

**Multi-Year Master Agreement**

**Between**

**Rochester Administrative Unit**

**and the**

**Rochester School Board**

**July 1, 2013**

**to**

**June 30, 2017**

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## **Preamble**

To encourage and increase effective and harmonious working relationships between the School Board of the City of Rochester (hereinafter the *Board*) and the Administrative Unit (hereinafter the *Administration*), so that the cause of public education may best be served.

**Whereas**, the Board and the Administration recognize and declare that providing a quality education for the children of Rochester is their mutual aim and that the character of such education depends in part upon the quality and morale of the administrative service, and

**Whereas**, the parties have reached certain understandings which they desire to confirm in the Agreement.

**It is hereby agreed as follows:**

**Article I - Recognition, Jurisdiction, Definitions**

*A. Recognition*

1. For purposes of collective negotiations the Board recognizes the Administrative Unit as the representative for the following full-time employees named below:

High School Principal  
Assistant High School Principals  
Middle School Principal  
Assistant Middle School Principal  
Elementary Principals  
Elementary Assistant Principals  
Director of Pupil Services  
Special Education Coordinator  
Director of Vocational Education  
Bud Carlson Academy Director  
Athletic Director  
Curriculum Coordinators

2. Part-time employees shall not be covered by this Agreement.
3. The Board and the Administration agree that there will be no discrimination because of race, creed, color, religion, national origin, political activities, age, sex, sexual orientation, domicile, marital status, or participation in any organization activities.

*B. Jurisdiction*

The jurisdiction of the Administration shall include those persons now or hereafter who perform the duties or functions of the categories of employees named above. However, any employee whose administrative position is subsequently made part-time by the Board shall, after such reclassification, and ninety (90) days notice to the affected employee, be excluded from the Administrative Unit and the provisions of this Agreement.

### C. *Definitions*

1. The term *Board* as used in this Agreement shall mean the Rochester, New Hampshire School Board.
2. The terms *professional, administrator, person, or member* as used in this Agreement refer to an individual of either sex employed full-time in an educational administrative capacity by the Board in the categories listed in Article I-A above unless otherwise specified.
3. The term *Administrator* as used in this Agreement shall mean the Rochester Administrative Unit.
4. The term *bargaining unit* as used in this Agreement shall mean all the persons employed full-time in the categories listed in Article I-A.
5. The term *parties* shall mean the Board and the Administration as participants in this Agreement.
6. Whenever the singular is used in this Agreement, it is to include the plural.
7. Whenever in this Agreement a personal pronoun is used, such pronouns shall apply equally to both male and female.

### **Article II - Duration**

- A. The provision of this Agreement shall be effective as of July 1, 2013, and shall continue and remain in full force and effect as binding on the parties until and including June 30, 2017.
- B. The provisions of this Agreement shall remain in effect until a successor agreement is negotiated.

### Article III - Paid Days

A. All administrators are entitled to be paid for the following days, and such other days as may be designated by the School Board from time to time:

Fourth of July	Day before Christmas
Labor Day	(if school is not in session)
Columbus Day	Christmas
Veterans' Day	Day after Christmas
Day before Thanksgiving Day (if school is not in session)	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Martin Luther King Day
	Washington's Birthday
	Memorial Day

B. If an official holiday falls on a Saturday or Sunday, and it is observed by the School Department on the preceding Friday or the following Monday, respectively, the administrator will be eligible to have it off, subject to the Superintendent's requiring that said day be worked pursuant to the last paragraph hereof.

C. If an official holiday falls on a Saturday or Sunday, and it is not observed by the School Department on the preceding Friday or the following Monday, the Superintendent will grant each administrator another day off when school is not in session or time mutually agreed upon by the Superintendent and administrator in lieu of the designated day.

D. Some situations require that administrators be on the job during designated paid days in order to maintain the proper operation of the School Department. The Superintendent may require any administrator to work on any of the official days. In that event, the Superintendent will grant each administrator another day off when school is not in session or time mutually agreed upon by the Superintendent and administrator in lieu of the designated day.

## **Article IV - Vacation Days**

Each full time administrator will receive twenty-four (24) vacation days each year under the following procedure:

1. If an administrator is hired during June, July or August he/she is eligible for twenty-four (24) vacation days during that school year.
2. Administrators' contracts start on July 1 of each year and end on June 30 of the following year. Vacation days will be given on July 1 of each year and will be usable until September 1 of the following year (14 calendar months). Administrators may accrue up to forty-eight (48) days of unused vacation.
3. If an administrator is hired at some time during the year, his/her vacation time will accrue on a pro-rated basis according to the number of months he/she has worked (2 days per month).
4. It is permissible and suggested (so that all administrators will not be out at the same time during the summer months) that some of the administrators' vacation time be taken during the school year, at a time convenient for both the administrator and the school system.
5. The Superintendent or his/her designee's prior written approval is required for the scheduling and taking of any vacation days.

## **Article V - Leaves**

### *A. Sick Leave*

1. Each covered individual employed by the District as an administrator as of October 31, 1994 shall be entitled to fifteen (15) sick days per year with the right to accumulate this sick leave to a maximum of 150 days.
2. Each covered individual appointed to a covered administrative position in the District after October 31, 1994 shall be entitled to fifteen (15) sick days per year with the right to accumulate this sick leave to a maximum of 110 days.

3. Up to ten (10) sick days per school year may be used by an employee for the purpose of caring for a sick child, or, upon approval of the Superintendent, for a different member of the employee's family who is sick.
4. The Superintendent upon request shall notify each administrator of his or her accumulated sick leave by October 1 of each year.

**B. *Bereavement Leave***

Each administrator is eligible for bereavement leave each year with full pay as set forth below.

1. Ten (10) work days for the death of spouse, domestic partner or child.
2. Three (3) work days, for the death of Father, Mother, Father-in-law, Mother-in-law, Son-in-law, Daughter in-law, Grandchild, Sister, Brother or Relative domiciled in the employee's household.
3. One (1) work day for purpose of attending funeral for death of Grandmother, Grandfather, Aunt, Uncle, Sister-in-law, Brother-in-law,
4. Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Section 1, 2, or 3, with the written approval of the Superintendent.

**C. *Personal Leave***

1. Each administrator is eligible for up to three (3) non-accumulative days for leaves of absence with full pay each school year.
2. Leaves taken pursuant to this section shall be in addition to any sick leave to which an administrator is entitled.
3. Administrators' requests for leave will be as far in advance as is reasonably possible, however, requests for such leaves shall be in writing at least three (3) days prior to the day requested except in the case of emergency. In this event, the Superintendent shall be notified as soon as possible.



4. Replies to all requests for personal leave shall be made in writing prior to the day requested.
5. Under extenuating circumstances as determined by the Superintendent, in his sole discretion, one (1) additional consecutive work day with pay may be granted under Sections 1, 2, or 3 with the prior written approval of the Superintendent.

D. *Jury or Witness Leave*

Upon approval of the Superintendent, an administrator who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted paid leave for the period of time he/she is unable to report to work for this reason. Application for the leave will be made in advance and submitted with a copy of the subpoena or notice of jury duty. The covered administrator shall pay over to the Rochester School Board and City of Rochester any money paid for such witness or jury service, except that portion of the money identified as expense reimbursement.

E. *Professional Leave*

With the prior approval of the Superintendent or his designee, the covered administrator shall be entitled to ten (10) days per year leave of absence with full pay for attendance at professional meetings, conferences, conventions, for the purpose of school visitation, and for the purpose of receiving a higher degree. Except under extenuating circumstances, written notice of professional leave shall be received in the Superintendent's office at least three (3) days prior to such leave. The Superintendent may extend professional leave upon a covered administrator's request and the approval of the Personnel Committee of the Board.

F. *Maternity Leave*

Maternity leave shall be treated as sick leave with the following conditions:

1. Sick leave shall be granted with a physician's statement that the covered employee is no longer able to conduct her administrative duties without damaging the health of the mother or future child.

2. A temporary leave of absence, without pay, shall be granted earlier than sick leave by mutual agreement of the individual covered administrator and the Superintendent.
3. After delivery, sick leave shall continue for one week or until such time as her physician states the mother is no longer ill and she is able to resume her duties.
4. Any additional temporary leave, without pay, shall be granted by mutual agreement of the individual covered administrator and the Superintendent.
5. In the case of extended leave, benefits such as raises that would normally accrue to her shall not be withheld.

G. *Extended Leaves of Absence*

1. Military leave without pay shall be granted to any administrator who is inducted in any branch of the Armed Forces of the United States for the period of said induction and/or serving active duty.
2. Two weeks leave with pay shall be granted for any administrator whose spouse is placed on active duty in any branch of the United States Armed Forces, to be taken during the course of the spouse's active duty.
3. Additional leave may be granted to any administrator for the purpose of caring for a sick member of the administrator's family.
4. Other requests for leaves of absence for special reasons may be granted by the Board upon recommendation of the Superintendent of Schools.

H. *Additional Leave Provisions*

1. All benefits to which a covered employee is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall then be assigned within the scope of his/her certifications.
2. All extensions, renewals, or modifications of leaves shall be applied for in writing and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board upon recommendation of the Superintendent of Schools.

3. If an individual is requested by the Superintendent of Schools to attend a function on behalf of the Board or system, such time will not be charged to the individual's professional leave.
4. The Superintendent of Schools may make recommendations for the extension of any of the above leaves and upon approval of the Board, grant such extensions.

### *I. School Closing*

When school is closed due to inclement weather, with the approval of the Superintendent, administrators will be allowed to work from home; one day per school year.

## **Article VI - Compensation**

### *A. Method and Time of Salary Payment*

1. Covered administrators shall receive their pay on Fridays and salaries shall be prorated over 52 weeks with 26 equal payments.
2. Salaries of individuals employed by the district as administrators shall have their salaries established as described in Appendix A.
3. Salaries of individuals appointed to administrative positions after the date this Agreement is approved shall have their salaries set by the School Board for the Fiscal Year in which they are appointed. Increases after the year of appointment shall be calculated according to paragraph 2, above.
4. The Board will be authorized to increase salaries for current administrators within a category to achieve equity when appropriate, with the hiring of a new administrator.

Administrative Categories:

<b>Position</b>	<b>Salary Range</b>
Elementary Principal	\$72,000 to \$86,000
Middle School Principal	\$90,000 to \$98,000
High School Principal	\$95,500 to \$105,000
Elementary Assistant Principal	\$62,000 to \$67,000
Secondary Assistant Principal	\$70,000 to \$76,000
Special Education Coordinators	\$62,000 to \$69,000
Athletic Director	\$70,000 to \$76,000
CTE Director	\$70,000 to \$76,000
Curriculum Coordinator	\$75,000 to \$82,000
Director of Student Services	\$82,000 to \$90,000

*B. Mileage Allowance*

Traveling administrator shall mean an administrator who is required to travel to more than one school each day because of his/her assigned duties. Traveling administrators shall be paid twice a year based on the following formula:

Traveling administrators shall be paid \$300.00 on or before December 31 and \$300.00 on or before the close of the school year.

*C. Workshops*

The Board agrees to pay the costs of administrators' workshops that are arranged or required by the Superintendent or Assistant Superintendent.

*D. Severance Pay*

An administrator shall receive severance pay equal to a percentage of the full amount of the said administrator's total accumulated sick leave (at the per diem rate at which the administrator last earned) at a level of fifty percent (50%) when leaving the Rochester School System and in the case of retirement after making application for service retirement to the New Hampshire Retirement System.

E. *Itemized Payroll Deductions*

A statement of payroll deductions shall be provided with each salary payment.

F. *Longevity Stipend*

Administrators shall receive longevity payments for the total years of service to the district. The longevity stipend shall be paid in December.

- a. 10-14 years \$500
- b. 15-19 years \$750
- c. 20-24 years \$1,000
- d. 25-29 years \$1,500
- e. 30 or more years \$2,000

G. *Advanced Degree*

Any administrator who has attained an advanced degree, beyond that which is required for their administrative certification will be compensated annually as follows:

Ph.D or Ed. D	\$1,000
CAGS	\$ 500

H. *Extra Workload*

An administrator assuming an extra workload of another administrator will be compensated at 10% of his or her per diem pay if the period exceeds 14 consecutive working days.

**Article VII - Fringe Benefits**

A. *Health Insurance*

All covered employees shall be eligible for health insurance coverage provided through the Health Trust, which shall consist of the following:

1. Effective July 1, 2014 through June 30, 2016, the employee's choice of either:

- a. Blue Choice Point of Service—BC3T15IPDED/RX 10/20/45; \$15 Office Visit Co-Pay, \$75 ER Co-Pay, \$150/\$450 annual deductible;  
**or**
- b. Matthew Thornton HMO—MTB20IPDED/RX 10/20/45; \$20 Office Visit Co-Pay, \$150 ER Co-Pay, \$250/\$750 annual deductible;  
**or**
- c. Matthew Thornton HMO—MTBSOS 20/40 RX 10/25/40; \$20 Office Visit Co-Pay, SV Co-Pay \$40, ER Co-Pay \$100/Urgent Care Co-Pay \$50, \$1,000/\$3,000 annual deductible.

2. Effective July 1, 2016

- a. Matthew Thornton HMO—MTBSOS 20/40 RX 10/25/40; \$20 Office Visit Co-Pay, SV Co-Pay \$40, ER Co-Pay \$100/Urgent Care Co-Pay \$50, \$1,000/\$3,000 annual deductible.

For FY 2015 and FY 2016, the Board agrees to pay 80% of the premium for the HMO—MTB20IPDED plan; for FY 2017, the Board agrees to pay 80% of the premium for the HMO—MTBSOS 20/40 plan.

The employee's premium contribution shall be reduced by the total amount of the annual deductible for the plan in which the employee is enrolled.

Available coverage and claims procedures shall be reported annually to the covered employees.

The parties agree that the health insurance offered by the Board shall comply in all respects with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, so as to avoid the imposition of any penalty or fine or other material adverse financial impact to the District. Accordingly, upon any material change to the ACA, or to the regulations implementing and interpreting it, or to the offered plan or plans so as to subject the District to the imposition of any penalty or fine or other adverse impact from the operation of the ACA, either party to this Agreement may reopen bargaining upon the cost and impact of such change.

B. *Dental Insurance*

All covered employees shall be eligible to receive single person coverage in the Northeast Delta Maintenance Program (Plan V) as provided through the New Hampshire Municipal Association, and in effect at the time of ratification of this Agreement, or its equivalent. Two person or family coverage will be made available to the covered employee upon his or her agreeing to pay the increase in premium above the single person rate. Additional or expanded dental benefits will be provided as plan options with the employee paying the increased cost in premiums above the 100% single person (Plan V) District-paid benefit.

C. *Workers' Compensation*

All covered employees shall be provided Workers' Compensation Insurance.

D. *Tax-Free Annuity*

The Board agrees to continue to allow covered employees to take advantage of the Federal law concerning tax-free annuities. The Board will not deduct life insurance premiums.

E. *Course Reimbursements*

1. The Board will pay the cost of tuition for in-service courses or courses at accredited colleges, universities, or professional training schools and workshops (hereinafter referred to collectively as *approved courses*) which are taken by covered employees in accordance with the following procedure: The District shall reimburse covered employees 100%, or the employee may elect to have the District pay the vendor in advance, the cost per credit up to a maximum of seven (7) credits in any one school year at up to the graduate course rate currently in effect at the University of New Hampshire for in state students. Qualifying credits are college or university courses in the area of the employee's certification or courses initiated and approved by the Superintendent of Schools that is equal to college credit program.

2. To be entitled to reimbursement, a covered employee must make his/her application within ninety (90) days of course completion. Covered employees earning credit shall be reimbursed within thirty (30) days of submission of evidence of satisfactory completion by attaining the equivalent of a *B* or better grade of such courses to the Superintendent. A *P* is an acceptable grade where the covered employee is enrolled in a mandatory pass/fail grade course. A *P* shall not be accepted for a course where pass/fail is offered as an elective, but rather the covered employee must use the grade alternative. Covered employees earning credit after July 1 shall be reimbursed in September only if they continue in the employ of the District. In the event a covered employee elects to have the District pay the vendor in advance, written request for payment and a valid enrollment form indicating course, cost and expected grade must be submitted for payment a minimum of 15 business days prior to the payment due date. Grades must be submitted to the Superintendent no more than 15 days after the end of the grading period. If a less than satisfactory grade is received the covered employee agrees to reimburse within the District the full amount of the course within 25 business days after the end of the grading period.
3. With prior approval of the Superintendent of Schools, a covered employee may elect to attend conventions or conferences. In such event, the District shall reimburse or pay the vendor in advance the covered employee for costs incurred (i.e., registration, meals, accommodations and travel) up to a yearly maximum amount equal to the cost of seven (7) credits at the graduate course rate for in-state students. To the extent a covered employee is reimbursed for attending approved conventions and conferences, there will be an equal reduction in the number of credits for approved courses for which reimbursement will be made by the District.

F. *Professional Dues*

Professional dues for each administrators membership in one professional organization of his/her choice will, with the prior approval of the Superintendent of Schools, be paid for by the District up to a yearly maximum amount not to exceed the combined cost of individual annual dues for the state and national principal's associations.



G. *Group Term Life Insurance*

The Board agrees to pay 100% of the cost of a group term life insurance policy equal to \$50,000.

H. *Pre-Tax Flexible Spending Plan*

The Board shall allow administrators to use the Federal Section 125 benefits for a pre-tax spending plan for health and child care provisions. This plan may be administered by a vendor hired by the Board, and shall follow all applicable federal and state rules and regulations.

**Article VIII - Saving Clause**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

**Article IX – Management Rights**

The Board shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects. Among the rights retained, is the Board's right to determine the School District's mission and set standards and service offered to the children, parents and the public and consistent with the role of the Superintendent established by statute or charter; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the School District or by employees of the School District; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations subject to RSA 273-A; and to change methods, equipment or facilities. Without limiting the preceding and solely as illustration, matters regarding the policies and practices of the School District and the Superintendent of Schools as established by statute, ordinance or regulations relating to merit/incentive systems, recruitment, examination, appointment, advancement, or organization, under the conditions of political neutrality and based upon principles of merit and competence,

shall not be subjects of bargaining under this Agreement. All rights, which ordinarily vest in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested in the Rochester School Board.

## **Article X – Grievance Procedure**

### *Informal Level*

Before beginning the grievance procedure at Level 1, the covered employee shall discuss the problem with the individual concerned and try to resolve the conflict.

In order to encourage and allow the resolution of grievances at the informal stage, a grievant will be granted 15 days from the date of the action or from the grievant's first knowledge of the action or condition on which the grievance is based to present the formal grievance at Level 1.

### *Level 1 - Assistant Superintendent*

A grievant shall present the grievance to the Assistant Superintendent who shall respond to said grievance and provide the rationale for his/her decision in writing within 5 days.

### *Level 2 – Superintendent*

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Unit, the covered employee or the Unit may within 10 days of receipt of the decision at Level 1 present it in writing to the Superintendent of Schools. Within five (5) days after receiving a grievance, the Superintendent shall meet to resolve and respond to the grievance with the grievant and the Unit's representative(s). The Superintendent shall respond to said grievance and provide the rationale for his/her decision within 10 days following the submission at Level 2. The decision of the Superintendent shall be final and binding on the parties.

**Article XI - Negotiations Procedure**

- A. On or about February 1 of the expiration year of the then current contract, the parties agree to enter into negotiations for a successor agreement. This Agreement constitutes notice to the Rochester School Board of the Administrator's intent to negotiate for a successor Agreement.

**In Witness Whereof**, the parties have hereto executed this Agreement this 13<sup>th</sup> day of November, 2014.

*Rochester Administrative Unit*

*Rochester School Board*

\_\_\_\_\_  
Valerie McKenney, Representative

\_\_\_\_\_  
Daniel Harkinson, Chairman

## Appendix A

### Annual Increases / Merit Increase Schedule

2014-15	3% gross distributed in ½ shares to new hires for 2014-15, otherwise full shares
2015-16	Up to 3% merit
2016-17	Up to 3% merit

Merit will be calculated using the Evaluation Rubrics as follows:

	Plus <b>.2%</b> Highly Effective	1.80% Effective	Less <b>.2%</b> Improvement Necessary
1 Student Growth		X	
2 Local District Goals		X	
3 Educational Leadership		X	
4 School Culture, Inst. Prog.		X	
5 School Management		X	
6 School & Community		X	
7 Integrity and Ethics		X	
8 Social and Cultural Contexts		X	

An administrator rated **effective** in every category will receive a 1.8% merit increase. The administrator will receive an additional .2% for each category rated **highly effective**, up to a maximum of 3.0%. Each category of **improvement necessary** will reduce the increase by .2%

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