The rights and privileges granted to the Association in Article 6, Association Rights, will not be granted to any other group or organization which purports to represent any employee or group of employees covered by this Agreement.
- 3.06** Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to this Agreement, the party shall do so in writing through the District email system.
- 3.07** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article 4: Board Rights

- 4.01** The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of managerial policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the School District.

The parties agree that all the rights and responsibilities of the Board which have not been specifically provided for in this agreement are retained in the sole discretion of the Board or their designee(s), whose right to determine and structure the goals, purposes, functions, and policies of the District without being subject to the grievance and arbitration procedures of this agreement shall include, but not be limited to, the following: a) the right to direct employees, to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; to suspend, demote, discharge or take other disciplinary actions against an employee, subject to the other provisions of this agreement; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as is in its judgment it deems necessary to maintain the efficiency of District operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the District in case of emergencies; and f) the right to make reasonable rules, regulations and policies not inconsistent with the provisions of this agreement and to require compliance therewith.

- 4.02** The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities.

Article 5: Teacher Rights

- 5.01** The Board recognizes the teachers' full rights of citizenship, and no religious or political activities of any teacher, or lack thereof, outside the classroom shall be grounds for any discipline or discrimination.
- 5.02** It is expected that all rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District. No member of the bargaining unit shall be required to appear before the Board or its agents for a formal hearing regarding the continuation of that member of the bargaining unit in his/her office, position, employment, or salary or any increments pertaining thereto unless he/she has been given, at least ten (10) working days in advance, a written notice of the reason for the formal hearing and shall be entitled to have such legal representation as the individual desires present to advise and represent him/her.
- 5.03** The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This agreement shall not be applied or interpreted so as to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.

Article 6: Association Rights

- 6.01** The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her employment, and that he/she shall be free from interference, restraint, or coercion activities for the purpose of collective bargaining or their mutual aid or protection.
- 6.02** The Association and its representatives may use school buildings as follows:
- (A) BEFORE SCHOOL-prior to one-half hour before the students' school day starts
 - (B) AFTER SCHOOL- one-half hour after the students' school day ends for Association business within the guidelines determined by the building principal.
 - (C) Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times provided that this shall not disrupt normal school operations.
- 6.03** The Association, in cooperation with the building principal, shall be given sufficient time on the agenda during a non-instructional day at the beginning of the school year to explain Association activities to teachers.
- 6.04** The Association shall be given an opportunity at faculty meetings to present announcements to members relevant to Association matters.
- 6.05** The Association and its representatives shall have the right to post notices of activities and matters of Association concern on faculty bulletin boards. The Association may use faculty mailboxes and district email for communications to members of the bargaining unit. The use of the email system will be according to the Intranet/Internet Acceptable Use Policy. The administration shall receive a copy of these communications, if requested.
- 6.06** Up to a total of five (5) days leave, non-accumulative, per year, without loss of pay, shall be granted to the Association for business, provided the Administration is notified one (1) week prior to the leave by an officer of the Association indicating the date(s) and reason. Association business is defined as attendance at the NEA/NHEA Delegates Assembly, National Conferences, workshops and negotiations.

Article 7: Strikes and Sanctions

- 7.01** The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreement shall result from negotiating in good faith without interruption of the entire school program. The Association therefore agrees that it will not instigate, cause, authorize or support any strike, work stoppage, sanction "work to rule", "contract stacking", or other concerted refusal to perform work by the Association.
- 7.02** The Board shall not engage in any form of lockout against bargaining unit members.

Article 8: Negotiations Procedure

- 8.01** Negotiations procedure will be consistent with NH RSA 273-A.
- 8.02** Prior to the expiration of this Agreement, either party may submit to the other written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment, by the deadline prescribed in RSA 273-A:3.
- 8.03** During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board and the Association will make available to one another for inspection all pertinent non-confidential records, data, and information of the Mascoma Valley Regional School District in the public domain. The Board shall make available to the President of the Association or his/her designee all notices, minutes, agendas, schedules, reports, and such other information as to assist the Association in developing constructive proposals and programs on behalf of the teachers and their students. Either party may, if it so desires, utilize the service of outside consultants and may call upon professionals and lay representatives to assist in the negotiations.
- 8.04** Any agreement reached shall be reduced to writing, signed, and dated by the Board and the Association.
- 8.05** The Board and the Association may meet on or before July 1 of the year prior to the expiration of this agreement to discuss items of mutual concern, to establish ground rules, and to establish a calendar for negotiations.
- 8.06** Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until necessary appropriations have been ratified by the voters of the District.

Article 9: Dues Deduction

- 9.01** Upon receipt of written authorization signed by the bargaining unit member, the Board agrees to deduct from the salaries of the members of the bargaining unit, dues for membership in the New Hampshire Education Association, the National Education Association, and the Mascoma Valley Regional Education Association.

If there should be a dispute between the Association and an employee over the matter of dues deductions, the Association agrees to defend, indemnify and hold harmless the school board, its agents and employees in any such dispute and the Association agrees to defend, indemnify and hold the school board, its agents and employees harmless in any and all disputes regarding payroll deduction of these dues.

Article 10: Teacher Contract Days

- 10.01** The teacher contract shall be for one hundred eighty-five (185) days which shall include one hundred eighty (180) days of instruction and five (5) days of school activities and curriculum work which may occur between the third Monday in August and June 30.

New staff members shall receive an extra day of pay at their individual daily rate when they attend a new teacher orientation day held prior to the first day for staff.

- 10.02** The five (5) non-instructional days shall be used as follows: two (2) days, or their equivalent, for pre-school preparation at the elementary level, and one (1) day, or its equivalent, for pre-school preparation at the middle school and high school levels. The Board/Administration will control the remaining three (3) days or their equivalent at the elementary level or four (4) days, or their equivalent, at the middle school and high school levels. However, all non-instructional days shall occur prior to the last student day.

- 10.03** The Board may schedule two (2) additional days between the third Monday in August and June 30. These days will be in addition to the 185 days of service outlined above.

If the Board schedules these additional days, teachers shall be paid for them at the per diem rate outlined in Appendix A. Such in-service shall be planned by a teacher/administrative/board committee. Notification of scheduling the additional days will be provided to bargaining unit members prior to June 1 of the preceding year.

- 10.04** Curriculum work and professional development training occurring during the summer break period will be compensated at the rate of \$35.00 per hour. However, grant funded rates of pay will be subject to the terms of the grant.

Article 11: Teaching Hours

- 11.01** Teachers in the Mascoma Valley Regional High School will on a daily basis work either a seven, eight or four period day, or a different schedule as may be determined by the Board in the best interests of student learning. The Board will provide notice to the Association and an opportunity to negotiate over the impact of any change in schedule upon bargaining unit members prior to implementation of such change.

- 11.01.01** Assigned duty to monitor the girls' or boys' locker rooms for a short duration at the beginning or the end of a given class period shall be allowed in the spirit of this contract and shall not be considered a violation of the master agreement.

- 11.01.02** The administration may assign a teacher on an emergency basis to cover an academic classroom, study hall, or lunch duty within the spirit of this master agreement. Further, the administration agrees to come before the executive committee of the Mascoma Valley Regional Education Association-NEA/New Hampshire to request a waiver from the assignments described above.

11.02 Elementary and Middle School classroom teachers, including special education teachers, shall have at least forty (40) minutes per day of continuous planning time within the students' school day.

High School teachers, including special education teachers, shall have at least one continuous planning time per day, equal to a typical class period, within the students' school day. If the high school runs on an eight (8) period day, teachers, including special education teachers, shall have two (2) continuous planning periods per day, within the students' school day. One of the periods may be utilized for tutoring of students. Teachers who teacher fewer than six (6) classes may be assigned a study hall.

High School teachers shall have no more than three (3) individual course preparations unless on an eight (8) period/modified block day, when teachers shall have no more than four (4) individual course preparations.

Any exceptions made by mutual agreement between continuing contract bargaining unit members and administration, in consultation with union representation, will be reduced to writing and kept on file with the executive board of the MVREA and the Superintendent.

If a teacher substitutes during their preparation period, they shall receive a rate of \$20/period. There shall be \$12,000 budgeted for the purpose of this provision.

High School teachers may voluntarily teach an additional individual course preparation that exceeds amounts in paragraph three above. This additional individual course preparation must be approved by the building administrator.

11.03 All teachers shall be scheduled for a twenty-five (25) minute duty-free lunch period.

11.04 Students shall be dismissed by 1:00 p.m. seven (7) days a year for the purpose of curriculum development, professional workshops, pre-approved individual professional development, or any other agenda determined by the administration in consultation with the professional development committee. One of the seven (7) days will be used for parent conferences in the fall and another will be used for parent conferences in the spring.

11.05 Teachers will be available in the school for assigned duties during the teaching day. The teaching day for bargaining unit members shall not exceed seven (7) hours and thirty (30) minutes. The teaching day shall not begin before 7:45AM, and shall not extend beyond 3:15PM, with the exception of the circumstances indicated in 11.05.01, 11.05.02, and 11.05.03. The teaching day for each building shall be set by the Superintendent or his/her designee. Bargaining unit members shall also carry out other professional responsibilities at school including but not limited to parent conferences, department and faculty meetings, which require the presence of the bargaining unit member at times in excess of the regular seven (7) hour and thirty (30) minute work day.

11.05.01 Teachers working under a continuing contract (non-probationary) may, by mutual agreement, teach a portion of the normal class load either before or after the regular starting or ending time of the school day. This schedule adjustment would result in said teachers' workday being adjusted to be equal in length to teachers who follow the normal schedule.

This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.

- 11.05.02** Teachers working under a continuing contract (non-probationary) may, by mutual agreement, teach an additional class either before or after the regular starting or ending time of the school day. This additional class load will be paid at an hourly rate equal to the teacher's per diem divided by 7.5. This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.
- 11.05.03** Teachers working under a continuing contract (non-probationary) may, by mutual agreement, perform duties before or after the regular starting or ending time of the school day. This schedule adjustment would result in said teacher's workday being adjusted to be equal in length to teachers who follow the normal schedule. This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.
- 11.06** When students are scheduled to be with a specialist for art, music, or physical education, the teacher shall not be required to remain with the students and will use the time for class preparation, unless the administration is unable to obtain a substitute for the specialist. The Board shall make all reasonable efforts to obtain substitutes. Failure to do so shall not reduce any teacher's entitlement to daily planning time.
- 11.07** A bargaining unit member may not leave the school campus during the school day without e-mail notification to the building administrator, or signing out at the front desk, at the discretion of the building administrator.

Article 12: Salaries

- 12.01** Salaries shall be paid in accordance with the provisions of the salary schedule contained in Appendix A.
- All members of the Bargaining Unit will be advanced a step on the appropriate salary scale (per educational level), provided they have worked ninety (90) or more instructional days of the preceding school year, inclusive of total time working in a relevant position and while on approved leave.
- 12.02** Credit for teaching experience outside of the Mascoma Valley Regional School District, and provided all other requirements are met, shall be allowed in full or at a lower step on the salary schedule that is mutually agreed upon by the member and the Superintendent of Schools. The Association representative shall be notified within thirty (30) days of the Board's election of the hire when such credit is given.
- 12.03** Credit for salary purposes may be granted for non-educational experience at an amount to be agreed upon by the member and the Superintendent. In general, no more than two (2) years' credit is to be allowed.

12.04 No one will be hired by the District and placed on the salary schedule at a step higher than the teachers in the system that have equal experience. **This paragraph takes precedence over all other provisions in this agreement.**

12.05 Members of the bargaining unit represented by the Association shall receive their first salary payment under their annual contract during the fourth pay period of each fiscal year, unless the fourth pay period occurs before teachers have returned from summer recess, in which case they shall be paid their first salary payment during the fifth pay period.

12.06 Salary Track Changes: To be eligible for track advancement for advanced degree status/credits, the teacher must have provided a written request to the superintendent no later than October 1 preceding the school year in which the degree status/credits will change. Track advancement may only occur as of July 1 or January 1 in any contract year, and the teacher must have completed all necessary graduate credits prior to these dates. The teacher must complete the track change form and the teacher must have transcripts documenting the graduate course work on file in the SAU Office in order for the track change/salary adjustment to occur.

12.07 Certification/Recognition Bonus

A teacher who earns the following certification or state level recognition shall receive a one-time bonus at the beginning of the next school year, as follows:

<u>Certification</u>	<u>Bonus</u>
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National Board Certification	\$3,000
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To be eligible for the National Board Certification bonus, employees must have attained continuing contract status in the District.

<u>Recognition</u>	
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NH Teacher of the Year	\$2,500
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Finalist – NH Teacher of the Year	\$1,000
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Article 13: Reimbursement for Travel

13.01 Bargaining unit members, who must provide their own transportation between schools in order to perform their teaching duties during the course of the work day, shall be compensated at the current Internal Revenue Service Rate. Further, any bargaining unit members who must furnish their own transportation for the pick up and/or delivery of teaching materials shall, with prior approval of the principal, be compensated at the aforementioned prevailing rate.

13.02 Bargaining unit members who must furnish their own transportation to required workshops and meetings shall be reimbursed for any additional mileage beyond normal commutation to and from work, at the aforementioned prevailing rate.

Article 14: Co-Curricular Salaries

- 14.01** Co-Curricular salaries shall be paid in accordance with the provisions of Appendix B.

Article 15: Insurance Benefits and Provisions

- 15.01** The Board shall make payments of insurance premiums for bargaining unit members who work thirty (30) or more hours per week to assure coverage for a twelve (12) month period commencing September 1 and ending August 31. Current bargaining unit members must sign up for benefits prior to June 30 for the next school year. New hires must sign up for benefits at the time of hire.
- 15.02** Bargaining unit members who terminate their contract prior to the end of the school year lose their benefits at the end of the month in which the contract was terminated.
- 15.03** In the event that a bargaining unit member, absent because of illness or injury, exhausts sick leave benefits, the Board shall continue to pay health insurance, dental insurance, life insurance and long term disability insurance through the balance of the contract year provided that the unit member continues to pay their share of the premium, if any, established under the terms of this agreement.
- 15.04** The Board will provide a health care subscription to bargaining unit members working thirty (30) or more hours per week as indicated in Appendix A. Members who do not elect health insurance coverage shall receive an annual in lieu thereof payment consistent with Appendix A, which will be divided into quarterly payments. Unit members who are on Medicare are prohibited from receiving this payment.
- 15.05** The Board will provide life insurance, accidental death and dismemberment insurance, and long-term disability insurance to members of the bargaining unit working twenty (20) or more hours per week as indicated in Appendix A.
- 15.06** The Board will provide premium payment for dental insurance equivalent to Northeast Delta Dental Plan (coverage A-100%, coverage B-80% and coverage C-50%) as indicated in Appendix A for bargaining unit members working thirty (30) or more hours/week.
- 15.07** Appropriate coverage for insurance will be provided beginning with the first year of employment with the District.

Article 16: Service Award

- 16.01** After a minimum of fifteen (15) years of service in the Mascoma Valley Regional School District, any member resigning his/her position and who is eligible to be duly reelected to his/her position, will receive a service award equal to the following schedule:

<u>Years of Service</u>	<u>Service Award</u>
15	\$7,500
20	\$9,500
25	\$12,500
30	\$14,500
35	\$16,500
40	\$18,500

- 16.02** Written notification of intent to retire or resign from the District must be received by the SAU office by October 1. The award will be paid within 30 days from the beginning of the next fiscal year. If written notification is received after October 1, the award will be paid within 30 days after the end of the next fiscal year. This notice of intent is for budgetary reasons only and may be withdrawn by the bargaining unit member any time prior to February 1st. Thereafter, in the event of unforeseen and/or emergency circumstances, a notice of intent to retire or resign under this section may not be withdrawn except at the sole discretion of the Board, who shall not be arbitrary or capricious in their decision.
- 16.03** If while under contract a bargaining unit member dies, the service award shall be paid to: (a) a beneficiary whose name has been filed with the Superintendent's office by the bargaining unit member; or (b) if no beneficiary has been designated or if the beneficiary does not survive the bargaining unit member, the award will be paid to the estate of the deceased.

Article 17: Professional Development and Improvement

- 17.01** The Mascoma Valley Regional School District Professional Development Master Plan will be in accordance with regulations established by the NH Department of Education.
- 17.02** The Mascoma Valley Regional School Board will reimburse individual members of the bargaining unit for expenses incurred for professional development activities for which prior approval has been received, subject to the stipulations as outlined in 17.02.01 and 17.02.02.
- 17.02.01** Employees shall be eligible to receive reimbursement for the cost of one college or university course per year not to exceed the prevailing UNH graduate rate for a three-credit class. There shall be \$20,000 available for course reimbursement each year, available on a first-come, first-served basis. If any funds remain, employees shall be notified by May 1st. Employees can apply for additional funds in excess of the one course and shall be reimbursed proportionally based on remaining funds. The Board in its capacity agrees not to reduce the level of funding that is budgeted for this article.
- 17.02.02** Reimbursement for conferences and workshop fees will be no less than \$500, within guidelines established by the Professional Development Committee and approved by the Superintendent and within the limitations of funds budgeted for this purpose, specifically \$30,000. If any funds remain, employees shall be notified by May 1st. Employees can apply for additional funds in excess of the \$500 and shall be reimbursed proportionally

based on remaining funds.

The Board in its capacity agrees not to reduce the level of funding that is budgeted for this article.

Reimbursement will be limited to the actual cost of the conference and workshop fees, lodging, meals, and travel, at rates prescribed by the Professional Development Committee and approved by the Superintendent.

17.03 As a condition of tuition reimbursement, a bargaining unit member in an Alt-4 plan must agree in writing that if she/he voluntarily leaves employment with the School District, she/he will repay to the School District the full amount of any tuition reimbursements that occurred within three (3) years of the separation date.

As a condition of tuition reimbursement for all other bargaining unit members, they shall agree in writing to the following percentage repayment schedule in the event of separation of employment with the School District:

Separation within one (1) year of reimbursement	75% repayment
Separation within (2) years of reimbursement	50% repayment
Separation within (3) years of reimbursement	25% repayment

A waiver of repayment under this provision shall be at the sole discretion of the School Board.

Article 18: Evaluation

18.01 Evaluation will be conducted in accordance with the Supervision and Evaluation Plan for Educators adopted in May 2023 and incorporated by reference. This plan includes a process for annual review and amendment by mutual agreement.

18.02 The bargaining unit member will have access to his/her evaluation file, and may add peer or other personally acquired evaluative information to the file when desired.

Article 19: Leaves of Absence

19.01 General Provisions

Exceptions for the use of any leave time may be granted by the Superintendent. The Superintendent may ask for justification of extended periods of leave time for any staff member.

Other requests for leaves of absence **not covered in this article 19** for special reasons may be granted at the sole discretion of the Board upon recommendation of the Superintendent.

Unpaid Leave: Unpaid leave may be granted for reasons other than those stated within this article at the sole discretion of the Superintendent. The Superintendent's decision shall not be subject to the provisions of the grievance procedure.

19.02 Sick Leave: Professional staff members are entitled to fifteen (15) days annual sick leave at full pay for personal illness, illnesses in the immediate family, or medical related appointments. Immediate family shall be defined as spouse, partner, children, parents or someone else residing in the same household. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed a total of one-hundred fifteen (115) days. The total number of accumulated days shall be available to the bargaining unit members up to the point where the bargaining unit member becomes eligible under the long-term disability program provided under this agreement. At that time, the bargaining unit member must use the benefits provided by the disability insurance program even if there are remaining accumulated sick days. Accumulated sick days may be left with the District to be available to the Bargaining Unit Member should the member return to employment in the District.

19.02.01 Physician's Statement: Members of the bargaining unit may, at the Principal's discretion and at District cost, be required to present a certificate from a physician to verify illness/injury related absences if the member has been previously warned that the administration considers such absences to be questionable.

19.02.02 Extended Illness: In the event that illness extends beyond accumulated sick leave, a member will receive any fringe benefits consistent with the income Disability Plan mentioned in Appendix A.

19.02.03 Unpaid Leave for Health: In those instances where a teacher's health warrants it, a health leave certified as necessary by a medical doctor, may, upon request, after three (3) continuous years of service, be granted up to one (1) year plus the unfinished year. A leave of absence of up to one (1) year may be granted after three (3) years of service for the purpose of caring for a sick member of the member's immediate family (as defined in Article 19) upon recommendation of the Superintendent and approval of the Board.

19.02.04 Parental Leave
For an employee who gives birth, they may use accrued sick leave for the period of disability immediately following the birth of their child. They shall provide Human Resources with a physician's note after the birth of the child, specifying the length of disability. Any employee who does not have enough accrued sick leave to cover their period of disability resulting from childbirth may apply to the sick leave bank if they are eligible (see Article 23.01).

19.02.05 Child Bonding and Child Rearing
Use of accrued sick leave may be used for child-bonding under the following circumstances:

- The employee provides Human Resources with a physician's note specifying the need for time and expected return date.
- Employees may not use sick bank days for child-bonding.

Upon recommendation of the Superintendent an unpaid leave of absence of up to one (1) year may be granted to any member of the bargaining unit for the purpose of raising a pre-school child. All benefits prior to this unpaid leave will be retained by the individual upon return to employment. **The terms of Article 19.09 apply, regarding unpaid leave.**

19.03

Family Medical Leave: Subject to Section 102 and 103 of the Public Law 103-3 (Family and Medical Leave Act of 1993) bargaining unit members shall be entitled to a total of twelve (12) work weeks of leave during a twelve (12) month period for one or more of the following:

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. In order to care for the spouse, or a son, or daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of said employee.

FMLA leave provides employees with 26 weeks of unpaid, job protected leave in a 12 month period to care for a covered service member who has been injured during active duty. Days taken for Family Medical Leave shall be subtracted from sick pay until the sick leave reserve is used up. Additional days of leave to attain the twelve (12) work weeks of Family Medical Leave may be taken without compensation.

The Board may require that a request for leave in subparagraph (C) or (D) of section 102 (a)(1) be supported by a medical or related certification by a health care provider for a bargaining unit member.

The bargaining unit member shall be entitled under Section 104 of the Family Medical Leave Act:

- (A) To be restored by the school district to the position of employment held by the employee when the leave commenced; or
- (B) To be restored to an equivalent position with equivalent employment benefits, pay, and other terms, and conditions of employment.

19.04

Bereavement Leave: Bereavement leave shall be three (3) days per occurrence, non-accumulative, and shall not be applied against sick leave. It will be granted for the following reasons: death of a loved one, death of a member of the immediate family. (Immediate family, for the purpose of this paragraph, shall be interpreted as including parents, spouse, partner, children, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, and any other member of the family unit living in the same household, no matter what degree of relationship. Also included are all "in-laws" and any children of a spouse). Five (5) additional days will be granted per occurrence during the school year for the death of a spouse, partner, parent or a child. Bereavement leave is also granted for pregnancies not carried to term. The Superintendent may extend "Bereavement beyond the five (5) days stipulation. In that case, "Bereavement becomes "extended leave".

19.05 Professional Development Leave: Professional development leave shall be two (2) days per year of the teacher's own choosing and additional days as may otherwise be directed by the District. Days taken for professional development must match the teacher's professional growth plan.

19.06 Personal Leave: Three (3) days leave for emergency, personal, legal, business, household, or family matters which require absence during school hours and cannot be accomplished before or after the school day as defined in Article 11.05. Notification to the member's principal or other immediate supervisor for such leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the member shall not be required to state the reason for taking such leave except that he/she is taking it under this section. Said leave may not be taken to extend vacation and holiday periods except in extenuating circumstances not controlled by the individual or in accordance with the procedure outlined in 19.06.01. Bargaining Unit members will be reimbursed annually for unused personal days under this section at the prevailing substitute per day pay.

It is understood that if Employees have urgent personal need for additional days, they may request unpaid leave. Unpaid leave may only be granted at the discretion of the Superintendent, whose decision is not subject to the grievance procedure.

19.06.01 Members may take a personal day before or after school vacations and holidays per the following conditions:

- A. Three (3) bargaining unit members each year shall be approved to take one (1) personal day before or after a holiday or school vacation. Unit members must make their request in writing at least two weeks prior to the date on which they wish to use the personal day.
- B. If more than three (3) bargaining unit members apply for this leave, selection shall be by seniority, most senior members first.
- C. If more than three (3) bargaining unit members apply for this leave, unit members who have been granted this leave most recently in the past five (5) years will be excluded from consideration.
- D. In order to use this benefit, members accepted for leave under this provision must have a sufficient personal leave balance at the date requested.
- E. The SAU shall maintain the records of leave usage under this provision.
- F. Applications received after September 25th may be approved at the sole discretion of the Superintendent or his/her designee, and any denial shall not be subject to the grievance procedure.

19.07 Civic Duty Leave: Bargaining Unit members performing duties as shown below shall be paid by the District while they are on such duty, an amount equal to the difference, if less, between what they receive for such duty (excluding expenses) and their regular day of pay

(1/185 of the contract), for each normal school day during such duty, providing the regular pay is higher.

1. Service on jury duty.
2. Annual National Guard or Military Reserve training not to exceed two (2) weeks per year.
3. Membership on the Professional Standards Board.
4. Service as an elections official for local, state or national elections. This leave is not to include work on any partisan campaign on behalf of a political candidate or issue.

19.08

Sabbatical Leave:

- A. Any member of the bargaining unit may apply for a leave of absence for the purpose of educational improvement, providing such person has been under contract in the Mascoma Valley Regional School District for a period of not less than six (6) years and such application is filed with the Superintendent no later than December 1 of the year preceding the start of the leave.
- B. Such leave may be granted to not more than two (2) persons in the bargaining unit in any one (1) year providing their proposals are educationally sound. Selection shall be made by the Board upon recommendation of the Superintendent. The person or persons selected will receive benefits up to sixty percent (60%) and remuneration of up to sixty percent (60%) of his/her annual salary as provided under the salary schedule. One (1) alternate will be selected for a sabbatical leave when either of the recipients cancels by May 1.
- C. As a condition of final approval for sabbatical leave, a bargaining unit member must file with the Superintendent of Schools a contract agreement which stipulates that the staff member will return to the Mascoma Valley Regional School District for a period of two (2) full years immediately following the school year in which the sabbatical was taken. The bargaining unit member on sabbatical shall also be required to give either a written or oral review of his/her sabbatical to the Board during the year following the sabbatical.
- D. If the bargaining unit member terminates employment prior to completion of this required two (2) year period, he/she must repay the District the full amount of salary and expenses granted by the District for the sabbatical. The staff member shall sign a statement in the form of a promissory note indicating the amounts, methods, and schedule of repayments required. Repayment is not required if the member dies or is permanently disabled during the sabbatical or the subsequent two (2) year employment period.
- E. A teacher returning from sabbatical leave shall be given credit for seniority and salary purposes for all time while on leave of absence on sabbatical leave.

19.09 Extended Unpaid Leave

19.09.01 The Superintendent may, at his/her discretion, extend any unpaid leave that has been granted to a member.

19.09.02 Return from leave shall coincide with the beginning of the school year.

19.09.03 Return during the school year shall be at the discretion of the Superintendent. A member returning shall be assigned to the same position or equivalent position, if available. If a member has had a co-curricular assignment prior to the leave of absence, the same assignment or a similar one, if available, shall be made upon the member's return.

19.09.04 A member on unpaid leave shall not be denied the opportunity to substitute in the School District by reason of the fact that he/she is on a leave of absence.

19.09.05 Members on unpaid leave of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by paying the full cost of such benefits.

19.10 Academic Study, Foreign Exchange Program, or Vocational Programs: A leave of absence of one (1) year may be granted by the Mascoma Valley Regional School Board to any teacher upon the recommendation of the Superintendent for the purpose of academic study at an accredited college or university, participating in a foreign exchange program, or a work/training program related to a vocational teaching area. Upon return from such leave for academic study or vocational training, the teacher shall be placed onto the salary schedule at the step which he/she was entitled before leave was granted. Upon return from leave for teaching in a foreign exchange program, the teacher will be placed on the salary schedule at the step which he/she would be on if he/she had taught that year in the District. In both cases, earned benefits shall be retained.

19.11 Public Service: Leaves may be granted to serve in public office or required military service. Such leaves may be granted annually and renewed annually for the length of the term of office or service. In addition, a reasonable period of time may be granted to a member for the purpose of campaigning for public office.

19.12 Any member on an approved leave of absence must notify the Superintendent in writing of his/her intent to return to his/her position by March 1 preceding the beginning of the school year in which he/she intends to return to work. Failure to do so shall constitute a resignation from his/her position.

Article 20: Grievance Procedure

Definitions:

20.01 A grievance means an alleged violation, misinterpretation or misapplication with respect to one or more employees, of any provisions of this agreement. A teacher is any person in the

bargaining unit covered by this Agreement.

20.02 An "aggrieved party" is the person or persons making the complaint. The Board, a teacher, or a group of teachers may file a grievance, or the Association may file a grievance on behalf of the teacher. "Days" in this Article refers to school days, except during the summer recess, when it shall include the first 15 business days after the last student day, not to exceed June 30th. The timeline shall resume on the first day of school for staff.

20.03 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal to the next level within the time limits prescribed shall be deemed acceptance of the last decision made by appropriate authority. The time limits specified herein may only be extended by prior written agreement between the parties.

Submission of Grievances:

20.04 In order to be submitted under this procedure, a grievance must concern an alleged violation, misinterpretation or misapplication of a provision contained in this agreement.

20.05 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the grievant's principal. The grievant shall inform the principal that the informal stage of the grievance procedure is being pursued.

20.06 The Association shall not submit a grievance without the written consent of the bargaining unit member. The Association, upon request, will provide the Board with a copy of the written consent of the bargaining unit member, submitted on a form approved by the Board and the Association.

20.07 A grievance shall be deemed waived unless it is submitted within fifteen (15) days after either the aggrieved party or the Association knew, or should have known, the events or conditions on which it is based.

Processing a Grievance:

Level One-The Principal

20.08 If as a result of discussions with the grievant's Principal, the conflict is not resolved to the satisfaction of the grievant within ten (10) days, he/she shall submit the grievance in writing to the Principal. (Unless the grievant or the aggrieved party elects to follow the oral procedures outlined in RSA 273-A, II), each grievance must identify:

1. The aggrieved party;
2. The nature of the grievance;
3. The provisions of contract policy or practice violated;
4. The action requested.

The principal shall communicate the decision in writing to the teacher and to the Association within five (5) days of receipt of the written grievance.

- 20.08.01** Grievances concerning decisions or actions by the Superintendent or the School Board may be initiated at level 2 of the grievance process.

Level Two-The Superintendent

- 20.09** If an aggrieved party is not satisfied with the response of the building principal, or if no response is received within five (5) days after submission of the grievance, the aggrieved party may submit a copy of the grievance to the Superintendent of Schools within five (5) days.
- 20.10** The Superintendent or his/her designated representative shall meet with the grievant to attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) days. The Superintendent shall communicate the decision in writing to the member and the Association within five (5) days after the meeting. If the aggrieved party is not satisfied with the response of the Superintendent, a written appeal may be submitted to the School Board within five (5) days after the Superintendent's decision is received.

Level Three-The Board

- 20.11** The School Board or its designated committee shall meet with the aggrieved party within fifteen (15) days to attempt to resolve the matter. The Board shall communicate its decision in writing within ten (10) days following the meeting with the aggrieved party.
- 20.12** In the case of the grievance by the Board to the Association, the Association or its designated committee shall meet with the Board or its representative within fifteen (15) school days of receipt of the written grievance to attempt to resolve the issue. The Association shall communicate its decision in writing within ten (10) days of said meeting.

Level Four-Arbitration

- 20.13** In the event the Association or the Board is not satisfied with the decision of the other with respect to a grievance, it may, within fifteen (15) days after receiving the decision, initiate a request for arbitration.
- 20.14** The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) calendar days, the American Arbitration Association will be notified and an arbitrator shall be appointed in accordance with the AAA's Labor Arbitration Rules.
- 20.15** The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by, and must comply with, all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way, any provisions of this Agreement. The arbitrator may award a "make whole recommendation" but may apply no penalty payments. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District.
- 20.16** The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the

arbitrator's hearing. The decision of the arbitrator shall be final and binding, subject to the provisions of RSA 542.

- 20.17** The costs of services of an 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 expense shall be paid by the party incurring same.

Rights of Teachers to Representation

- 20.18** An aggrieved party may be represented at all stages of the grievance procedure by himself /herself or the Association.
- 20.19** When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of a written grievance to the Principal or any higher level, be notified by the principal that the grievance is in process. The Association shall have the right to be present and present its position at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered. Any resolution of this grievance shall not be inconsistent with the terms of this Agreement.
- 20.20** The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

Rights to Withdraw a Grievance

- 20.21** A grievance shall at all times and throughout all steps of this procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure. Withdrawal of a grievance shall be presented in writing to the Superintendent of Schools and a copy forwarded to the Chairman of the Board and the Association.

Records

- 20.22** 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. A copy of such grievance(s) shall, upon request, be given to the employee. Grievance forms are represented in Appendix D and may be duplicated.

Article 21: Reduction in Personnel

- 21.01** The Mascoma Valley Regional School District has the right to decrease the number of members of the bargaining unit because of a decrease in enrollment within a grade level or program or discontinuance or reduction of a program. Whenever this shall occur, the Superintendent shall, prior to March 31, notify members of the bargaining unit within equal certification of the intent to fail to re-nominate. Within each grade span PK-4, 5-8, and 9-

12 for classroom teachers and district wide for specialists, bargaining unit members who are not highly qualified or certified shall be laid off first. After that bargaining unit members with the fewest years of service in the district shall be laid off. In the event that there are equal years of service between members, the date that the individual contract is signed will be used to determine seniority.

- 21.02** During the two (2) years after failure to be re-nominated because of reduction in force, such members of the bargaining unit shall be re-nominated and re-elected, according to seniority, to fill vacancies for which they are qualified and currently certified. Such re-nomination shall not result in loss of credit for prior years of service.
- 21.03** There shall be notification by January 1 of the current year by the teacher as to his/her availability and current address. A teacher's failure to notify the District under this provision shall constitute waiver of recall.
- 21.04** Bargaining unit members who are unemployed as a result of reduction in force under this article shall be eligible to substitute in the District.

Article 22: Sick Bank

- 22.01** A sick leave bank will be established to be used for absences for medical reasons after the bargaining unit member has exhausted sick leave benefits. Each bargaining unit member electing to participate in the bank shall contribute one (1) of his/her sick days to the bank. The days in the bank shall accumulate from year to year, to a maximum of two hundred (200) days. If the maximum of two hundred (200) days is obtained, then new bargaining unit members may join the sick bank without contributing to the sick bank. If the level of days in the sick bank falls below one hundred seventy-five (175), then bargaining unit members may be asked to contribute up to two (2) days until the maximum of two hundred (200) is once again reached. A six (6) member committee with three (3) members from the Association appointed by MVREA President and three (3) members from administration appointed by Superintendent shall receive applications and determine eligibility for request of days from the sick bank. Decisions to award days shall be by majority vote of the committee, are final, and not subject to the grievance procedure. Any teacher who has received disability payments from the disability insurance policy may not receive sick bank benefits for personal illness for which disability payments were received.

Should there be a dispute between an employee and the committee, the Association and/or the School Board or the District's Administration, over the matter of access to and use of time from the sick leave bank, the Association agrees to defend, indemnify and hold harmless the School Board, all of its agents and employees and the Mascoma Valley Regional School District in any such dispute.

(The Association shall submit a list of all bargaining unit members who are eligible to receive days from the sick bank and will submit the names of the Association members on the committee to the Superintendent of Schools.)

- 22.02** The sick bank days shall be used to cover those days between the time an individual

bargaining unit member's accumulated sick days expire and when the member becomes eligible for disability.

Article 23: Just Cause

- 23.01** The Superintendent or his/her designee shall notify a teacher in writing as soon as there is evidence of any alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction.
- 23.02** Alleged breaches of discipline shall be reported to the offending teacher.
- 23.03** The teacher shall at all times be entitled to have present counsel (legal, Association, and/or lay) when he/she is being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.
- 23.04** No teacher shall be discharged, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and his/her designee.
- 23.05** This article will not apply to the non-renewal of a probationary teacher as provided for in RSA 189:14a: Failure to be Re-nominated or Re-elected.

Article 24: Early Retirement

- 24.01** The District will offer an Early Retirement Option to the Bargaining Unit Members. Any member that has had at least fifteen (15) years of service in the District, and is on at least step fifteen (15) will qualify for the Early Retirement Option; however, any member that retired prior to July 1, 2001 and who was eligible for retiree health insurance under the provisions of this agreement that were in effect on his/her retirement date shall continue to be eligible for retiree health insurance. The District will maintain the retired members on the District's health insurance at the same level (single, two person, family) that the member is on at the time of early retirement. There shall be a cap on the District's cost of \$8,000 per retiree per year. The "Retired" teacher will continue to pay for the portion of insurance paid by the District at the same rate as the active Bargaining Unit Members. Notwithstanding any other provision in this Agreement, in no event shall the District expend more than \$85,000 *per year* for the duration of this contract for all retirees. The amounts payable for eligible retirees shall be divided equally between all eligible retirees. The amount in the early retirement pool will be divided by the number of eligible members as of July 1 of each fiscal year. That will total the benefit for each employee that year.

Bargaining unit members who retire after June 30, 2009 will not be eligible to receive payment through this benefit for Medicare supplemental insurance. Those who have retired prior to this date will be grandfathered for payments toward Medicare supplemental insurance.

Article 25: Work-Related Injuries

- 25.01** Bargaining unit members who suffer a work-related injury and, as a result, receive indemnity benefits under the New Hampshire workers compensation statute (RSA 281-A:1 et seq) shall retain said payments and not sign them over to the District.

In the event an injured bargaining unit employee has accumulated sick leave in accordance with the provisions of Section 19.02 of this agreement, the employee may utilize such paid leave on a pro-rated basis to cover the difference between the amount paid as workers compensation and regular salary as a "supplemental benefit," from which all legally required and/or authorized deductions shall be made, including the employee's share of any health insurance premium and retirement contributions. By way of example, if an employee receives payment for 60% of her regular salary as workers compensation, she may supplement her workers compensation payment with 40% of accrued sick leave for the same period.

At no time will any bargaining unit member be entitled to receive more than 100% of his/her regular salary.

- 25.02** Bargaining unit members are prohibited from using paid leave under Article 24: Sick Bank to supplement workers compensation payments.

Only in the event that a bargaining unit member's claim for workers compensation benefits is approved for a period of disability in which the employee has already received paid sick leave, shall the employee assign her/his workers compensation check back to the District, in order to prevent the employee from receiving more than 100% of his/her regular salary (i.e., paid sick leave, plus workers compensation benefits). In this instance, the District shall restore the employee's accumulated sick leave that was utilized and paid prior to the approval of the workers compensation claim based upon receipt of such proceeds. Employees may elect to supplement their workers compensation benefit by utilizing accumulated sick leave as described in paragraph 2, above, in order to maintain regular salary for the period of their disability.

Article 26: Teacher Resignations

- 26.01** Resignations will be considered at the next School Board meeting after the resignation is submitted provided that the notice was given to the Superintendent at least 72 hours prior to the school board meeting. Should the teacher resign their employment with the school district during the term of their contract, thereby failing to work for the school district for the full school year as required by this contract without the written permission of the school district and thereby willfully violating the terms of this contract, the teacher agrees to pay the school district the sum of \$3,000, with a pro-rated percentage for part-time employees, as reasonable liquidated damages to compensate the school for expenses incurred by reason of the teacher's resignation, unless the school district is notified in writing of the resignation by the June 30th prior to the contract start date of employment for that school

year. For purposes of this provision, a resignation shall not be considered a "willful violation" where the teacher resigns because of family or personal issues or circumstances such as illness, a spouses' transfer to another area, or family issues making it impossible for the teacher to continue employment outside the home. This provision shall be included in each employee's individual employment contract. Employees may be granted an extension in returning their individual contracts at the discretion of the Superintendent. Requests shall be made in writing to the Superintendent as soon as practicable.

Article 27: Duration

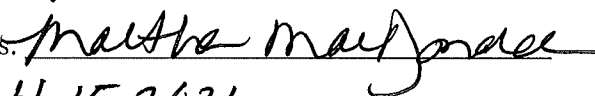
- 27.01** The provisions of this agreement shall remain in full force and effect from July 1, 2026 through June 30, 2029 and thereafter non-cost items renew automatically for successive terms of one (1) year or until a successor agreement has been ratified. Salary and benefit provisions will commence and remain in full force and effect from July 1, 2026 to June 30, 2029.
- 27.02** However, should parties agree to negotiate (an) item(s), said item(s) may be discussed without affecting the application of the other provisions of this agreement.

The Mascoma Valley Regional Education Association-NEA/NH and the Mascoma Valley Regional School Board agree to the terms of this contract and adopt the attached Appendix A: Economic Benefits; Appendix B: Co-Curricular Activities; Appendix C: Academic Duty Stipend; Appendix D: Grievance Forms; Appendix E: Remote Snow Day Protocols.

The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

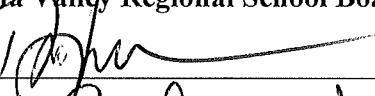
Mascoma Valley Regional Education Association

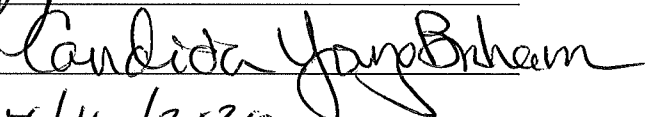
BY:  _____

Witness:  _____

Date: 4.15.2026

Mascoma Valley Regional School Board

BY:  _____

Witness:  _____

Date: 7/16/2020

Appendix A: Economic Benefits

Salary Schedule:

All bargaining unit salary levels shall be derived from the salary schedules included in this Appendix for each year of this agreement.

[2026-2027, Step + 5.0%, 2027-2028, Step + 3.0%, 2028-2029 Step + 3.0%]

Each year everyone qualifying for a step will receive one.

Members of the bargaining unit will notify the Superintendent's office by December 1 if they are taking or anticipate taking courses during the school year or the following summer which will result in salary adjustments. Salary adjustments will be made for approved courses upon receipt of official transcripts until October 1 of the contract year. No salary adjustments will be made after October 1.

The Mascoma Valley Regional School District and the Mascoma Valley Regional Education Association acknowledge that Appendix A of the Collective Bargaining Agreement reads in part as follows:

Bargaining unit members may elect once a year at the time they sign their contract, to be paid in twenty-two (22) rather than twenty-six (26) payments.

The District and the Association also acknowledge that for many years bargaining unit members who have been paid in twenty-two (22) payments have also participated in a tax-sheltered annuity.

The District and the Association agree to continue the practice of allowing bargaining unit members being paid in twenty-two (22) payments to participate in a tax-sheltered annuity.

All bargaining unit members employed by the Mascoma Valley Regional School District will enter the step and track in accordance with years of service and appropriate degree as determined by the Superintendent of Schools.

Extra working days beyond the one-hundred and eighty-five (185) contract days will be paid at the rate of 1/185th of the employee's contracted annual salary.

Benefits:

The Board will provide health care subscription to New Hampshire School Health Care Coalition: School Care, or its equivalent as determined by the process below to those bargaining unit members working thirty (30) or more hours per week as indicated in Appendix A. Bargaining unit members may enroll in single, two person or family coverage in the Cigna SchoolCare Yellow Open Access Plan with Choice Fund 2.0, Yellow Open Access Plan 2.0, or Orange Open Access Plan 2.0. The District will pay 98% of the Yellow Open Access Plan 2.0 premium towards the employee's choice of plan in the 2026-2027 contract year, with the employee paying any difference. The District will pay 97%

of the Yellow Open Access Plan 2.0 premium towards the employee's choice of plan in the 2027-2028 contract year, with the employee paying any difference. The District will pay 96% of the Yellow Open Access Plan 2.0 premium towards the employee's choice of plan in the 2028-2029 contract year, with the employee paying the difference. The Board will provide access to a Flexible Spending Account with a debit card and a \$500 roll over provision.

Should the School Board or Association seek to consider alternative health insurance plans, the parties seeking the change shall notify the other party by January 1. The Association will appoint three (3) representatives and the School Board will appoint three representatives to a committee. This committee shall in fact meet to discuss any such options and may bring in consultants to assist in exploring alternative plans. This committee shall present its findings to the Association and School Board for ratification of any such changes no later than March 1. Should the parties not be able to agree on a change, either party may submit the matter to final binding arbitration. The matter shall be submitted to arbitration no later than March 30 and an arbitration award will be issued by April 30. The issue before the arbitrator shall be whether the alternative insurance plan provides employees equivalent coverage and benefits to the existing plan. If so, the agreement shall be modified to reflect the change, if not the current plan shall remain in effect.

If there is a change to an alternative plan and there is a premium cost savings, fifty percent (50%) of the savings will be divided equally among all bargaining unit members who participate in the health insurance plan. This sharing of savings shall occur only during the first year of the change. Cost savings shall be calculated by subtracting the projected cost of insurance of the alternative plan from the projected cost of insurance from the current provider.

Members who do not elect health insurance coverage and can provide proof that they have other insurance coverage, and, as a result, decreases the District health insurance program cost to a lower level for the entire school year (e.g. family to two-person; two- person to single; single to no insurance) shall receive \$1500 (one thousand five hundred dollars) cash in lieu thereof. It is understood that this incentive is to be received only when an employee voluntarily lowers their insurance coverage and not when a qualifying event causes the coverage to be lowered automatically. The intent of this incentive is that the \$1500 (one thousand five hundred dollar) payment would continue for each year that the employee would continue to be eligible (based on employment, family members, and proof of other health insurance coverage) for this incentive. Unit members presently on Medicare are not eligible for this payment.

Effective as of the 2026-2027 contract year, for all unit members who choose not to enroll in a health plan offered by the District, and provided that twenty-eight (28) or more of all employees within the bargaining unit choose not to enroll in a health plan offered by the District, the District shall pay an annual amount of \$7,000, subject to the following conditions:

- a) Members must declare their election not to enroll in a health insurance plan offered by the District no later than May 15 of the school year immediately preceding the school year for which the declaration is made.

- b) The District shall inform the Association by June 1 as to whether or not the 28 member threshold has been satisfied.
- c) In the event the 28 member threshold is not satisfied, the employees may choose to enroll in a health plan offered by the District by June 15.
- d) Unless there is a qualifying event that occurs after May 15, the employee may not enroll in the District's health plan until the following open enrollment period.
- e) The \$7,000 payment shall occur quarterly.
- f) If an employee declares they have a qualifying event, the quarterly payments will cease.
- g) Eligibility for receipt of the \$7,000 payment described herein is conditional upon the employee otherwise being enrolled in a health insurance plan that is not subsidized insurance under the Affordable Care Act or Medicare.
- h) If thirty-two (32) or more of all employees within the bargaining unit choose not to enroll in a health plan offered by the District, the District shall pay a quarterly amount of \$10,000, subject to the following conditions set forth in paragraphs (a)-(g) above.

Once the applicable threshold is met (28 or 32) the opt out will remain unless the next threshold is met. In no way will the opt out an employee receives decrease over the course of this contract.

The Mascoma Valley Regional School District will provide premium payment for dental insurance equivalent to Northeast Delta Dental Association (coverage A-100%; coverage B-80%; coverage C-50%). The School Board will pay the full cost of this benefit for bargaining unit members working thirty (30) or more hours per week. For those bargaining unit members working fifty percent (50%) and until they reach thirty (30) hours of employment, a pro rata share of the dental cost will be paid by the Mascoma Valley Regional School District.

The Mascoma Valley Regional School District will provide premium payment of an accidental death and dismemberment program the same or equivalent to the plan in effect in the 2002-2003 school year (annual pay rounded to nearest \$500). The Mascoma Valley Regional School District will provide premium payment for the current disability program or equivalent to the plan in effect in the 2002-03 school year (90 day waiting period, 60% of monthly pay up to \$4000, payments to age 65). The Mascoma Valley Regional School District will provide premium payment for the current life insurance program or its equivalent.

Reimbursement for approved travel under Article 13 of this contract will be at the current Internal Revenue Service rate.

Appendix A

Teacher Salary Schedule 2026-2027

COLA		5.00%					
2026-2027							
	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30	MA+45
1	\$ 46,627	\$ 47,951	\$ 49,302	\$ 50,716	\$ 52,158	\$ 53,640	\$ 55,163
2	\$ 49,055	\$ 49,474	\$ 50,880	\$ 52,326	\$ 53,813	\$ 55,342	\$ 56,915
3	\$ 49,632	\$ 51,044	\$ 52,494	\$ 53,987	\$ 55,521	\$ 57,098	\$ 58,720
4	\$ 51,209	\$ 52,664	\$ 54,160	\$ 55,699	\$ 57,283	\$ 58,911	\$ 60,585
5	\$ 52,834	\$ 54,335	\$ 55,880	\$ 57,468	\$ 59,101	\$ 60,782	\$ 62,508
6	\$ 54,511	\$ 56,060	\$ 57,654	\$ 59,292	\$ 60,977	\$ 62,709	\$ 64,492
7	\$ 56,240	\$ 57,840	\$ 59,483	\$ 61,174	\$ 62,912	\$ 64,701	\$ 66,538
8	\$ 58,026	\$ 59,675	\$ 61,371	\$ 63,115	\$ 64,909	\$ 66,753	\$ 68,652
9	\$ 59,868	\$ 61,569	\$ 63,319	\$ 65,118	\$ 66,970	\$ 68,873	\$ 70,829
10	\$ 61,769	\$ 63,524	\$ 65,328	\$ 67,185	\$ 69,096	\$ 71,059	\$ 73,079
11	\$ 63,728	\$ 65,540	\$ 67,402	\$ 69,317	\$ 71,288	\$ 73,313	\$ 75,398
12	\$ 65,752	\$ 67,621	\$ 69,541	\$ 71,518	\$ 73,551	\$ 75,640	\$ 77,790
13	\$ 67,838	\$ 69,766	\$ 71,749	\$ 73,788	\$ 75,885	\$ 78,041	\$ 80,259
14	\$ 69,992	\$ 71,981	\$ 74,027	\$ 76,131	\$ 78,293	\$ 80,518	\$ 82,807
15	\$ 72,213	\$ 74,265	\$ 76,376	\$ 78,546	\$ 80,779	\$ 83,075	\$ 85,436
16	\$ 74,505	\$ 76,622	\$ 78,800	\$ 81,039	\$ 83,343	\$ 85,711	\$ 88,147

Appendix A

Teacher Salary Schedule 2027-2028

COLA		3.00%					
2027-2028							
	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30	MA+45
1	\$ 48,025	\$ 49,390	\$ 50,781	\$ 52,237	\$ 53,723	\$ 55,250	\$ 56,818
2	\$ 50,526	\$ 50,958	\$ 52,406	\$ 53,895	\$ 55,427	\$ 57,002	\$ 58,622
3	\$ 51,121	\$ 52,575	\$ 54,069	\$ 55,606	\$ 57,186	\$ 58,811	\$ 60,482
4	\$ 52,745	\$ 54,244	\$ 55,785	\$ 57,370	\$ 59,002	\$ 60,679	\$ 62,402
5	\$ 54,419	\$ 55,965	\$ 57,557	\$ 59,192	\$ 60,874	\$ 62,605	\$ 64,383
6	\$ 56,147	\$ 57,742	\$ 59,383	\$ 61,070	\$ 62,807	\$ 64,591	\$ 66,426
7	\$ 57,927	\$ 59,575	\$ 61,267	\$ 63,009	\$ 64,800	\$ 66,642	\$ 68,534
8	\$ 59,766	\$ 61,465	\$ 63,212	\$ 65,009	\$ 66,856	\$ 68,756	\$ 70,711
9	\$ 61,664	\$ 63,416	\$ 65,218	\$ 67,071	\$ 68,979	\$ 70,939	\$ 72,954
10	\$ 63,622	\$ 65,430	\$ 67,288	\$ 69,201	\$ 71,169	\$ 73,191	\$ 75,271
11	\$ 65,640	\$ 67,506	\$ 69,424	\$ 71,397	\$ 73,426	\$ 75,513	\$ 77,660
12	\$ 67,724	\$ 69,649	\$ 71,627	\$ 73,663	\$ 75,757	\$ 77,909	\$ 80,124
13	\$ 69,873	\$ 71,859	\$ 73,901	\$ 76,002	\$ 78,161	\$ 80,382	\$ 82,667
14	\$ 72,092	\$ 74,141	\$ 76,247	\$ 78,414	\$ 80,642	\$ 82,934	\$ 85,291
15	\$ 74,379	\$ 76,493	\$ 78,668	\$ 80,903	\$ 83,202	\$ 85,567	\$ 87,999
16	\$ 76,740	\$ 78,921	\$ 81,164	\$ 83,470	\$ 85,843	\$ 88,282	\$ 90,792

Appendix A

Teacher Salary Schedule 2028-2029

COLA	3.00%						
2028-2029							
	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30	MA+45
1	49,466	50,872	52,304	53,804	55,334	56,907	58,523
2	52,042	52,487	53,978	55,512	57,090	58,712	60,381
3	52,655	54,152	55,691	57,274	58,902	60,576	62,297
4	54,327	55,872	57,459	59,091	60,772	62,499	64,274
5	56,052	57,644	59,283	60,968	62,700	64,483	66,314
6	57,831	59,474	61,165	62,903	64,691	66,528	68,419
7	59,665	61,362	63,105	64,900	66,744	68,641	70,590
8	61,559	63,309	65,109	66,959	68,862	70,819	72,833
9	63,514	65,319	67,175	69,084	71,048	73,068	75,143
10	65,530	67,393	69,307	71,277	73,304	75,387	77,529
11	67,609	69,531	71,506	73,539	75,629	77,778	79,990
12	69,756	71,739	73,776	75,873	78,030	80,246	82,528
13	71,970	74,015	76,118	78,282	80,506	82,794	85,147
14	74,255	76,365	78,535	80,767	83,061	85,422	87,850
15	76,610	78,788	81,028	83,330	85,698	88,134	90,639
16	79,042	81,289	83,598	85,975	88,418	90,931	93,516

Appendix B: Co-Curricular Activities

This schedule is designed to recognize the differing lengths of the program, size of program, size of audience, and general responsibilities of each assignment. In compliance with Title IX, equal pay is provided regardless of sex/gender.

Each year everyone qualifying for a step will receive one.

Schedule “F”

- High School Competitive Academic Team Advisor
- Elementary Competitive Academic Team Advisor
- Middle School Competitive Academic Team Advisor

Schedule “G”

- Middle School History Club Advisor
- Yearbook
- Technology Club
- Middle School Jazz Band Director
- Middle School Select Chorus Director
- Drama – (1) stipend per production; limit to two (2) productions per year

Schedule “H”

- High School Class Advisor
- High School Music Director
- Elementary Intramural: Canaan & Enfield
- Senior Math Team
- Intermediate Math Team
- Junior Math Team
- Future Business Leaders of America
- Honor Society
- Student Council Advisor
- Middle School Intramural
- Student Government
- Experiencing the Arts
- Biology Club

Schedule “I”

- Ninth Grade Orientation Coordinators – limit of two (2) stipends, stipend may be shared

In the event that a new co-curricular position is created, adjusted or eliminated during the life of this agreement, the Superintendent and the President of the MVREA shall jointly recommend the schedule in which that position should properly be placed. This will be subject to Board approval. Upon approval by the Board, new, adjusted, or eliminated positions shall be memorialized through a memorandum of understanding and shall be subject to review during the next regular round of negotiations between the Association and the Board.

Placement of new staff on the co-curricular activities schedule will occur as follows:

1. The building administrator will make a recommendation to the Superintendent of Schools as to where a new staff member should be placed on the Master Co-Curricular Schedule.
2. The Superintendent will then make a recommendation to the Board.

Co-Curricular Activities

CO-CURRICULAR ACTIVITIES SALARY SCHEDULES

STEP	F	G	H	I
0	\$1,447	\$1,190	\$1,524	\$664
1	\$1,574	\$1,343	\$0	\$0
2	\$1,713	\$1,470	\$0	\$0
3	\$1,841	\$0	\$0	\$0
4	\$1,981	\$0	\$0	\$0

Co-curricular Stipends: The parties shall create and maintain an annual Stipend Committee comprised of: the Superintendent, three members appointed by the Association and three members appointed by the Superintendent.

1. The Stipend Committee will examine the current structure for all stipend positions and adopt such rules as may be necessary to ensure equity and accuracy between and among the payment categories and stipend amounts. Minutes shall be maintained for these meetings.
2. The Committee shall be responsible for examining any requests, including but not limited to, adding new and/or re-activating co-curricular positions.
3. The District will communicate to the Association president any changes or additions to stipends within 10 business days of the change taking effect.
4. The Stipend Committee will provide recommendations for stipend job descriptions under this section when new stipends are identified. The Superintendent will present the committee's final recommendation for the new stipend positions to the School Board for approval.
5. A minimum of \$94,000 will be allocated annually. Any additional stipends for further expenditures above \$94,000 will require authorization of the School Board and a vote of the legislative body for approval.

Appendix C: Academic Duty Schedule

Each position of Appendix C will follow the Appendix B salary schedule.

Schedule “H”

Curriculum Coordinator

Schedule “I”

Professional Development Coordinator

Teacher Mentor

In the event that a new Academic Duty position is created during the life of this agreement, the Superintendent and the Presiding chair of the MVREA shall jointly recommend the salary level that the new position should properly be placed. This will be subject to Board approval. The decision reached through this process shall be subject to review during the next regular round of negotiations between the Association and the Board.

Appendix D: Grievance Forms

Grievance Adjustment Form A

Complaint By The Aggrieved Person

(To be completed within five (5) days after the informal meeting with the principal.)

Please Type or Print:

Name of Complainant: _____

Date of Filing: _____

Home Address: _____

Home Telephone Number: (_____) _____

Name of School: _____

Position: _____

School Address: _____

School Telephone Number: (_____) _____

Principal: _____

Is the MVREA-NEA/NH or its representative representing you? _____

If so, the Grievance representative will be: _____

Provision of the Master Contract Allegedly Violated: Article _____

Statement of Grievance: _____

Action Requested: _____

Signature of Complainant: _____

Note: Keep one (1) copy of this form and send a copy to:

a. Principal

b. Superintendent

c. Grievance Representative

d. Grievance Committee Chairman

Appendix D (cont.)

Grievance Adjustment Form B

Decision of the Principal

(To be completed within five (5) days after the receipt of the written grievance.)

Please Type or Print:

Aggrieved Person: _____

Date of Formal Grievance Presentation: _____

School: _____

Principal: _____

Decision of the Principal and Reasons Therefore: _____

Date of Decision: _____

Signature of Immediate Supervisor: _____

Aggrieved Person's Response: _____

(To be completed by Aggrieved within five (5) days of the principal's decision and sent to the Superintendent of Schools-SAU # 62.)

I (do) (do not) accept the above decision.

Signature of Aggrieved Person: _____

Date of Response: _____

Appendix D (cont.)

Grievance Adjustment Form C

Decision of the Superintendent-SAU # 62

(To be completed within five (5) days after the receipt of Form B-Decision of the Principal.)

Please Type or Print:

Aggrieved Person: _____

Date of Formal Grievance Presentation: _____

School: _____

Principal _____

Decision of the Superintendent and Reasons Therefore: _____

Signature of the Superintendent: _____

Date of Decision: _____

Aggrieved Person's Response: _____

(To be completed by Aggrieved Person within five (5) days of decision and sent to the School Board.)

I (do) (do not) accept the above decision.

Signature of Aggrieved Person: _____

Date of Response: _____

Appendix D (cont.)

Grievance Adjustment Form D

Decision of the Mascoma Valley Regional School Board

(To be completed within ten (10) days following the meeting with the aggrieved party)

Please Type or Print:

Aggrieved Person: _____

Date of Formal Grievance Presentation: _____

School: _____

Principal _____

Decision of the Mascoma Valley Regional School Board and Reasons Therefore: _____

Signature of the Chairperson of the School Board: _____

Date of Decision: _____

Aggrieved Person's Response: _____

(To be completed by Aggrieved Person within fifteen (15) days of receiving the decision and sent to the School Board and Superintendent.)

I (do) (do not) accept the above decision.

Signature of Aggrieved Person: _____

Date of Response: _____

Appendix D (cont.)

Grievance Adjustment Form E

Grievance Committee Review

(To be completed by the Grievance Committee Chairman within fifteen (15) days after receiving Form D- Decision of the Mascoma Valley Regional School Board.)

Aggrieved Person: _____

Date of Formal Grievance Presentation: _____

Chairperson of the Grievance Committee: _____

Date Referral Received by Grievance Committee: _____

Grievance Filed under Article: _____

Opinion of Grievance Committee and Reasons Therefore: _____

_____ **The Grievance Committee has recommended not to submit the grievance to arbitration.**

_____ **The Grievance Committee has recommended that the grievance should be submitted for arbitration.**

Signature of Grievance Committee Chairman: _____

Date of Opinion: _____

Copies to:

- | | | |
|----|------------------------------------|-----------------------|
| 1. | NEA-Region 5 Office | 3. Aggrieved Person |
| 2. | Superintendent of Schools-SAU # 62 | 4. Building Principal |

Appendix E: Remote Snow Day Protocols

1. Teachers who engage in Remote Snow Day Work will be credited for one student day under the contract, regardless of student participation.
2. In the event of inclement weather and/or any other emergency that would normally be deemed a "snow" or emergency" day, the District may instead pivot to "remote learning" for the day. Under these circumstances, the determination of whether or not to pivot to "remote learning" shall rest with the Superintendent. Employees shall be notified via the method normally used for snow days.
3. Teachers of grades 3-12 will be expected to post assignments on Classroom and be available through email throughout the contracted day, and Google classroom for designated office hours. Pk-2 grade teachers will provide materials for their students.
4. All Teachers should be engaged in professional responsibilities on the days identified as work days and should be available to answer questions and engage with students unless an alternative plan has been approved per Paragraph 8.
5. Teachers will provide students with assignments and activities where assignments are regularly posted. The school has made Chromebooks available. Assignments should be engaging and designed so that all students can access the content, be able to be completed independently, and connected to learning upon return to school.
6. School counselors, occupational therapists, speech therapists, nurses, and all other non-teaching staff who are members of the Teacher bargaining unit should be available for consistent communication with students, parents, administrators, and colleagues and should be engaged in professional responsibilities.
7. Should a staff member be unable to participate due to illness, the staff member should notify the principal. The employee will be charged a sick day.
8. Should a staff member be unable to participate due to technological or other unforeseen issues, the staff member should notify the principal.
9. Any employees who are unable to provide remote duties due to circumstances beyond their control (e.g. no power or internet) shall notify their building administrator immediately. In such cases, employees shall not face adverse action. Those employees shall instead work offline or on professional development, documented in Frontline, and shall still be credited with a work day.
10. The administration may ask for bargaining unit feedback as to the effectiveness of Remote Snow Day Work.