

THE STATE OF NEW HAMPSHIRE
SUPREME COURT

No. 2019-0500

Contoocook Valley School District		The State of New Hampshire
Winchester School District		New Hampshire Department
Mascenic School District		of Education
Monadnock School District	v.	Christopher T. Sununu
Myron Steere, III		Frank Edelblut
Richard Cahoon		
Richard Dunning		

APPEAL PURSUANT TO RULE 7 FROM THE JUDGMENT OF THE
CHESHIRE COUNTY SUPERIOR COURT

ANSWERING BRIEF FOR THE DEFENDANTS

THE STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE DEPARTMENT OF EDUCATION
CHRISTOPHER T. SUNUNU
FRANK EDELBLUT

By their attorneys,

GORDON J. MACDONALD
Attorney General

Daniel E. Will, Bar #12176
Solicitor General

Anthony J. Galdieri, Bar #18594
Senior Assistant Attorney General

Lawrence M. Edelman, Bar #738
Assistant Attorney General

Samuel R.V. Garland, Bar #266273
Assistant Attorney General

New Hampshire Department of Justice
33 Capitol Street, Concord, NH 03301
603-271-3658

(Oral Argument Requested: 15 minutes)

TABLE OF CONTENTS

TABLE OF AUTHORITIES	4
ISSUES PRESENTED.....	7
STATEMENT OF THE FACTS AND OF THE CASE	8
SUMMARY OF THE ARGUMENT	10
ARGUMENT	15
I. THE TRIAL COURT APPLIED THE WRONG ANALYTICAL FRAMEWORK.....	15
II. THE PLAINTIFFS NEITHER PLEADED NOR PROVED THE DEPRIVATION OF A FUNDAMENTAL RIGHT.....	21
A. The Court cannot assume the deprivation of a fundamental right in this case.....	21
B. The plaintiffs did not plead an actual deprivation of a fundamental right.	23
C. The plaintiffs did not introduce admissible evidence to support their claims.	24
D. Even if the plaintiffs’ affidavits contained minimally relevant evidence, the plaintiffs were still not entitled to summary judgment in their favor.	30
III. THE PLAINTIFFS HAVE NOT IDENTIFIED ANY REVERSIBLE ERROR COMMITTED BY THE TRIAL COURT	36
A. The trial court properly dismissed the individual-capacity claims.	36
B. The trial court correctly rejected the plaintiffs’ facial challenge.	37
C. It was well within the trial court’s discretion to deny the plaintiffs’ request for injunctive relief.....	39
D. The trial court did not err by declining to reach the plaintiffs’ claim under Part II, Article 5.	41
CONCLUSION	43

CERTIFICATE OF COMPLIANCE.....	44
CERTIFICATE OF SERVICE.....	45
APPENDIX TABLE OF CONTENTS.....	46

TABLE OF AUTHORITIES

Cases

<i>Amgen Inc. v. Harris</i> , 136 S. Ct. 758 (2016)	16
<i>Anderson v. Estate of Wood</i> , 171 N.H. 524 (2018)	16
<i>Appeal of Morrissey</i> , 165 N.H. 87 (2013)	40
<i>Boyle v. Dwyer</i> , 172 N.H. 548 (2019)	22
<i>Camire v. Gunstock Area Comm’n</i> , 166 N.H. 374 (2014).....	18
<i>Cnty. Res. for Justice, Inc. v. City of Manchester</i> , 154 N.H. 748 (2007) ...	23
<i>Ezell v. City of Chicago</i> , 651 F.3d 684 (7th Cir. 2011)	37
<i>Granite State Mgmt. & Res. v. City of Concord</i> , 165 N.H. 277 (2013)	30, 38
<i>Greater Baltimore Ctr. for Pregnancy Concerns, Inc. v. Mayor & City Council of Baltimore</i> , 721 F.3d 264 (4th Cir. 2013).....	35
<i>Guy J. v. Comm’r</i> , N.H. Dep’t of Educ., 131 N.H. 742 (1989).....	40
<i>Hafer v. Melo</i> , 502 U.S. 21 (1991)	36
<i>In re Public Serv. Co.</i> , 130 N.H. 265 (1988)	15
<i>J.G.M.C.J. Corp. v. C.L.A.S.S., Inc.</i> , 155 N.H. 452 (2007)	32
<i>Jeffrey v. City of Nashua</i> , 163 N.H. 683 (2012).....	30
<i>Laconia Bd. of Educ. v. City of Laconia</i> , 111 N.H. 389 (1971).....	15
<i>Londonderry Sch. Dist. SAU #12 v. State</i> , 157 N.H. 734 (2008).....	42
<i>Londonderry School District SAU No. 12 v. State</i> , 154 N.H. 153 (2006)	passim
<i>Long v. Long</i> , 136 N.H. 25 (1992).....	32
<i>MacDonald v. Jacobs</i> , 171 N.H. 668 (2019)	39
<i>McGuire v. Reilly</i> , 386 F.3d 45 (1st Cir. 2004).....	37
<i>Mitchell v. Sullivan Cty. Super. Court</i> , 116 N.H. 141 (1976).....	40

<i>Nashua Hous. Auth. v. Wilson</i> , 162 N.H. 358 (2011).....	21
<i>Pers. Adm’r of Mass. v. Feeney</i> , 442 U.S. 256 (1979)	22
<i>Sabinson v. Trustees of Dartmouth Coll.</i> , 160 N.H. 452 (2010).....	33
<i>Schaffer ex rel. Schaffer v. Weast</i> , 546 U.S. 49 (2005)	16, 21
<i>State v. Gross-Santos</i> , 169 N.H. 593 (2017).....	17
<i>State v. Hollenbeck</i> , 164 N.H. 154 (2012)	37
<i>State v. Lilley</i> , 171 N.H. 766 (2019).....	21, 22, 37
<i>Stewart v. Bader</i> , 154 N.H. 75 (2006)	32, 33
<i>United States v. Marcavage</i> , 609 F.3d 264 (3d Cir. 2010).....	37
<i>Ysursa v. Pocatello Educ. Ass’n</i> , 555 U.S. 353 (2009)	22

Statutes

Laws 2008, ch. 173	25
RSA 193-E:2-a	8, 16, 24, 25
RSA 193-E:2-1	28
RSA 198:40-a	passim
RSA 198:42	36
RSA 198:42, II.....	36
RSA 491:8-a, II.....	23, 30, 31
RSA 491:8-a, III	23, 30, 32

Rules

<i>N.H. R. Ev.</i> 401	24, 27, 29
<i>N.H. R. Ev.</i> 401(b)	29

Constitutional Provisions

N.H. Const. Pt. 2, Art. 5	passim
N.H. Const. Pt. 2, Art. 41	36
N.H. Const. Pt. 2, Art. 83	8

ISSUES PRESENTED

The State of New Hampshire, the New Hampshire Department of Education (“DOE”), the Governor, and the Commissioner of the DOE (collectively “the State”) incorporate by reference the Issues Presented in their opening brief. The plaintiffs’ cross-appeal presents the following additional issues:

I. Whether the trial court properly dismissed the plaintiffs’ individual-capacity claims when they sought no relief that could be imposed against the Governor and Commissioner individually.

II. Whether the trial court properly rejected the plaintiffs’ facial challenge to RSA 198:40-a when neither the statutory text nor the record evidence demonstrated that it could not be constitutionally applied.

III. Whether the trial court unsustainably exercised its discretion by denying the plaintiffs’ request for an injunction in light of this Court’s past education-funding jurisprudence and the plaintiffs’ failure to prove entitlement to mandamus relief.

IV. Whether the trial court properly declined to reach the plaintiffs’ Part II, Article 5 claim when that claim assumed the deficiency of the current per-pupil cost, the plaintiff school districts never asserted an unconstitutional variance between their own local tax rates, and this Court has previously declined to reach ancillary claims until the legislature has had an opportunity to act.

STATEMENT OF THE FACTS AND OF THE CASE

The State incorporates by reference the Statement of the Facts and of the Case in its opening brief. DB 14-21.¹ In short, this case involves a challenge by the Contoocook Valley (“ConVal”), Winchester, Mascenic, and Monadnock School Districts and three ConVal board members (collectively “the plaintiffs”) to RSA 198:40-a. DB 14-16. That statute establishes the per-pupil cost of delivering the “substantive educational program” required for an “adequate education,” as defined in RSA 193-E:2-a. The plaintiffs contended below that RSA 198:40-a violates Part II, Articles 83 and 5 of the New Hampshire Constitution, because it does not fund certain costs for: (1) transportation; (2) teacher-benefits; (3) school nurse personnel; (4) superintendent services; (5) food services; and (6) facilities operation and maintenance. DAI 9-12. The plaintiffs also contended that the teacher-student ratios built into the cost-funding formula were irrational. DAI 12-14.

¹ “DB __” refers to the State’s opening brief and page number.

“PB __” refers to the plaintiffs’ opposing brief and page number.

“AAB __” refers to the *amicus* brief filed by the American Civil Liberties Union of New Hampshire (the “ACLU”) and page number.

“SAB __” refers to the *amicus* brief filed by 25 school districts and the New Hampshire School Boards Association (the “*amici* school districts”) and page number.

“ABA __” refers to the State’s addendum appended to this brief and page number.

“DAO __” refers to the State’s appendix of appealed decisions and page number.

“DAI __” refers to volume I of the State’s appendix and page number.

“DAII __” refers to volume II of the State’s appendix and page number.

“DAIII __” refers to volume III of the State’s appendix and page number.

“PAI __” refers to volume I of the plaintiffs’ appendix and page number.

“Tr. __” refers to the transcript of the March 29, 2019 preliminary injunction hearing and page number.

The trial court placed this case on an expedited schedule, DAO 25-26, repeatedly rejected the State's contention that it required discovery into the plaintiff school districts' expenditures, DAO 19, 30-31, and suggested at one point that the State was merely trying to delay the proceedings, DAO 36, 38. On June 5, 2019, not even three months after the case commenced, the trial court issued a 98-page order, ruling for the plaintiffs in substantial part. *See generally* DAO 40-137. In that order, the trial court, *inter alia*, (1) denied the State's motions to dismiss and for summary judgment in most material respects; (2) granted the plaintiffs' motion for summary judgment in part; and (3) declared RSA 198:40-a unconstitutional as applied to the plaintiff school districts. *See generally* DAO 40-137. To reach this outcome, the trial court applied an anomalous "hybrid inquiry," which it described as "an as-applied analysis with extrinsic evidence, and an analysis of the statute's inherent unconstitutionality when applied to any school district, a facial inquiry." DAO 71-95; 143. The trial court declined to alter its decision on reconsideration. DAO 139-143.

This appeal followed.

SUMMARY OF THE ARGUMENT

This appeal, at its core, is about how the adversarial process should proceed. In the normal course, a plaintiff must both plead and prove its claims in order to prevail. The defendant may file a motion to dismiss, challenging the sufficiency of the plaintiff's allegations, and the trial court must determine whether the plaintiff's claims are viable under the applicable analytical framework. If they are not, then the defendant is entitled to dismissal. If they are, then the case is structured to allow for discovery into the factual bases for the plaintiffs' claims and any potential defenses. One or more party may move for summary judgment, arguing that it is entitled to judgment as a matter of law. If the plaintiff cannot offer any admissible evidence to support its claims, then summary judgment must enter for the defendant. And even if the plaintiff offers admissible evidence, it is not entitled to summary judgment unless the evidentiary record, when viewed in the light most favorable to the defendant, reveals no genuine issue of material fact.

The proceedings below bore little resemblance to this standard process. Rather, the trial court placed this case on an extraordinarily expedited schedule, where, in a matter of just eight weeks, the plaintiffs filed three separate petitions, the parties litigated the plaintiffs' request for a preliminary injunction, the State filed a comprehensive motion to dismiss, and the parties cross-moved for summary judgment. *See generally* DB 14-21. The trial court repeatedly rejected the State's assertion that it needed discovery into the plaintiff school districts' expenditures, DAO 19, 30-31, 138-139, and then collapsed the State's motion to dismiss and the parties'

cross-motions for summary judgment into a single, omnibus order, DAO 40-137. In that order, the trial court denied the State’s motion to dismiss even though the plaintiffs based their claims on incorrect legal premises and supported those claims with no well-pleaded allegations of fact. DAO 57-103. The trial court further denied the State’s motion for summary judgment even though the plaintiffs proffered no admissible evidence in support of their claims. DAO 103-133. The trial court then granted the plaintiffs’ motion for summary judgment when, at a minimum, genuine issues of material fact existed in the record. DAO 103-133. And with one limited exception, the trial court declined to reconsider its decision, leaving unaltered its declaration that RSA 198:40-a is unconstitutional as applied to the plaintiff school districts. DAO 138-145.

In reaching its decision, the trial court committed numerous manifest errors of law. Chief among these was its decision to supplant the proper analytical framework—which focuses on the sufficiency of the per-pupil cost as a whole without considering the underlying methodology and rationale—with its bespoke “hybrid inquiry.” DB 29-31, 39-44. The trial court further erred by concluding that the plaintiffs had alleged a deprivation of a fundamental right and had offered admissible evidence to support their claims. DB 32-39. These errors, viewed together or in isolation, require reversal and an entry of judgment in the State’s favor.

The plaintiffs’ justifications of this process in their opposing brief lack merit. The State did not waive its arguments with respect to the proper analytical framework, but rather maintained from the outset that determining the sufficiency of the current cost-funding formula required an analysis of the plaintiff school districts’ expenditures. *See e.g.*, Tr. 34, 46,

48, 71-72. The State repeatedly asked for, but was denied, discovery into that very issue. *See e.g.*, Tr. 34, 46, 48, 71-72; DAI 820; DAIII 195-201, 220-225; DAO 19, 30-31, 36, 38. The State further argued that the plaintiffs failed to plead or prove that they could not provide an adequate education on state funding alone. *See, e.g.*, DAI 285-287, 303, 813, 819-820, 827; DAII 4, 8; DAIII 167-169, 174-179, 181, 184-185, 187-188, 193-195, 198-199, 200-201, 209-211, 216-219, 221. And the State likewise argued in its reconsideration filings that the trial court’s analysis was unsupported by precedent and unworkable in practice. DAIII 209-211, 220-221. This more than sufficiently preserved this issue for review.

Analyzing the sufficiency of the per-pupil cost as a whole is also consistent with this Court’s decision in *Londonderry School District SAU No. 12 v. State*, 154 N.H. 153 (2006) (“*Londonderry*”). The plaintiffs do not challenge the statutory definition of an adequate education, and *Londonderry* does not support the proposition that a plaintiff can maintain a challenge to the cost-funding formula by focusing on its underlying methodology. The trial court therefore erred by fashioning and employing its “hybrid inquiry” rather than following this Court’s well-established rules of statutory interpretation and focusing on the sufficiency of the per-pupil cost itself.

This Court likewise cannot assume the deprivation of a fundamental right in this case. Contrary to the plaintiffs’ suggestion, and the ACLU and *amici* school districts’ express contention, RSA 198:40-a is not “obviously” inadequate. As the trial court acknowledged, it is “not apparent from the statute’s face that it could not, in some circumstances, provide sufficient funding.” DAO 106. The plaintiffs therefore had to plead and prove their

claims before the burden shifted to the State to justify the current cost-funding formula.

The plaintiffs' contention that they adequately alleged an actual deprivation of a fundamental right fails. The allegations identified in their brief were insufficient to defeat the State's motion to dismiss. The plaintiffs therefore failed to state a claim for relief. Accordingly, the State was entitled to dismissal.

The plaintiffs' assertion that their affidavits were admissible to prove their claims is also incorrect. The statutory definition of an adequate education does not include any of the services referenced in the plaintiffs' affidavits. In arguing otherwise, the plaintiffs' conflate the State's distinct obligations to "define an adequate education" and "determine its cost." *Londonderry*, 154 N.H. at 155. And the plaintiffs' reliance on Rule 401 of the New Hampshire Rules of Evidence is misplaced, both because the plaintiffs improperly assume a correlation between a school district's total expenditures and what it must spend on constitutional adequacy, and because the plaintiffs' affidavits speak only to the methodology underlying the per-pupil cost, not the sufficiency of that cost as a whole.

But even if the plaintiffs' affidavits did contain minimally relevant evidence, the record belies any suggestion that *they* were entitled to summary judgment. Those affidavits were not "uncontroverted," as the plaintiffs contend. Moreover, because the "data" in those affidavits were self-reported and did not distinguish between costs necessarily incurred to deliver constitutional adequacy and those incurred in excess of that baseline, there was at the very least a question as to what weight, if any, they should receive. The plaintiffs' contention that the State could have

conducted discovery into that issue is not credible in light of the way this case progressed. Accordingly, even if the State was not entitled to dismissal or summary judgment, the trial court at a minimum erred in granting summary judgment for the plaintiffs.

Finally, the plaintiffs have not identified any reversible error. The trial court properly dismissed the individual-capacity claims against the Governor and the Commissioner, as the plaintiffs did not seek any relief against them as individuals. The trial court also correctly rejected the plaintiffs' facial challenge to RSA 198:40-a, as the plaintiffs failed to prove the absence of a set of circumstances in which that statute could be constitutionally applied. It was further well within the trial court's discretion to deny the plaintiffs' request for injunctive relief, both in light of this Court's consistent deference to the legislature in school-funding cases and because the plaintiffs did not prove entitlement to what was, in substance, a request for mandamus relief. And the trial court similarly did not err in declining to reach the plaintiffs' Part II, Article 5 claim, both because that claim necessarily assumed that the per-pupil cost was deficient, which the plaintiffs did not prove, and because it is in keeping with this Court's precedents to defer ruling on ancillary claims until the legislature has had an opportunity to act.

ARGUMENT

I. THE TRIAL COURT APPLIED THE WRONG ANALYTICAL FRAMEWORK.

The plaintiffs maintain in their brief that they could demonstrate the deprivation of the fundamental right to an adequate education by focusing on purported flaws in how the legislature developed the current cost-funding formula. PB 75-81. They are incorrect. As discussed the State’s opening brief, the methodology behind the per-pupil cost set forth in RSA 198:40-a is not relevant to the constitutionality of that cost. *See* DB 29-31, 39-43. The plaintiffs’ focus on that methodology is therefore misplaced.

This Court has previously rejected similar methodology-based analyses, both implicitly in the education-funding context, *see Laconia Bd. of Educ. v. City of Laconia*, 111 N.H. 389, 390-94 (1971), and explicitly in the analogous context of ratemaking, *see, e.g., In re Public Serv. Co.*, 130 N.H. 265, 275 (1988) (*Souter, J.*). This Court has signaled that the proper analysis instead focuses on the adequacy of the total funding amount without considering the underlying methodology or rationale. *See Laconia Bd. Ed.*, 111 N.H. at 393-94 (placing the burden on the school board to demonstrate that the actual funding received was insufficient to deliver the statutorily mandated public education); *see also In re Public Serv. Co.*, 130 N.H. at 275 (“[T]he constitution is only concerned with the end result of a rate order; *i.e.*, that it be just and reasonable. . . . [T]he particular ratemaking methodology employed by the regulatory agency is, for the most part, constitutionally irrelevant.”). This analysis makes sense, because it affords the legislature the necessary flexibility to make important

funding decisions without fear that some perceived flaw in the deliberative process will threaten the entire funding scheme. It also avoids transforming courts into auditors of the deliberative process by limiting the judicial inquiry to the product of that process. It is therefore in keeping with how this Court typically analyzes statutes, focusing on the language of the statute itself absent ambiguous statutory text. *See Anderson v. Estate of Wood*, 171 N.H. 524, 528 (2018).

Thus, as explained in the State’s opening brief, the operative question should have been whether the per-pupil cost set forth in RSA 198:40-a is sufficient to fund an adequate education, as defined in RSA 193-E:2-a, within the plaintiff school districts. Neither the plaintiffs nor the trial court conducted that analysis. Instead, the plaintiffs sought expedited relief based solely on alleged flaws in the methodology behind the per-pupil cost, without ever addressing whether that cost itself is adequate. As “the masters of their complaint,” *Amgen Inc. v. Harris*, 136 S. Ct. 758, 760 (2016) (*per curiam*), the plaintiffs were free to make this choice. But they also “b[ore] the risk of failing to prove their claims.” *Schaffer ex rel. Schaffer v. Weast*, 546 U.S. 49, 56 (2005). By focusing solely on methodology, the plaintiffs failed to prove that the per-pupil cost is *itself* insufficient to fund an adequate education. The State was therefore entitled to judgment as a matter of law.

In their opposing brief, the plaintiffs contend that the State failed to preserve this argument. PB 74 n.5, 83 n.7. This contention is incorrect. From the outset, the State argued that determining the RSA 198:40-a’s constitutionality required an analysis of the plaintiff school districts’ expenditures. *See e.g.*, Tr. 34, 46, 48, 71-72. Indeed, the State repeatedly

argued that it needed discovery into this very issue. *See e.g.*, Tr. 34, 46, 48, 71-72; DAI 820; DAIII 195-201, 220-225. The trial court rejected that argument, accepting the plaintiffs’ contention that they could demonstrate a constitutional violation based solely on purported “flaws” in the methodology behind RSA 198:40-a. *See, e.g.*, DAO 22, 30, 47, 63, 105-115, 124, 134, 138. The State also consistently argued that the plaintiffs had neither pleaded nor proved that they could not provide an adequate education on State funding alone. *See, e.g.*, DAI 285-287, 303, 813, 819-820, 827; DAII 4, 8; DAIII 167-169, 174-179, 181, 184-185, 187-188, 193-195, 198-199, 200-201, 209-211, 216-219, 221. The State likewise argued in its motion for reconsideration that the trial court’s analysis improperly required the cost-funding formula to “strictly align” with the statutory definition of an “adequate education,” which would result in courts “audit[ing] and second-guess[ing] the legislature’s work against no objective, discernible standards.” DAIII 209-211. The State further argued in its reply to the objection to that motion that “whether the education funding the State currently provides meets its constitutional obligation” requires an assessment of “what portions of [a school district’s] costs were necessary to deliver the opportunity for an adequate education and what portions exceeded that constitutional minimum.” DAIII 220, 221.

Thus, the State presented the trial court with ample opportunity to rule on the proper analytical framework and to correct its errors before the State sought appellate review. That is all that is required for preservation. *State v. Gross-Santos*, 169 N.H. 593, 598 (2017). That the State did not cite the precise cases referenced in its opening brief does not alter this fact.

The plaintiffs' contention that the State did not preserve this issue accordingly fails.²

The plaintiffs alternatively argue that focusing on the adequacy of the total cost, rather than the underlying methodology, is incompatible with *Londonderry*. They assert that such an analysis renders “[t]he demarcation of what is constitutional adequacy and what is ancillary . . . entirely inscrutable,” which *Londonderry* does not permit. PB 93 n.7. They further suggest that it is appropriate to scrutinize the methodology behind the funding formula in light of this Court’s statement in *Londonderry* that “[w]hatever the State identifies as comprising constitutional adequacy it must pay for.” PB 82, 97 (quoting *Londonderry*, 154 N.H. at 162). They therefore contend that they could demonstrate that RSA 198:40-a is unconstitutional by showing that the State is not fully funding some particular component of the core educational program the legislature established.

This argument incorrectly assumes that the services in question fall within the definition of an adequate education in the first place. As discussed in the State’s opening brief, DB 44-46, and in Section II.C. below, they do not. But even setting that aside, this Court did not hold in *Londonderry* that the State’s cost-funding formula must strictly align with the definition of an adequate education such that the failure to specifically

² Even if the State did not preserve this issue, this Court should still consider it. The preservation rule “is not absolute,” and this Court has declined to apply it to potentially dispositive questions of law, particularly when the parties have addressed those questions on appeal. *Camire v. Gunstock Area Comm’n*, 166 N.H. 374, 377 (2014). In this case, the proper analytical framework is a potentially dispositive question, both parties have addressed it on appeal, and resolving it would provide necessary guidance on the scope of the judicial inquiry.

appropriate funding for some service falling within that definition dooms the formula as a whole. In suggesting otherwise, the plaintiffs conflate the State’s distinct obligations to “define an adequate education” and “determine its cost,” *Londonderry*, 154 N.H. at 155, by assuming that if the legislature has not expressly appropriated funding for a particular service, then the cost-funding formula necessarily does not cover it. Nothing in *Londonderry* supports this assumption, which defies logic and imposes an unworkable standard on the legislature. *See* DB 29-31, 39-43.

Rather, *Londonderry* stands for the proposition that the State is required to fund whatever core educational program the legislature adopts when defining an adequate education. This proposition is wholly consistent with an analytical framework that focuses on whether the total per-pupil cost set forth in RSA 198:40-a is sufficient to fund that core educational program in a particular school district. And that framework is consistent with the analysis this Court has employed in analogous contexts, and how it typically analyzes statutes. The plaintiffs’ reliance on *Londonderry* is therefore misplaced, as is their focus on the methodology behind the funding formula to prove their constitutional claims.

In their briefs, the ACLU and the *amici* school districts make little meaningful effort to defend the trial court’s methodology-based approach. Indeed, the *amici* school districts recognize the one might “disagree[] with the path the trial court took to reach the conclusion that the current funding formula is irrational and insupportable” SAB 20. And while the ACLU attempts to justify the trial court’s “hybrid inquiry,” AAB 13-17, it does so by arguing that this inquiry is consistent with “heightened standards of constitutional scrutiny,” AAB 13, which it acknowledges only apply

when a plaintiff makes a threshold showing of an actual deprivation of a fundamental right, AAB 9. Though both the ACLU and the *amici* school districts appear to contend that the trial court could assume such a deprivation in this case—an argument this Court should reject for the reasons stated in the next section—it is telling that even they focus on the per-pupil cost itself, and not the underlying methodology.

II. THE PLAINTIFFS NEITHER PLEADED NOR PROVED THE DEPRIVATION OF A FUNDAMENTAL RIGHT.

A. The Court cannot assume the deprivation of a fundamental right in this case.

Throughout this litigation, the plaintiffs have sought to diminish their burdens to plead and prove their claims by suggesting that strict scrutiny automatically applies, and that the onus is therefore on the State to justify the current cost-funding formula. *See, e.g.*, PAI 5-6, 35-37, 310, 312-313. To this end, the plaintiffs assert in their opposing brief that “[t]he State conspicuously does not argue that it fully funds an adequate education,” PB 66, and that “the State never identified a single school district that is able to provide an adequate education with the funding provided by RSA 198:40-a,” PB 74 n.5. The ACLU and *amici* school districts raise similar arguments in their respective briefs, *see, e.g.*, AAB 6, 9-13; SAB 15-16, while suggesting that the plaintiffs did not need to prove their claims at all because the cost-funding formula is “obviously” inadequate, *see* AAB 9; SAB 8, 15-16, 19-20, 22, 38-41, 45.

Simply put, that is not how the adversarial process works. Rather, “[i]n a civil action the burden of proof is generally on the plaintiff to establish its case by a preponderance of the evidence.” *Nashua Hous. Auth. v. Wilson*, 162 N.H. 358, 361 (2011) (citation and quotation marks omitted). Put differently, “plaintiffs bear the risk of failing to prove their claims.” *Schaffer*, 546 U.S. at 56. This general rule, endemic to our legal system, applies with equal force to constitutional claims. *See State v. Lilley*, 171 N.H. 766, 776 (2019) (“For limitations upon a fundamental right

to be subject to strict scrutiny, there must be an actual deprivation of that right.”).

In other words, the plaintiffs had to first plead *and* then prove in the first instance an actual deprivation of a fundamental right in order to trigger heightened scrutiny. *See id.* Only then would the burden shift to the State to justify the current cost-funding formula. *See id.* at 773. Contrary to ACLU and *amici* school districts’ suggestion, this is not a case where the challenged law so clearly violates a fundamental right that it is presumptively invalid. *See, e.g., Ysursa v. Pocatello Educ. Ass’n*, 555 U.S. 353, 358 (2009) (“Restrictions on speech based on its content are ‘presumptively invalid’ and subject to strict scrutiny.”); *Pers. Adm’r of Mass. v. Feeney*, 442 U.S. 256, 272 (1979) (“A racial classification, regardless of purported motivation is presumptively invalid and can be upheld only upon an extraordinary justification.”). Indeed, the trial court itself acknowledged that RSA 198:40-a “could not be determined constitutional or unconstitutional solely from its language,” DAO 143, and that it was “not apparent on the statute’s face that it could not, in some circumstances, provide sufficient funding,” DAO 106.

Thus, the trial court could not relieve the plaintiffs of their twin burdens to plead and prove their claims. Nor can this Court. Rather, this Court must determine as an initial matter whether the plaintiffs sufficiently alleged a deprivation of a fundamental right under the familiar standard governing motions to dismiss. *See, e.g., Boyle v. Dwyer*, 172 N.H. 548, 553 (2019). If they did, then the Court must assess whether the plaintiffs

proved such a deprivation with competent, admissible evidence. *See* RSA 491:8-a, II, III. In this case, the plaintiffs did neither.³

B. The plaintiffs did not plead an actual deprivation of a fundamental right.

The trial court concluded that the plaintiffs had “unquestionably” pleaded an actual deprivation of a fundamental right based solely on paragraph 24 of their second amended petition.⁴ Paragraph 24 states: “The State does not currently provide sufficient funds for each and every school district to provide a constitutionally adequate education.” DAI 374. As explained in the State’s opening brief, this statement is a legal conclusion as to the ultimate issue, which is not entitled to an assumption of truth. DB 32-33. The trial court therefore could not rely on it as a basis for denying dismissal.

In their opposing brief, the plaintiffs argue that paragraph 24 contains “a factual allegation buttressed by [the plaintiffs’] subsequent, specific allegations as to the ways in which the State’s current funding falls short.” PB 68. As the plaintiffs acknowledge, however, those “subsequent, specific allegations” are merely a series of statements that the State underfunds various services that the plaintiffs believe fall within the

³ The plaintiffs and the ACLU contend that RSA 198:40-a would fail even under intermediate scrutiny. This argument ignores that intermediate scrutiny is only triggered when a plaintiff can make a threshold showing of an “infringement of . . . an important substantive right.” *Cnty. Res. for Justice, Inc. v. City of Manchester*, 154 N.H. 748, 758 (2007) (citation and quotation marks omitted). Only then does the burden shift to the government. *See id.* at 764.

⁴ As noted in the State’s opening brief, the trial court originally cited paragraph 14, DAO 67, but clarified on reconsideration that it meant paragraph 24, DAO 144.

definition of an adequate education. PB 67. Because the proper analytical framework focuses on the per-pupil cost as a whole, and not the underlying methodology, these statements, even when assumed true, do not “buttress” the conclusory assertion in paragraph 24. And, in any event, the services in question do not fall within the definition of an adequate education at all, as discussed in the State’s opening brief and in the next section. The plaintiffs therefore failed to assert any well-pleaded facts supporting an inference that the per-pupil cost itself is insufficient. Accordingly, the trial court should have granted the State’s motion to dismiss.

C. The plaintiffs did not introduce admissible evidence to support their claims.

The State explained in detail in its opening brief how the plaintiffs failed, as a matter of law, to prove an actual deprivation of a fundamental right. DB 33-39. The plaintiffs attempt to resist this conclusion on two grounds. First, the plaintiffs contend that the definition of an “adequate education” includes each of the services in question, and that the State is therefore obligated under *Londonderry* to fund those services in full. PB 73-82. Second, the plaintiffs contend that the affidavits they attached to their motion for summary judgment were admissible under Rule 401 because they have a tendency to make it more probable that the State is failing to meet that obligation. PB 70-73.

The plaintiffs’ contention that the services in question fall within the definition of an “adequate education” is incorrect for the reasons stated in the State’s opening brief. In short, the legislature has defined an adequate education in RSA 193-E:2-a by setting forth a core educational program

that comprises the constitutional minimum. *See* DB 44-45. Neither RSA 193-E:2-a nor the relevant administrative rules referenced in that statute mentions the services on which the plaintiffs’ base their case. *See* DB 45. Thus, these services are *ancillary* to the substantive educational program established by the legislature, and the State is not required to fund them. *See* DB 45-46.

The plaintiffs argue that these services are part of the legislature’s definition of an adequate education by operation of RSA 198:40-a. DB 73-74. They contend this is so because the Joint Committee funded some of the services in question, and the legislature adopted the Joint Committee’s recommendations and findings when promulgating RSA 198:40-a. *See* DB 73 (citing Laws 2008, ch. 173). But this argument once again conflates the State’s distinct obligations to “define an adequate education” and “determine its cost.” *Londonderry*, 154 N.H. at 155. The legislature satisfied the first of these obligations through RSA 193-E:2-a, and the definition it adopted does not include the services in question. To the extent the plaintiffs believe that the Constitution required the legislature to include those services within the definition it adopted, they were free to bring a challenge to the definition itself. They did not do so. The mere fact the legislature subsequently chose to fund certain services not mentioned in RSA 193-E:2-a does not mean that those services are imported into the definition.

Nothing in *Londonderry* compels a contrary conclusion. By contrast to this case, the plaintiffs in *Londonderry* brought challenges to both the statutory definition of an adequate education and the cost-funding mechanism. *See* 154 N.H. at 155. The Court reached only the first of these

issues, holding that the State had failed to *define* a constitutionally adequate education. *Id.* In doing so, the Court rejected the State’s argument that the challenged definition exceeded constitutional adequacy. *Id.* at 160. The Court reasoned that, in order to meet its obligation to define an adequate education, the State must “isolate what parts of the scheme comprise constitutional adequacy,” or else individuals and school districts “can[not] determine the distinct substantive content of a constitutionally adequate education.” *Id.*

These concerns are not implicated when, as here, a plaintiff challenges only the *cost* of an adequate education, and not the definition. Indeed, any such claim necessarily assumes the sufficiency of the underlying definition, or else it is not cognizable. *See id.* (noting that “the definition of a constitutionally adequate education is essential to all other issues, including the cost”). *Londonderry* makes clear that it is through the definition, not the cost, that the State must “isolate what parts of the scheme comprise constitutional adequacy.” *Id.* And once that definition is in place, it is possible to determine the substantive content of a constitutionally adequate education even if the State chooses to fund services outside of the definition itself. Thus, contrary to the plaintiffs’ suggestion, *Londonderry* does not support the proposition that services are imported into the definition simply because the State chose to fund them. Accordingly, the services in question here do not fall within the definition

of an adequate education, as explained in the State’s opening brief and above.⁵

The plaintiffs are also incorrect that the affidavits they attached to their motion for summary judgment were admissible under Rule 401. The plaintiffs contend that the affidavits were admissible under that rule because they have some tendency to show that the amount of funding the State provides is inadequate. PB 70-73. But the plaintiffs improperly assume that it is possible to infer the cost of a constitutionally adequate education from the total amount a school district chooses to spend. That assumption is based on a false equivalence.

As this Court recognized in *Londonderry*, the cost of an adequate education is an “objective determination” based on the “definition of constitutional adequacy crafted by the political branches.” 154 N.H. at 162. In contrast, the amount a particular school district might choose to spend on education depends on any number of subjective considerations unique to that school district, including, among other things, the school district’s particularized needs and the preferences of its voters. Thus, to infer the objective cost of an adequate education from an individual school district’s actual costs, one must have some idea as to how that school district spends its money. Otherwise, there is no way to isolate how much the school district expends on the core educational program. Indeed, this is no different than trying to determine the cost of an engine based solely on the sticker price of a car. Without additional information, it cannot be done.

⁵ Moreover, even if the legislature did not fully fund some particular component of an adequate education, this does not mean that the per-pupil cost *as a whole* is constitutionally deficient.

No such information exists in the present record. Consequently, this case presents the converse of the problem this Court identified in *Londonderry*. In *Londonderry*, the State had not isolated “what parts of the scheme comprise constitutional adequacy” such that a school district “c[ould] determine the distinct substantive content of a constitutionally adequate education.” *Id.* at 160. Here, *the school districts* have not isolated what they spend on the core educational program such that the State (and the Court) can determine whether that program can be fully funded under RSA 198:40-a. There is accordingly no way to discern from the plaintiffs’ affidavits whether the State is meeting its funding obligation. In other words, those affidavits make it neither more nor less probable that the current per-pupil cost is sufficient.

Unlike in *Londonderry*, the inability in this case to determine whether the State is meeting its funding obligation falls squarely on the plaintiffs. As discussed, the plaintiffs do not challenge the definition of an adequate education set forth in RSA 193-E:2-1. Using that definition, the plaintiffs could have isolated the costs they incur to fund the core educational program and compared them against the total per-pupil cost established in RSA 198:40-a. Indeed, this appears to be the type of analysis that, according to the *amici* school districts, two New Hampshire school districts have attempted to undertake. SAB 13-15.⁶ And, notably, it is also

⁶ The studies the *amici* school districts reference are not part of the record and were not tested through the adversarial process. This Court therefore cannot rely on them as evidence that the State is not meeting its funding obligation. They are telling in one respect, however: they suggest that the plaintiffs could have sought to prove their case by attempting to show that they spend more to deliver an adequate education than the State provides in funding. While the State certainly does not concede the soundness of that

the sort of analysis the State envisioned when it repeatedly declared that it needed discovery into how the plaintiff school districts spend their money. *See, e.g.*, Tr. 34, 46, 48, 71-72; DAI 820; DAIII 195-201, 220-225.

The plaintiffs, with the trial court's acquiescence, chose to forgo that analysis in favor of an argument based solely on their actual costs. The plaintiff school districts' actual costs do not bear on the sufficiency of the current per-pupil cost set forth in RSA 198:40-a. The plaintiffs' affidavits were therefore not admissible under Rule 401.

While this is dispositive, the plaintiffs' reliance on Rule 401 is further misplaced because, even under the plaintiffs' view of their affidavits, they did not contain evidence that had a tendency to make a fact that is "of consequence in determining the action" more or less probable. *N.H. R. Ev.* 401(b). Most of the actual costs in the plaintiffs' affidavits reflect expenditures the plaintiff school districts purportedly made on services they contend the State is required to fund. As discussed above, those services do not fall within the definition of an adequate education in the first place. And, regardless, the methodology behind the cost-funding formula does not speak to whether the per-pupil cost, as a whole, is sufficient. Accordingly, the amount the plaintiff school districts spend on specific services or a particular school district's teacher-student ratio is of no consequence in determining whether the State is meeting its funding

approach, the studies at least reflect a theoretical path available to the plaintiffs that they chose not to take.

obligation. For this reason, too, the plaintiffs' affidavits were not relevant under Rule 401, and were thus inadmissible to prove their claims.⁷

D. Even if the plaintiffs' affidavits contained minimally relevant evidence, the plaintiffs were still not entitled to summary judgment in their favor.

Even if the plaintiffs' affidavits contained evidence that was minimally relevant to their claims, the trial court still erred by entering summary judgment in their favor. When reviewing a motion for summary judgment, a court must "consider the affidavits and other evidence, and all inferences properly drawn therefrom, in the light most favorable to the non-moving party." *Jeffrey v. City of Nashua*, 163 N.H. 683, 685 (2012) (citation omitted). A party is only entitled to summary judgment when it can "show that there is no genuine issue as to any material fact and that [it] is entitled to judgment as a matter of law." RSA 491:8-a, III. The plaintiffs did not make such a showing in this case.

In their opposing brief, the plaintiffs contend that they were entitled to summary judgment because their affidavits contained admissible evidence that the State never refuted. In support of this argument, the plaintiffs point to RSA 491:8-a, II, which states in pertinent part:

The facts stated in [a movant's] accompanying affidavits shall be taken as admitted for the purposes of the motion, unless within 30 days contradictory affidavits based on personal

⁷ The plaintiffs contend that their affidavits contain statements demonstrating that the plaintiff school districts generally cannot provide an adequate education on the amount of funding the State provides. *See* PB 74 n.5 (citing DAI 579 ¶¶ 8-10, 801 ¶¶ 6-9, 802 ¶ 19, 806 ¶¶ 6-8, 809 ¶¶ 6-8). The referenced statements are wholly conclusory and therefore were not admissible to demonstrate that the per-pupil cost as a whole is constitutionally deficient. *See Granite State Mgmt. & Res. v. City of Concord*, 165 N.H. 277, 290 (2013).

knowledge are filed or the opposing party files an affidavit showing specifically and clearly reasonable grounds for believing that contradictory evidence can be presented at trial but cannot be furnished by affidavits.

The plaintiffs contend that the State never filed counter-affidavits in this case, and that their affidavits were therefore “uncontroverted.” The plaintiffs thus contend that, based on the facts stated in those affidavits, summary judgment in their favor was warranted.

This argument lacks merit for several reasons. For one, it is belied by the trial court record, which demonstrates that the plaintiffs’ affidavits were hardly “uncontroverted.” Indeed, the State attached to both its own summary judgment motion and its objection to the plaintiffs’ cross-motion the sworn affidavit of Caitlin Davis, Director of the Division of Education Analytics and Resources at the DOE. DAI 19-32; ABA 65-76. This affidavit, which was based on Ms. Davis’s personal knowledge, at the very least called into question the reliability of the data contained in the exhibits attached to the plaintiffs’ pleadings and their motion for summary judgment. *See* DAI 19-32; ABA 65-76. As explained in the State’s opening brief, those data were the same or substantially similar to the data contained in the plaintiffs’ affidavits. DB 19, 35-37. The plaintiffs acknowledge as much in their opposing brief. PB 69-70. Accordingly, Ms. Davis’s affidavit constituted a contradictory affidavit, based on personal knowledge, that was timely filed, satisfying the requirements of RSA 491:8-a, II.

But even if it did not, the plaintiffs still would not be entitled to summary judgment based solely on their own affidavits. “[S]ummary

judgment is to be granted or denied based on the entire record before the court.” *Long v. Long*, 136 N.H. 25, 28 (1992) (citation and quotation marks omitted). When ruling on a motion for summary judgment, a court may consider “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits filed.” RSA 491:8-a, III. Importantly, a movant is “not entitled to summary judgment” when its “own affidavit reveal[s] genuine issues of material fact.” *Stewart v. Bader*, 154 N.H. 75, 85-86 (2006) (emphasis in original).

The State repeatedly explained in its filings below that the data in the plaintiffs’ exhibits and affidavits were not reliable, competent, or admissible to prove their claims because those data were self-reported by the school districts themselves and did not distinguish between costs necessarily incurred to provide an adequate education and those incurred in excess of that constitutional baseline. *See generally* DBII 3-16; DBIII 167-188, 194-205, 217. The State also consistently noted that additional information was needed on how the plaintiff school districts spent their money in order to determine whether they could deliver an adequate education on State funding alone. *See e.g.*, Tr. 34, 46, 48, 71-72; DAI 820; DAIII 195-201, 220-225. Contrary to the plaintiffs’ suggestion, these representations did not constitute the sort of “mere denials or vague and general allegations of expected proof” that are insufficient to defeat a motion for summary judgment. *J.G.M.C.J. Corp. v. C.L.A.S.S., Inc.*, 155 N.H. 452, 458 (2007). Rather, they demonstrated with specificity why, at a minimum, there was a significant question whether plaintiffs’ evidence was sufficient to prove their claims.

Put differently, if the State had cross-examined the plaintiffs' affiants on these issues at trial, a reasonable trier of fact could have concluded that the plaintiffs failed to meet their burden of proof without the State introducing *any* evidence at all. The trial court appeared to acknowledge as much with respect to the plaintiffs' exhibits, concluding that it could not consider them on summary judgment because there were disputes as to their weight and materiality. DAO 104. The trial court should have at the very least reached the same conclusion with respect to the plaintiffs' affidavits, as explained in the State's opening brief. DB 35-39. Indeed, the plaintiffs themselves contend that the State's arguments as to their affidavits go to the weight those affidavits should be given. PB 71.

When assessing a motion for summary judgment, a trial court "cannot weigh the contents of the parties' affidavits and resolve factual issues, but must determine whether a reasonable basis exists to dispute the facts claimed in the moving party's affidavits at trial." *Sabinson v. Trustees of Dartmouth Coll.*, 160 N.H. 452, 460 (2010). "[I]f so, the trial court must deny the motion for summary judgment." *Id.* In this case, when considering the entire record before the trial court, there was at least a genuine issue whether the plaintiffs' affidavits were sufficient to demonstrate an actual deprivation of a fundamental right. Thus, the plaintiffs' "own affidavit[s] reveal[ed] genuine issues of material fact." *Stewart*, 154 N.H. at 85-86. This precluded an entry of summary judgment in their favor.

Summary judgment was further inappropriate given that State was deprived any meaningful opportunity to conduct discovery. *See* DB 47-48. In their opposing brief, the plaintiffs contend that this was the result of

“[t]he State’s own litigation strategy,” PB 73, and that the State could have conducted discovery but never did so, PB 57, 72-73. This argument cannot be taken seriously. As discussed above, this case proceeded on an extraordinarily expedited schedule. Over the course of just eight weeks, the plaintiffs filed three separate petitions, the parties litigated the plaintiffs’ request for a preliminary injunction, the State filed a comprehensive motion to dismiss, and the parties cross-moved for summary judgment. All the while, the State repeatedly indicated that it needed discovery into how the school districts spent their money, only to be rebuffed at every turn. DB 15-20. In its order denying the plaintiffs’ motion for a preliminary injunction, the trial court expressly rejected the suggestion that “this case might require significant discovery,” noting that “the factual and discovery issues, *if any*, are very disc[rete] and well defined.” DAO 21 n.13 (emphasis added). The trial court reiterated this position when denying the State’s motion to strike, going so far as to suggest that the State was trying “to delay the litigation and disrupt the Court’s ordered timeline.” DAO 36. The trial court then issued its omnibus merits order not even three months after the case commenced. DAO 40-137. And the trial court rejected the State’s argument in its motion for reconsideration that it was a manifest error of law to reach summary judgment without first giving the State the opportunity to develop and discover evidence bearing on the plaintiffs’ claims. DAO 138-139; DAIII 195-201, 220-225.

Under these circumstances, any suggestion that the State’s own conduct deprived it of discovery is not credible. Thus, even if the plaintiffs’ affidavits were admissible—and they were not—the trial court erred by entering summary judgment in the plaintiffs’ favor without first

affording the State the opportunity to conduct discovery into their claims.
See Greater Baltimore Ctr. for Pregnancy Concerns, Inc. v. Mayor & City Council of Baltimore, 721 F.3d 264, 280 (4th Cir. 2013).

III. THE PLAINTIFFS HAVE NOT IDENTIFIED ANY REVERSIBLE ERROR COMMITTED BY THE TRIAL COURT

A. The trial court properly dismissed the individual-capacity claims.

The plaintiffs contend that the trial court erred in dismissing their individual-capacity claims. They are incorrect. The distinction between official- and individual-capacity claims “is best understood as a reference to the capacity in which the state officer is sued” *Hafer v. Melo*, 502 U.S. 21, 26 (1991). An individual-capacity claim “seek[s] to impose individual liability upon a governmental officer for actions taken under color of state law.” *Id.* at 25. In contrast, an official-capacity claim “generally represent[s] . . . another way of pleading an action against an entity of which an officer is an agent.” *Id.* (citation and quotation marks omitted).

In this case, the plaintiffs did not seek damages or any other relief that could be imposed against the Governor or the Commissioner as individuals. Rather, they sought to conform the Governor and Commissioner’s conduct to their interpretation of New Hampshire law. To that end, the second amended petition specifically references the Governor’s constitutional responsibility to ensure “the faithful execution of the laws,” N.H. Const. Pt. 2, Art. 41, his statutory authority to “draw a warrant from the education trust fund,” RSA 198:42, II, and the Commissioner’s responsibilities under RSA 198:42 with respect to the distribution of adequate education grants. DAI 373-374, 393-394. These are, quintessentially, official functions, and any relief the plaintiffs could

have received would extend to the Governor and Commissioner solely due to rights and responsibilities bestowed and imposed upon them by virtue of the offices they hold. The plaintiffs accordingly failed to state individual-capacity claims against either the Governor or the Commissioner, and the trial court correctly dismissed those claims.

B. The trial court correctly rejected the plaintiffs’ facial challenge.

The trial court also correctly rejected the plaintiffs’ facial challenge to RSA 198:40-a. “To prevail on a facial challenge, the challenger must establish that no set of circumstances exists under which the challenged statute or ordinance would be valid.” *Lilley*, 171 N.H. at 772. “A facial challenge is a head-on attack of a legislative judgment, an assertion that the challenged statute violates the Constitution in all, or virtually all, of its applications.” *State v. Hollenbeck*, 164 N.H. 154, 158 (2012) (citation and quotation marks omitted). The trial court concluded it was “not apparent on the statue’s face that it could not, in some circumstances, provide sufficient funding.” DAO 106. This conclusion was manifestly correct for the reasons stated in Section II.A. above. Accordingly, the plaintiffs’ facial challenge necessarily failed. *See United States v. Marcavage*, 609 F.3d 264, 273 (3d Cir. 2010) (“A facial attack tests a law’s constitutionality based on its text alone and does not consider the facts or circumstances of a particular case.”); *Ezell v. City of Chicago*, 651 F.3d 684, 697 (7th Cir. 2011) (“In a facial constitutional challenge, individual application facts do not matter.”); *McGuire v. Reilly*, 386 F.3d 45, 57 (1st Cir. 2004) (stating

that a facial challenge “turns not on the historical facts of how the statute has been applied, but on the words of the statute”).

But this would remain true even if the trial court could have considered extrinsic evidence when assessing the plaintiffs’ facial challenge. Assuming *arguendo* that the plaintiffs proved their as-applied claims, they still failed to provide any competent evidence that *no* New Hampshire school district can deliver an adequate education on the current per-pupil cost. The eleven exhibits attached to the plaintiffs’ pleadings and their summary judgment filings were insufficient to make that showing for the reasons stated in the State’s opening brief and above: namely, because the plaintiffs’ affiants lacked personal knowledge to testify as to the data in those exhibits and because those data were self-reported and aggregated, rendering it impossible to strip out *non-mandated* expenditures and determine what any particular school district was spending to deliver the core educational program. The bundle of conclusory statements as to statewide funding in the plaintiffs’ affidavits failed for these same reasons, but also because those statements are nothing more than “legal conclusions and expressions of purely personal opinion [that cannot] entitle a party to summary judgment.” *Granite State Mgmt. & Res. v. City of Concord*, 165 N.H. 277, 290 (2013) (citation, quotation marks, and bracketing omitted)). Accordingly, the record contains *no* evidence demonstrating that RSA 198:40-a is unconstitutional in all or virtually all of its applications. The plaintiffs’ facial challenge therefore fails even when looking beyond the statutory text.

C. It was well within the trial court’s discretion to deny the plaintiffs’ request for injunctive relief.

The plaintiffs’ contention that the trial court erred by failing to grant their request for injunctive relief likewise fails. This Court “review[s] the trial court’s decision whether to grant equitable relief for an unsustainable exercise of discretion.” *MacDonald v. Jacobs*, 171 N.H. 668, 679 (2019). “The party asserting that a trial court order is unsustainable must demonstrate that the ruling was unreasonable or untenable to the prejudice of [its] case.” *Id.* This Court thus “determine[s] whether the record establishes an objective basis sufficient to sustain the discretionary judgment made.” *Id.* If an objective basis exists, the judgment must be affirmed. *Id.*

As an initial matter, the plaintiffs were not entitled to *any* relief as a matter of law, as discussed in the State’s opening brief and above. But even assuming the trial court’s contrary conclusion was correct, it remained well within that court’s discretion to deny the plaintiffs’ request for injunctive relief. As the trial court observed, this Court has consistently deferred to the political branches to meet the State’s duty to deliver a constitutionally adequate education. DAO 134-135 (collecting cases). The plaintiffs have offered no persuasive reason why such deference was unreasonable or untenable in this case.

The plaintiffs’ apparent reliance on *Londonderry* is misplaced. While this Court suggested in *Londonderry* that deference “has its limits,” it nonetheless emphasized its concern that “any court not take over the legislature’s role in shaping educational and fiscal policy.” 154 N.H. at 163. Thus, even in *Londonderry*, this Court left it to its co-equal branches

to craft an appropriate remedy in the first instance. *Id.* *Londonderry* therefore cannot be read for the proposition that the trial court was *required* to order injunctive relief.

This is particularly true when considering what the plaintiffs actually requested: an order that the Governor and the Commissioner, using the plaintiffs' own cost-funding formula, remit to the plaintiff school districts tens of millions of dollars from the education trust fund. This request, though framed as one for an injunction, actually sought a writ of mandamus. *See Guy J. v. Comm'r*, N.H. Dep't of Educ., 131 N.H. 742, 747 (1989) (noting that there is "no substantial distinction between mandamus and a mandatory injunction directing the performance of official public duties"). This Court has long recognized that mandamus "is an extraordinary remedy," *Mitchell v. Sullivan Cty. Super. Court*, 116 N.H. 141, 141 (1976) (citations omitted), only available "where the petitioner has an apparent right to the requested relief and no other remedy will fully and adequately afford relief," *Appeal of Morrissey*, 165 N.H. 87, 94 (2013) (citation omitted). The plaintiffs did not satisfy that high burden here. Even assuming RSA 198:40-a is unconstitutional, it is by no means apparent that the plaintiffs' proposed formula—which is based entirely on self-reported, aggregated data and a process that the plaintiffs themselves contend was flawed—any more accurately reflects the actual cost of an adequate education. Nor is it clear that the legislature is incapable of crafting a cost-funding formula that satisfies constitutional adequacy. For these reasons, too, the trial court did not unsustainably exercise its discretion when denying the plaintiffs' request for injunctive relief.

D. The trial court did not err by declining to reach the plaintiffs' claim under Part II, Article 5.

Finally, the plaintiffs contend that the trial court erred by failing to reach their claim under Part II, Article 5. In that claim, the plaintiffs contend that the current cost-funding formula violates Part II, Article 5 because it results in an unconstitutional variance in property taxes from community to community. *See generally* DAI 370-395. According to the plaintiffs, this is because the Statewide Education Property Tax (“SWEPT”) does not raise sufficient funds to cover the actual cost of an adequate education throughout New Hampshire. DAI 374 ¶ 25, 386 ¶¶ 123-126, 390 ¶¶ 158 n.10. The trial court did not err in declining to reach this claim.

As the trial court noted, *see* DAO 125-126, the plaintiffs’ Part II, Article 5 claim necessarily depended on the sufficiency of the per-pupil cost set forth in RSA 198:40-a. The plaintiffs do not argue that SWEPT itself is applied unequally throughout the state. Rather, they contend that, “[b]ecause the State does not provide full funding for a constitutionally adequate education as the State has defined it, local communities need to raise taxes locally to be able to provide that education.” PB 90. Thus, their Part II, Article 5 claim assumes the insufficiency of the current per-pupil cost.

As discussed above, the plaintiffs never proved that the current per-pupil cost is constitutionally insufficient. For this reason alone, their Part II, Article 5 claim fails. But the claim likewise fails even if this Court sustains the plaintiffs’ as-applied challenges, as the plaintiffs have never argued in this case that a variance in the plaintiff school districts’ tax rates violates the Constitution. Thus, the trial court properly did not reach that

issue. And, even if the issue was properly before the trial court, it did not err by declining to reach it. Rather, because the decision to strike down RSA 198:40-a, even as applied, requires a legislative response, it is in keeping with this Court's school-funding jurisprudence to defer reaching the Part II, Article 5 claim until after the legislature has had an opportunity to act. *See, e.g., Londonderry*, 154 N.H. at 162 (staying all remaining issues so that the legislature could act); *see also Londonderry Sch. Dist. SAU #12 v. State*, 157 N.H. 734, 737 (2008) (dismissing the appeal as moot in light of the legislative response). For all of these reasons, it was not error for the trial court to decline to reach the Part II, Article 5 claim.⁸

⁸ The *amici* school districts attribute the trial court's decision not to reach this claim to the plaintiffs' "mislabeling of their challenge regarding disproportional property taxes, which was perhaps inappropriately styled as simply a challenge to SWEPT." SAB 36. They then reframe that claim and argue that, "[w]hile the trial court should have reached it in the first instance," this Court should reach it now. *See generally* SAB 36-45. The Court should decline this invitation, both for the reasons stated above and because the *amici* school districts are not parties to this case and do not have standing to amend the plaintiffs' claims. Nevertheless, the *amici* school districts acknowledge that if the State is sufficiently funding an adequate education through RSA 198:40-a, then even their recast Part II, Article 5 claim fails. *See, e.g.,* SAB 38 (arguing that "disproportionate local tax rates across the state . . . are used to raise funds to meet the State's adequacy duty *because* the State's adequacy formula is so deficient" (emphasis added)). In this case, the plaintiffs never proved that RSA 198:40-a fails to sufficiently fund an adequate education.

CONCLUSION

For the foregoing reasons, the State respectfully requests that this Honorable Court reverse the judgment below.

The State requests a fifteen-minute oral argument.

The State certifies that the appealed decisions are in writing and were included with the filing of the opening brief in a separate appendix, pursuant to *Sup. Ct. R. (3)(i)*.

Respectfully Submitted,

THE STATE OF NEW HAMPSHIRE,
NEW HAMPSHIRE DEPARTMENT
OF EDUCATION,
CHRISTOPHER T. SUNUNU, and
FRANK EDELBLUT

By its attorneys,

GORDON J. MACDONALD
ATTORNEY GENERAL

June 26, 2020

/s/ Daniel E. Will
Daniel E. Will, Bar #12176
Solicitor General

Anthony J. Galdieri, Bar #18594
Senior Assistant Attorney General

Lawrence M. Edelman, Bar #738
Assistant Attorney General

Samuel R.V. Garland, Bar #266273
Assistant Attorney General

New Hampshire Department of Justice
33 Capitol Street, Concord, NH 03301

CERTIFICATE OF COMPLIANCE

I, Daniel E. Will, hereby certify that pursuant to Rule 16(11) of the New Hampshire Supreme Court Rules, this brief contains approximately 9,405 words, excluding the table of contents, the table of authorities, and the texts of the pertinent laws and statutes, which is fewer than the words permitted by this Court's rules. Counsel relied upon the word count of the computer program used to prepare this brief.

June 26, 2020

/s/Daniel E. Will
Daniel E. Will

CERTIFICATE OF SERVICE

I, Daniel E. Will, hereby certify that a copy of the answering brief for the defendants shall be served through the New Hampshire Supreme Court's electronic filing system on the following parties of record:

Elizabeth E. Ewing, Esquire and **Michael J. Tierney, Esquire**, counsel for Contoocook Valley School District, Winchester School District, Mascenic School District, Monadnock School District, Myron Steere, III, Richard Cahoon, and Richard Dunning

Gilles R. Bissonnette, Esquire and **Henry R. Klementowicz, Esquire**, Counsel for *Amicus Curiae* American Civil Liberties Union of New Hampshire

John E. Tobin, Jr., Esquire and **Natalie J. Laflamme, Esquire**, counsel for *Amici Curiae* Berlin School District, Derry School District, Hopkinton School District, Mascoma Valley Regional School District, Pittsfield School District, Newport School District, Merrimack Valley Regional School District, Haverhill School District, Winnisquam Regional School District, White Mountains Regional School District, Claremont School District, Concord School District, Warren School District, Piermont School District, Bath School District, Manchester School District, Governor Wentworth Regional School District, Keene School District, Chesterfield School District, Harrisville School District, Marlborough School District, Marlow School District, Nelson School District, Westmoreland School District, and Nashua School District and the New Hampshire School Boards Association

Gregory M. Sorg, Esquire, counsel for *Amici Curiae* Senator Hard French, Senator Robert Guida, Representative Gregory Hill, Representative Carol McGuire, and Representative Andrew Renzullo

June 26, 2020

/s/Daniel E. Will
Daniel E. Will

APPENDIX TABLE OF CONTENTS

State's Objection to Plaintiff's Motion for Summary Judgment- May 6, 2019	47
<i>Affidavit of Caitlin Davis-April 29, 2019.....</i>	<i>63</i>
<i>Exhibit 1 - NH Retirement System Experience Study- March 11, 2016.....</i>	<i>75</i>
<i>Exhibit 2 - Agreement Jul '18 - Jun '19-June 12, 2018.....</i>	<i>207</i>
<i>Exhibit 3 - Agreement Jul '19 - Jun '21-April 1, 2019.....</i>	<i>264</i>
<i>Exhibit 4 - Agreement Jul '17 - Jun '19-July 31, 2017.....</i>	<i>329</i>
<i>Exhibit 5 - Total Comp Statement - Family - 28.1k Base Salary.....</i>	<i>360</i>
<i>Exhibit 6 - Total Comp Stmtnt - EE Only - 35.634k Base Salary.....</i>	<i>362</i>
<i>Exhibit 7 - Total Comp Stmtnt - EE Only - 69.359k Base Salary.....</i>	<i>364</i>
<i>Exhibit 8 - Total Comp Stmtnt - EE + 1 - 35.634k Base Salary.....</i>	<i>366</i>
<i>Exhibit 9 - '19-'20 ConVal Studies Program.....</i>	<i>368</i>

THE STATE OF NEW HAMPSHIRE

CHESHIRE, SS.

SUPERIOR COURT

Case No. 213-2019-CV-00069

Contoocook Valley School District,
Winchester School District,
Mascenic School District,
Monadnock School District,
Myron Steere, III, Richard Cahoon,
and Richard Dunning

v.

State of New Hampshire,
New Hampshire Department of Education,
Christopher T. Sununu, Individually and as Governor,
and Frank Edelblut, Individually and as Commissioner

OBJECTION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

Now come the State of New Hampshire, New Hampshire Department of Education, Christopher T. Sununu, individually, and as Governor, and Frank Edelblut, individually, and as Commissioner, (collectively the “defendants”) by their attorneys, the Office of the Attorney General, and submit the following Objection to the plaintiffs’ Motion for Summary Judgment.

As explained below, the plaintiffs are not entitled to judgment as a matter of law because: (1) the threshold issue of whether the cost components at issue in this case fall within the definition of “adequate education” is subject to rational-basis review and the legislature had rational bases for excluding those cost components from that definition; (2) the evidence the plaintiffs rely on to attempt to show a violation of Part II, Article 83 is not competent, reliable, or admissible to establish the base-level of funding required to provide

the opportunity for an “adequate education”¹; and (3) the relief the plaintiffs request is incompatible with longstanding separation-of-powers principles. For these reasons, the Court should deny the plaintiffs’ Motion for Summary Judgment and should enter judgment in favor of the defendants as a matter of law based on the defendants’ pending Motion to Dismiss and Motion for Summary Judgment.

INTRODUCTION

The plaintiffs have maintained throughout this case that they will demonstrate that the State has failed to cost and fund the opportunity for an adequate education by reference to certain data collected and published by the State. This they cannot do. None of that data amounts to competent, probative, and reliable evidence of the minimum amount of funding needed to provide the opportunity for an “adequate education” under the New Hampshire Constitution. Rather, the data contained in those exhibits are reported *by the school districts themselves* and fail, among other things, to distinguish between those costs necessarily incurred to deliver the opportunity for an adequate education and those amounts

¹ The plaintiffs contend in their Motion for Summary Judgment that the current cost/funding mechanism also violates Part II, Article 5. The plaintiffs have not previously presented this argument as a separate cause of action, and do not do so in their Motion for Summary Judgment. Rather, they argue that because the State is not adequately funding the five cost components at issue in this case, localities have been required to raise their local property tax rates and this has resulted in a variance in local taxes that violates the requirement that any tax used to fund the delivery of an adequate education be “equal in valuation and uniform in rate throughout the State.” *Claremont Sch. Dist. v. Governor*, 142 N.H. 462, 471 (1997). As the defendants have previously explained, however, the State is under no obligation to ensure statewide uniformity of local tax rates. As long as the State funds a constitutionally adequate education, localities are free “to dedicate additional resources to their schools or to develop educational programs beyond those required for a constitutionally adequate education,” *id.* at 475–76, and may choose to do so through varying tax rates. For the reasons stated *infra*, the plaintiffs are not entitled to summary judgment on their claim that the State is not funding a constitutionally adequate education. Accordingly, they are likewise not entitled to summary judgment on their assertion that the current cost/funding mechanism violates Part II, Article 5.

an individual school district might choose to expend above and beyond what is constitutionally mandated. Simply put, the data do not meet the requirement of relevance and, consequently, are not admissible in evidence. *See* RSA 491:8-a, II (requiring that the affiant present “admissible facts”).

The Department of Revenue Administration spreadsheets, showing that different localities choose to raise and spend different amounts of money on their schools and students, do not establish a constitutional infirmity or otherwise reveal that the State is not providing the minimal, base-level funding required to provide the opportunity for an “adequate education.” The other documentation suffers from similar defects and was not created to establish the minimum, adequate amount of funding to provide the opportunity for an adequate education.

In short, the plaintiffs’ proffered evidence falls far short of what is required to meet their summary judgment burden. Contrary to RSA 491:8-a, II, none of the plaintiffs’ affiants purports to have “personal knowledge” of the State data upon which they rely or, for that matter, of the foundations of those data. Moreover, all of the plaintiffs’ affidavits offer conclusory allegations that cannot be relied on to meet a movant’s summary judgment burden. *See Granite State Management & Resources v. City of Concord*, 165 N.H. 277, 290 (2013) (“The affidavits should set forth evidentiary, and not ultimate, facts and should set forth the facts with particularity, mere general averments being insufficient.”) (quoting 49 C.J.S. Judgments § 332, at 404-05 (2009)). Accordingly, the plaintiffs have failed to establish a violation of Part II, Article 83 and their Motion for Summary Judgment should be denied.

Nonetheless, even if the plaintiffs had presented evidence raising a dispute of fact as to whether a constitutional violation has occurred, longstanding separation-of-powers principles preclude the Court from granting the plaintiffs the extraordinary relief they seek in this case. Rather, if the Court determines that the current cost/funding mechanism is constitutional deficient, it must defer to its co-equal branches of government to remedy the deficiency. For this reason, too, the Court should deny the plaintiffs' Motion for Summary Judgment.

STANDARD OF REVIEW

Summary judgment is appropriate if the evidence in the record demonstrates “that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” RSA 491:8-a, III. When reviewing a motion for summary judgment, the Court must “consider the affidavits and other evidence, and all inferences properly drawn therefrom, in the light most favorable to the non-moving party.” *Jeffery v. City of Nashua*, 163 N.H. 683, 685 (2012) (citation omitted). ““The adverse party may not rest upon mere allegations or denials of his pleadings, but his response, by affidavits or by reference to depositions, answers to interrogatories, or admissions, must set forth specific facts showing that there is a genuine issue for trial.”” *Id.* (brackets omitted) (quoting RSA 491:8-a, IV). If the Court’s review “discloses no genuine issue of material fact, and if the moving party is entitled to judgment as a matter of law,” then summary judgment must be entered in that party’s favor. *Frost v. Delaney*, 168 N.H. 353, 359 (2015) (citation omitted).

BACKGROUND

The plaintiffs contend that the actual cost of delivering the opportunity for an adequate education in New Hampshire is \$9,929 per pupil. To arrive at this number, the

plaintiffs take the baseline per-pupil cost established by the legislature in RSA 198:40-a and then add line items for transportation costs, certain teacher benefits, school nurse costs, superintendent and food service costs, and facilities and maintenance costs. The plaintiffs derive these line-item values from data that, in large part, are publicly available on the New Hampshire Department of Education's website.

These data are contained in 11 exhibits that the plaintiffs have attached to numerous filings in this case, including their pending Motion for Summary Judgment. These exhibits are:

- a three-page excerpt from the Joint Legislative Oversight Committee on Costing an Adequate Education ("Joint Committee") Report detailing how the Joint Committee arrived at the baseline universal per-pupil cost reflected in RSA 198:40-a, II(a) ("Plaintiffs' Exhibit A");
- an extract from the New Hampshire State Department of Education Annual Financial Report reflecting district-by-district education transportation expenditures for general and special education the 2017 fiscal year, as reported by the districts themselves ("Plaintiffs' Exhibit B");
- an excerpt from a report generated by Gabriel Roeder Smith & Company Consultants and Actuaries ("GRS") as part of a five-year actuarial experience study of the New Hampshire Retirement System ("NHRS") reflecting, among other things, the actual teacher-student ratios from 2007 through 2015 and projected teacher-student ratios for 2020, 2025, 2030, 2035, and 2040 ("Plaintiffs' Exhibit C");
- a spreadsheet compiled by the Department of Education containing data on the teacher-student ratios in New Hampshire public schools ("Plaintiffs' Exhibit D");
- a September 11, 2018 memorandum sent by the Executive Director of the New Hampshire Retirement System to all political subdivisions in New Hampshire identifying employer contribution rates to the retirement system for the biennium starting July 1, 2019, and ending June 30, 2021 ("Plaintiffs' Exhibit E");
- a .pdf version of a spreadsheet used to project the State's contribution toward employee benefits based on certain inputs, including the type of insurance benefits an employee will receive ("Plaintiffs' Exhibit F");

- a summary report of a 2014 Special Medical Services School Nurse Survey compiling data self-reported by over 400 New Hampshire public schools about the health services they provide (“Plaintiffs’ Exhibit G”);
- a December 17, 2018 Department of Education summary of school district revenues and expenditures during 2017–2018 (“Plaintiffs’ Exhibit H”);
- a spreadsheet created by the plaintiffs calculating what they believe the universal per-pupil cost of an adequate education should be based on their own, preferred inputs for the cost components at issue in this case (“Plaintiffs’ Exhibit I”);
- a December 17, 2018 Department of Education table reflecting the state average cost per pupil during the 2017-2018 school year, based on data reported by school districts themselves (“Plaintiffs’ Exhibit J”); and
- a New Hampshire Department of Revenue Administration table of Completed Public Tax Rates for 2018 (“Plaintiffs’ Exhibit K”).

The plaintiffs contend—indeed it is the very premise of their case—that these exhibits contain “the State’s own data” and stand as affirmative evidence of the actual cost of an adequate education. As explained below, the plaintiffs are incorrect.

ARGUMENT

I. Rational Basis Review Applies to the Threshold Question of Whether the Cost Components at Issue Fall Within the Statutory Definition of an “Adequate Education.”

The plaintiffs premise their entire case on the argument that the State has failed to adequately fund five cost components that, in the plaintiffs’ view, fall within the definition of an “adequate education.” *See* April 29, 2019 Order at 4 (“[T]he Second Amended Petition still only asserts that the State has failed to fulfill its constitutional duty by failing to adequately fund the five cost items highlighted in all of the Petitioners’ pleadings and arguments”). A necessary threshold issue raised by the plaintiffs’ theory is whether the cost components in question—transportation costs, certain teacher benefit costs, school nurse costs, superintendent and food service costs, and facilities and maintenance costs—

fall within the definition of “adequate education” in the first place. The plaintiffs contend that they are entitled to strict scrutiny on this issue because it relates to the fundamental right to an adequate education. They are mistaken.

As explained in both the defendants’ Motion to Dismiss and their Reply to the plaintiffs’ Objection to that motion, rational-basis review applies to a school district’s challenge to what costs are included or excluded from the legislature’s definition of an “adequate education.” A more searching level of scrutiny would conflict with the New Hampshire Supreme Court’s holdings that the legislature is entitled to broad discretion in defining, costing, and funding a constitutionally adequate education. *See, e.g., Opinion of the Justices (Reformed Public School Financing System)*, 145 N.H. 474, 477 (2000) (“It is not possible to determine the level of funding required to provide the children of this State with a constitutionally adequate education until its essential elements have been identified and defined. The legislature and the Governor have broad latitude to fashion the specifics. Once this critical task has been completed, it is for the legislature to adopt a funding mechanism to ensure that a constitutionally adequate education is provided.”); *Claremont Sch. Dist. v. Governor*, 142 N.H. 462, 475 (1997) (“*Claremont II*”) (“Decisions concerning the raising and disposition of public revenues are particularly a legislative function and the legislature has wide latitude in choosing the means by which public education is to be supported.”). And, as previously explained, the legislature, after extensive fact-finding and deliberation, rationally determined that the five cost components at issue did not fall within the statutory definition of an “adequate education” and that the appropriate teacher-student ratio to deliver an “adequate education” is 1:25 for kindergarten through grade two and 1:30 for grades three through twelve. The plaintiffs have not tendered any evidence

showing that those determinations were irrational. Thus, for this reason alone, the Court should deny the plaintiffs' Motion for Summary Judgment and enter summary judgment in favor of the defendants.

II. The Plaintiffs Have Not Tendered Competent, Reliable, and Admissible Evidence Showing that the State Is Inadequately Funding Teacher Benefits, Transportation Costs, and Facility and Operations Maintenance.

The State has provided a certain level of funding for teacher benefits, transportation costs, and facility operations and maintenance, and teacher-student ratios consistent with the Department of Education's regulations. *See* Pls.' Mot. Summ. J., Ex. N (Joint Legislative Oversight Committee on Costing an Adequate Education Report) at 14 (teacher-student ratios), 18 (teacher benefits), 23 (facility operations and maintenance; transportation). Thus, even if the Court determines that one or more of those cost components *does* fall within the statutory definition of adequate education, the burden does not automatically shift to the defendants to show a compelling governmental interest sufficient to survive strict scrutiny, as the plaintiffs suggest. *See* Pls. Mot. Summ. J. at 3 ("In order to withstand strict scrutiny, the State has the burden to demonstrate a compelling interest in ignoring its own data."). Nor are the defendants obligated at the outset to provide a compelling governmental interest sufficient to support the teacher-student ratios adopted by the legislature. Rather, to trigger strict scrutiny the plaintiffs must tender evidence demonstrating that the funding the State is providing for those cost components and the teacher-student ratio currently in place are insufficient to deliver the opportunity for an adequate education, as required by the New Hampshire Constitution. In other words, the plaintiffs must in the first instance meet their threshold burden of establishing a constitutional violation. They have not met that burden in this case.

The plaintiffs have asserted from the outset of this case that they will prove a constitutional violation through data collected and published by the State. They have relied on the same 11 exhibits as evidence of the minimum funding the State must provide for the five cost components in question. *See* Verified Pet., Exs. A–K; First Amend. Pet, Exs. A–K; Second Amend. Pet., Exs. A–K; Pls.’ Mot. Summ. J., Exs. A–K. In placing this case on an expedited schedule, the Court accepted the plaintiffs’ assertion that these exhibits are the sum total of the evidence the plaintiffs would seek to tender in support of their claims. *See* April 5, 2019 Order at 19 n.13, 21–22; April 29, 2019 Order at 4, 5. As explained in the defendants’ Motion for Summary Judgment, and as further explained below, the plaintiffs’ reliance on these exhibits is misplaced. This is true for a simple reason: the data sets contained in the exhibits are not competent, reliable, or admissible to prove that the State is not delivering the opportunity for an adequate education consistent with Part II, Article 83.

A. The Plaintiffs’ Exhibits Fail to Meet RSA 491:8-a, II’s Requirements and Do Not Show a Constitutional Violation.

Under RSA 491:8-a, “[a]ny party seeking summary judgment shall accompany his motion with an affidavit based upon personal knowledge of admissible facts as to which it appears affirmatively that the affiants will be competent to testify.” RSA 491:8-a, II. The plaintiffs’ affidavits fail to meet this threshold requirement for several reasons.

First, as explained in the defendants’ Motion for Summary Judgment, the substantive exhibits the plaintiffs rely on are not admissible evidence of the cost of a constitutionally adequate education. Those exhibits contain aggregations of data self-reported to the Department of Education by the various school districts throughout the State, *see, e.g.*, Ex. A, Affidavit of Caitlin Davis ¶¶ 9, 23, 24, 25, 27, 51, 54, and,

accordingly, reflect the total amounts school districts choose to expend on the services they have elected to provide their students, without any differentiation between those services that are required by the Constitution and those that exceed what is necessary to deliver the opportunity for a constitutionally adequate education.² Absent any such differentiation, these data are not relevant evidence of the *minimum* funding level the State must provide for the cost components at issue to meet its constitutional obligation. *See* N.H. R. Evid. 401 (“Evidence is relevant if: (a) it has any tendency to make a fact more or less probable than it would be without the evidence; and (2) the fact is of consequence in determining the action.”). And because evidence must be relevant to be admissible at trial, *see* N.H. R. Evid. 402, the plaintiffs’ exhibits do not meet a threshold requirement of RSA 491:8-a, II.

Second, even if the data contained in the plaintiffs’ exhibits were admissible, the plaintiffs have not identified a witness with “personal knowledge” to testify about those data. *See* RSA 491:8-a, II. Under the New Hampshire Rules of Evidence, “[a] witness may testify to a matter only if evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter.” N.H. R. Evid. 602. The plaintiffs intend to introduce each of the exhibits in question through the testimony of Kimberly Rizzo Saunders, ConVal’s superintendent. *See generally* Affidavit of Kimberly Rizzo Saunders (hereinafter “Rizzo Saunders Aff.”). But there is no indication in the plaintiffs’ filings or in Superintendent Rizzo Saunders’s affidavit that she has personal knowledge of any of the data contained in the plaintiffs’ exhibits other than, perhaps, the data ConVal itself reports

² The defendants’ Motion for Summary Judgment explains in detail why each of the exhibits the plaintiffs rely on is not competent, reliable, or admissible to establish a constitutional minimum funding level for the five cost components in at issue in this case. *See* Defs.’ Mot. Summ. J. at 6–14. Rather than replicate that argument here, the defendants incorporate it by reference.

to the State. The same is true of the plaintiffs' other affiants, who are the superintendents of the other plaintiff school districts. Moreover, even if Superintendent Rizzo Saunders is generally familiar with one or more of the exhibits through her position as superintendent, there is no basis to conclude that she has any personal knowledge of how the data in those exhibits are received or compiled, let alone what those data actually reflect. She therefore cannot lay the proper foundation for those data. Accordingly, the plaintiffs have failed to identify any witness who is competent to testify about the data on which the plaintiffs exclusively rely. On that basis alone, the plaintiffs' Motion for Summary Judgment should be denied. *See* RSA 491:8-a, II.

Third, the plaintiffs cannot rely on conclusory statements in their affidavits to the effect that the State does not adequately fund, or the plaintiff school districts cannot provide based on current State funding, the opportunity for an adequate education. *See, e.g.,* Rizzo Saunders Aff. ¶¶ 5, 8, 9, 12, 22, 30, 46, 60, 80; Affidavit of Dr. Kenneth R. Dassau ¶¶ 4, 6, 7; Affidavit of Lisa A. White ¶¶ 4, 6, 7; Affidavit of Dr. Stephen Russell ¶¶ 4, 6, 7. It is well settled that "[a]ffidavits containing statements of legal conclusions and 'expression[s] of purely personal opinion are insufficient to entitle a party to summary judgment.'" *Granite State Management & Resources*, 165 N.H. at 290 (quoting *Brown v. John Hancock Mut. Life Ins. Co.*, 141 N.H. 485, 490–91 (1989)). "The affidavits should set forth evidentiary, and not ultimate, facts and should set forth the facts with particularity, mere general averments being insufficient.'" *Id.* (quoting 49 C.J.J. Judgments § 332, at 404–05 (2009)). Thus, general averments, like those contained in the plaintiffs' affidavits and referenced above, do not entitle the plaintiffs to summary judgment or otherwise raise a genuine issue of material fact sufficient to defend against the defendants' Motion for

Summary Judgment. *See* RSA 491:8-a, IV (“[T]he adverse party may not rest upon mere allegations or denials of his pleadings, but his response, by affidavits or by reference to depositions, answers to interrogatories, or admissions, must set forth specific facts showing that there is a genuine issue for trial.”).

Taken together, these shortcomings in the plaintiffs’ proffered evidence reveal a fundamental flaw with the plaintiffs’ theory of recovery: the plaintiffs vastly oversimplify the nature of the relief they ask this Court to impose. As Justice Duggan recognized in his separate opinion in *Londonderry School District SAU No. 12 v. State* (“*Londonderry*”):

Determining the cost of a constitutionally adequate education may not be an easy task. With RSA 193–E:2 already established as the starting point for what a constitutionally adequate education must provide, it would likely fall into the hands of educational experts to inform the trial court as to whether the funding provided by the [legislature] is sufficient to fund a constitutionally adequate education. Making this determination would be an arduous process—one far better suited for elected decision-makers rather than a single member of the judiciary.

154 N.H. 153, 166–67 (2006) (Duggan, J., concurring in part and dissenting in part). While Justice Duggan would have remanded that case to the superior court for a trial to determine whether the cost/funding mechanism at issue fully funded the cost of an adequate education, he recognized that this determination would necessarily be a fact-intensive, expert-driven inquiry.

Though the legislature engaged in this precise type of an inquiry in 2008 to arrive at the present funding formula, the plaintiffs ask this Court to forego that level of inquiry, to ignore the legislative judgment made after engaging in that inquiry, and to fashion a remedy on an expedited basis based on a naked assertion that raw, undifferentiated data collected and published by the State somehow reflects the amounts the plaintiffs are

constitutionally entitled to receive. The plaintiffs have, quite simply, failed to tender any evidence that would enable the Court to do so.

In sum, the plaintiffs do not support their motion for summary judgment with competent, reliable, and admissible evidence. They have therefore failed to meet their moving burden to demonstrate that the State has violated the fundamental right to an adequate education. Accordingly, the defendants are under no obligation to demonstrate a compelling reason for why the State is not funding the cost components at issue at the level the plaintiffs believe is appropriate. For all of these reasons, the Court should deny the plaintiffs' Motion for Summary Judgment.

III. The Plaintiffs' Requested Relief Violates Longstanding Separation of Powers Principles.

The above text notwithstanding, the relief the plaintiffs seek remains incompatible with longstanding separation-of-powers principles. This argument is laid out in detail in the defendants' Motion to Dismiss, which the defendants incorporate herein by reference. In short, there is no precedential support in New Hampshire case law or that of any other state for the extraordinary remedy the plaintiffs request. *See* Defs.' Mot. Summ. J. at 22–25; *see id.* at 23 n.9 (collecting cases). Nevertheless, a few points bear emphasizing.

First, even if the Court *did* find the current cost/funding mechanism to be constitutionally deficient, it must properly charge the legislative and executive branches with remedying that deficiency. This is what the New Hampshire Supreme Court did in *Londonderry*, when, after nearly a decade-and-a-half, the legislature had not defined the substantive content of a constitutionally adequate education. *See* 154 N.H. at 162–63. The legislature then came up with the current definition of “adequate education,” a definition these plaintiffs do not challenge. If the Court determines that the current level of education

funding is not sufficient to deliver the opportunity for a constitutionally adequate education, there is no reason to believe the legislature will not be able to come up with a cost/funding mechanism that passes constitutional muster.

The fact that the New Hampshire Supreme Court has previously held that the State was not meeting its constitutional obligation to deliver the opportunity for a constitutionally adequate education does not alter this conclusion. Contrary to the plaintiffs' suggestion, this case does not inextricably flow from the New Hampshire Supreme Court's previous school-funding decisions. Those decisions, starting with the first *Claremont* decision and continuing through *Londonderry*, almost exclusively address the definition of an "adequate education" itself. The New Hampshire Supreme Court has not heard a challenge to that definition since *Londonderry* was resolved more than ten years ago, see *Londonderry Sch. Dist. SAU #12 v. State*, 157 N.H. 734 (2008), and the plaintiffs notably do not bring such a challenge as part of this case.

Rather, the plaintiffs in this case challenge the constitutionality of the current mechanism for funding an adequate education. The only New Hampshire Supreme Court opinion to address that issue is an eighteen-year-old nonbinding advisory opinion addressing proposed legislation that did not become law. See *Opinion of the Justices*, 145 N.H. at 477. There is simply no basis for the Court to conclude, in light of this history, that it has no option but to intervene and create its own cost/funding mechanism. In this area, deference to the other co-equal branches of government is required. Consequently, the plaintiffs cannot obtain the remedy they seek as a matter of law.

CONCLUSION

The plaintiffs are not entitled to summary judgment on any aspect of their claims. As explained above and in the defendants' other filings, strict scrutiny does not apply to the threshold issue of whether the five cost components in question fall within the statutory definition of an "adequate education," and the legislature had rational bases for excluding those cost components from that definition. Moreover, the plaintiffs have not tendered competent, reliable, and admissible evidence demonstrating that the State has failed to meet its constitutional obligation with respect to the cost components it has funded or that the teacher-student ratio adopted by the legislature fails to deliver the opportunity for a constitutionally adequate education. The plaintiffs' request for relief is also incompatible with longstanding separation-of-powers principles.

Thus, for all of these reasons, and the ones stated in the defendants' Motion to Dismiss, their Reply to the plaintiffs' Objection to that Motion, and the defendants' own Motion for Summary Judgment, the Court should deny the plaintiffs' Motion for Summary Judgment and enter judgment for the defendants.

Respectfully submitted,

STATE OF NEW HAMPSHIRE,
NEW HAMPSHIRE DEPARTMENT
OF EDUCATION, CHRISTOPHER T.
SUNUNU, AS GOVERNOR, AND
FRANK EDELBLUT, AS
COMMISSIONER

By their attorney,

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

Date: May 6, 2019

By: /s/ Anthony J. Galdieri
 Daniel E. Will, Bar # 12176
 Solicitor General
 Anthony J. Galdieri, Bar # 18594
 Senior Assistant Attorney General
 Lawrence M. Edelman, Bar # 738
 Assistant Attorney General
 Samuel R.V. Garland, Bar # 266273
 Attorney
 New Hampshire Dept. of Justice
 33 Capitol Street
 Concord, NH 03301
 (603) 271-3650
 daniel.will@doj.nh.gov
 anthony.galdieri@doj.nh.gov
 lawrence.edelman@doj.nh.gov
 samuel.garland@doj.nh.gov

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Objection to the Plaintiffs' Motion for Summary Judgment and attached Affidavit of Caitlin Davis were served May 6, 2019, to all counsel of record via the court's electronic filing system.

/s/ Anthony J. Galdieri
 Anthony J. Galdieri

THE STATE OF NEW HAMPSHIRE

CHESHIRE, SS.

SUPERIOR COURT

Case No. 213-2019-CV-00069

Contoocook Valley School District,
 Winchester School District,
 Mascenic School District,
 Monadnock School District,
 Myron Steere, III, Richard Cahoon,
 and Richard Dunning

v.

State of New Hampshire,
 New Hampshire Department of Education,
 Christopher T. Sununu, Individually and as Governor,
 and Frank Edelblut, Individually and as Commissioner

AFFIDAVIT OF CAITLIN DAVIS

I, Caitlin Davis, Division Director, Division of Education Analytics and Resources, New Hampshire Department of Education, under oath do depose and state as follows:

1. I am the Division Director of the Division of Education Analytics and Resources at the New Hampshire Department of Education ("NHDOE").

2. On or about March 13, 2019 the plaintiffs filed a *Verified Petition for Declaratory Judgment and Injunctive Relief*, along with Exhibits A-K, alleging that "[t]he State Defendants have failed to meet their constitutional obligation to fund an adequate education resulting in an unconstitutional cowshifting of the costs of providing an education to local communities."

3. The State provides adequacy aid to local school districts, on a per pupil basis, in accordance with RSA 198:40-a,II [Cost of an Opportunity for an Adequate Education].

4. For fiscal year 2019, the cost of an opportunity for an adequate education, as prescribed by RSA 198:40-a, II, is \$3,636.06 per pupil in the Average Daily Membership in Attendance (ADMA) (the "Base Adequacy Aid"), plus applicable differentiated aid.

5. Differentiated aid for fiscal year 2019 includes (a) an additional \$1,818.02 for each pupil in the ADMA who is eligible for a free or reduced price lunch meal, (b) an additional \$711.40 for each pupil in the ADMA who is an English language learner, (c) an additional \$1,956.09 for each pupil in the ADMA who is an English language learner, and (d) an additional \$711.40 for each third grade pupil in the ADMA with a score below the proficient level on the reading component of the state assessment administered pursuant to RSA 193-C:6 or the authorized, locally administered assessment as provided in RSA 193-C:3, IV(i), provided the pupil is not eligible to receive differentiated aid under subparagraphs (b)-(d). *See* RSA 198:40-a, II(b)-(d).

6. For fiscal year 2020, the Base Adequacy Aid is \$3,708.78 per pupil in the ADMA, plus applicable differentiated aid.

7. Differentiated aid for fiscal year 2019 includes (a) an additional \$1,854.38 for each pupil in the ADMA who is eligible for a free or reduced price lunch meal, (b) an additional \$725.63 for each pupil in the ADMA who is an English language learner, (c) an additional \$1,995.21 for each pupil in the ADMA who is an English language learner, and (d) an additional \$725.63 for each third grade pupil in the ADMA with a score below the proficient level on the reading component of the state assessment administered pursuant to RSA 193-C:6 or the authorized, locally administered assessment as provided in RSA 193-C:3, IV(i), provided the pupil is not eligible to receive differentiated aid under subparagraphs (b)-(d). *See* RSA 198:40-a, II(b)-(d).

8. Pursuant to RSA 198:40-d [Consumer Price Index Adjustment], the cost of an opportunity for an adequate education is adjusted each biennium, based on changes to the Consumer Price Index.

9. The plaintiffs seek to replace the legislatively prescribed “cost of an opportunity for an adequate education,” as set forth in RSA 198:40-a, II, with their alleged “actual cost” of operating constituent schools by pointing to certain data reported by school districts and then compiled and published by NHDOE.

10. The legislature’s “cost of an opportunity for an adequate education,” as set forth in RSA 198:40-a, II, establishes the per pupil cost of delivering the “substantive educational program,” set forth in RSA 198-E:2-a [Substantive Educational Content of an Adequate Education], for *all* school districts. The legislature’s “cost of an opportunity for an adequate education,” does not account for every conceivable decision an individual school district might make that could influence the per pupil cost of operating schools, such as non-mandated educational programming, additional or otherwise more costly teacher benefits, lower student-teacher ratios, smaller class sizes, student transportation, and extracurricular activities. The legislature’s “cost of an opportunity for an adequate education,” by its nature, is a legislative cure, devised after considering competing interests and facts, and meant to apply to *all* school districts in the State of New Hampshire.

11. The plaintiffs’ use of data reported by school districts and compiled and published by the NHDOE suffers from several significant and material flaws.

PLAINTIFFS’ EXHIBIT A

12. Plaintiffs’ Exhibit A is an excerpt from the *Final Report and Findings of the Joint Legislative Oversight Committee Pursuant to 2007 Laws Chapter 270*. It provides the Committee’s rationale for how it determined that the universal cost of providing the opportunity for an adequate education, as defined by RSA 193-E:2-a, equals (then) \$3,450.00 per pupil. It

includes the Committee's findings and calculation for a single, per pupil, universal cost of providing the educational program prescribed by RSA 193-E:2-a. The Committee determined that the (then) universal cost of providing the opportunity for an adequate education, as defined by RSA 193-E:2-a, equals \$3,456.00 per pupil.

PLAINTIFFS' EXHIBIT B

13. Plaintiff's Exhibit B is an extract from the Department of Education's Annual Financial Report (Form DOE-25) reflecting district-by-district transportation expenditures for both general and special education for the 2017 fiscal year.

14. The data in this exhibit is self-reported by each school district to the Department of Education, and the Department of Education does not independently verify that data.

15. The exhibit contains no explanation for the disparity between each school district's self-reported costs, nor does it distinguish between those costs necessary to transport students to school to meet statutory requirements and those costs that are the result of individual choices a school district might make, such as whether to pick students up at their homes or designated central pickup locations or whether to provide transportation beyond the statutorily-required grade levels of 1-8 (*see* RSA 189:6).

PLAINTIFFS' EXHIBIT C

16. To the best of my knowledge and belief, plaintiffs' Exhibit C is an excerpt from a report generated by Gabriel Roeder Smith & Company, Consultants and Actuaries ("GRS"). *See* Exhibit 1. The report summarizes the findings of a five-year actuarial study of the New Hampshire Retirement System ("NHRS"). It purports to show a current teacher to student ratio of 1:9.96 that is projected by the State to increase to 1:10.33 by 2030.

17. The actuarial study reflected in the report “was conducted for the purpose of reviewing and, where necessary, updating the assumptions used in the actuarial valuation model.” Exhibit 1 at 2.

18. The report “provides the rationale for the economic and demographic assumptions used in the valuation.” Exhibit 1 at 2.

19. What the report shows is “[...] the ratio of the school-age population to active Teachers for 2015 is 9.96, roughly an 8% decrease since 2007 when the ratio was 10.88.” See Exhibit 1 at B-19.

20. The report goes on to state, “[t]his suggests that the active Teacher workforce has not declined as rapidly as the school-age population from 2007 to 2015. Moreover, the school-age population is projected to continue to decrease through 2040. A projection of a 0.25% annual decline in the active member headcount through 2040 results in a ratio of 9.65 of students to active Teachers, roughly a decrease of 3% from 2015.” Exhibit 1 at B-19.

21. The report then recommends “a leveling off of the ratio of students to Teachers as a reasonable assumption. Therefore we recommend considering an annual decrease in the active Teacher population of 0.25% per year.” See Exhibit 1 at B-19.

22. To the best of my knowledge and belief, only the column labeled “Public District School Students” in the chart labeled “Historical information” is purported to have been provided by NIIDOE.

23. Assuming the data was provided to QRS by NIIDOE, the latter simply provided aggregated data reported to NIIDOE by the school districts.

24. The Joint Legislative Oversight Committee’s findings, including its calculation for a single, per pupil, universal cost of providing the opportunity for an adequate education, as

defined by RSA 193-E:2-a, relied on class size, not aggregate statewide student to teacher ratios, as is evident by the Committee's reference to N.H. Admin. R. 306.17 [Minimum Standards for Public School Approval – Class Size]. That Rule provides that “[c]lass size for instructional purposes, in each school shall be: (1) Kindergarten – grade 2, 25 students or fewer per educator, provided that each school shall strive to achieve the class size of 20 students or fewer per educator; (2) Grades 3 – 5, 30 students or fewer per educator, provided that each school shall strive to achieve the class size of 25 students or fewer per educator; and (3) Middle and senior high school, 30 students or fewer per educator. These class size requirements may be exceeded for study halls, band and chorus, and other types of large group instruction, including but not limited to, lectures, combined group instruction, and showing of educational television and films.”

PLAINTIFFS' EXHIBIT D

25. Plaintiffs' Exhibit D is aggregate data reported by the New Hampshire Department of Education, Division of Education Analytics and Resources, Bureau of Educational Statistics, on *Student to Teacher Ratio in New Hampshire Public Schools*.

26. Exhibit D purports to show (a) that the teacher student ratio for grades 1 through 12 in the 2017-2018 school year is 1:12.6, excluding preschool and kindergarten, (b) that no school district in the State of New Hampshire has a teacher student ratio higher than 1:17.5, and (c) that for the past ten years, the statewide average teacher to student ratio has never exceeded 1:12.6.

27. Class sizes, not student to teacher ratios, are relevant to the universal cost of providing an opportunity for an adequate education. The Joint Legislative Oversight Committee's findings, including its calculation for a single, per pupil, universal cost, as defined

by RSA 193-E:2-a, relied on class size, not aggregate statewide student to teacher ratios, as is evident by the Committee's reference to N.H. Admin. R. 306.17 [Minimum Standards for Public School Approval – Class Size]. Student to Teacher Ratio is not a measure of average class size.

28. Further, data compiled and published by NHDOE does not account for sensitivity to outliers or other anomalies that affect the statistical reliability of averages. Moreover, such data does not account for or explain disparities between each school district's self-reported Student to Teacher Ratios. For example, according to plaintiffs' Exhibit D, Contoocook Valley's Enrollment (not including Preschool and Kindergarten) is 1,966 and its Total Teachers (defined in the exhibit as "the full-time equivalent of teachers for grades 1-12" which "includes subject-specific teachers at all grade levels, as well as special education and regular classroom teachers") is 199.9, while Oyster River Coop has a higher Enrollment of 2,028 and their Total Teachers are only 168.1.

29. School Districts are free to lower the minimum class size prescribed by N.H. Admin. R., Ed 306.17.

30. Data provided by school districts and then compiled and published by NHDOE do not disclose the number of Teachers specifically teaching courses enumerated in the "substantive educational program," as set forth in RSA 198-E:2-a, I(a-i) [Substantive Educational Content of an Adequate Education].

31. School Districts, because of local decisions, offer classes beyond the "substantive educational program" set forth in RSA 198-E:2-a [Substantive Educational Content of an Adequate Education], such as Aesthetics & Ideas, Ceramics, History of Rock and Roll, Young Adult Fiction, and Sustainable Agricultures, as well as multiple levels of a single program-included discipline – *e.g.*, Chemistry, Honors Chemistry and AP Chemistry (Exhibit 9).

32. The number and type of courses offered by school districts, beyond those required by RSA 193-E:2-a, I (a-i), vary from district to district.

PLAINTIFFS' EXHIBIT E

33. Plaintiffs' Exhibit E is New Hampshire Retirement System ["NHRS"] employer rates of contribution due the retirement system, beginning July 1, 2019, and ending June 30, 2021.

34. Exhibit E purports to show that, pursuant to RSA 100-A:16, III, the NHRS has determined the teacher retirement contribution shall be 17.80% for 2019 to 2021.

35. The 2008 Final Report and Findings of the Joint Legislative Oversight Committee does not define *benefits* with granularity—although it mentions retirement and health care as "major components."

36. Retirement contributions are a single component of a benefits package. The entirety of a teacher's benefit package is bargained for between teacher Associations and School Boards.

37. The State is not party to these school district labor negotiations.

PLAINTIFFS' EXHIBIT F

38. Plaintiffs' Exhibit F is a Full-Time Position, State of New Hampshire Employee, Total Compensation Calculator Worksheet for State Employee Association ("SEA").

39. Exhibit F purports to show that the State provides its own employees with health insurance contributions in excess of \$26,700 and a total benefit package in excess of \$31,800.00—assuming the employee has an Annual Base Salary of \$28,100.00 and a family of at least three. It does not reflect a bargaining unit relevant to *Contookcook Valley School District v. The State of New Hampshire et al*, Case No. 213-2019-CV-00069.

40. Exhibit F does not account for the relative bargaining power of various bargaining units.

41. The legislature's "cost of an opportunity for an adequate education," as set forth in RSA 198:40-a, II, establishing the per pupil cost of delivering the "substantive educational program," set forth in RSA 198-E:2-a [Substantive Educational Content of an Adequate Education], does not account for the bargaining decisions of each individual school district. For example, see *Agreement Between The Contoocook Valley Education Association, NEA-NH and The Contoocook Valley School Board July 1, 2018-June 30, 2019* (Exhibit 2), *Agreement Between The Contoocook Valley Education Association, NEA-NH and The Contoocook Valley School Board July 1, 2019-June 30, 2021* (Exhibit 3), and *Agreement Between The Winchester School Board and The Winchester Teachers' Association July 1, 2017-June 30, 2019* (Exhibit 4).

42. Nonetheless, so far as Exhibit F might be instructive, Plaintiffs' Exhibit F assumes an individual *with a family* and an *Annual Base Salary* of \$28,100.00. Under this unique set of circumstances, the worksheet projects a *Total Projected Value of Health & Pension Benefits* of \$31,828.15. Exhibit 5.

43. Assuming an individual *without a family* and an *Annual Base Salary* of \$35,634.00 (Contoocook Valley's reported minimum teacher salary), the worksheet projects a *Total Projected Value of Health & Pension Benefits* of \$13,159.55. Exhibit 6.

44. Assuming an individual *without a family* and an *Annual Base Salary* of \$69,359.00 (Contoocook Valley's reported maximum teacher salary), the worksheet projects a *Total Projected Value of Health & Pension Benefits* of \$17,257.14. Exhibit 7.

45. Assuming an individual *with one family member* and an *Annual Base Salary* of

\$35,634.00 (Contoconk Valley's reported minimum teacher salary, the worksheet projects a *Total Projected Value of Health & Pension Benefits* of \$21,924.41. Exhibit 8.

46. The numerous possible outcomes, based on the various available inputs that can be entered into the cells on the plaintiffs' Exhibit F reinforce the notion that the Committee was faced with nearly unlimited possible solutions for defining benefits. The availability of other options does not invalidate the Committee's determination.

PLAINTIFFS' EXHIBIT H

47. Plaintiffs' Exhibit H is a December 17, 2018 Department of Education summary of school district revenues and expenditures during the 2017-2018 school year.

48. The Department of Education compiled this data based on self-reporting by the school districts themselves.

49. Exhibit H does not distinguish between costs school districts incur to deliver the opportunity for a constitutionally adequate education and those amounts expended in excess of that constitutional baseline.

PLAINTIFFS' EXHIBIT I

50. Plaintiffs' Exhibit I begins with the Joint Legislative Oversight Committee's calculation for a single, per pupil, universal cost of providing the opportunity for an adequate education. Then, it purports to replace the Joint Legislative Oversight Committee's cost determinations with *the plaintiffs' own numbers* in order to determine that the universal cost of providing the opportunity for an adequate education, as defined by RSA 193-E:2-a, equals \$9,929.00 per pupil. Exhibit I represents an increase of \$6,292.94 from the legislatively defined Base Cost for fiscal year 2019.

51. The plaintiffs attempt to portray *the plaintiffs' own numbers* as the "State's own data." Simply put, these are *not* the State's data. The State merely receives, compiles and publishes the raw aggregate data.

52. A majority of data received, compiled and published by NHDOE includes *both* the cost of providing the opportunity for an adequate education, as defined by RSA 193-E:2-a, and all discretionary costs of education as adopted by each individual school district. Decisions made at the school board/district level, including but not limited to superintendent salary (some school districts choose to have part-time superintendents), facilities costs (e.g., renovation, theatre space, a basketball gym), additional programs (e.g., soccer, baseball, hiking clubs), and course offerings (e.g., Advanced Placement classes, Firefighting I) all contribute to the data reported by the individual school districts and then compiled and published by NHDOE.

53. Under the plaintiffs' theory, there is no limiting factor on Base Adequacy aid. School Districts could arbitrarily drive up "averages," wait for NHDOE to compile and publish district-reported data, and then bring renewed Adequacy lawsuits by again supplanting the Joint Legislative Oversight Committee's cost determinations with the plaintiffs' own data.

PLAINTIFFS' EXHIBIT J

54. Plaintiffs' Exhibit J is aggregate data, reported by the New Hampshire Department of Education, Division of Education Analytics and Resources, Bureau of Educational Statistics, on *Average Cost Per Pupil and Total Expenditures 2017-2018*. It purports to show that the State average elementary and secondary education cost per pupil was \$15,865.26 for the 2017-2018 school year.

55. Again, data received, compiled and published by NHDOE includes *both* the legislature's per pupil cost of delivering the "substantive educational program," set forth in RSA

198-F:2-a [Substantive Educational Content of an Adequate Education], and all discretionary costs of education, as adopted by each individual school district. Decisions made at the school board/district level, to include, but not limited to, superintendent salary (e.g., some school districts choose to have part-time superintendents), facilities costs (e.g., renovation, theatre space, a basketball gym), additional programs (e.g., soccer, baseball, hiking clubs), and course offerings (e.g., Advanced Placement classes, Firefighting I) all contribute to the Average Cost Per Pupil and Total Expenditures 2017-2018 published by the NHDOE.

FURTHER THE AFFIANT SAYETH NOT.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: 4/29/19


Caitlin Davis

THE STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

Before me, personally appeared Caitlin Davis, and acknowledged the foregoing to be true and accurate to the best of his knowledge and belief.

Dated: 4/29/19


Notary Public/Justice of the Peace
State of New Hampshire
My Commission Expires March 7, 2023

213-2019-CV-00069

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

EXHIBIT 1



NEW HAMPSHIRE RETIREMENT SYSTEM

5-YEAR EXPERIENCE STUDY

JULY 1, 2010 THROUGH JUNE 30, 2015



Gabriel Roeder Smith & Company
Consultants & Actuaries

One Towne Square
Suite 800
Southfield, MI 48076-3723

248.799.9000 phone
248.799.9020 fax
www.gabrielroeder.com

March 11, 2016

Board of Trustees
New Hampshire Retirement System
54 Regional Drive
Concord, New Hampshire 03301

Re: New Hampshire Retirement System Experience Study

Dear Board Members:

Presented in this report are the results of a 5-year actuarial experience study of the New Hampshire Retirement System (NHRS). The Study was conducted for the purpose of reviewing and, where necessary, updating the assumptions used in the actuarial valuation model. This report provides the rationale for the economic and demographic assumptions used in the valuation.

This report should not be relied on for any purpose other than that described above. It was prepared at the request of the Board and is intended for use by the Retirement System and those designated or approved by the Board. This report may be provided to parties other than the System only in its entirety and only with the permission of the Board. GRS is not responsible for unauthorized use of this report.

The report was based upon information furnished by New Hampshire Retirement System (NHRS) staff, concerning active members, terminated members, retirees and beneficiaries for the valuations as of June 30, 2010, 2011, 2012, 2013, 2014 and 2015. We checked for internal and year-to-year consistency, but did not otherwise audit the data. We are not responsible for the accuracy or completeness of the data provided by NHRS.

The investigation covered the 5-year period from July 1, 2010 to June 30, 2015, and was carried out using generally accepted actuarial principles and techniques.

To the best of our knowledge, the report is complete and accurate and was conducted in accordance with the standards of practice promulgated by the Actuarial Standards Board. We believe that the recommended actuarial assumptions contained in this report are reasonable under the Actuarial Standards of Practice and in compliance with the NHRS Statutes.

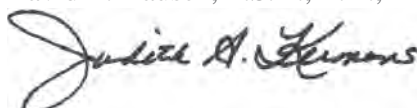
Board of Trustees
March 11, 2016
Page 2

The actuaries submitting this report are independent of the plan sponsor, are Members of the American Academy of Actuaries (M.A.A.A.), and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted,



David T. Kausch, F.S.A., E.A., M.A.A.A.



Judith A. Kermans, E.A., F.C.A., M.A.A.A.



Heidi G. Barry, A.S.A., M.A.A.A.

DTK\JAK\HGB:mrb

TABLE OF CONTENTS

Item	Section
Overview and Summary of Results	A
Economic Assumptions	B
Demographic Assumptions	
Active Decrement Activity - Actual vs. Expected (by Member Classification)	
Employees	C
Teachers	D
Police	E
Fire	F
Mortality Experience	G
Actuarial Methods	H
Miscellaneous and Technical Assumptions	I
Comprehensive Listing of Recommended Assumptions	J
Glossary	K

SECTION A

OVERVIEW AND SUMMARY OF RESULTS

INTRODUCTION

The statutory funding requirements for the New Hampshire Retirement System (NHRS) can be found in RSA 100-A:16 for Pension and RSA 100-A:53, 100-A:53-b, 100-A:53-c, and 100-A:53-d for medical subsidy benefits. The Actuarial Funding Policy adopted by the NHRS states the following Funding Objectives:

“The main financial objective of the New Hampshire Retirement System is to receive employer and member contributions to fund the long-term costs of benefits provided by statute to plan members and beneficiaries. From the perspective of the members and beneficiaries, a funding policy based on actuarially determined contributions is one which will pay all benefits provided by statute when due. From the perspective of the contributing plan sponsors and taxpayers, the actuarially determined contributions have the additional objectives of keeping contribution rates relatively stable as a percentage of active member payroll and equitably allocating the costs over the active members’ period of active service. The Statute goes on to say that this shall be achieved by use of the entry age normal actuarial cost method and amortizing the unfunded actuarial accrued liability as a level percent of payroll. For pension funding, the payment of benefits is supported in part by income earned on investment assets. This funding policy meets those criteria. It is stipulated by state law and implemented through the application of Board adopted governance policies.”

Under RSA 100-A:14 IX of the NHRS statute, the actuarial assumptions are adopted by the Retirement Board after consultation with the actuary. The Board adopts actuarial assumptions and an actuarial cost method to best attempt to meet the funding objective. The entry age normal actuarial cost method is designed to determine contributions which are expected to remain level as a percent of payroll. The economic assumptions used for budgeting contributions under this method are based on reasonable estimates of future experience.

The actuarial principle in force is that over time contributions and investment income must be sufficient to pay benefits throughout retirement. Actuarial valuations make a number of assumptions to estimate investment accumulation and benefit payouts in order to determine the required level percent of payroll objective. From year to year, actual experience on any assumption will not coincide exactly with assumed experience. NHRS copes with these continually changing differences by having annual actuarial valuations and periodic experience studies to review all assumptions. Under RSA 100-A:14, IX, since 1970 the System has undergone an experience study at least every five years.

INTRODUCTION

The purpose of the experience study is to systematically review the actuarial assumptions used in the annual valuation. The actuarial valuation is a mathematical model designed to meet the funding objectives.

The mathematical model is necessary in a defined benefit plan because there are “knowns” and “unknowns” which must be evaluated before the level contribution rate can be determined. The knowns are:

- Who participates in the plan
- The demographic characteristics of each active and inactive member (i.e., age, sex, salary, service, etc.)
- The demographic characteristics of each retired member and beneficiary (i.e., age, sex, benefit, form of payment, etc.)
- The conditions and characteristics of the plan (i.e., type and amount of benefits payable, eligibility for benefits, length of time benefit is payable, etc.)
- The current purchasing power of a dollar
- The value of the pool of assets
- How the pool of assets is invested

The unknowns are:

- Who will retire and at what age, service and final average salary
- Who will quit before becoming vested
- Who will quit and be entitled to a future vested benefit
- Who will become disabled
- How long will members and their beneficiaries live (before and after retirement)

INTRODUCTION

- What is the future purchasing power of a dollar (future inflation)
- How much income will the pool of assets generate

The valuation model takes the “knowns,” incorporates assumptions about the “unknowns” and develops the estimated cost of the plan for the current members. This cost is then financed using an actuarial cost method to determine the level contribution requirement.

Because future experience cannot be predicted with certainty, the costs can only be estimated. The model is revisited at least biennially to re-determine the cost estimates based upon experience which has already occurred and assumptions about future experience.

When Fund experience deviates from expected experience, a gain or loss is generated. This gain or loss is then amortized over a period of future years and applied as an offset or addition to the normal cost contribution. Over time it is expected that the gains and losses will offset each other. If they do not, then one or more of the actuarial assumptions should be modified to reflect actual emerging experience.

Each year, as of June 30, the liabilities of the New Hampshire Retirement System are valued. In order to perform the valuation, assumptions must be made regarding the future experience of the System with regard to the following risk areas:

- Rates of withdrawal of active participants
- Rates of disability among active participants
- Patterns of salary increases to active participants
- Rates of retirement among active participants
- Rates of mortality among active participants, retirees, and beneficiaries
- Long-term rates of investment return to be generated by the assets of the System
- Other actuarial assumptions as necessary

INTRODUCTION

Assumptions should be carefully chosen and continually monitored. A poor initial choice of assumptions or continued use of outdated assumptions can lead to:

- Understated costs resulting in either an inability to pay benefits when due, or sharp increases in required contributions at some point in the future;
- Overstated costs resulting in an unnecessarily large burden on the current generation of participants, employers and taxpayers.

A single set of assumptions will not be suitable indefinitely. Conditions change, and our understanding of conditions (whether or not they are changing) also changes.

No single 5-year experience period should be given full credibility in the setting of actuarial valuation assumptions. When we see significant differences between what is expected from our assumptions and actual experience, our strategy in recommending a change in assumptions is usually to select rates that would produce results somewhere between the actual and expected experience. In this way, with each experience study the actuarial assumptions become better and better representations of actual experience. Consequently, temporary conditions that might influence a particular experience study period will not unduly influence the choice of long-term assumptions.

We are recommending certain changes in assumptions. The various assumption changes and their impact on the required contribution are described on the following pages. Actuarial assumptions were last revised with the June 30, 2011 regular actuarial valuation.

OBSERVATIONS

The actuarial valuation funding method is the entry age normal cost actuarial funding method. Each year, actuarial gains and losses are measured in the aggregate. The assumptions were last updated effective July 1, 2011 so the first relevant gain/(loss) measurement is as of June 30, 2012. The table below shows the estimated gains and losses for the trust (pension and medical subsidy) during the period of the study:

Estimate of Gain/(Loss) on Fund					
(\$Millions)					
					Liability Gain/(Loss) as a % of Beginning of Year Accrued Liability
June 30	Total	Investment	Liability		
2012	\$ (114.9)	\$ (259.8)	\$ 144.9		(1.1)%
2013	94.3	(36.2)	130.5		0.8 %
2014	394.1	273.4	120.7		3.4 %
2015	204.4	197.6	6.8		1.7 %
Total	\$ 577.9	\$ 175.0	\$ 402.9		

This aggregate analysis sets the starting point for the experience study. Note that gain and loss analysis can be further broken down by member classification and by major assumption. A more detailed gain and loss analysis was not in the scope of this study.

The System has experienced cumulative gains during the experience period. The cumulative investment gains are certainly good news, but by themselves they are insufficient for assessing the reasonableness of the assumed rate of return. Similarly, the liability gains are good news for the System but a large portion of these gains is likely attributable to lower payroll growth than expected, which is not expected to continue for the long run. In total, the assumption changes we are recommending will increase the liability realized between the June 30, 2013 and June 30, 2015 rate setting valuations.

Note: In the aggregate, the proposed demographic assumption changes increase the actuarial accrued liability. The computed contribution rates for the 2018-19 biennium decrease slightly from the 2016-17 biennium since they reflect the cumulative gains realized between the June 30, 2013 and June 30, 2015 rate setting valuations.

SUMMARY OF ECONOMIC ASSUMPTIONS

Background: The selection of economic assumptions for pension valuations is governed by Actuarial Standard of Practice (ASOP) No. 27, Selection of Economic Assumptions for Measuring Pension Obligations. Economic assumptions may be based on estimates of future experience or observations of estimates inherent in market data. Appropriate recent and long-term historical economic data may also be useful, but without giving undue weight to recent experience. For purposes of the valuation assumptions, our recommendations are based on estimates of future experience. Additional discussion on all economic assumptions and proposed rates are detailed in Section B.

Rate of Investment Return, net of investment expenses, on System assets was studied based on the current investment policy and future capital market expectations from eight nationally recognized investment consultants. Investment return expectations were analyzed for the System as a whole. Based on this analysis, we recommend lowering the assumed rate of investment return.

Rate of Wage Inflation on member pay in general corresponds to increases in average member pay driven by aggregate market forces. For a stable workforce with a constant active membership headcount, the rate of wage inflation is a reasonable estimate of total payroll growth. Generally, the rate of wage inflation is a long-term assumption. Short-term expectations, if justifiably different from long-term expectations, may be reflected in a select and ultimate wage inflation assumption. Based on this analysis, we recommend lowering the assumed rate of wage inflation.

Rate of Price Inflation on a basket of goods purchased was studied in the aggregate. While not directly used in the calculation of plan liabilities, the rate of price inflation is the first building block for evaluating the rate of investment return. Based on this analysis, we recommend lowering the assumed rate of price inflation.

Rates of Merit and Longevity Salary Increases on member pay in general correspond to increases experienced by members as they progress through their careers. As with the prior experience study, we studied rates of merit and longevity pay increases separately by member classification. We recommend a decrease in overall rates of merit and longevity pay increases for Employees and modest increases in overall rates for the other member classifications.

SUMMARY OF ECONOMIC ASSUMPTIONS

End of Career Pay Increases may occur for those members with a definition of compensation which includes information generally unreported during regular annual valuations such as severance pay, end-of-career longevity payments, and pay for unused sick or vacation time. The definition of compensation changed for members who had not attained vested status prior to January 1, 2012 and for those hired on and after July 1, 2011. We studied the impact of end of career pay increases for recent retirees subject to the prior definition of compensation. We recommend minor adjustments to the current assumption.

Assumed Population Size for active headcount by membership classification is generally assumed to be level for future years provided that the plan remains open to new hires and the State and Political Subdivisions provide the same level of services to future constituencies. For purposes of this study, we consider this with the economic assumptions because of its relationship to the total payroll growth assumption which is a critical component of the level percent of payroll amortization of the unfunded actuarial accrued pension liability and the solvency medical subsidy contributions. Based on additional census data provided by System staff, we studied active member population expectations by membership classification. For all membership classifications except Teachers, we recommend maintaining the current assumption of a level active headcount based on the expected growth of the general population in the State of New Hampshire. For Teachers, we recommend considering assuming a decrease in active member population size based on the expected decrease of the school-age population in the State of New Hampshire.

Administrative Expenses paid from plan expenses other than for investment purposes are funded through employer contributions in the normal cost. We analyzed administrative expenses for the System as a whole during the experience study period as a percentage of member payroll. We recommend maintaining the 0.35% administrative expense assumption as a percent of payroll.

SUMMARY OF DEMOGRAPHIC ASSUMPTIONS

Background: The selection of demographic assumptions for pension valuations is governed by ASOP No. 35, Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations. In general, recent patterns of non-economic activity (rates of withdrawal, disability, death, retirement, and mortality) tend to be reliable predictors of future experience. However, past activity will also contain anomalies (or special circumstances) that cannot be assumed to replicate in the future. The actuary attempts to identify and remove these anomalies before creating recommended rates. The goal is to identify long-term trends in activity and move the rates toward those trends as a result of the periodic investigations. In establishing our recommendations, we have considered the results of the prior study, as well as the observed trends from this study.

We give additional consideration to economic conditions during the experience study period. The Great Recession is considered to have had a delayed effect in the public sector. This may materialize in the experience study as lower pay, lower turnover, and delayed retirement. Some of these short term factors are not expected to persist in the long run, therefore we may not adjust assumptions all the way to the experience.

We have compared the demographic experience in this study with that of the prior study. In general, if experience continues to move in the same direction as the prior study, we will adjust assumptions closer to the actual experience. If experience moves in the opposite direction, we generally do not move all the way to recent experience in order to reduce flip-flopping from one study to the next.

For mortality, we apply a more formal credibility procedure in accordance with ASOP No. 25, Credibility Procedures. NHRS has a large enough aggregate population to be considered credible for determining an appropriate set of base tables, however the separate member classifications are not large enough. We use a partial credibility procedure based on the limited fluctuation method to determine appropriate adjustments to the base table to be applied to each gender within each member classification.

The Society of Actuaries (SOA) published new tables for U.S. pension plans called the RP-2014 tables in October 2014. The SOA also published the MP-2015 projection scales to reflect mortality improvements after 2015. We recommend using these tables with an adjustment based on our partial credibility analysis discussed above and in more detail in Section G of this report. Please see Section G for more information.

SUMMARY OF DEMOGRAPHIC ASSUMPTIONS

Rates of Withdrawal from service without entitlement to an immediate benefit (other than a separation benefit) are segregated into two categories:

- Service based (select), covering an initial employment period
- Age based (ultimate), beginning after the initial employment period

Male and female rates were looked at independently for all groups. Male and female experience was ultimately combined for Fire. In addition, the length of the service-based period was reviewed. Currently the service-based period is 5 years for Groups I and II. We do not recommend changing the service-based period. We recommend decreases in the overall rates of termination.

Development of the rates is shown in Sections C through F. The proposed rates are detailed in their entirety in Section J.

Rates of Disability from active service with entitlement to a disability benefit were studied by member classification. For Group I, the study was further broken down between males and females. Disability rates were studied for accidental and ordinary combined. We recommend a decrease in the overall rates of disability for Fire and an increase in the overall rates of disability for the other member classifications.

Development of the rates is shown in Sections C through F. The proposed rates are detailed in their entirety in Section J.

Rates of Retirement from service with entitlement to an immediate benefit are segregated into three categories:

- Rule-based for those Group I members retiring under the rule of 70 with 20 years of service condition for early retirement
- Age-based for those Group I members retiring based on the age 50 with 10 years of service condition for early retirement
- Age-based for those members retiring under normal retirement

Male and female experience was studied separately for Group I and jointly for Group II. In general, proposed rates of retirement were lowered from current assumptions.

SUMMARY OF DEMOGRAPHIC ASSUMPTIONS

Miscellaneous Observations: Data suggests that terminations and disabilities are occurring for Group I members eligible for early retirement and Group II members eligible for service retirement. The current assumption is to assume members eligible for retirement will retire only and not decrement under termination or disability. This experience is consistent with the prior experience study and we therefore recommend that Group I members be exposed to termination and disability decrements during early retirement and Group II members be exposed to termination and disability during service retirement.

Forfeitures: Experience continues to indicate that some vested members are refunding and forfeiting their pensions. The current assumption is that a certain percent of vested members who quit before retirement will elect to refund and forfeit their pension. The assumption grades from 25% at first vesting to 0% at first retirement eligibility. No change is recommended.

Marriage Assumption: Based on the members who retired during the study period, we recommend lowering the marriage assumption to 60% for Group I members (from 70%) and increasing the marriage assumption to 60% for Group II members (from 50%). This assumption relates to the benefits payable resulting from death-in-service for Groups I and Group II and the automatic death after retirement spousal benefit for Group II.

Data: The data submitted by NHRS Staff has undergone many changes during the experience study period. In particular, NHRS Staff underwent an audit of the NHRS medical subsidy data submitted for valuation purposes and made several significant changes. GRS did not audit the data. Actual exposures, decrements, and expected figures shown in this experience study report may differ from the totals shown in prior valuation reports.

We continue to work with System Staff to identify data needs and improve data quality.

**EXPECTED IMPACT OF PROPOSED CHANGES
ON EMPLOYER CONTRIBUTION RATE**

Group I

Employees			Teachers		
Assumption	Likely Direction of Change on Employer Rate Due to Proposed		Assumption	Likely Direction of Change on Employer Rate Due to Proposed	
	NC	UAAL		NC	UAAL
Current	1.95%	7.95%	Current	1.49%	10.30%
Rates of Age-Based Withdrawal	Moderate Incr.	Moderate Incr.	Rates of Age-Based Withdrawal	Moderate Incr.	Moderate Incr.
Rates of Service-Based Withdrawal	Marginal Incr.	Marginal Incr.	Rates of Service-Based Withdrawal	Marginal Incr.	Marginal Incr.
Rates of Disability	Marginal Incr.	Marginal Incr.	Rates of Disability	Marginal Incr.	Marginal Incr.
Rates of Age-Based Retirement	Moderate Decr.	Moderate Decr.	Rates of Age-Based Retirement	Moderate Decr.	Moderate Decr.
Rates of Age-Based Early Retirement	Moderate Decr.	Moderate Decr.	Rates of Age-Based Early Retirement	Marginal Decr.	Marginal Decr.
Rates of Rule-Based Early Retirement	Marginal Decr.	Marginal Decr.	Rates of Rule-Based Early Retirement	Marginal Decr.	Marginal Decr.
Pre-Retirement Mortality	Marginal Incr.	Marginal Incr.	Pre-Retirement Mortality	Marginal Incr.	Marginal Incr.
Post-Retirement Healthy Mortality	Moderate Incr.	Material Incr.	Post-Retirement Healthy Mortality	Moderate Incr.	Material Incr.
Post-Retirement Disabled Mortality	Marginal Incr.	Marginal Incr.	Post-Retirement Disabled Mortality	Marginal Incr.	Marginal Incr.
Merit and Longevity Salary Increases	Moderate Decr.	Moderate Decr.	Merit and Longevity Salary Increases	Moderate Incr.	Moderate Incr.
Forfeitures	No Change	No Change	Forfeitures	No Change	No Change
End of Career Payments	Moderate Decr.	Moderate Decr.	End of Career Payments	Moderate Decr.	Moderate Decr.
Marriage Assumption	Marginal Decr.	Marginal Decr.	Marriage Assumption	Marginal Decr.	Marginal Decr.
Administrative Expenses	No Change	No Change	Administrative Expenses	No Change	No Change
Aggregate (at 7.75% / 3.75%)	Marginal Decr.	Marginal Decr.	Aggregate (at 7.75% / 3.75%)	Marginal Incr.	Material Incr.
Proposed	1.82%	7.81%	Proposed	1.66%	12.03%

Order of Magnitude

Marginal < Moderate < Material

Changes described are relative to what the 2018-2019 employer rates would have been without any assumption changes. Rate comparisons shown on pages A-13 through A-17 are made between the previously certified rates from the 2016-2017 biennium which were set based on the June 30, 2013 actuarial valuation. The system recognized asset gains in both 2014 and 2015 which would have reduced contribution rates prior to the proposed assumption changes.

**EXPECTED IMPACT OF PROPOSED CHANGES
ON EMPLOYER CONTRIBUTION RATE**

Group II

Police		
Assumption	Likely Direction of Change on Employer Rate Due to Proposed	
	NC	UAAL
Current	4.52%	14.79%
Rates of Age-Based Withdrawal	Moderate Incr.	Moderate Incr.
Rates of Service-Based Withdrawal	Marginal Incr.	Marginal Incr.
Rates of Disability	Marginal Incr.	Marginal Incr.
Rates of Age-Based Retirement	Moderate Decr.	Moderate Decr.
Pre-Retirement Mortality	Marginal Incr.	Marginal Incr.
Post-Retirement Healthy Mortality	Moderate Incr.	Material Incr.
Post-Retirement Disabled Mortality	Marginal Incr.	Marginal Incr.
Merit and Longevity Salary Increases	Material Incr.	Material Incr.
Forfeitures	No Change	No Change
End of Career Payments	Moderate Decr.	Moderate Decr.
Marriage Assumption	Marginal Incr.	Marginal Incr.
Administrative Expenses	No Change	No Change
Aggregate (at 7.75% / 3.75%)	Marginal Incr.	Material Incr.
Proposed	4.69%	16.50%

Fire		
Assumption	Likely Direction of Change on Employer Rate Due to Proposed	
	NC	UAAL
Current	6.10%	15.89%
Rates of Age-Based Withdrawal	Moderate Incr.	Moderate Incr.
Rates of Service-Based Withdrawal	Marginal Incr.	Marginal Incr.
Rates of Disability	Marginal Decr.	Marginal Decr.
Rates of Age-Based Retirement	Moderate Decr.	Moderate Decr.
Pre-Retirement Mortality	Marginal Incr.	Marginal Incr.
Post-Retirement Healthy Mortality	Moderate Incr.	Material Incr.
Post-Retirement Disabled Mortality	Marginal Incr.	Marginal Incr.
Merit and Longevity Salary Increases	Moderate Incr.	Moderate Incr.
Forfeitures	No Change	No Change
End of Career Payments	Marginal Decr.	Marginal Decr.
Marriage Assumption	Marginal Incr.	Marginal Incr.
Administrative Expenses	No Change	No Change
Aggregate (at 7.75% / 3.75%)	Marginal Decr.	Material Incr.
Proposed	5.92%	17.33%

Order of Magnitude
Marginal < Moderate < Material

Changes described are relative to what the 2018-2019 employer rates would have been without any assumption changes. Rate comparisons shown on pages A-13 through A-17 are made between the previously certified rates from the 2016-2017 biennium which were set based on the June 30, 2013 actuarial valuation. The system recognized asset gains in both 2014 and 2015 which would have reduced contribution rates prior to the proposed assumption changes.

2010-2015 EXPERIENCE STUDY
THE EFFECT OF ALTERNATE ASSUMPTIONS ON THE JUNE 30, 2015 ACTUARIAL VALUATION

NHRS IN TOTAL[@]
(\$ IN MILLIONS)

	Current (2016-2017 Adopted Rate based on June 30, 2013 valuation)	Proposed (2018-2019 rates based on the June 30, 2015 valuation)			
	Current (7.75%/3.75%)	Current (7.75%/3.75%)	Alt 1 (7.5%/3.5%)	Alt 2 (7.25%/3.25%)	Alt 3 (7.0%/3.0%)
Demographic Assumptions					
Economic Assumptions					
Employer Pension Normal Cost	2.47%	2.26%	2.48%	2.73%	2.98%
Pension UAAL Payment*	11.08%	10.90%	11.71%	12.54%	13.42%
Total Pension Contribution	13.55%	13.16%	14.19%	15.27%	16.40%
Employer Medical Subsidy Contribution	2.21%	1.54%	1.57%	1.60%	1.62%
Total Employer Contribution	15.76%	14.70%	15.76%	16.87%	18.02%
Total Estimated Employer Contribution \$	\$ 452.8	\$ 421.5	\$ 448.5	\$ 476.7	\$ 505.5
Proposed - June 30, 2015					
	Current June 30, 2015	Current	Alt 1	Alt 2	Alt 3
<u>Pension</u>					
Accrued Liability	\$ 11,488.6	\$ 11,762.6	\$ 12,027.6	\$ 12,303.7	\$ 12,591.2
Valuation Assets	\$ 7,280.8	\$ 7,280.8	\$ 7,280.8	\$ 7,280.8	\$ 7,280.8
UAAL	\$ 4,207.8	\$ 4,481.8	\$ 4,746.8	\$ 5,022.9	\$ 5,310.4
Funded Percent (Valuation Assets/Accrued Liability)	63.4%	61.9%	60.5%	59.2%	57.8%
<u>Medical Subsidy</u>					
Accrued Liability	\$ 675.6	\$ 723.3	\$ 741.9	\$ 761.3	\$ 781.7
Valuation Assets	\$ 19.5	\$ 19.5	\$ 19.5	\$ 19.5	\$ 19.5
UAAL	\$ 656.1	\$ 703.8	\$ 722.4	\$ 741.8	\$ 762.2
Funded Percent (Valuation Assets/Accrued Liability)	2.9%	2.7%	2.6%	2.6%	2.5%

* Unfunded Actuarial Accrued Liability, financed over a 22 year period from the contribution effective date -- 7/1/2017.

@ Totals may not add due to rounding.

NOTE: Current contribution rates shown were set based on the June 30, 2013 valuation. Contribution rates based on the June 30, 2015 valuation without any assumption changes would have been 12.24% of payroll for pension, 1.40% for the medical subsidy and 13.64% in total.

2010-2015 EXPERIENCE STUDY

THE EFFECT OF ALTERNATE ASSUMPTIONS ON THE JUNE 30, 2015 ACTUARIAL VALUATION

EMPLOYEES (\$ IN MILLIONS)

Demographic Assumptions Economic Assumptions	Current (2016-2017 Adopted Rate based on June 30, 2013 valuation)			Proposed (2018-2019 rates based on the June 30, 2015 valuation)											
	Current (7.75%/3.75%)			Current (7.75%/3.75%)			Alt 1 (7.5%/3.5%)			Alt 2 (7.25%/3.25%)			Alt 3 (7.0%/3.0%)		
				Pol.			Pol.			Pol.			Pol.		
	State	Pol. Sub.	Total	State	Sub.	Total	State	Sub.	Total	State	Sub.	Total	State	Sub.	Total
Employer Pension Normal Cost	2.14%	2.14%	2.14%	1.82%	1.82%	1.82%	1.98%	1.98%	1.98%	2.16%	2.16%	2.16%	2.33%	2.33%	2.33%
Pension UAAL Payment*	8.72%	8.72%	8.72%	7.81%	7.81%	7.81%	8.35%	8.35%	8.35%	8.92%	8.92%	8.92%	9.51%	9.51%	9.51%
Total Pension Contribution	10.86%	10.86%	10.86%	9.63%	9.63%	9.63%	10.33%	10.33%	10.33%	11.08%	11.08%	11.08%	11.84%	11.84%	11.84%
Employer Medical Subsidy Contribution	1.64%	0.31%		1.04%	0.28%		1.05%	0.29%		1.07%	0.30%		1.09%	0.31%	
Total Employer Contribution	12.50%	11.17%		10.67%	9.91%		11.38%	10.62%		12.15%	11.38%		12.93%	12.15%	
Total Estimated Employer Contribution \$			\$ 148.4			\$ 129.2			\$ 137.2			\$ 145.6			\$ 154.1
Pension															
Accrued Liability			\$ 3,864.5			\$ 3,846.0			\$ 3,925.5			\$ 4,008.1			\$ 4,094.1
Valuation Assets			\$ 2,403.3			\$ 2,403.3			\$ 2,403.3			\$ 2,403.3			\$ 2,403.3
UAAL			\$ 1,461.2			\$ 1,442.7			\$ 1,522.2			\$ 1,604.8			\$ 1,690.8
Funded Percent (Valuation Assets/Accrued Liability)			62.2%			62.5%			61.2%			60.0%			58.7%
Medical Subsidy															
Accrued Liability	\$ 73.7	\$ 58.6	\$ 132.3	\$ 75.5	\$ 59.2	\$ 134.7	\$ 76.9	\$ 60.4	\$ 137.3	\$ 78.3	\$ 61.6	\$ 139.9	\$ 79.9	\$ 62.9	\$ 142.8
Valuation Assets	\$ 0.5	\$ 22.0	\$ 22.5	\$ 0.5	\$ 22.0	\$ 22.5	\$ 0.5	\$ 22.0	\$ 22.5	\$ 0.5	\$ 22.0	\$ 22.5	\$ 0.5	\$ 22.0	\$ 22.5
UAAL	\$ 73.2	\$ 36.6	\$ 109.8	\$ 75.0	\$ 37.2	\$ 112.2	\$ 76.4	\$ 38.4	\$ 114.8	\$ 77.8	\$ 39.6	\$ 117.4	\$ 79.4	\$ 40.9	\$ 120.3
Funded Percent (Valuation Assets/Accrued Liability)	0.7%	37.5%	17.0%	0.7%	37.2%	16.7%	0.7%	36.4%	16.4%	0.6%	35.7%	16.1%	0.6%	35.0%	15.8%

* Unfunded Actuarial Accrued Liability, financed over a 22 year period from the contribution effective date -- 7/1/2017.

NOTE: Current contribution rates shown were set based on the June 30, 2013 valuation. Contribution rates based on the June 30, 2015 valuation without any assumption changes would have been 9.90% of payroll for pension, 1.01% for the State employees medical subsidy and 0.24% for the Political Subdivision employees medical subsidy, and 10.91% in total for State and 10.14% in total for Political Subdivision employees.

2010-2015 EXPERIENCE STUDY
THE EFFECT OF ALTERNATE ASSUMPTIONS ON THE JUNE 30, 2015 ACTUARIAL VALUATION

TEACHERS
(\$ IN MILLIONS)

	Current (2016-2017 Adopted Rate based on June 30, 2013 valuation)	Proposed (2018-2019 rates based on the June 30, 2015 valuation)			
		Current (7.75%/3.75%)	Alt 1 (7.5%/3.5%)	Alt 2 (7.25%/3.25%)	Alt 3 (7.0%/3.0%)
Demographic Assumptions					
Economic Assumptions					
Employer Pension Normal Cost	1.69%	1.66%	1.86%	2.07%	2.30%
Pension UAAL Payment*	<u>11.03%</u>	<u>12.03%</u>	<u>12.81%</u>	<u>13.63%</u>	<u>14.48%</u>
Total Pension Contribution	12.72%	13.69%	14.67%	15.70%	16.78%
Employer Medical Subsidy Contribution	<u>2.95%</u>	<u>1.61%</u>	<u>1.64%</u>	<u>1.66%</u>	<u>1.69%</u>
Total Employer Contribution	15.67%	15.30%	16.31%	17.36%	18.47%
Total Estimated Employer Contribution \$	\$ 183.8	\$ 178.2	\$ 188.6	\$ 199.3	\$ 210.5
	Current June 30, 2015	Proposed - June 30, 2015			
		Current	Alt 1	Alt 2	Alt 3
<u>Pension</u>					
Accrued Liability	\$ 4,439.6	\$ 4,641.3	\$ 4,745.0	\$ 4,852.8	\$ 4,964.8
Valuation Assets	<u>\$ 2,682.1</u>	<u>\$ 2,682.1</u>	<u>\$ 2,682.1</u>	<u>\$ 2,682.1</u>	<u>\$ 2,682.1</u>
UAAL	\$ 1,757.5	\$ 1,959.2	\$ 2,062.9	\$ 2,170.7	\$ 2,282.7
Funded Percent (Valuation Assets/Accrued Liability)	60.4%	57.8%	56.5%	55.3%	54.0%
<u>Medical Subsidy</u>					
Accrued Liability	\$ 229.4	\$ 252.4	\$ 258.1	\$ 264.0	\$ 270.2
Valuation Assets	<u>\$ (13.3)</u>	<u>\$ (13.3)</u>	<u>\$ (13.3)</u>	<u>\$ (13.3)</u>	<u>\$ (13.3)</u>
UAAL	\$ 242.7	\$ 265.7	\$ 271.4	\$ 277.3	\$ 283.5
Funded Percent (Valuation Assets/Accrued Liability)	(5.8)%	(5.3)%	(5.2)%	(5.0)%	(4.9)%

* Unfunded Actuarial Accrued Liability, financed over a 22 year period from the contribution effective date -- 7/1/2017.

NOTE: Current contribution rates shown were set based on the June 30, 2013 valuation. Contribution rates based on the June 30, 2015 valuation without any assumption changes would have been 11.79% of payroll for pension, 1.39% for the medical subsidy and 13.18% in total.

2010-2015 EXPERIENCE STUDY
THE EFFECT OF ALTERNATE ASSUMPTIONS ON THE JUNE 30, 2015 ACTUARIAL VALUATION

POLICE
(\$ IN MILLIONS)

	<i>Current (2016-2017 Adopted Rate based on June 30, 2013 valuation)</i>	Proposed (2018-2019 rates based on the June 30, 2015 valuation)			
		Current (7.75%/3.75%)	Alt 1 (7.5%/3.5%)	Alt 2 (7.25%/3.25%)	Alt 3 (7.0%/3.0%)
Demographic Assumptions					
Economic Assumptions					
Employer Pension Normal Cost	5.06%	4.69%	5.16%	5.67%	6.19%
Pension UAAL Payment*	<u>17.48%</u>	<u>16.50%</u>	<u>18.04%</u>	<u>19.66%</u>	<u>21.35%</u>
Total Pension Contribution	22.54%	21.19%	23.20%	25.33%	27.54%
Employer Medical Subsidy Contribution	<u>3.84%</u>	<u>3.97%</u>	<u>4.03%</u>	<u>4.10%</u>	<u>4.16%</u>
Total Employer Contribution	26.38%	25.16%	27.23%	29.43%	31.70%
Total Estimated Employer Contribution \$	\$ 82.4	\$ 78.5	\$ 84.4	\$ 90.6	\$ 96.8
Proposed - June 30, 2015					
<u>Pension</u>	<u>Current</u>	<u>Current</u>	<u>Alt 1</u>	<u>Alt 2</u>	<u>Alt 3</u>
Accrued Liability	\$ 2,159.6	\$ 2,226.2	\$ 2,282.5	\$ 2,341.4	\$ 2,403.0
Valuation Assets	\$ 1,477.5	\$ 1,477.5	\$ 1,477.5	\$ 1,477.5	\$ 1,477.5
UAAL	\$ 682.1	\$ 748.7	\$ 805.0	\$ 863.9	\$ 925.5
Funded Percent (Valuation Assets/Accrued Liability)	68.4%	66.4%	64.7%	63.1%	61.5%
<u>Medical Subsidy (Police and Fire Combined)</u>					
Accrued Liability	\$ 313.9	\$ 336.2	\$ 346.5	\$ 357.4	\$ 368.7
Valuation Assets	\$ 10.3	\$ 10.3	\$ 10.3	\$ 10.3	\$ 10.3
UAAL	\$ 303.6	\$ 325.9	\$ 336.2	\$ 347.1	\$ 358.4
Funded Percent (Valuation Assets/Accrued Liability)	3.3%	3.1%	3.0%	2.9%	2.8%

* Unfunded Actuarial Accrued Liability, financed over a 22 year period from the contribution effective date -- 7/1/2017.

NOTE: Current contribution rates shown were set based on the June 30, 2013 valuation. Contribution rates based on the June 30, 2015 valuation without any assumption changes would have been 19.31% of payroll for pension, 3.72% for the medical subsidy and 23.03% in total.

2010-2015 EXPERIENCE STUDY
THE EFFECT OF ALTERNATE ASSUMPTIONS ON THE JUNE 30, 2015 ACTUARIAL VALUATION

FIRE
(\$ IN MILLIONS)

	<i>Current (2016-2017 Adopted Rate based on June 30, 2013 valuation)</i>	Proposed (2018-2019 rates based on the June 30, 2015 valuation)			
		Current	Alt 1	Alt 2	Alt 3
Demographic Assumptions	Current	(7.75%/3.75%)	(7.5%/3.5%)	(7.25%/3.25%)	(7.0%/3.0%)
Economic Assumptions					
Employer Pension Normal Cost	6.56%	5.92%	6.47%	7.05%	7.65%
Pension UAAL Payment*	<u>18.76%</u>	<u>17.33%</u>	<u>18.99%</u>	<u>20.74%</u>	<u>22.58%</u>
Total Pension Contribution	25.32%	23.25%	25.46%	27.79%	30.23%
Employer Medical Subsidy Contribution	<u>3.84%</u>	<u>3.97%</u>	<u>4.03%</u>	<u>4.10%</u>	<u>4.16%</u>
Total Employer Contribution	29.16%	27.22%	29.49%	31.89%	34.39%
Total Estimated Employer Contribution \$	\$ 38.2	\$ 35.6	\$ 38.3	\$ 41.2	\$ 44.1
Proposed - June 30, 2015					
	Current	Current	Alt 1	Alt 2	Alt 3
Pension	June 30, 2015				
Accrued Liability	\$ 1,024.9	\$ 1,049.1	\$ 1,074.6	\$ 1,101.4	\$ 1,129.3
Valuation Assets	\$ 717.9	\$ 717.9	\$ 717.9	\$ 717.9	\$ 717.9
UAAL	\$ 307.0	\$ 331.2	\$ 356.7	\$ 383.5	\$ 411.4
Funded Percent (Valuation Assets/Accrued Liability)	70.0%	68.4%	66.8%	65.2%	63.6%
Medical Subsidy (Police and Fire Combined)					
Accrued Liability	\$ 313.9	\$ 336.2	\$ 346.5	\$ 357.4	\$ 368.7
Valuation Assets	\$ 10.3	\$ 10.3	\$ 10.3	\$ 10.3	\$ 10.3
UAAL	\$ 303.6	\$ 325.9	\$ 336.2	\$ 347.1	\$ 358.4
Funded Percent (Valuation Assets/Accrued Liability)	3.3%	3.1%	3.0%	2.9%	2.8%

* *Unfunded Actuarial Accrued Liability, financed over a 22 year period from the contribution effective date -- 7/1/2017.*

NOTE: Current contribution rates shown were set based on the June 30, 2013 valuation. Contribution rates based on the June 30, 2015 valuation without any assumption changes would have been 21.99% of payroll for pension, 3.72% for the medical subsidy and 25.71% in total.

SECTION B

ECONOMIC ASSUMPTIONS

ECONOMIC ASSUMPTIONS

The relevant Actuarial Standard of Practice for economic assumption setting is ASOP No. 27, Selection of Economic Assumptions for Measuring Pension Obligations. Note that ASOP No. 27 has been revised since the last experience study. Perhaps the most significant change is the narrowing of the reasonable range for economic assumptions. All recommendations on economic assumptions in this report are based on the current version of ASOP No. 27.

Under ASOP No. 27, the type of measurement consistent with the statutory requirement is referred to as contribution budgeting. For contribution budgeting with the level percent of payroll objective, the selection of the investment return assumption depends upon the investment portfolio and investment policy. It is important to note that an actuarial investment return assumption based on expected future experience is a single estimate and consequently implicitly assumes that positive and negative risk will “cancel out” over time. In other words, the investment risk is not reflected in advance under this approach. Instead, investment risk is reflected with each annual actuarial valuation as actual investment experience emerges.

An alternative approach is to determine present values using a discount rate assumption which is independent of the investment portfolio and therefore independent of the investment risk. This approach is referred to in ASOP No. 27 as a market-consistent measurement. As described in ASOP No. 27, “...a market-consistent measurement may use a discount rate implicit in the price at which benefits that are expected to be paid in the future would trade in an open market between a knowledgeable seller and a knowledgeable buyer. In some instances, that discount rate may be approximated by market yields for a hypothetical bond portfolio whose cash flows reasonably match the pattern of benefits expected to be paid in the future. The type and quality of bonds in the hypothetical portfolio may depend on the particular type of market-consistent measurement.”

In the current low interest rate environment, a market-consistent measurement of the benefit obligation would be based on a discount rate much lower than a reasonable assumed rate of investment return and therefore equate to a much higher liability. Moreover, with interest rates changing every year, the market-consistent discount rates would change every year, introducing volatility in the liability measurement.

In our opinion, a market-consistent measurement is not consistent with the statutory objective of budgeting contributions as a level percent of payroll. That said, a market-consistent measurement may be useful for investment purposes such as a liability driven investment strategy. In addition, the Actuarial Standards of Practice continue to evolve. There may be a point in the not-too-distant future when a calculation of a market-consistent liability is required to be presented in actuarial valuation reports, even if it is not used for determining budgeting contributions.

The following analysis includes reviewing the current NHRS investment policy under various capital market assumptions. The purpose of this analysis is to determine the reasonability of the assumed rate of return for purposes of the valuation. Nothing in this report should be construed as GRS giving investment advice.

ECONOMIC ASSUMPTIONS

Economic Assumptions used in the Annual Actuarial Valuations

The remainder of this Section provides the Board with the technical information needed to make an informed decision on NHRS' economic assumptions. The Background primarily discussed the investment return assumption which is used as the discount rate, but that is not the only economic assumption. The economic assumptions used in the annual actuarial valuations are as follows:

- Investment return,
- Wage inflation,
- Price inflation,
- Merit and longevity pay increases,
- End of career payments,
- Size of the active population, (economic because of its relationship to total payroll growth); and
- Administrative expenses.

Each of these assumptions will be discussed and in some cases the relationships between assumptions will also be discussed. For example, the difference between the investment return assumption and the price inflation assumption is often referred to as the spread or the real return for investment purposes. This information can be useful for investment purposes when assessing certain risk premia. For actuarial purposes the difference between the investment return and wage inflation assumption is also a useful measure of the spread or real return since benefits (and hence liabilities) grow with wages not prices. Whenever possible, we will make the distinction clear, but in general, real return is understood most commonly to relate to price inflation.

A summary of the economic assumptions currently in place for NHRS is shown below.

- Assumed rate of investment return – 7.75% per year, net of investment expenses,
- Assumed rate of wage inflation – 3.75% per year,
- Assumed rate of price inflation – 3.0% per year (implicit),
- Assumed rate of merit and longevity pay increases – rates based on the service of the member,
- End of career payments – loads based on the definition of compensation for each of the four member classifications,
- Assumed size of the active population – expected to remain at the current level, and
- Administrative expenses – 0.35% of payroll added to the Normal Cost.

Many of the economic assumptions are developed using a building block method which depends on the analysis of price inflation. Since the last experience study, there has been a significant shift in the expectations on the part of many forecasters for future performance in the capital markets. In particular, expectations for future price inflation have decreased significantly and this affects expectations for nominal returns of most if not all investment classes.

ECONOMIC ASSUMPTIONS

Reviewing the Investment Return Assumption

The review of the investment return assumption in this report are forward-looking measures of likely investment return outcomes for the asset classes in the current investment policy. For purposes of this analysis, we have analyzed NHRS' investment policy with the capital market assumptions from eight nationally recognized investment consultants. We have compared this analysis with that of NHRS' Investment Staff and Investment Consultant, NEPC. We thank NHRS' Staff and NEPC for their cooperation. We have attempted to make our analysis as independent as possible and used our discussions with NHRS Staff as confirmation of our understanding of NHRS' investment objectives.

The investment consultants who have shared their capital market assumptions with us are (in alphabetical order) BNY Mellon, HEK, JPMorgan, Mercer, NEPC, PCA, RVK, and Willis Towers Watson. It is important to understand that in general no two investment consultants will consider the same asset classes. Moreover, there are differences in investment horizons, price inflation, the treatment of investment expenses, excess manager performance (i.e., alpha), geometric vs. arithmetic averages, and other technical differences.

We have incorporated the assumptions of these eight consultants into our Capital Market Assumption Modeler (CMAM). To the best of our ability, we have adapted the NHRS investment policy to fit with the eight consultants' assumptions adjusting for these known differences in assumptions and methodology. In the following charts, all returns are net of investment expenses and have no assumption for excess manager performance (alpha).

ASOP No. 27 acknowledges that for any given economic assumption, there is a reasonable range of opinions on that assumption. This is evident from the summaries we show from our CMAM.

Presented below is the approximate current asset allocation for NHRS. The approximate asset allocation is based upon the study prepared by NEPC in December 2015 and provided to GRS for use in this Experience Study. The NHRS June 30, 2016 target portfolio was analyzed to estimate future investment returns.

	<u>Target Allocation</u>
Domestic Equity	30%
International Equity	20%
Fixed Income	25%
Real Estate	10%
Alternative Investments	15%
Expected 5-7 Year Return	6.47%
Expected 5-7 Year Standard Deviation	12.45%
Expected 30 Year Return	7.49%
Expected 30 Year Standard Deviation	12.45%

ECONOMIC ASSUMPTIONS

The arithmetic expected return developed from this asset allocation is shown in the table below. The CMAM begins with the nominal expected return from each consultant (column 2), takes out each consultant's price inflation assumption (column 3) to arrive at the real return (column 4). We then incorporate the price inflation assumption of 2.5% (column 5) to get the adjusted nominal return (column 6). Plan administrative expenses are shown as 0.0% (Column 9) since they are contributed by the employers in the normal cost. Note that this return has not yet been adjusted for risk or "volatility drag." We have shown the standard deviation of returns as the investment risk (column 9).

Investment Consultant	Investment Consultant Expected Nominal Return	Investment Consultant Inflation Assumption	Expected Real Return (2)-(3)	Actuary Inflation Assumption	Expected Nominal Return (4)+(5)	Plan Incurred Administrative Expenses	Expected Nominal Return Net of Expenses (6)-(7)	Standard Deviation of Expected Return (1-Year)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	5.73%	2.12%	3.61%	2.50%	6.11%	0.00%	6.11%	10.85%
2	6.74%	2.50%	4.24%	2.50%	6.74%	0.00%	6.74%	12.10%
3	6.78%	2.50%	4.28%	2.50%	6.78%	0.00%	6.78%	11.19%
4	6.89%	2.20%	4.69%	2.50%	7.19%	0.00%	7.19%	11.26%
5	7.13%	2.26%	4.87%	2.50%	7.37%	0.00%	7.37%	10.95%
6	7.17%	2.11%	5.06%	2.50%	7.56%	0.00%	7.56%	11.70%
7	7.80%	2.20%	5.60%	2.50%	8.10%	0.00%	8.10%	12.10%
8	8.21%	2.25%	5.96%	2.50%	8.46%	0.00%	8.46%	12.45%
Average	7.06%	2.27%	4.79%	2.50%	7.29%	0.00%	7.29%	11.58%

The average expected nominal return from column 8 is 7.29%. Note that the expected rate of return shown in the table above represents the *average* future expected return which is higher than the *median* future expected return. Setting the valuation assumption at this return means that over time the *average* accumulated assets will grow at this rate. However, in any given year it is less than 50% likely that this return will be achieved. From the perspective of the Actuarial Standards of Practice, this is a reasonable assumption.

It is important to keep in mind the investment horizon for actuarial purposes is very long (e.g., 50-70 years). Return expectations over short horizons (e.g., 5-7 years) may be appropriate for monitoring investment performance, but should not be given undue weight for setting the actuarial assumption. We understand that NEPC recently estimated an expected return for NHRS of 6.47% on a 5-7 year horizon and 7.49% on a 30-year horizon.

ECONOMIC ASSUMPTIONS

Recommendation

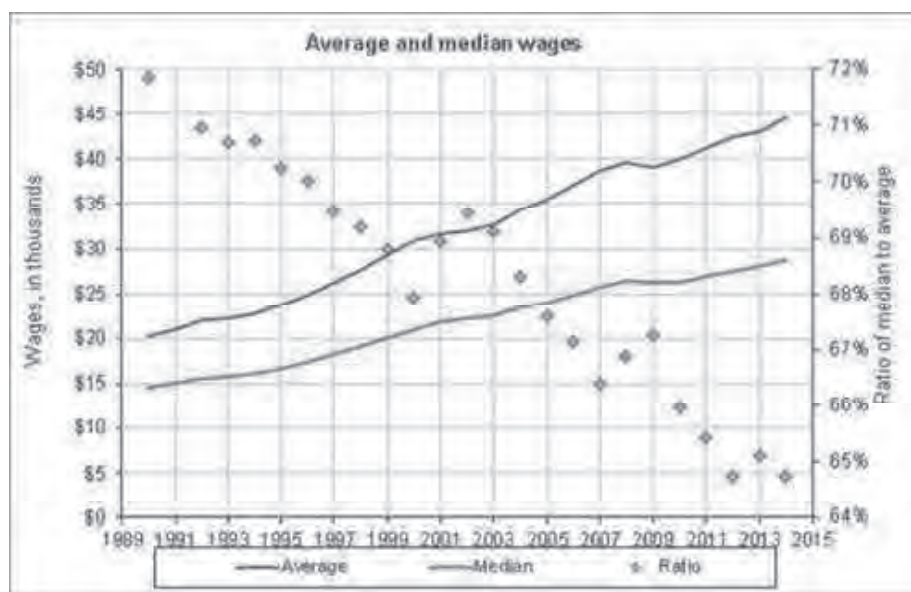
We recommend lowering the assumed rate of return below the current 7.75%. For purposes of this study, we have shown economic scenarios with rate of assumptions of 7.50%, 7.25%, and 7.00%, net of investment expenses. Other assumptions may also be reasonable.

Disclosures

The results in this report are based on Capital Market Assumptions (CMAs) from eight national investment consulting firms. The actual decisions of appropriate assets classes were developed with input from NHRS Investment Staff on current capital market assumptions, NHRS' investment policy, and are net of investment expenses with no alpha expectations. These results will vary from information provided by NEPC and NHRS Investment Staff primarily due to the differing horizons provided (10, 12, 15, 20 and 30 years) and differing distinctions and categorizations amongst investment classes as well as minor variations in the underlying models. The information is not intended to be construed as investment advice.

Reviewing the Wage Inflation Assumption

Macroeconomic theory suggests that in the long run wages are expected to exceed prices in an economy with healthy productivity growth. The current wage inflation assumption is 3.75% per year. The spread of wages over prices is currently 0.75% (3.75% - 3.00%). The average wage inflation experienced from 1990 through 2014 (the last full year available) as measured by the Social Security Administration (SSA) was 3.36% per year, roughly 100 basis points higher than price inflation over the same period. However, the SSA also observes that the median increase in compensation from 1990 through 2014 was 2.91% per year, less than 50 basis points higher than price inflation over the same period. The following chart produced by the SSA illustrates these trends.



ECONOMIC ASSUMPTIONS

In more recent periods, such as the 10-year period from 2004 through 2014, average compensation outpaced inflation by only 40 basis points and median compensation increases were below inflation.

One measure of short term wage inflation is the increase in average pay. The following table shows the increase in the average member pay for each of the four member classifications and in total over the experience study period.

		Increase in Average Pay				
		Employees	Teachers	Police	Fire	Total
	2010 - 2011	3.7%	2.3%	2.9%	1.7%	3.0%
	2011 - 2012	(0.2)%	1.7%	1.2%	4.4%	1.1%
	2012 - 2013	(0.0)%	0.7%	0.2%	2.4%	0.4%
	2013 - 2014	1.9%	(0.0)%	1.9%	(0.8)%	1.0%
	2014 - 2015	4.7%	3.1%	3.2%	2.1%	3.7%
Wage Inflation	2010-2015	2.0%	1.5%	1.9%	1.9%	1.8%
Price Inflation		1.8%	1.8%	1.8%	1.8%	1.8%
Spread of Wages Over Prices		0.2%	(0.3)%	0.1%	0.1%	0.0%

These NHRS-based measures may not be perfect since the demographics within each member classification shift over time, but they give an indication that in general recent experienced wage inflation has not exceeded price inflation as much as historical norms. In the long run, we do not expect this pattern to persist.

Based on this information, our opinion is that it would be reasonable to lower the 3.75% wage inflation assumption. The selection of wage inflation is linked to the selection of price inflation. On a forward looking basis, we believe that the current spread of wages over prices of 0.75% is reasonable. A lower spread would also be reasonable.

Recommendation

We recommend lowering the assumed rate of wage inflation below the current 3.75%. For purposes of this study, we have shown economic scenarios with wage inflation assumptions of 3.50%, 3.25%, and 3.00%. Other assumptions may also be reasonable.

ECONOMIC ASSUMPTIONS

Reviewing the Price Inflation Assumption

No specific price inflation assumption is currently used in the valuation since there are no benefits that are specifically linked to price inflation. However, a price inflation assumption of 3.0% per year was considered in the building block development of the assumed rate of return in the prior experience study. The high inflation of the 1970s and 1980s is well in the past. The geometric average price inflation over the last 25 years from December 1990 to December 2015 (the most recent month available) was 2.30% per year. In the five years of the experience study from June 2010 to June 2015, the geometric average price inflation was 1.83% per year.

It is important not to give undue weight to recent experience. We must also consider future expectations as well. One measure is the spread between yields on U.S. Treasuries and U.S. TIPS. This calculation varies depending on the maturity selected. Moreover, there may be other influences on the result such as a risk premium on Treasuries and a liquidity premium on TIPS. Nevertheless, it is a measure easily made.

The longest horizon we can use for this basis is 30 years. The yield on 30-year Treasuries as of December 30, 2015 was 3.04% and the yield on inflation index TIPS was 1.31% for a raw difference of 1.73%. This is significantly lower than past experience and noticeably below the Federal Reserve's target inflation rate of 2.0%.

Another point of reference is the 2015 Social Security Trustees report which assumed three scenarios of ultimate annual increases in CPI of 3.4%, 2.7%, and 2.0% for the low-cost, intermediate, and high-cost scenarios. The Social Security Trustees report uses the ultimate rates for their 75-year projections, much longer than the longest horizon we can discern from Treasuries and TIPS.

Based on this information, our opinion is that it would be reasonable to lower the price inflation assumption of 3.0%. We caution against lowering the price inflation assumption below 2.0%. Even though the Treasury/TIPS measure is below 2.0% for 30 years, the Federal Reserve's target and the Social Security Trustees' ultimate high cost assumptions are both 2.0%.

Recommendation

We recommend lowering the assumed rate of price inflation below the current 3.00%. For purposes of this study, we have used a price inflation assumption of 2.75%, 2.50% and 2.25% per year. Other assumptions may also be reasonable.

ECONOMIC ASSUMPTIONS

Reviewing the Merit and Longevity Assumptions

Pay increases granted to active members typically consist of two pieces:

- An across-the-board, economic type of increase granted to most or all members of the group. This increase is typically tied to wage inflation or cost of living changes, and
- An increase as a result of merit and seniority. This increase is typically related to the performance of an individual and includes promotions and increased years of experience.

The assumption for across-the-board increases is the pay inflation assumption discussed in the wage inflation section. The merit and seniority portion of pay increases are discussed in this section.

We reviewed the merit and seniority pay increases experienced by member classification during the 5-year period. For each member classification, the 5-year increase in average pay was subtracted from the actual pay increases to obtain the merit/seniority portion of the pay increases. It should be noted that the results of the analysis are sensitive to the estimated wage inflation component.

The results of the analysis are shown on pages B-10 through B-17. Using the technique described above, observed pay increases were generally lower than presently assumed increases for Employees and higher for the other member classifications. This analysis suggests a need to decrease the merit/seniority pay increase assumption for Employees and increase the assumption for the other remaining member classifications.

Recommendation

We recommend lowering the assumed rates of merit and longevity for Employees and raising the rates for Teachers, Police, and Fire as indicated on pages B-10 through B-17.

ECONOMIC ASSUMPTIONS

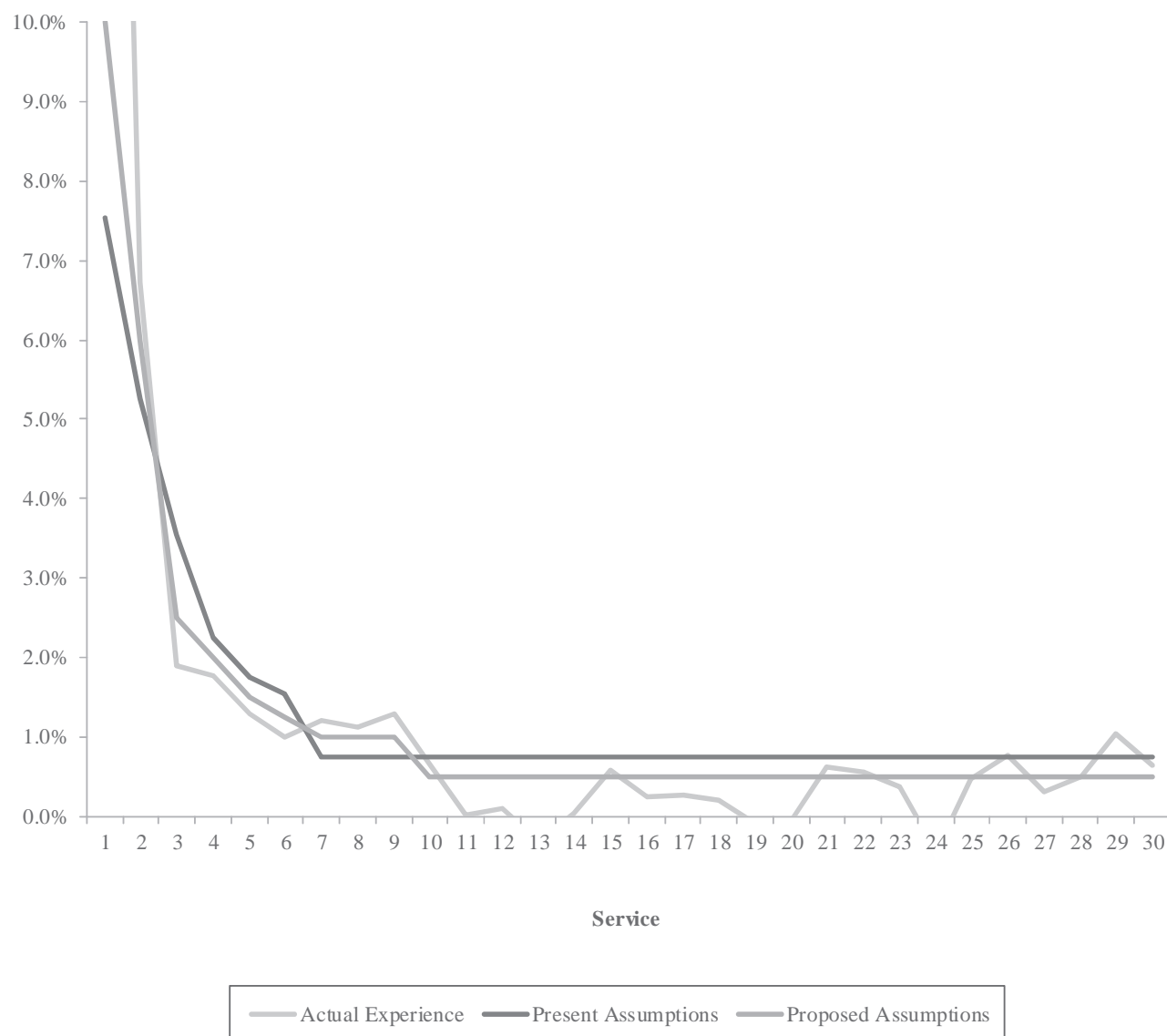
EMPLOYEES MERIT AND LONGEVITY PAY INCREASES

Service Index	Number	Merit/Seniority % Increase		
		Actual*	Expected	
			Present	Proposed
1	2,913	24.20 %	7.55 %	10.00 %
2	7,055	6.71 %	5.25 %	6.00 %
3	6,352	1.89 %	3.55 %	2.50 %
4	6,361	1.78 %	2.25 %	2.00 %
5	6,435	1.29 %	1.75 %	1.50 %
6	6,539	0.99 %	1.55 %	1.25 %
7	6,464	1.20 %	0.75 %	1.00 %
8	6,055	1.12 %	0.75 %	1.00 %
9	5,697	1.29 %	0.75 %	1.00 %
10	5,452	0.66 %	0.75 %	0.50 %
11	5,147	0.03 %	0.75 %	0.50 %
12	4,924	0.10 %	0.75 %	0.50 %
13	4,626	(0.32)%	0.75 %	0.50 %
14	4,133	0.04 %	0.75 %	0.50 %
15	3,668	0.59 %	0.75 %	0.50 %
16	3,105	0.25 %	0.75 %	0.50 %
17	2,694	0.28 %	0.75 %	0.50 %
18	2,410	0.22 %	0.75 %	0.50 %
19	2,196	(0.08)%	0.75 %	0.50 %
20	1,992	(0.04)%	0.75 %	0.50 %
21	1,862	0.63 %	0.75 %	0.50 %
22	1,887	0.57 %	0.75 %	0.50 %
23	1,894	0.36 %	0.75 %	0.50 %
24	1,831	(0.45)%	0.75 %	0.50 %
25	1,709	0.47 %	0.75 %	0.50 %
26	1,616	0.77 %	0.75 %	0.50 %
27	1,323	0.32 %	0.75 %	0.50 %
28	1,054	0.51 %	0.75 %	0.50 %
29	905	1.04 %	0.75 %	0.50 %
30	786	0.64 %	0.75 %	0.50 %
Total	109,085			

* Actual merit is actual total reduced by the estimated wage increase of 2.0%.

ECONOMIC ASSUMPTIONS

EMPLOYEES MERIT AND LONGEVITY PAY INCREASES GRAPH



ECONOMIC ASSUMPTIONS

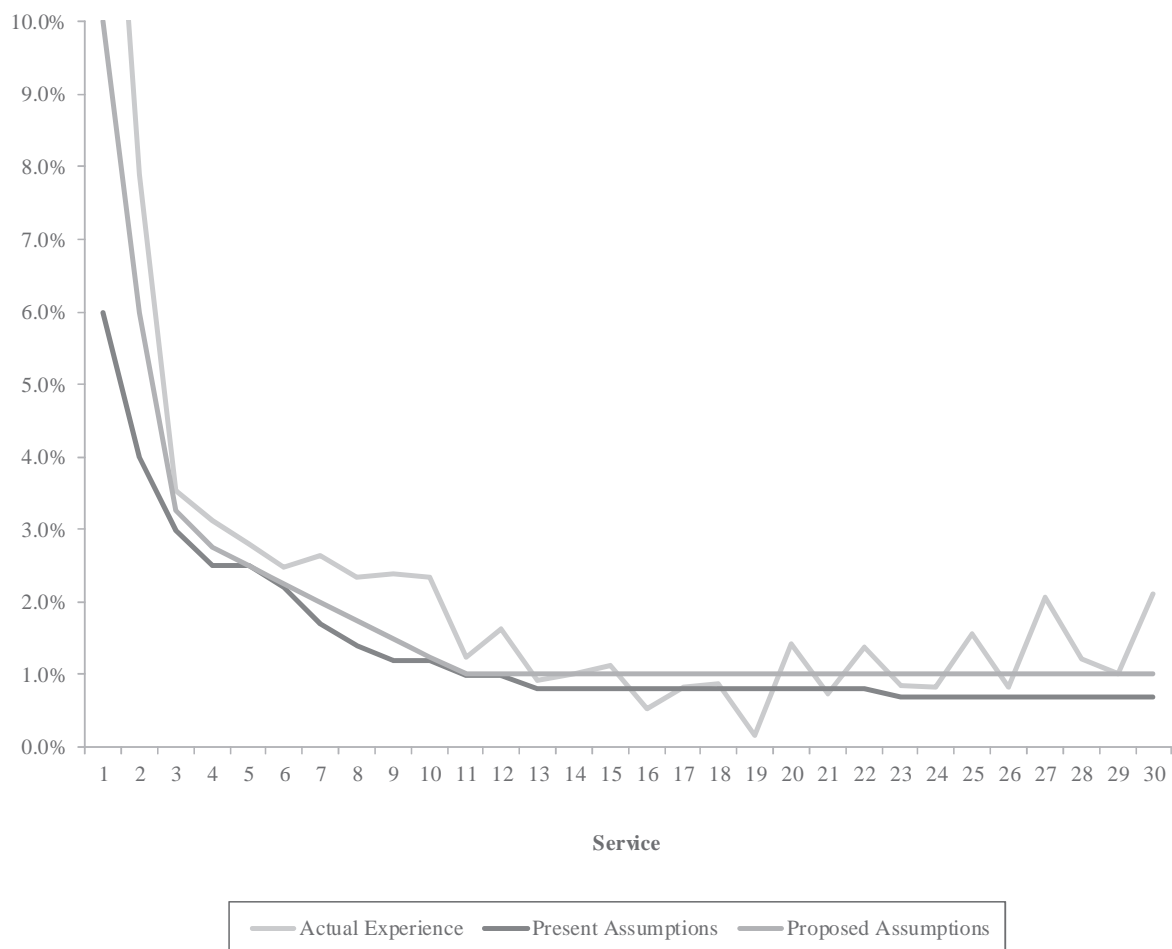
TEACHERS MERIT AND LONGEVITY PAY INCREASE

Service Index	Number	Merit/Seniority % Increase		
		Actual*	Expected	
			Present	Proposed
1	240	15.01 %	6.00 %	10.00 %
2	3,761	7.89 %	4.00 %	6.00 %
3	3,838	3.53 %	3.00 %	3.25 %
4	3,927	3.11 %	2.50 %	2.75 %
5	4,090	2.81 %	2.50 %	2.50 %
6	4,232	2.47 %	2.20 %	2.25 %
7	4,370	2.64 %	1.70 %	2.00 %
8	4,209	2.34 %	1.40 %	1.75 %
9	4,032	2.38 %	1.20 %	1.50 %
10	3,964	2.35 %	1.20 %	1.25 %
11	3,961	1.24 %	1.00 %	1.00 %
12	3,951	1.62 %	1.00 %	1.00 %
13	3,750	0.93 %	0.80 %	1.00 %
14	3,559	1.01 %	0.80 %	1.00 %
15	3,280	1.13 %	0.80 %	1.00 %
16	2,874	0.54 %	0.80 %	1.00 %
17	2,497	0.83 %	0.80 %	1.00 %
18	2,275	0.87 %	0.80 %	1.00 %
19	2,001	0.17 %	0.80 %	1.00 %
20	1,748	1.43 %	0.80 %	1.00 %
21	1,554	0.73 %	0.80 %	1.00 %
22	1,447	1.37 %	0.80 %	1.00 %
23	1,422	0.85 %	0.70 %	1.00 %
24	1,442	0.82 %	0.70 %	1.00 %
25	1,456	1.57 %	0.70 %	1.00 %
26	1,407	0.83 %	0.70 %	1.00 %
27	1,335	2.07 %	0.70 %	1.00 %
28	1,185	1.21 %	0.70 %	1.00 %
29	1,028	1.01 %	0.70 %	1.00 %
30	946	2.12 %	0.70 %	1.00 %
Total	79,781			

* Actual merit is actual total reduced by the estimated wage increase of 1.5%.

ECONOMIC ASSUMPTIONS

TEACHERS MERIT AND LONGEVITY PAY INCREASE GRAPH



ECONOMIC ASSUMPTIONS

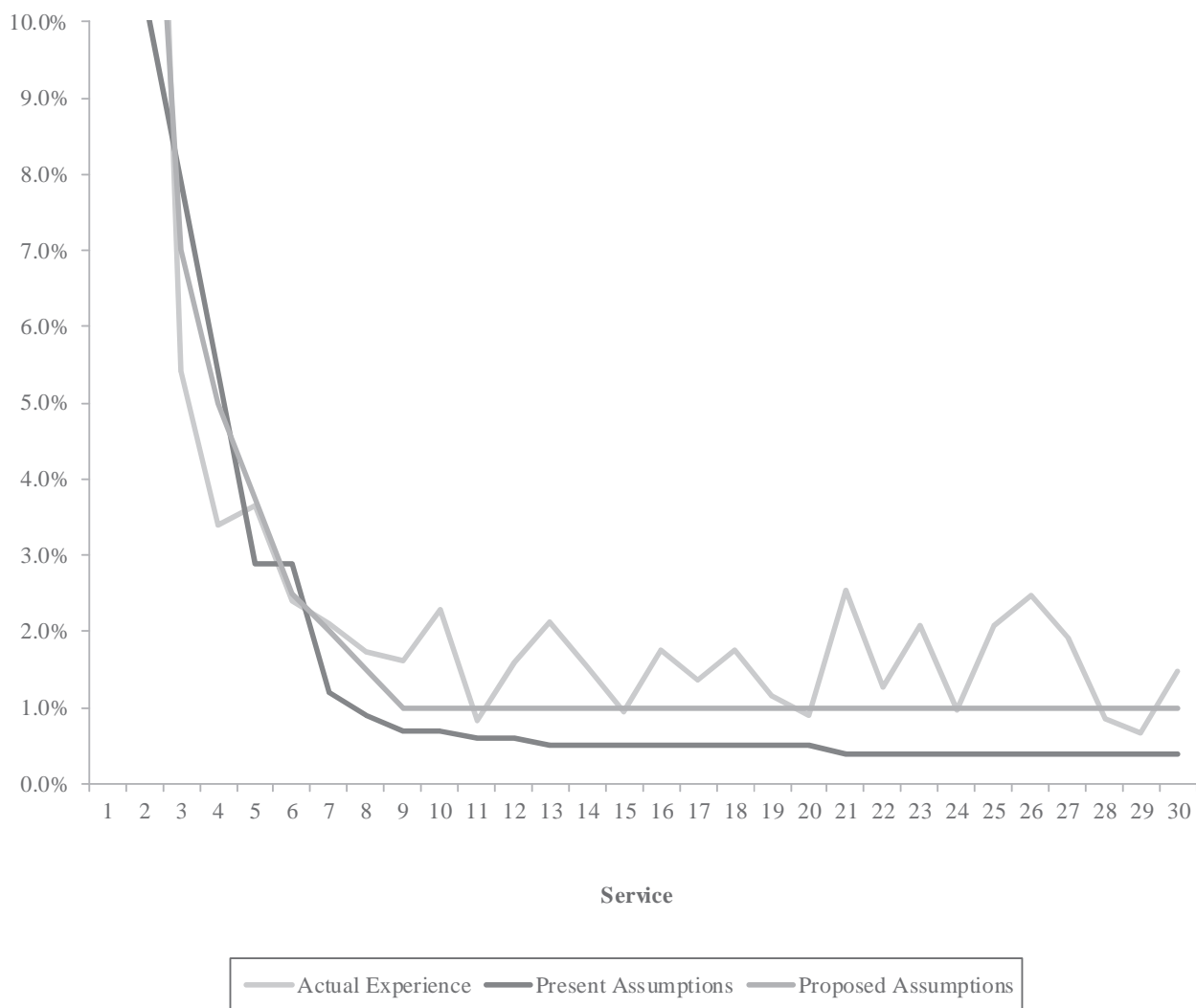
POLICE MERIT AND LONGEVITY PAY INCREASE

Service Index Number		Merit/Seniority % Increase		
		Actual*	Expected	
			Present	Proposed
1	518	42.77 %	20.40 %	22.00 %
2	1,067	19.29 %	10.40 %	15.00 %
3	991	5.41 %	7.90 %	7.00 %
4	953	3.40 %	5.40 %	5.00 %
5	979	3.65 %	2.90 %	3.75 %
6	979	2.40 %	2.90 %	2.50 %
7	1,029	2.10 %	1.20 %	2.00 %
8	969	1.73 %	0.90 %	1.50 %
9	911	1.61 %	0.70 %	1.00 %
10	896	2.29 %	0.70 %	1.00 %
11	906	0.83 %	0.60 %	1.00 %
12	926	1.60 %	0.60 %	1.00 %
13	895	2.12 %	0.50 %	1.00 %
14	834	1.55 %	0.50 %	1.00 %
15	755	0.95 %	0.50 %	1.00 %
16	703	1.76 %	0.50 %	1.00 %
17	630	1.36 %	0.50 %	1.00 %
18	600	1.75 %	0.50 %	1.00 %
19	559	1.16 %	0.50 %	1.00 %
20	494	0.90 %	0.50 %	1.00 %
21	436	2.53 %	0.40 %	1.00 %
22	379	1.28 %	0.40 %	1.00 %
23	336	2.08 %	0.40 %	1.00 %
24	307	0.97 %	0.40 %	1.00 %
25	268	2.08 %	0.40 %	1.00 %
26	200	2.48 %	0.40 %	1.00 %
27	158	1.91 %	0.40 %	1.00 %
28	132	0.84 %	0.40 %	1.00 %
29	97	0.66 %	0.40 %	1.00 %
30	74	1.48 %	0.40 %	1.00 %
Total	18,981			

* Actual merit is actual total reduced by the estimated wage increase of 1.9%.

ECONOMIC ASSUMPTIONS

POLICE MERIT AND LONGEVITY PAY INCREASE GRAPH



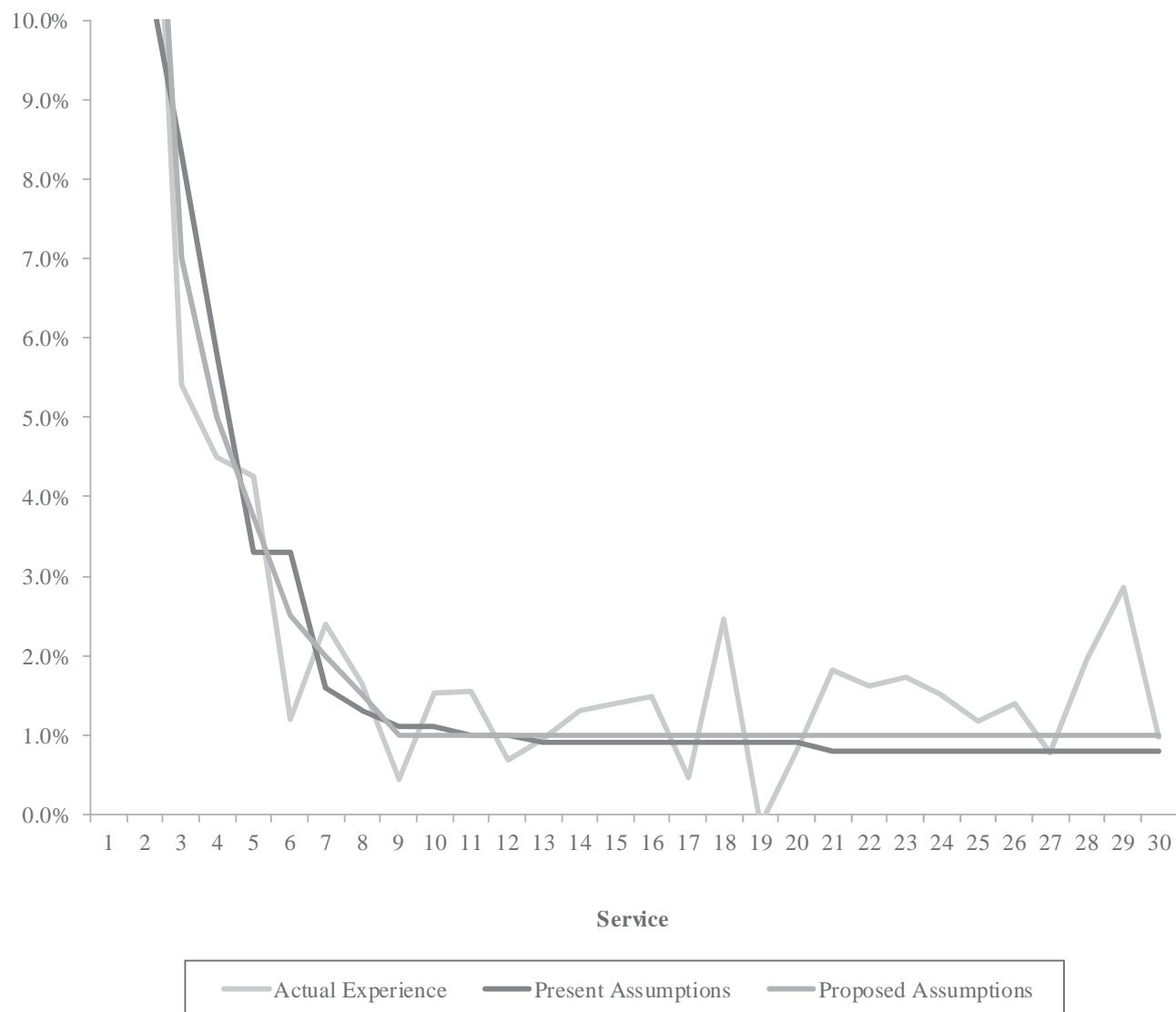
ECONOMIC ASSUMPTIONS

FIRE MERIT AND LONGEVITY PAY INCREASES

Service Index	Number	Merit/Seniority % Increase		
		Actual*	Expected	
			Present	Proposed
1	112	44.09 %	20.80 %	22.00 %
2	248	15.25 %	10.80 %	15.00 %
3	282	5.41 %	8.30 %	7.00 %
4	309	4.49 %	5.80 %	5.00 %
5	311	4.25 %	3.30 %	3.75 %
6	341	1.20 %	3.30 %	2.50 %
7	381	2.39 %	1.60 %	2.00 %
8	385	1.64 %	1.30 %	1.50 %
9	388	0.43 %	1.10 %	1.00 %
10	415	1.54 %	1.10 %	1.00 %
11	420	1.55 %	1.00 %	1.00 %
12	435	0.68 %	1.00 %	1.00 %
13	397	0.95 %	0.90 %	1.00 %
14	354	1.30 %	0.90 %	1.00 %
15	287	1.40 %	0.90 %	1.00 %
16	263	1.48 %	0.90 %	1.00 %
17	220	0.46 %	0.90 %	1.00 %
18	194	2.45 %	0.90 %	1.00 %
19	185	(0.14)%	0.90 %	1.00 %
20	169	0.82 %	0.90 %	1.00 %
21	158	1.82 %	0.80 %	1.00 %
22	173	1.63 %	0.80 %	1.00 %
23	170	1.74 %	0.80 %	1.00 %
24	182	1.50 %	0.80 %	1.00 %
25	174	1.18 %	0.80 %	1.00 %
26	159	1.40 %	0.80 %	1.00 %
27	136	0.78 %	0.80 %	1.00 %
28	111	1.96 %	0.80 %	1.00 %
29	85	2.85 %	0.80 %	1.00 %
30	59	0.98 %	0.80 %	1.00 %
Total	7,503			

* Actual merit is actual total reduced by the estimated wage increase of 1.9%.

ECONOMIC ASSUMPTIONS

**FIRE
MERIT AND LONGEVITY PAY INCREASES**

ECONOMIC ASSUMPTIONS

Reviewing the Population Size Assumption

The active member population is currently assumed to remain constant for each member classification. This affects the projection of the payroll for the amortization of the unfunded actuarial accrued pension liability and the solvency medical subsidy contributions. If payroll growth is less than assumed, this affects both the payment received from the Employers during a particular year and the rate calculated in the following actuarial valuation.

Looking historically at two sources, the number of full time state and local employees reported by the U.S. Census Bureau and the NHRS active member headcount both reached their peak in 2009 right before the Great Recession. The definitions of part time for purposes of the U.S. Census Bureau and NHRS participation may not be identical, but the declines in NHRS active member headcount appear to be strongly influenced by the shift to part time employees.

State and Local Employees - All Job Classifications			
U.S. Census Annual Survey ¹			
Year	Full Time	Part Time	NHRS ²
2007	61,801	26,304	50,802
2008	61,395	25,611	50,988
2009	63,213	26,599	51,032
2010	61,639	29,477	50,467
2011	60,630	29,292	49,738
2012	59,892	30,448	48,625
2013	57,227	29,974	48,688
2014	58,293	31,776	48,307
Annual Rate of Change			
All Years	-0.83%	2.74%	-0.72%
Last 5 years	-1.61%	3.62%	-1.09%
Last 3 years	-1.30%	2.75%	-0.97%

¹Historical information for the State of New Hampshire based on U.S. Census Annual Surveys of Public Employment & Payroll, March 2007-13

²Historical information based on data submitted for the annual valuations as of June 30.

It is not clear whether the shift to part time employees will continue or whether there will be a point in the near future where the delivery of services depends on maintaining a full time workforce.

We explore future active member population expectations separately by member classification. For purposes of these analyses, we rely on the New Hampshire population projections through 2040 produced by the State of New Hampshire, Office of Energy and Planning Regional Planning Commission's County Population Projections report from 2013. Independent review and audit of that report is outside the scope of this project.

ECONOMIC ASSUMPTIONS

Employees

We compare the historical and projected ratios of the New Hampshire general population to the number of active Employee members.

Historical Information						
June 30	Employees' Headcount ¹	Annual Rate of Change	New Hampshire Population ²	Annual Rate of Change	Population/Employee Ratio	Annual Rate of Change
2007	26,474		1,315,000		49.67	
2008	26,507	0.12%	1,315,000	0.00%	49.61	-0.12%
2009	26,352	-0.58%	1,324,575	0.73%	50.26	1.32%
2010	25,987	-1.39%	1,316,470	-0.61%	50.66	0.78%
2011	25,539	-1.72%	1,318,000	0.12%	51.61	1.87%
2012	24,747	-3.10%	1,321,000	0.23%	53.38	3.44%
2013	24,809	0.25%	1,323,459	0.19%	53.35	-0.06%
2014	24,545	-1.06%	1,326,813	0.25%	54.06	1.33%
2015	24,298	-1.01%	1,330,834	0.30%	54.77	1.32%

Projections						
June 30	Employees' Headcount ¹	Annual Rate of Change	New Hampshire Population ²	Annual Rate of Change	Population/Employee Ratio	Annual Rate of Change
2020	24,298		1,359,836		55.96	
2025	24,298	0.00%	1,388,884	0.42%	57.16	0.42%
2030	24,298	0.00%	1,412,041	0.33%	58.11	0.33%
2035	24,298	0.00%	1,425,357	0.19%	58.66	0.19%
2040	24,298	0.00%	1,427,098	0.02%	58.73	0.02%

¹Historical information based on data submitted for the annual valuations. Projections are based on the prospective Employees' Headcount assumption.

²Historical information based on New Hampshire Office of Energy and Planning historical reports. Projections based on State of New Hampshire, Office of Energy and Planning Regional Planning Commissions County Population Projections.

The ratio of the general population to active Employees for 2015 is 54.77, roughly a 10% increase since 2007 when the ratio was 49.67. A projection of 0% growth in the active member headcount through 2040 results in a ratio of 58.73, roughly an increase of 7% from 2015. While there is no hard and fast rule that says active Employee headcounts will grow in sync with the general population, it is reasonable to assume that the recent decline in active members will not continue indefinitely given the projected population increase.

ECONOMIC ASSUMPTIONS

Teachers

We compare the historical and projected ratios of the New Hampshire school-age population to the number of active Teacher members.

Historical Information						
June 30	Teachers Headcount ¹	Annual Rate of Change	Public District School Students ²	Annual Rate of Change	Student/ Teacher Ratio	Annual Rate of Change
2007	18,477		200,975		10.88	
2008	18,509	0.17%	195,668	-2.64%	10.57	-2.81%
2009	18,709	1.08%	192,811	-1.46%	10.31	-2.51%
2010	18,603	-0.57%	191,802	-0.52%	10.31	0.04%
2011	18,466	-0.74%	188,595	-1.67%	10.21	-0.94%
2012	18,161	-1.65%	185,278	-1.76%	10.20	-0.11%
2013	18,084	-0.42%	181,900	-1.82%	10.06	-1.41%
2014	17,986	-0.54%	178,947	-1.62%	9.95	-1.09%
2015	17,732	-1.41%	176,685	-1.26%	9.96	0.15%

Projections						
June 30	Teachers Headcount ¹	Annual Rate of Change	Public District School Students ²	Annual Rate of Change	Student/ Teacher Ratio	Annual Rate of Change
2020	17,511		169,217		9.66	
2025	17,294	-0.25%	164,095	-0.61%	9.49	-0.36%
2030	17,079	-0.25%	162,710	-0.17%	9.53	0.08%
2035	16,866	-0.25%	163,165	0.06%	9.67	0.31%
2040	16,656	-0.25%	160,758	-0.30%	9.65	-0.05%

¹Historical information based on data submitted for the annual valuations. Projections are based on the prospective Teachers Headcount assumption.

²Historical information based on New Hampshire Department of Education data as of February 4, 2015. Projections based on State of New Hampshire, Office of Energy and Planning Regional Planning Commissions County Population Projections, 2013, 74% of ages 5-19.

The ratio of the school-age population to active Teachers for 2015 is 9.96, roughly an 8% decrease since 2007 when the ratio was 10.88. This suggests that the active Teacher workforce has not declined as rapidly as the school-age population from 2007 to 2015. Moreover, the school-age population is projected to continue to decrease through 2040. A projection of a 0.25% annual decline in the active member headcount through 2040 results in a ratio of 9.65 of students to active Teachers, roughly a decrease of 3% from 2015. We consider a levelling off of the ratio of students to Teachers as a reasonable assumption. Therefore we recommend considering an annual decrease in the active Teacher population of 0.25% per year.

ECONOMIC ASSUMPTIONS

Police

We compare the historical and projected ratios of the New Hampshire general population to the number of active Police members.

Historical Information						
June 30	Police Headcount ¹	Annual Rate of Change	New Hampshire Population ²	Annual Rate of Change	Population/Police Ratio	Annual Rate of Change
2007	4,263		1,315,000		308.47	
2008	4,332	1.62%	1,315,000	0.00%	303.55	-1.59%
2009	4,318	-0.32%	1,324,575	0.73%	306.76	1.05%
2010	4,231	-2.01%	1,316,470	-0.61%	311.15	1.43%
2011	4,130	-2.39%	1,318,000	0.12%	319.13	2.56%
2012	4,118	-0.29%	1,321,000	0.23%	320.79	0.52%
2013	4,187	1.68%	1,323,459	0.19%	316.09	-1.46%
2014	4,166	-0.50%	1,326,813	0.25%	318.49	0.76%
2015	4,174	0.19%	1,330,834	0.30%	318.84	0.11%
Projections						
June 30	Police Headcount ¹	Annual Rate of Change	New Hampshire Population ²	Annual Rate of Change	Population/Police Ratio	Annual Rate of Change
2020	4,174		1,359,836		325.79	
2025	4,174	0.00%	1,388,884	0.42%	332.75	0.42%
2030	4,174	0.00%	1,412,041	0.33%	338.29	0.33%
2035	4,174	0.00%	1,425,357	0.19%	341.48	0.19%
2040	4,174	0.00%	1,427,098	0.02%	341.90	0.02%

¹Historical information based on data submitted for the annual valuations. Projections are based on the prospective Police Headcount assumption.

²Historical information based on New Hampshire Office of Energy and Planning historical reports. Projections based on State of New Hampshire, Office of Energy and Planning Regional Planning Commissions County Population Projections.

The ratio of the general population to active Police members for 2015 is 318.84, roughly a 3% increase since 2007 when the ratio was 308.47. A projection of 0% growth in the active member headcount through 2040 results in a ratio of 341.90, roughly an increase of 7% from 2015. While there is no hard and fast rule that says active Police headcounts will grow in sync with the general population, it is reasonable to assume that the recent decline in active members will not continue indefinitely given the projected population increase.

ECONOMIC ASSUMPTIONS

Fire

We compare the historical and projected ratios of the New Hampshire general population to the number of active Fire members.

Historical Information						
June 30	Fire Headcount ¹	Annual Rate of Change	New Hampshire Population ²	Annual Rate of Change	Population/Fire Ratio	Annual Rate of Change
2007	1,588		1,315,000		828.09	
2008	1,640	3.27%	1,315,000	0.00%	801.83	-3.17%
2009	1,653	0.79%	1,324,575	0.73%	801.32	-0.06%
2010	1,646	-0.42%	1,316,470	-0.61%	799.80	-0.19%
2011	1,603	-2.61%	1,318,000	0.12%	822.21	2.80%
2012	1,599	-0.25%	1,321,000	0.23%	826.14	0.48%
2013	1,608	0.56%	1,323,459	0.19%	823.05	-0.37%
2014	1,610	0.12%	1,326,813	0.25%	824.11	0.13%
2015	1,608	-0.12%	1,330,834	0.30%	827.63	0.43%

Projections						
June 30	Fire Headcount ¹	Annual Rate of Change	New Hampshire Population ²	Annual Rate of Change	Population/Fire Ratio	Annual Rate of Change
2020	1,608		1,359,836		845.67	
2025	1,608	0.00%	1,388,884	0.42%	863.73	0.42%
2030	1,608	0.00%	1,412,041	0.33%	878.13	0.33%
2035	1,608	0.00%	1,425,357	0.19%	886.42	0.19%
2040	1,608	0.00%	1,427,098	0.02%	887.50	0.02%

¹Historical information based on data submitted for the annual valuations. Projections are based on the prospective Fire Headcount assumption.

²Historical information based on New Hampshire Office of Energy and Planning historical reports. Projections based on State of New Hampshire, Office of Energy and Planning Regional Planning Commissions County Population Projections.

The ratio of the general population to active Fire members for 2015 is 827.63, roughly unchanged since 2007 when the ratio was 828.09. A projection of 0% growth in the active member headcount through 2040 results in a ratio of 887.50, roughly an increase of 7% from 2015. While there is no hard and fast rule that says active Fire headcounts will grow in sync with the general population, it is reasonable to assume that the active headcount will remain constant.

ECONOMIC ASSUMPTIONS

Recommendation

We recommend maintaining the assumption of a constant active member population for Employees, Police, and Fire and considering an active member population decline assumption of 0.25% per year for Teachers.

Medical Subsidy

The investment return rate assumed in the medical subsidy valuations is 3.75% per year, compounded annually (net after investment expenses) for purposes of computing accrued liabilities and other disclosures required by GASB Statement No. 43 (where applicable). However, for determining the solvency contribution rate for the medical subsidy account, the investment return rate assumption was 7.75%, where applicable.

Recommendation

We recommend using the wage inflation assumption and investment return assumption adopted by the Board for purposes of the medical subsidy as well.

ECONOMIC ASSUMPTIONS

End of Career Payments

End of Career Pay Increases may occur for those members with a definition of compensation which includes information generally unreported during regular annual valuations such as severance pay, end-of-career longevity payments, and pay for unused sick or vacation time. The definition of compensation changed for members who had not attained vested status prior to January 1, 2012 and for those hired on and after July 1, 2011.

Summary of Data

	Employees	Teachers	Police	Fire	Total
Number of Retirees	15,483	10,859	3,457	1,551	31,350
Pension Payroll	\$208,433,970	\$249,334,853	\$121,002,081	\$58,250,664	\$637,021,568
Average Age	71.3	70.4	63.4	65.5	69.8
Average Pay	\$13,462	\$22,961	\$35,002	\$37,557	\$20,320

Retiree Data Available For Load Analysis as of June 30, 2015

	Employees	Teachers	Police	Fire	Total
(a) Members retiring in 5 yr. period ending 6/30/15	5,005	3,056	865	390	9,316
(b) Members in (a) for which final AFC was available	4,430	2,811	716	290	8,247
(c) Members in (b) that had 3 complete years of active pay history	3,091	2,561	665	278	6,595
(d) Members in (b) that had 6 complete years of active pay history	2,850	1,588	356	139	4,933

Summary of Results

	(A)	(B)	(C)	(D)
Group	Liability/Normal Cost Load	Raw Load Results Using Final 3 Years Prior to Retirement	Raw Load Results Using Reported Pays 4-6 Years Prior to Retirement	Recommended Liability/Normal Cost Load
Employees	9.0%	6.3%	19.6%	7.5%
Teachers	7.0%	3.6%	18.4%	5.0%
Police	12.0%	10.9%	22.6%	11.5%
Fire	12.0%	11.2%	20.4%	11.5%

- (A) The current assumptions used to model severance pay.
- (B) Average ratio (payroll-weighted) of actual AFC at retirement to the average of the 3-year average compensation based on earnable compensation reported for annual valuations.
- (C) Average ratio (payroll-weighted) of actual AFC at retirement to the average of the 3-year average compensation based on earnable compensation reported for annual valuations, 3 years prior to retirement.
- (D) Recommended assumption.

Recommendation

We recommend lowering the assumed liability/normal costs loads for end of career payments as shown.

ECONOMIC ASSUMPTIONS

Review of the Administrative Expense Assumption

Fiscal Year Ending	Admin. & Misc. Expenses *	Total Payroll	As a % of Payroll
6/30/2011	\$ 9,687,268	\$ 2,517,779,470	0.38%
6/30/2012	6,921,273	2,487,757,437	0.28%
6/30/2013	8,851,641	2,501,741,708	0.35%
6/30/2014	8,866,839	2,507,898,809	0.35%
6/30/2015	9,119,305	2,575,031,210	0.35%
5-year average			0.34%

** As defined by GASB Statement No. 68. Includes administrative, custodial and professional fees and other non-investment expenses.*

The assumption for the administrative expenses is included in the normal cost. Administrative expenses are determined by the Board through its budgeting process. The cost estimates contained in this report include the current assumption of 0.35% of payroll in the normal cost.

Recommendation

We recommend maintaining a 0.35% administrative expense assumption as a percent of payroll.

SECTION C
DEMOGRAPHIC ASSUMPTIONS – EMPLOYEES

DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

Withdrawal Experience

Findings

Members who leave active employment, for reasons other than retirement or death, may be eligible for the following payments from the pension trust:

- A refund of employee contributions, or
- A deferred retirement benefit, if they are vested

Deferred retirement benefits are based on the pay and service credit at the time of withdrawal. The benefit is frozen, and not payable until sometime in the future. Consequently, members who withdraw receive much less from the plan than members who stay in employment until retirement. Higher rates of withdrawal result in lower computed contributions, and vice-versa.

We separated the members into two groups for the analysis: 1) members with 5 or fewer years of credited service, and 2) those members with 5 or more years of credited service. Male and female rates were looked at separately.

Males

The analysis for male members with fewer than 5 years of credited service is shown on pages C-7 and C-8. Overall, the plan experienced fewer withdrawals (1,683) than projected by the present assumptions (2,017 – see totals at the bottom of page C-7). This experience suggests a need to lower the assumed rates of withdrawal among male individuals with fewer than 5 years of service.

The analysis for male members with 5 or more years of credited service is shown on pages C-7 and C-8. Overall, the plan experienced fewer withdrawals (882) than projected by the present assumptions (1,320 – see totals at the top of page C-7). This experience suggests a need to lower the assumed rates of withdrawal among male individuals with 5 or more years of service.

Females

The analysis for female members with fewer than 5 years of credited service is shown on pages C-9 and C-10. Overall, the actual number of withdrawals (3,314) is generally consistent with the number projected by the present assumptions (3,341 – see totals at the bottom of page C-9). This experience suggests that the current rates of withdrawal among female individuals with fewer than 5 years of service are a good fit with plan experience.

The analysis for female members with 5 or more years of credited service is shown on pages C-9 and C-10. Overall, the plan experienced fewer withdrawals (1,738) than projected by the present assumptions (2,010 – see totals at the top of page C-9). This experience suggests a need to lower the assumed rates of withdrawal among female individuals with 5 or more years of service.

DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

Withdrawal Experience (Concluded)

Other

There were occurrences of terminations (with deferred benefits) for members eligible for early retirement. The current assumptions do not anticipate this behavior. Therefore, we suggest that termination rates should continue during early retirement eligibility. The exposures and expected terminations have been adjusted to reflect this change.

Given the economic conditions during the experience study period, we believe that some of the low turnover is temporary. Therefore, the proposed decreases in termination rates do not reflect the full experience of the last five years.

Recommendation

We recommend adoption of the proposed withdrawal assumptions.

DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

Disability Experience

Findings

The assumed rates of disability (leaving active service due to injury or illness while not entitled to age and service retirement benefits) are a minor ingredient in cost calculations, since the incidence of disability is low. Higher rates of disability generally would result in somewhat higher computed contributions for NHRS, and vice-versa. Male and female rates were looked at separately.

Males

We reviewed the male disability experience during the 5 year period. The results are shown on page C-11. Overall, the plan experienced more disability retirements (42) than projected by the present assumptions (29.7 – see totals on page C-11). This experience suggests a need to increase the assumed rates of disability among male individuals.

Females

We reviewed the female disability experience during the 5 year period. The results are shown on page C-11. Overall, the plan experienced more disability retirements (50) than projected by the present assumptions (34.3 – see totals on page C-11). This experience suggests a need to increase the assumed rates of disability among female individuals.

Other

The actual incidence of accidental vs. ordinary disability was 36% accidental and 64% ordinary vs. the assumption of 50%/50%. This experience suggests that a change in the assumption is warranted.

Recommendation

We recommend adoption of the proposed disability retirement rates for male and female individuals. In addition, we recommend assuming that 40% of disabilities are accidental.

DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

Age and Service (Normal) Retirement Experience

Findings

The benefit provisions of the Retirement System establish the minimum age and service requirements for unreduced or normal retirement. However, the actual cost of retirement is determined by when members actually retire. The assumption about timing of retirements is a major ingredient in cost calculations. Note that higher rates of retirement with full benefits generally results in higher computed contributions, and vice-versa. Group I members hired before July 1, 2011 may retire at age 60 with unreduced benefits. Group I members hired on or after July 1, 2011 may retire at age 65 with unreduced benefits. Male and female rates were looked at separately for members hired prior to July 1, 2011. Retirement rates for those hired on or after July 1, 2011 will be studied in the future as experience emerges. For purposes of this study, retirement rates for those hired on or after July 1, 2011 are adjusted in the first two years of unreduced retirement eligibility to model pent-up demand for retirement.

Males

We reviewed the retirement experience among active male members during the study period. The results are shown on page C-12. Overall, the plan experienced fewer retirements (1,342) than projected by the present assumptions (1,940 – see totals on page C-12). This experience suggests a need to lower the assumed rates of retirement among eligible male individuals. Retirement rates for ages 70 and above are set to 100% as a margin for adverse experience.

Females

We reviewed the retirement experience among active female members during the study period. The results are shown on page C-13. Overall, the plan experienced fewer retirements (1,957) than projected by the present assumptions (2,598 – see totals on page C-13). This experience suggests a need to lower the assumed rates of retirement among eligible female individuals. Retirement rates for ages 70 and above are set to 100% as a margin for adverse experience.

Other

Given the economic conditions during the experience study period, some of the observed reduction in retirement rates is not expected to persist. We gave more weight to this study's experience if the direction of the change was the same as in the prior experience study. Therefore, the proposed decreases in retirement rates do not reflect the full experience of the last five years.

Recommendations

We recommend adoption of the proposed normal retirement rates for male and female individuals.

DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

Early Retirement Experience

Findings

NHRS Employees hired before July 1, 2011 may retire with a reduced benefit at age 50 with 10 years of service or under the rule of 70 with 20 years of service. We refer to these cases as early reduced retirements, since the retiring members receive smaller benefits than if they had waited until normal retirement to retire. Early retirement eligibility conditions for those hired on or after July 1, 2011 are at age 60 with 30 years of service.

Generally, because of the subsidized early retirement reduction, these members' immediate reduced benefits generally have a slightly greater value than the deferred benefit to which they would be eligible if they did not request early commencement of the benefit. Higher rates of early retirement generally result in moderately higher computed contributions, and vice-versa. Male and female rates were looked at separately. Retirement rates for those hired on or after July 1, 2011 will be studied in the future as experience emerges. For purposes of this study, early retirement rates for those hired on or after July 1, 2011 are set to match the normal retirement rates of those hired before July 1, 2011 to model pent-up demand for retirement.

Males

We reviewed the early retirement experience among active male members during the study period that meet early retirement eligibility at age 50 with 10 years of service. The results are shown on page C-14. Overall, the plan experienced fewer early retirements (124) than projected by the present assumptions (175 – see totals on page C-14). This experience suggests a need to lower the assumed rates of early retirement among eligible male individuals.

We also reviewed the early retirement experience among active male members during the study period that meet early retirement eligibility under the rule of 70. The results are shown on page C-15. Overall, the plan experienced fewer early retirements (170) than projected by the present assumptions (192 – see totals on page C-15). This experience suggests a need to lower the assumed rates of early retirement among eligible male individuals.

Females

We reviewed the early retirement experience among active female members during the study period that meet early retirement eligibility at age 50 with 10 years of service. The results are shown on page C-16. Overall, the plan experienced fewer early retirements (235) than projected by the present assumptions (370 – see totals on page C-16). This experience suggests a need to lower the assumed rates of early retirement among eligible female individuals.

We also reviewed the early retirement experience among active female members during the study period that meet early retirement eligibility under the rule of 70. The results are shown on page C-17. Overall, the plan experienced fewer early retirements (147) than projected by the present assumptions (199 – see totals on page C-17). This experience suggests a need to lower the assumed rates of early retirement among eligible female individuals.

DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

Early Retirement Experience (Concluded)

Other

Given the economic conditions during the experience study period, some of the observed reduction in early retirement rates is not expected to persist. We gave more weight to this study's experience if the direction of the change was the same as in the prior experience study. Therefore, the proposed decreases in early retirement rates do not reflect the full experience of the last five years.

Recommendation

We recommend adoption of the proposed early retirement rates for male and female individuals.

DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

MALE WITHDRAWAL EXPERIENCE

A withdrawal is a separation from active member status for a reason other than disability, death or retirement and may be either vested or non-vested.

Summary of Age-Based Withdrawal Experience With 5 or More Years of Service

Age	Withdrawals	Exposure	Crude Rates	Sample Rates*		Expected Withdrawals**	
				Present	Proposed	Present	Proposed
Under 30	47	703	0.0669	0.0500	0.0720	35	50
30-34	94	1,667	0.0564	0.0500	0.0558	83	97
35-39	116	2,280	0.0509	0.0500	0.0504	114	115
40-44	132	3,683	0.0358	0.0500	0.0504	185	186
45-49	144	4,070	0.0354	0.0500	0.0468	204	189
50-54	174	6,668	0.0261	0.0500	0.0360	333	247
55-59	175	7,318	0.0239	0.0500	0.0360	366	263
Totals	882	26,389	0.0334	0.0500	0.0435	1,320	1,147

Summary of Service-Based Withdrawal Experience With Less Than 5 Years of Service

Service Index	Withdrawals	Exposure	Crude Rates	Sample Rates		Expected Withdrawals	
				Present	Proposed	Present	Proposed
1	296	1,423	0.2080	0.3000	0.2300	428	327
2	536	3,136	0.1709	0.2200	0.2000	693	627
3	346	2,575	0.1344	0.1600	0.1500	414	386
4	262	2,415	0.1085	0.1200	0.1200	292	290
5	243	2,341	0.1038	0.0800	0.1000	190	234
Totals	1,683	11,890	0.1415	0.1696	0.1568	2,017	1,864

* Sample rates are taken from midpoint of age group.

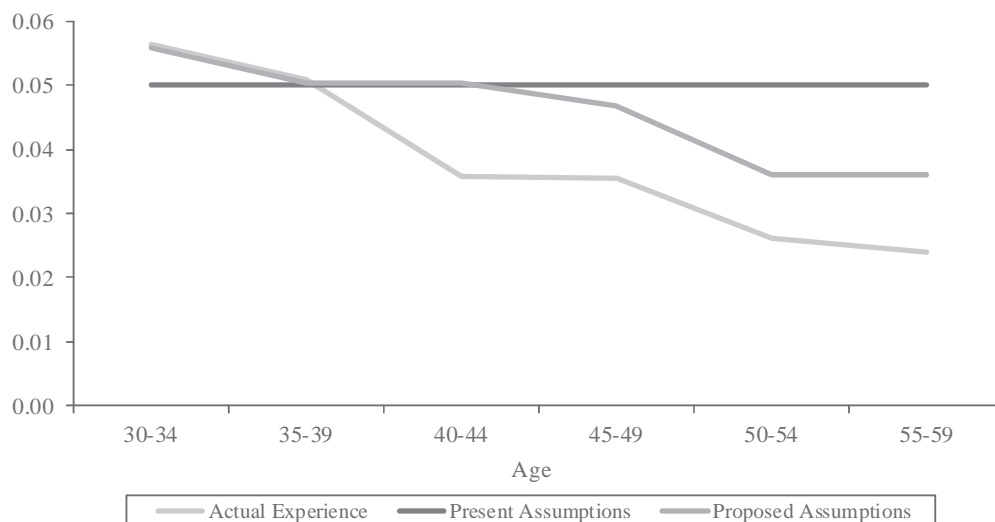
** "Expected withdrawals - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
"Expected withdrawals - Present" is the sum of actual probabilities applied in the valuation.

Exposures for those with more than 5 years of experience have been adjusted to reflect the change in assumption to consider withdrawals separately during early retirement eligibility.

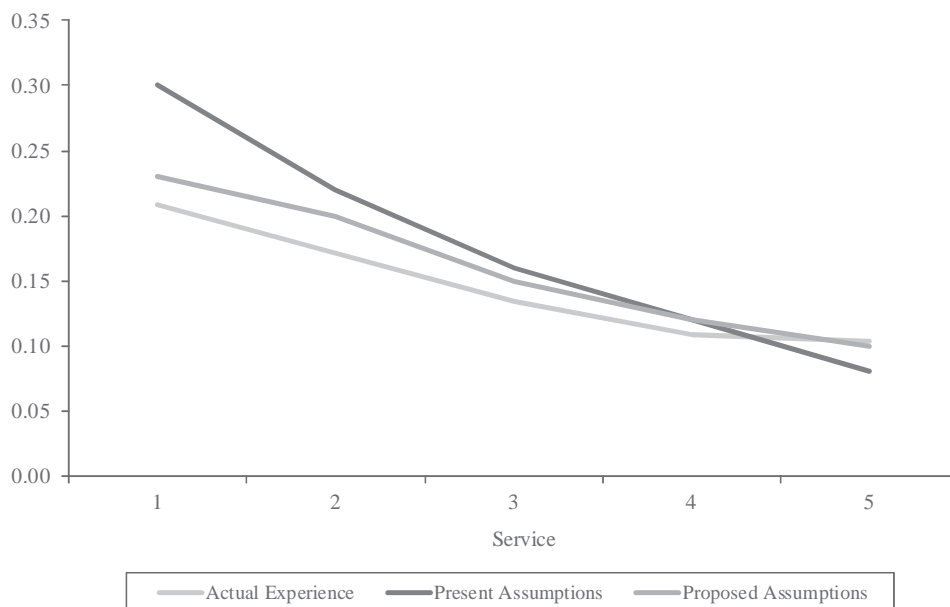
DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

MALE WITHDRAWAL GRAPHS

Age-Based Withdrawal Experience With 5 or More Years of Service



Service-Based Withdrawal Experience With Less Than 5 Years of Service



DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

FEMALE WITHDRAWAL EXPERIENCE

A withdrawal is a separation from active member status for a reason other than disability, death or retirement and may be either vested or non-vested.

Summary of Age-Based Withdrawal Experience With 5 or More Years of Service

Age	Withdrawals	Exposure	Crude Rates	Sample Rates*		Expected Withdrawals**	
				Present	Proposed	Present	Proposed
Under 30	90	840	0.1071	0.0800	0.0720	67	61
30-34	173	2,303	0.0751	0.0620	0.0558	147	132
35-39	160	3,083	0.0519	0.0560	0.0504	173	155
40-44	208	5,280	0.0394	0.0560	0.0504	296	266
45-49	308	7,212	0.0427	0.0520	0.0468	372	333
50-54	397	11,420	0.0348	0.0400	0.0360	457	423
55-59	402	12,462	0.0323	0.0400	0.0360	498	449
Totals	1,738	42,600	0.0408	0.0472	0.0427	2,010	1,819

Summary of Service-Based Withdrawal Experience With Less Than 5 Years of Service

Service Index	Withdrawals	Exposure	Crude Rates	Sample Rates		Expected Withdrawals	
				Present	Proposed	Present	Proposed
1	586	2,265	0.2587	0.3000	0.3000	681	681
2	1,036	5,172	0.2003	0.2200	0.2200	1,140	1,140
3	723	4,361	0.1658	0.1600	0.1600	700	700
4	557	4,128	0.1349	0.1200	0.1200	498	498
5	412	3,992	0.1032	0.0800	0.0800	322	322
Totals	3,314	19,918	0.1664	0.1677	0.1677	3,341	3,341

* Sample rates are taken from midpoint of age group.

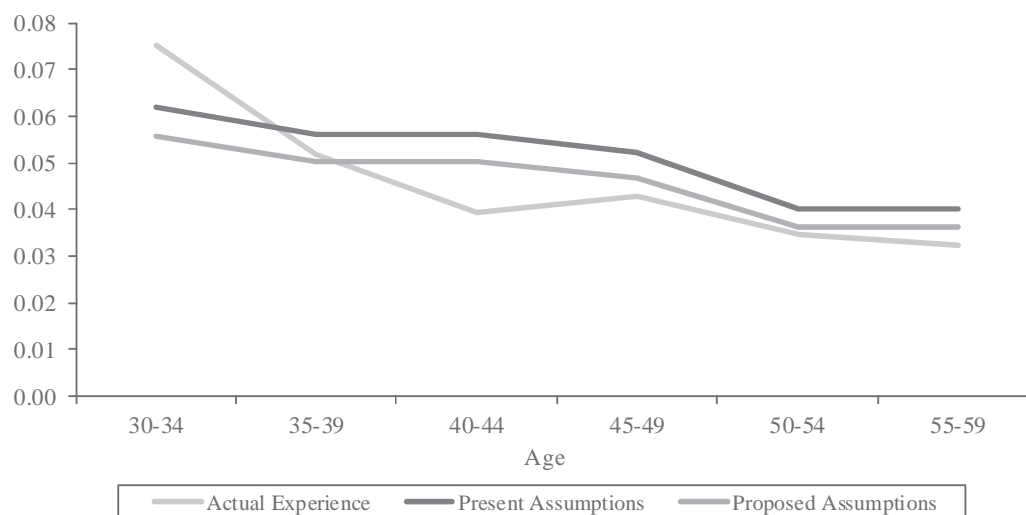
** "Expected withdrawals - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
"Expected withdrawals - Present" is the sum of actual probabilities applied in the valuation.

Exposures for those with more than 5 years of experience have been adjusted to reflect the change in assumption to consider withdrawals separately during early retirement eligibility.

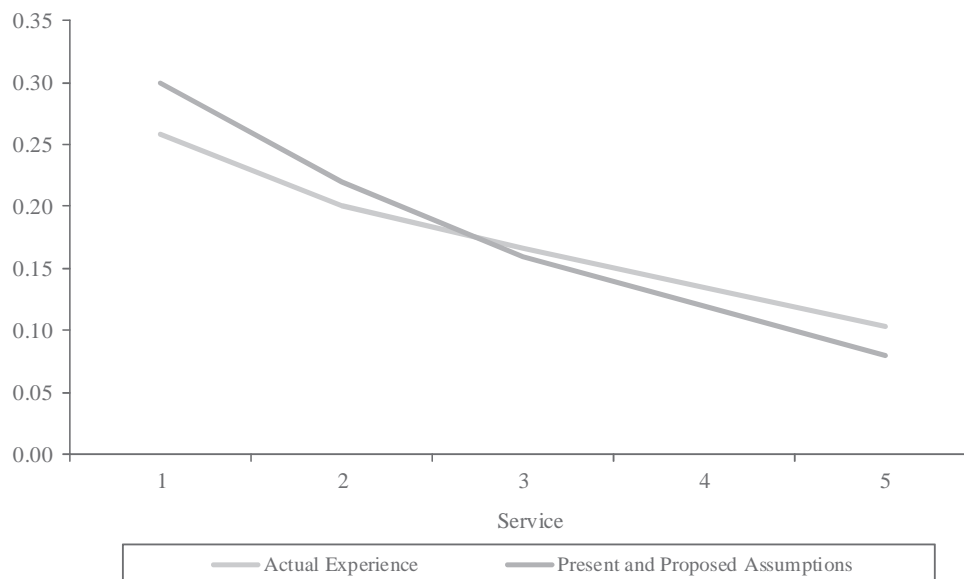
DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

FEMALE WITHDRAWAL GRAPHS

Age-Based Withdrawal Experience With 5 or More Years of Service



Service-Based Withdrawal Experience With Less Than 5 Years of Service



DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

DISABILITY EXPERIENCE

Male Disability Experience

Age	Disabilities	Exposure	Crude Rates	Sample Rates		Expected Disabilities	
				Present	Proposed	Present	Proposed
Totals	42	27,385	0.0015	0.00108	0.00117	29.7	32.1

Female Disability Experience

Age	Disabilities	Exposure	Crude Rates	Sample Rates		Expected Disabilities	
				Present	Proposed	Present	Proposed
Totals	50	43,957	0.0011	0.00078	0.00095	34.3	41.6

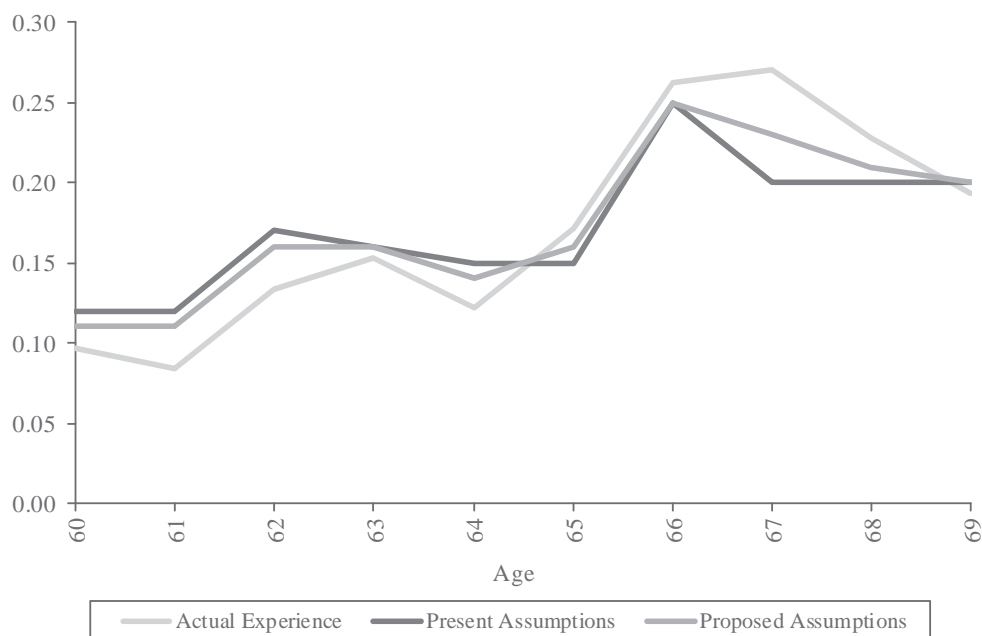
Rates in the tables are aggregated due to the small number of actual disabilities.

DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES MALE AGE-BASED RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
59 & Under	14	14	1.0000	N/A	N/A	4	N/A
60	157	1,632	0.0962	0.1200	0.1100	196	180
61	118	1,413	0.0835	0.1200	0.1100	170	155
62	170	1,277	0.1331	0.1700	0.1600	217	204
63	164	1,073	0.1528	0.1600	0.1600	172	172
64	104	856	0.1215	0.1500	0.1400	128	120
65	127	742	0.1712	0.1500	0.1600	118	119
66	153	584	0.2620	0.2500	0.2500	146	146
67	105	388	0.2706	0.2000	0.2300	78	89
68	69	303	0.2277	0.2000	0.2100	61	64
69	43	222	0.1937	0.2000	0.2000	44	44
Totals	1,224	8,504	0.1439			1,334	1,293
70 & Over	118	606	0.1947	1.0000	1.0000	606	606
Total	1,342	9,110	0.1473			1,940	1,899

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Male Age-Based Retirement Experience



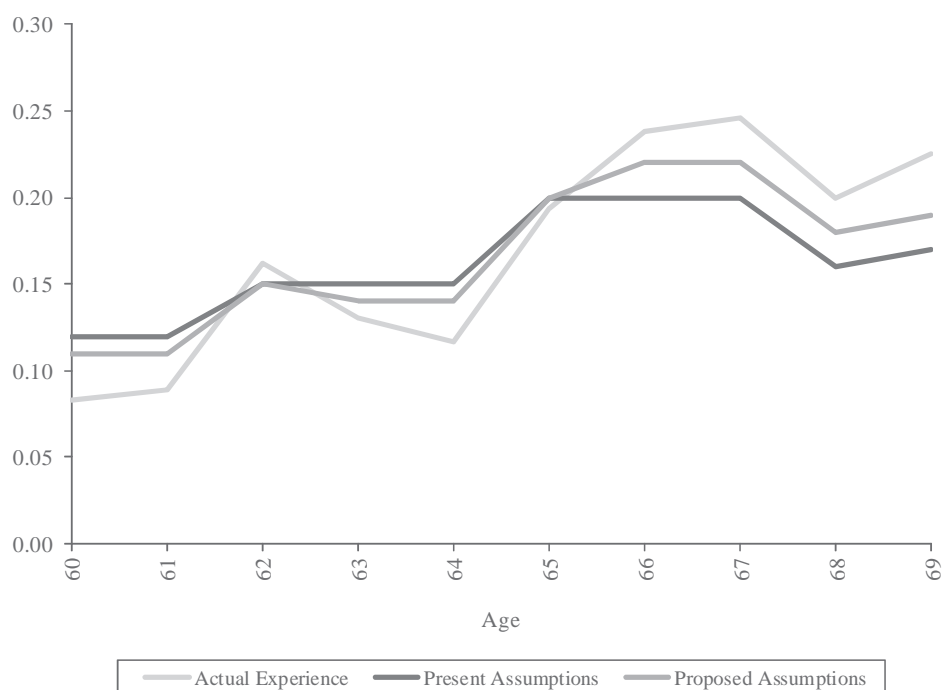
DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

FEMALE AGE-BASED RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
59 & Under	19	19	1.0000	N/A	N/A	1	N/A
60	204	2,457	0.0830	0.1200	0.1100	295	270
61	194	2,179	0.0890	0.1200	0.1100	262	240
62	317	1,953	0.1623	0.1500	0.1500	293	293
63	208	1,596	0.1303	0.1500	0.1400	239	223
64	159	1,369	0.1161	0.1500	0.1400	206	192
65	222	1,148	0.1934	0.2000	0.2000	230	230
66	197	826	0.2385	0.2000	0.2200	168	182
67	138	562	0.2456	0.2000	0.2200	112	124
68	77	385	0.2000	0.1600	0.1800	62	69
69	60	266	0.2256	0.1700	0.1900	45	51
Totals	1,795	12,760	0.1407			1,913	1,874
71 & Over	162	685	0.2365	1.0000	1.0000	685	685
Total	1,957	13,445	0.1456			2,598	2,559

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Female Age-Based Retirement Experience



DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

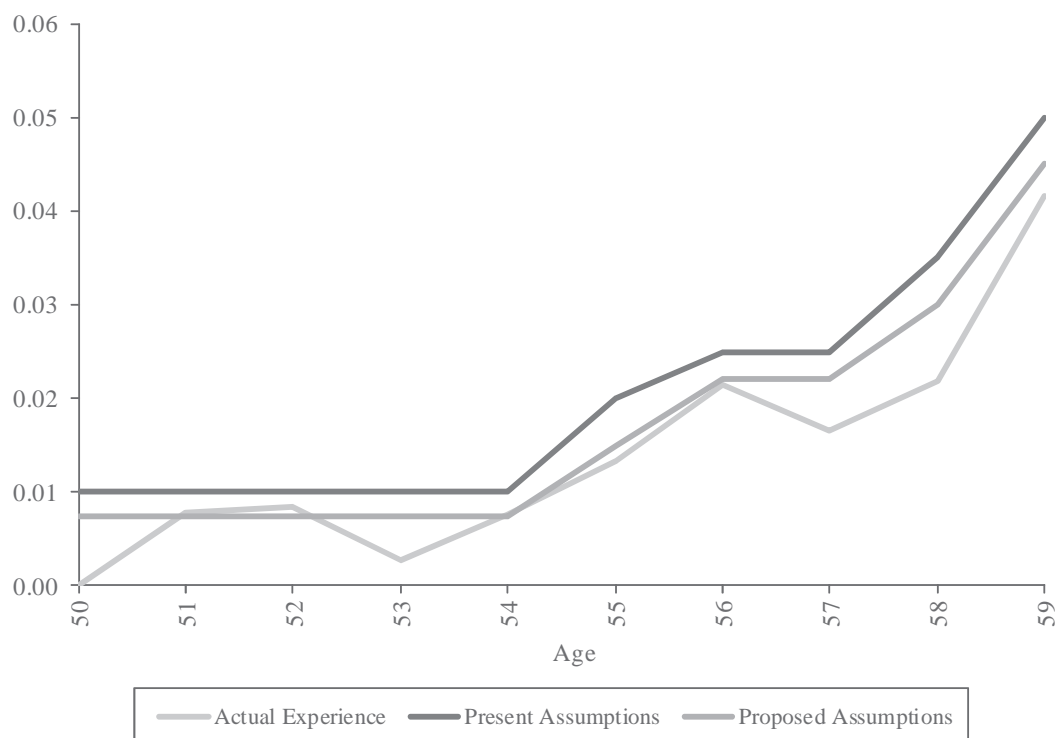
MALE AGE-BASED EARLY RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
50	-	561	0.0000	0.0100	0.0075	6	4
51	5	647	0.0077	0.0100	0.0075	6	5
52	6	704	0.0085	0.0100	0.0075	7	5
53	2	750	0.0027	0.0100	0.0075	7	6
54	6	786	0.0076	0.0100	0.0075	8	6
55	11	825	0.0133	0.0200	0.0150	16	12
56	19	883	0.0215	0.0250	0.0220	22	19
57	15	908	0.0165	0.0250	0.0220	23	20
58	20	913	0.0219	0.0350	0.0300	32	27
59	40	963	0.0415	0.0500	0.0450	48	43
Totals	124	7,940	0.0156			175	147

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.

"Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Male Age-Based Early Retirement Experience



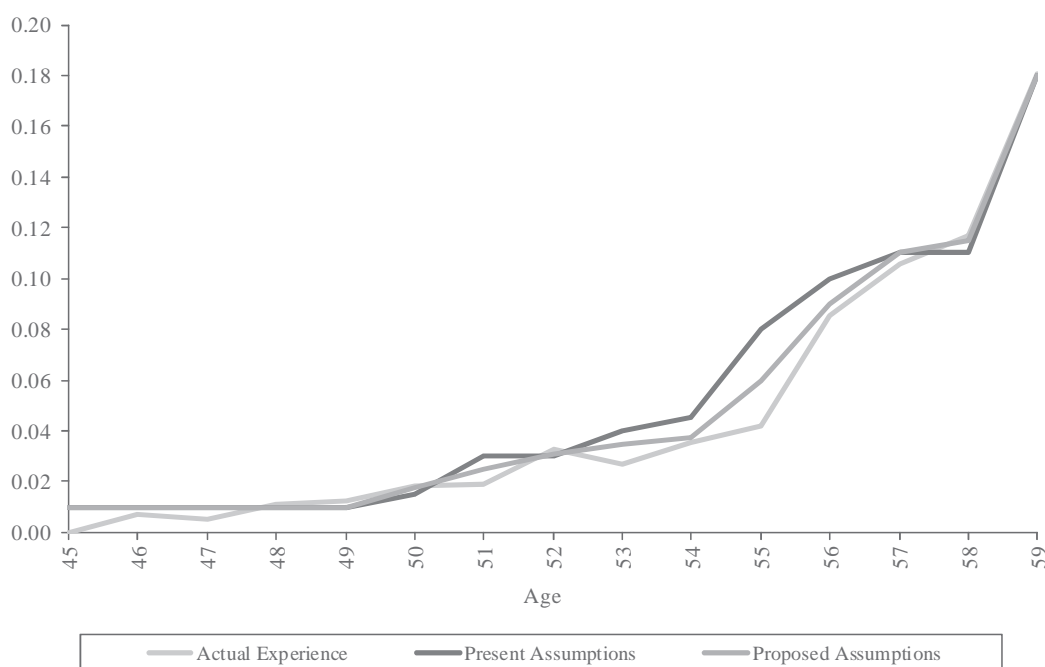
DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

MALE RULE-70 EARLY RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
45	-	60	0.0000	0.0100	0.0100	1	1
46	1	138	0.0072	0.0100	0.0100	1	1
47	1	206	0.0049	0.0100	0.0100	2	2
48	3	274	0.0109	0.0100	0.0100	3	3
49	4	331	0.0121	0.0100	0.0100	3	3
50	6	330	0.0182	0.0150	0.0175	5	6
51	6	316	0.0190	0.0300	0.0250	9	8
52	10	305	0.0328	0.0300	0.0310	9	9
53	8	299	0.0268	0.0400	0.0350	12	10
54	10	282	0.0355	0.0450	0.0375	13	11
55	11	263	0.0418	0.0800	0.0600	21	16
56	23	269	0.0855	0.1000	0.0900	27	24
57	25	236	0.1059	0.1100	0.1100	26	26
58	26	222	0.1171	0.1100	0.1150	24	26
59	36	199	0.1809	0.1800	0.1800	36	36
Total	170	3,730	0.0456			192	182

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Male Rule-70 Early Retirement Experience



DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES

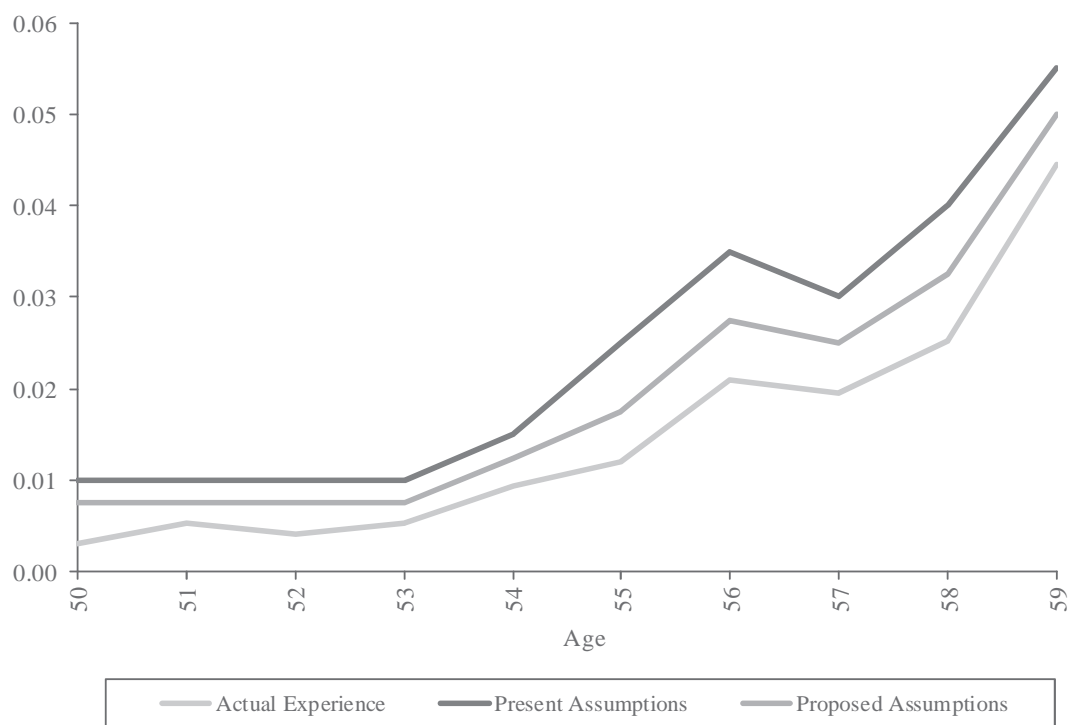
FEMALE AGE-BASED EARLY RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
50	3	988	0.0030	0.0100	0.0075	10	7
51	6	1,113	0.0054	0.0100	0.0075	11	8
52	5	1,208	0.0041	0.0100	0.0075	12	9
53	7	1,315	0.0053	0.0100	0.0075	13	10
54	14	1,482	0.0094	0.0150	0.0125	22	19
55	19	1,584	0.0120	0.0250	0.0175	40	28
56	34	1,626	0.0209	0.0350	0.0275	57	45
57	32	1,631	0.0196	0.0300	0.0250	49	41
58	42	1,662	0.0253	0.0400	0.0325	66	54
59	73	1,637	0.0446	0.0550	0.0500	90	82
Total	235	14,246	0.0165			370	303

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.

"Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Female Age-Based Early Retirement Experience

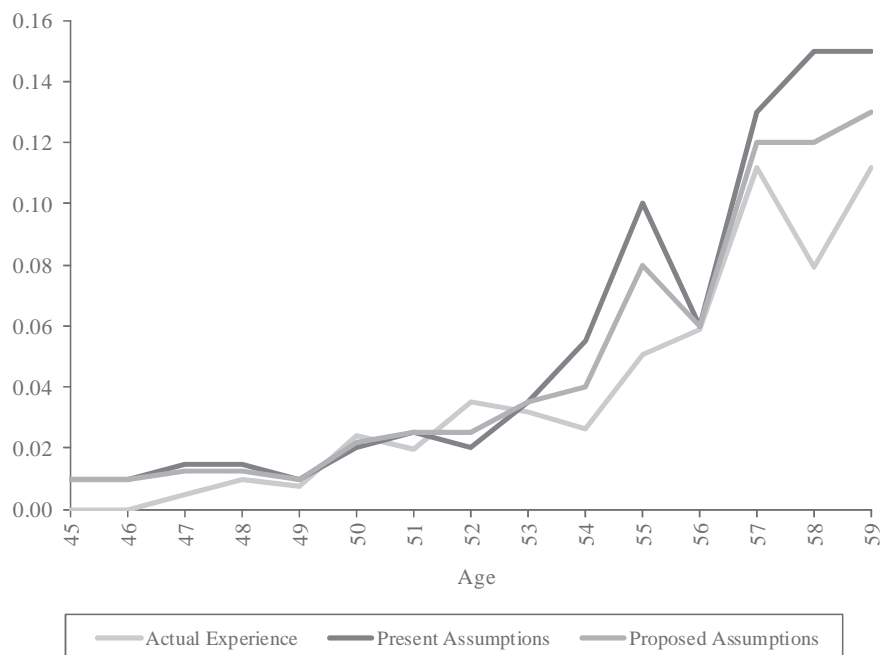


DEMOGRAPHIC ASSUMPTIONS - EMPLOYEES
FEMALE RULE-70 EARLY RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
45	-	52	0.0000	0.0100	0.0100	1	1
46	-	126	0.0000	0.0100	0.0100	1	1
47	1	204	0.0049	0.0150	0.0125	3	3
48	3	301	0.0100	0.0150	0.0125	5	4
49	3	385	0.0078	0.0100	0.0100	4	4
50	9	375	0.0240	0.0200	0.0220	7	8
51	7	357	0.0196	0.0250	0.0250	9	9
52	12	343	0.0350	0.0200	0.0250	7	9
53	10	313	0.0319	0.0350	0.0350	11	11
54	8	303	0.0264	0.0550	0.0400	17	12
55	14	278	0.0504	0.1000	0.0800	28	22
56	15	254	0.0591	0.0600	0.0600	15	15
57	27	242	0.1116	0.1300	0.1200	31	29
58	17	214	0.0794	0.1500	0.1200	32	26
59	21	188	0.1117	0.1500	0.1300	28	24
Total	147	3,935	0.0374			199	178

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Female Rule-70 Early Retirement Experience



SECTION D
DEMOGRAPHIC ASSUMPTIONS – TEACHERS

DEMOGRAPHIC ASSUMPTIONS - TEACHERS

Withdrawal Experience

Findings

Members who leave active employment, for reasons other than retirement or death, may be eligible for the following payments from the pension trust:

- A refund of employee contributions, or
- A deferred retirement benefit, if they are vested

Deferred retirement benefits are based on the pay and service credit at the time of withdrawal. The benefit is frozen, and not payable until sometime in the future. Consequently, members who withdraw receive much less from the plan than members who stay in employment until retirement. Higher rates of withdrawal result in lower computed contributions, and vice-versa.

We separated the members into two groups for the analysis: 1) members with fewer than 5 years of credited service, and 2) those members with 5 or more years of credited service. Male and female rates were looked at separately.

Males

The analysis for male members with fewer than 5 years of credited service is shown on pages D-7 and D-8. Overall, the actual number of withdrawals (451) is generally consistent with the number projected by the present assumptions (454 – see totals at the bottom of page D-7). This suggests that the current rates of withdrawal among male individuals with fewer than 5 years of service are a good fit with plan experience.

The analysis for male members with 5 or more years of credited service is shown on pages D-7 and D-8. Overall, the plan experienced fewer withdrawals (332) than projected by the present assumptions (481 – see totals at the top of page D-7). This experience suggests a need to lower the assumed rates of withdrawal among male individuals with 5 or more years of service.

Females

The analysis for female members with fewer than 5 years of credited service is shown on pages D-9 and D-10. Overall, the plan experienced fewer withdrawals (1,542) than projected by the present assumptions (1,836 – see totals at the bottom of page D-9). This experience suggests a need to lower the assumed rates of withdrawal among female individuals with fewer than 5 years of service.

The analysis for female members with 5 or more years of credited service is shown on pages D-9 and D-10. Overall, the plan experienced fewer withdrawals (1,300) than projected by the present assumptions (2,112 – see totals at the top of page D-9). This experience suggests a need to lower the assumed rates of withdrawal among female individuals with 5 or more years of service.

DEMOGRAPHIC ASSUMPTIONS - TEACHERS

Withdrawal Experience (Concluded)

Other

There were occurrences of terminations (with deferred benefits) for members eligible for early retirement. The current assumptions do not anticipate this behavior. Therefore, we suggest that termination rates should continue during early retirement eligibility. The exposures and expected terminations have been adjusted to reflect this change.

Given the economic conditions during the experience study period, we believe that some of the low turnover is temporary. Therefore, the proposed decreases in termination rates do not reflect the full experience of the last five years.

Recommendation

We recommend adoption of the proposed withdrawal assumptions.

DEMOGRAPHIC ASSUMPTIONS - TEACHERS

Disability Experience

Findings

The assumed rates of disability (leaving active service due to injury or illness while not entitled to age and service retirement benefits) are a minor ingredient in cost calculations, since the incidence of disability is low. Higher rates of disability generally would result in somewhat higher computed contributions for NHRS, and vice-versa. Male and female rates were looked at separately.

Males

We reviewed the male disability experience during the 5 year period. The results are shown on page D-11. Overall, the plan experienced more disability retirements (5) than projected by the present assumptions (2 – see totals on page D-11). This experience suggests a need to increase the assumed rates of disability among male individuals.

Females

We reviewed the female disability experience during the 5 year period. The results are shown on page D-11. Overall, the plan experienced more disability retirements (36) than projected by the present assumptions (3.6 – see totals on page D-11). This experience suggests a need to increase the assumed rates of disability among female individuals.

Other

The actual incidence if accidental vs. ordinary disability was 17% accidental and 83% ordinary vs. the assumption of 8%/92%. This experience suggests that a change in the assumption is warranted.

Recommendation

We recommend adoption of the proposed disability retirement rates for male and female individuals. In addition, we recommend assuming that 20% of disabilities are accidental.

DEMOGRAPHIC ASSUMPTIONS - TEACHERS

Age and Service (Normal) Retirement Experience

Findings

The benefit provisions of the Retirement System establish the minimum age and service requirements for unreduced or normal retirement. However, the actual cost of retirement is determined by when members actually retire. The assumption about timing of retirements is a major ingredient in cost calculations. Note that higher rates of retirement with full benefits generally results in higher computed contributions, and vice-versa. Group I members hired before July 1, 2011 may retire at age 60 with unreduced benefits. Group I members hired on or after July 1, 2011 may retire at age 65 with unreduced benefits. Male and female rates were looked at separately for members hired prior to July 1, 2011. Retirement rates for those hired on or after July 1, 2011 will be studied in the future as experience emerges. For purposes of this study, retirement rates for those hired on or after July 1, 2011 are adjusted in the first two years of unreduced retirement eligibility to model pent-up demand for retirement.

Males

We reviewed the retirement experience among active male members during the study period. The results are shown on page D-12. Overall, the plan experienced fewer retirements (432) than projected by the present assumptions (687 – see totals on page D-12). This experience suggests a need to lower the assumed rates of retirement among eligible male individuals. Retirement rates for ages 70 and above are set to 100% as a margin for adverse experience.

Females

We reviewed the retirement experience among active female members during the study period. The results are shown on page D-13. Overall, the plan experienced fewer retirements (1,435) than projected by the present assumptions (2,032 – see totals on page D-13). This experience suggests a need to lower the assumed rates of retirement among eligible female individuals. Retirement rates for ages 70 and above are set to 100% as a margin for adverse experience.

Other

Given the economic conditions during the experience study period, some of the observed reduction in retirement rates is not expected to persist. We gave more weight to this study's experience if the direction of the change was the same as in the prior experience study. Therefore, the proposed decreases in retirement rates do not reflect the full experience of the last five years.

Recommendations

We recommend adoption of the proposed normal retirement rates for male and female individuals.

DEMOGRAPHIC ASSUMPTIONS - TEACHERS

Early Retirement Experience

Findings

NHRS Teachers hired before July 1, 2011 may retire with a reduced benefit at age 50 with 10 years of service or under the rule of 70 with 20 years of service. We refer to these cases as early reduced retirements, since the retiring members receive smaller benefits than if they had waited until normal retirement to retire. Early retirement eligibility conditions for those hired on or after July 1, 2011 are at age 60 with 30 years of service.

Generally, because of the subsidized early retirement reduction, these members' immediate reduced benefits generally have a slightly greater value than the deferred benefit to which they would be eligible if they did not request early commencement of the benefit. Higher rates of early retirement generally result in moderately higher computed contributions, and vice-versa. Male and female rates were looked at separately. Retirement rates for those hired on or after July 1, 2011 will be studied in the future as experience emerges. For purposes of this study, early retirement rates for those hired on or after July 1, 2011 are set to match the normal retirement rates of those hired before July 1, 2011 to model pent-up demand for retirement.

Males

We reviewed the early retirement experience among active male members during the study period that meet early retirement eligibility at age 50 with 10 years of service. The results are shown on page D-14. Overall, the actual number of early retirements (78) is generally consistent with the number projected by the present assumptions (76 – see totals on page D-14). This suggests that the current rates of early retirement among eligible male individuals are a good fit with plan experience.

We also reviewed the early retirement experience among active male members during the study period that meet early retirement eligibility under the rule of 70. The results are shown on page D-15. Overall, the plan experienced fewer early retirements (88) than projected by the present assumptions (158 – see totals on page D-15). This experience suggests a need to lower the assumed rates of early retirement among eligible male individuals.

Females

We reviewed the early retirement experience among active female members during the study period that meet early retirement eligibility at age 50 with 10 years of service. The results are shown on page D-16. Overall, the plan experienced fewer early retirements (285) than projected by the present assumptions (431 – see totals on page D-16). This experience suggests a need to lower the assumed rates of early retirement among eligible female individuals.

We also reviewed the early retirement experience among active female members during the study period that meet early retirement eligibility under the rule of 70. The results are shown on page D-17. Overall, the plan experienced fewer early retirements (217) than projected by the present assumptions (396 – see totals on page D-17). This experience suggests a need to lower the assumed rates of early retirement among eligible female individuals.

DEMOGRAPHIC ASSUMPTIONS - TEACHERS

Early Retirement Experience (Concluded)

Other

Given the economic conditions during the experience study period, some of the observed reduction in early retirement rates is not expected to persist. We gave more weight to this study's experience if the direction of the change was the same as in the prior experience study. Therefore, the proposed decreases in early retirement rates do not reflect the full experience of the last five years.

Recommendation

We recommend adoption of the proposed early retirement rates for male and female individuals.

DEMOGRAPHIC ASSUMPTIONS - TEACHERS

MALE WITHDRAWAL EXPERIENCE

Summary of Age-Based Withdrawal Experience With 5 or More Years of Service

Age	Withdrawals	Exposure	Crude Rates	Sample Rates*		Expected Withdrawals**	
				Present	Proposed	Present	Proposed
Under 30	6	203	0.0296	0.0350	0.0400	7	8
30-34	45	1,463	0.0308	0.0350	0.0310	51	46
35-39	54	2,222	0.0243	0.0350	0.0280	78	62
40-44	55	2,481	0.0222	0.0350	0.0280	87	69
45-49	63	2,164	0.0291	0.0350	0.0260	76	56
50-54	63	2,605	0.0242	0.0350	0.0200	91	54
55-59	46	2,609	0.0176	0.0350	0.0200	91	52
Totals	332	13,747	0.0242	0.0350	0.0252	481	347

Summary of Service-Based Withdrawal Experience With Less Than 5 Years of Service

Service Index	Withdrawals	Exposure	Crude Rates	Sample Rates		Expected Withdrawals	
				Present	Proposed	Present	Proposed
1	23	59	0.3898	0.3500	0.3500	21	21
2	152	914	0.1663	0.1700	0.1700	157	157
3	114	886	0.1287	0.1400	0.1400	125	125
4	89	841	0.1058	0.1000	0.1000	85	85
5	73	823	0.0887	0.0800	0.0800	66	66
Totals	451	3,523	0.1280	0.1289	0.1289	454	454

* Sample rates are taken from midpoint of age group.

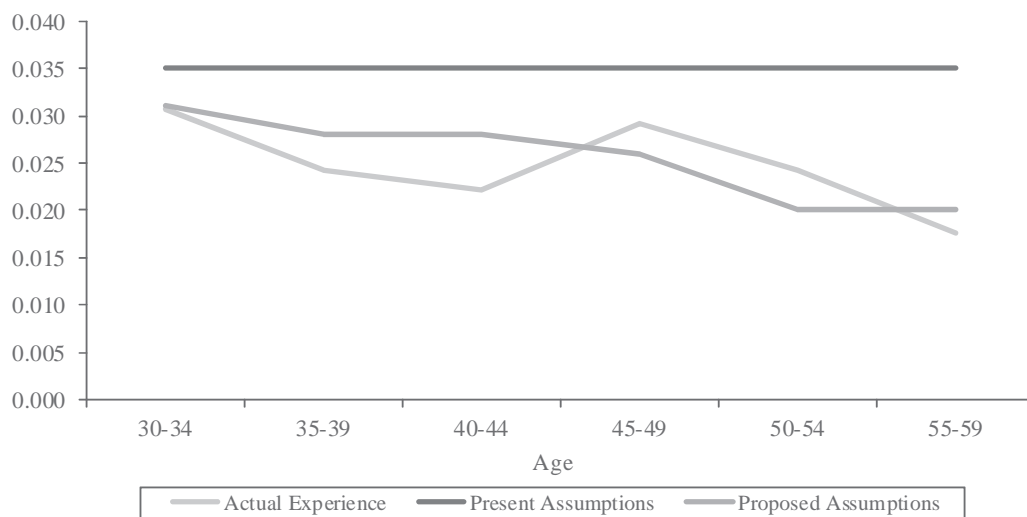
** "Expected withdrawals - Proposed" is calculated as the sum of rates applied to exposure at individual ages. "Expected withdrawals - Present" is the sum of actual probabilities applied in the valuation.

Exposures for those with more than 5 years of experience have been adjusted to reflect the change in assumption to consider withdrawals separately during early retirement eligibility.

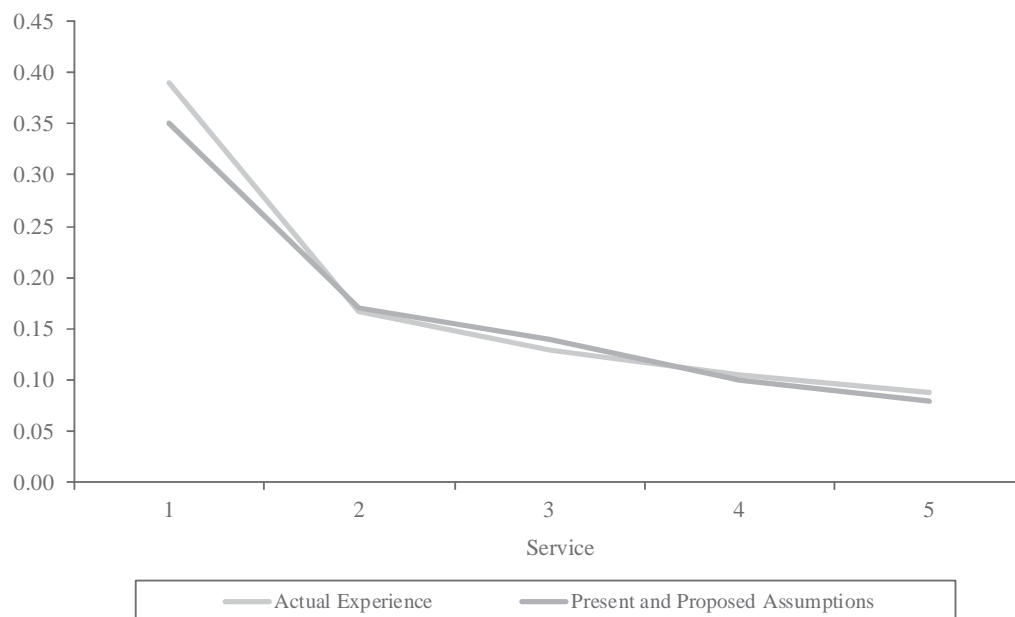
DEMOGRAPHIC ASSUMPTIONS - TEACHERS

MALE WITHDRAWAL GRAPHS

Age-Based Withdrawal Experience With 5 or More Years of Service



Service-Based Withdrawal Experience With Less Than 5 Years of Service



DEMOGRAPHIC ASSUMPTIONS - TEACHERS

FEMALE WITHDRAWAL EXPERIENCE

Summary of Age-Based Withdrawal Experience With 5 or More Years of Service

Age	Withdrawals	Exposure	Crude Rates	Sample Rates*		Expected Withdrawals**	
				Present	Proposed	Present	Propose
Under 30	67	1,018	0.0658	0.0450	0.0600	46	61
30-34	278	5,623	0.0494	0.0450	0.0465	253	270
35-39	225	6,402	0.0351	0.0450	0.0420	288	269
40-44	174	6,625	0.0263	0.0450	0.0420	299	278
45-49	168	6,162	0.0273	0.0450	0.0390	278	239
50-54	203	9,945	0.0204	0.0450	0.0300	448	307
55-59	185	11,116	0.0166	0.0450	0.0300	500	333
Totals	1,300	46,891	0.0277	0.0450	0.0375	2,112	1,757

Summary of Service-Based Withdrawal Experience With Less Than 5 Years of Service

Service Index	Withdrawals	Exposure	Crude Rates	Sample Rates		Expected Withdrawals	
				Present	Proposed	Present	Proposed
1	83	283	0.2933	0.3300	0.3100	93	88
2	462	3,404	0.1357	0.1800	0.1600	617	545
3	414	3,393	0.1220	0.1300	0.1300	443	443
4	343	3,392	0.1011	0.1100	0.1100	374	374
5	240	3,430	0.0700	0.0900	0.0800	309	274
Totals	1,542	13,902	0.1109	0.1321	0.1240	1,836	1,724

* Sample rates are taken from midpoint of age group.

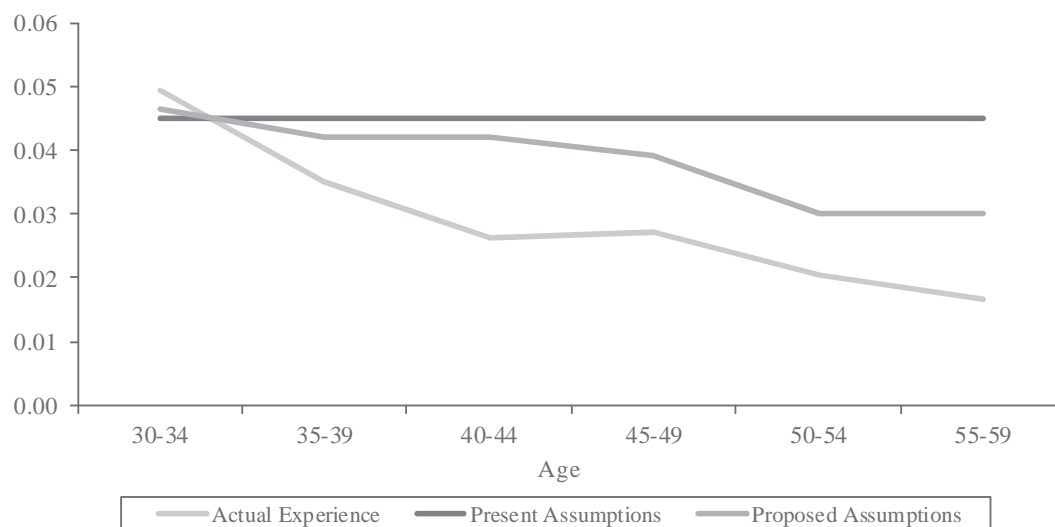
** "Expected withdrawals - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
"Expected withdrawals - Present" is the sum of actual probabilities applied in the valuation.

Exposures for those with more than 5 years of experience have been adjusted to reflect the change in assumption to consider withdrawals separately during early retirement eligibility.

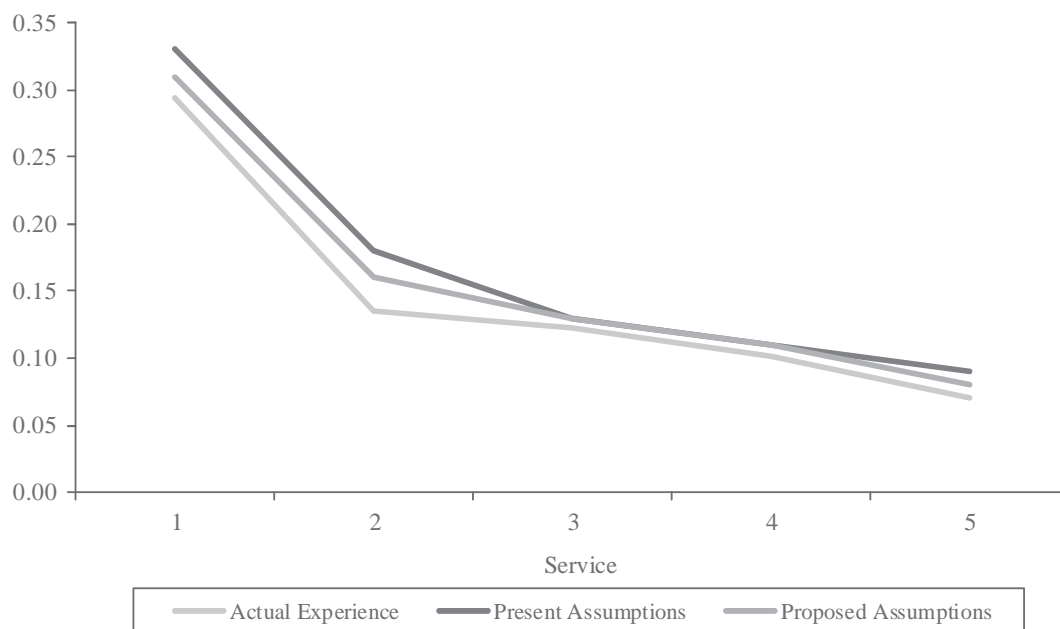
DEMOGRAPHIC ASSUMPTIONS - TEACHERS

FEMALE WITHDRAWAL GRAPHS

Age-Based Withdrawal Experience With 5 or More Years of Service



Service-Based Withdrawal Experience With Less Than 5 Years of Service



DEMOGRAPHIC ASSUMPTIONS - TEACHERS

DISABILITY EXPERIENCE

Male Disability Experience

Age	Disabilities	Exposure	Crude Rates	Sample Rates		Expected Disabilities	
				Present	Proposed	Present	Proposed
Totals	5	12,814	0.0004	0.00016	0.00036	2.0	4.6

Female Disability Experience

Age	Disabilities	Exposure	Crude Rates	Sample Rates		Expected Disabilities	
				Present	Proposed	Present	Proposed
Totals	36	34,702	0.0010	0.00010	0.00034	3.6	11.7

Rates in the tables are aggregated due to the small number of actual disabilities.

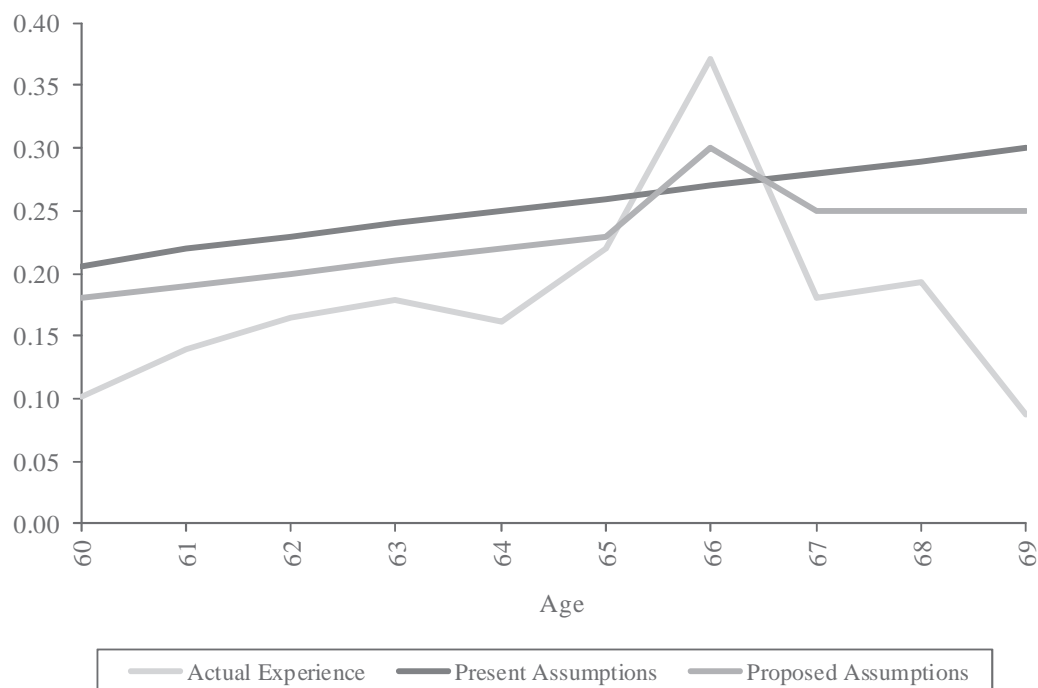
DEMOGRAPHIC ASSUMPTIONS - TEACHERS

MALE AGE-BASED RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
60	56	555	0.1009	0.2050	0.1800	114	100
61	66	473	0.1395	0.2200	0.1900	104	90
62	66	402	0.1642	0.2300	0.2000	92	80
63	57	318	0.1792	0.2400	0.2100	76	67
64	44	273	0.1612	0.2500	0.2200	68	60
65	46	209	0.2201	0.2600	0.2300	55	48
66	53	143	0.3706	0.2700	0.3000	39	43
67	13	72	0.1806	0.2800	0.2500	20	18
68	11	57	0.1930	0.2900	0.2500	17	14
69	3	34	0.0882	0.3000	0.2500	10	9
Totals	415	2,536	0.1636			595	529
70 & Over	17	92	0.1848	1.0000	1.0000	92	92
Total	432	2,628	0.1644			687	621

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Age-Based Retirement Experience



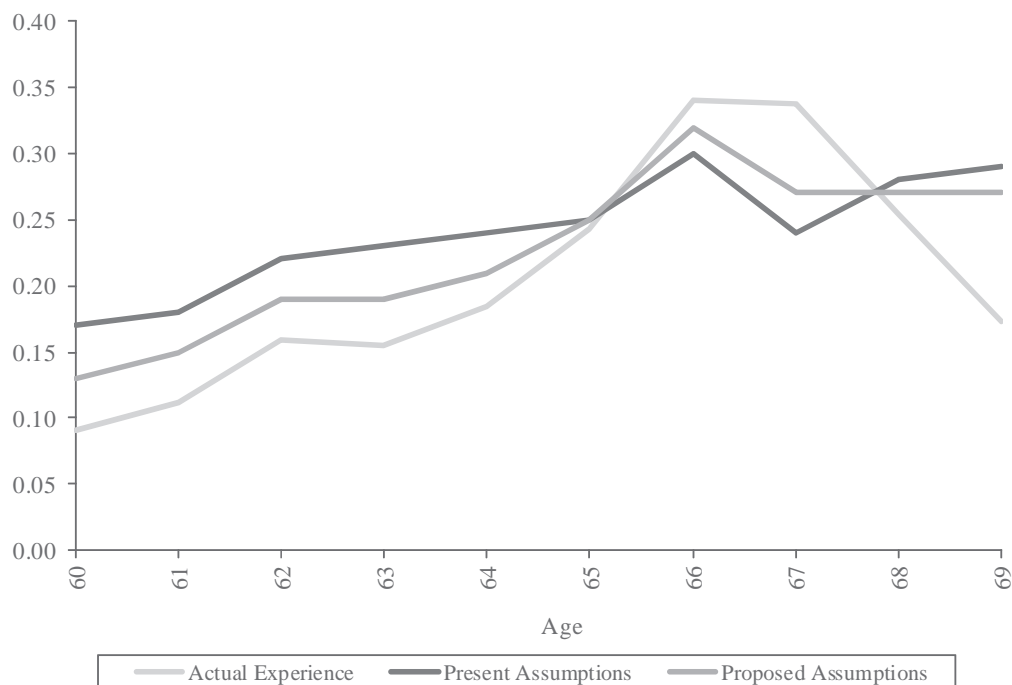
DEMOGRAPHIC ASSUMPTIONS - TEACHERS

FEMALE AGE-BASED RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
60	193	2,128	0.0907	0.1700	0.1300	361	277
61	207	1,848	0.1120	0.1800	0.1500	333	277
62	245	1,535	0.1596	0.2200	0.1900	337	292
63	184	1,182	0.1557	0.2300	0.1900	272	225
64	158	858	0.1841	0.2400	0.2100	206	180
65	148	611	0.2422	0.2500	0.2500	153	153
66	141	415	0.3398	0.3000	0.3200	125	133
67	83	246	0.3374	0.2400	0.2700	59	66
68	33	130	0.2538	0.2800	0.2700	36	35
69	13	75	0.1733	0.2900	0.2700	22	20
Totals	1,405	9,028	0.1556			1,904	1,658
70 & Over	30	128	0.2344	1.0000	1.0000	128	128
Total	1,435	9,156	0.1567			2,032	1,786

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Age-Based Retirement Experience



DEMOGRAPHIC ASSUMPTIONS - TEACHERS

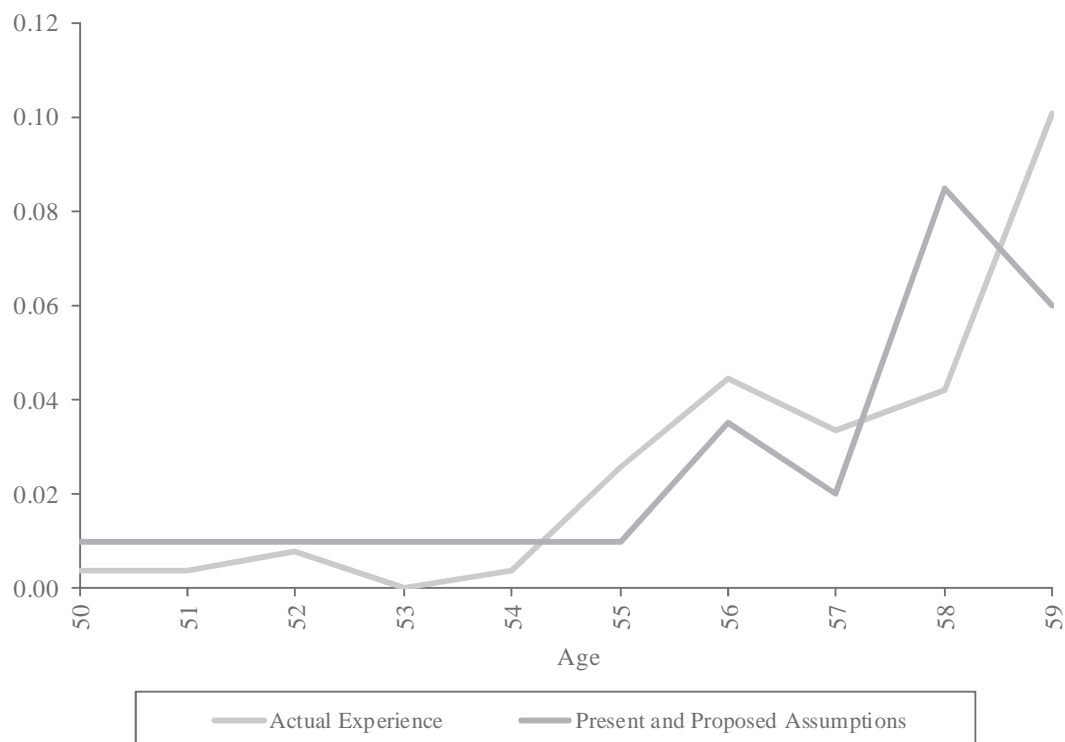
MALE AGE-BASED EARLY RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
50	1	250	0.0040	0.0100	0.0100	2	2
51	1	259	0.0039	0.0100	0.0100	3	3
52	2	256	0.0078	0.0100	0.0100	3	3
53	-	251	0.0000	0.0100	0.0100	3	3
54	1	255	0.0039	0.0100	0.0100	3	3
55	7	269	0.0260	0.0100	0.0100	3	3
56	12	269	0.0446	0.0350	0.0350	9	9
57	9	267	0.0337	0.0200	0.0200	5	5
58	13	308	0.0422	0.0850	0.0850	26	26
59	32	318	0.1006	0.0600	0.0600	19	19
Total	78	2,702	0.0289			76	76

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.

"Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Age-Based Early Retirement Experience



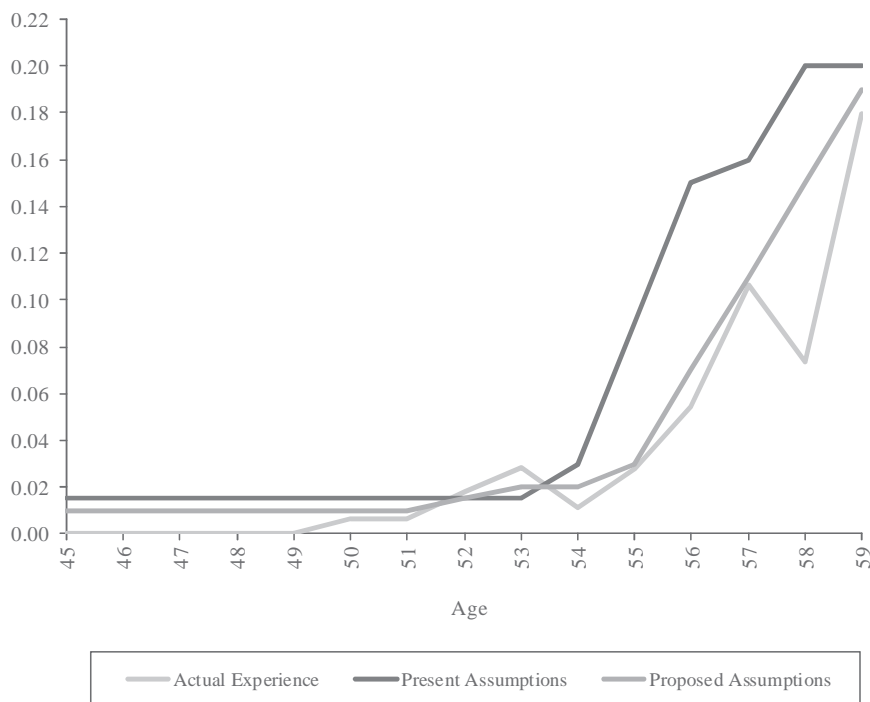
DEMOGRAPHIC ASSUMPTIONS - TEACHERS

MALE RULE OF 70 EARLY RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
45	-	4	0.0000	0.0150	0.0100	-	-
46	-	15	0.0000	0.0150	0.0100	-	-
47	-	58	0.0000	0.0150	0.0100	1	1
48	-	96	0.0000	0.0150	0.0100	1	1
49	-	145	0.0000	0.0150	0.0100	2	1
50	1	154	0.0065	0.0150	0.0100	2	2
51	1	160	0.0063	0.0150	0.0100	2	2
52	3	169	0.0178	0.0150	0.0150	3	3
53	5	175	0.0286	0.0150	0.0200	3	4
54	2	175	0.0114	0.0300	0.0200	5	4
55	5	181	0.0276	0.0900	0.0300	16	5
56	10	185	0.0541	0.1500	0.0700	28	13
57	19	179	0.1061	0.1600	0.1100	29	20
58	12	163	0.0736	0.2000	0.1500	33	24
59	30	167	0.1796	0.2000	0.1900	33	32
Total	88	2,026	0.0434			158	112

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Rule of 70 Early Retirement Experience



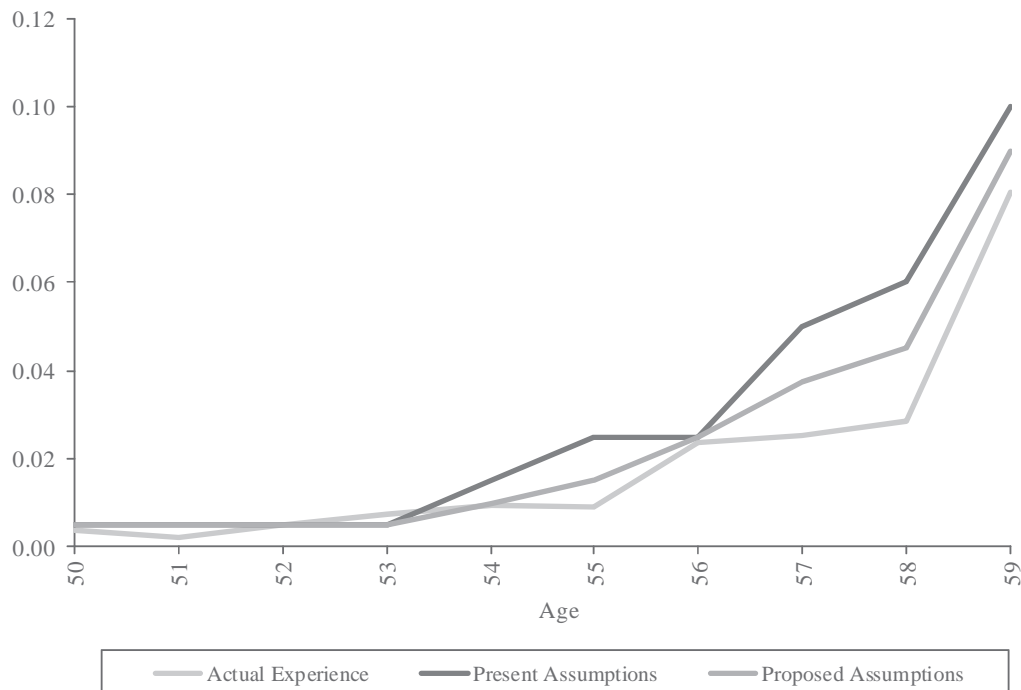
DEMOGRAPHIC ASSUMPTIONS - TEACHERS

FEMALE AGE-BASED EARLY RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
50	3	773	0.0039	0.0050	0.0050	4	4
51	2	883	0.0023	0.0050	0.0050	4	4
52	5	996	0.0050	0.0050	0.0050	5	5
53	8	1,108	0.0072	0.0050	0.0050	6	6
54	11	1,190	0.0092	0.0150	0.0100	18	12
55	12	1,310	0.0092	0.0250	0.0150	33	20
56	33	1,388	0.0238	0.0250	0.0250	35	35
57	37	1,462	0.0253	0.0500	0.0375	73	55
58	44	1,541	0.0286	0.0600	0.0450	92	69
59	130	1,612	0.0806	0.1000	0.0900	161	145
Total	285	12,263	0.0232			431	355

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages. "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Age-Based Early Retirement Experience



DEMOGRAPHIC ASSUMPTIONS - TEACHERS

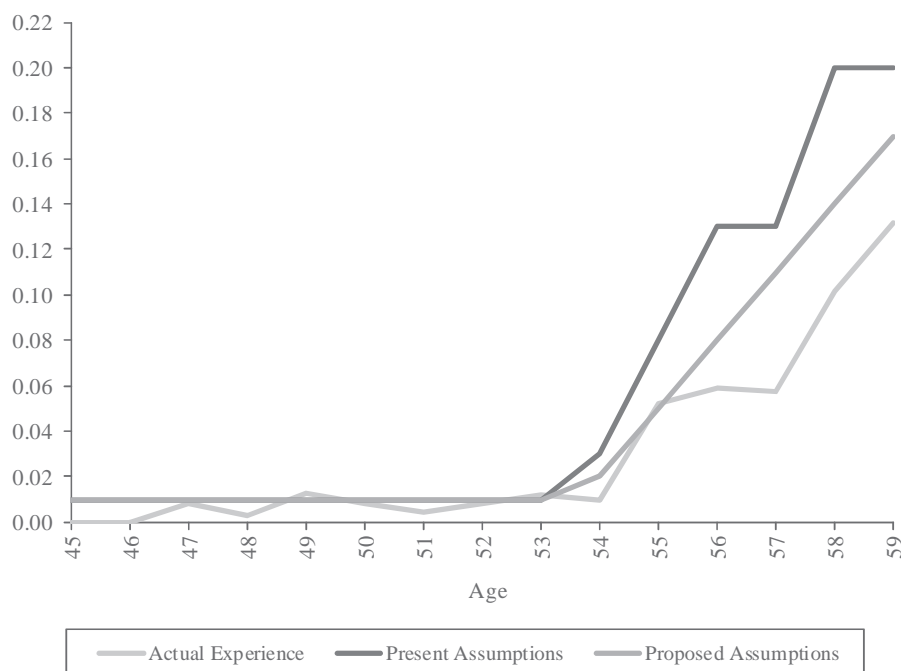
FEMALE RULE OF 70 EARLY RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
45	-	9	0.0000	0.0100	0.0100	-	-
46	-	76	0.0000	0.0100	0.0100	1	1
47	2	241	0.0083	0.0100	0.0100	2	2
48	1	362	0.0028	0.0100	0.0100	4	4
49	6	476	0.0126	0.0100	0.0100	5	5
50	4	473	0.0085	0.0100	0.0100	5	5
51	2	501	0.0040	0.0100	0.0100	5	5
52	4	491	0.0081	0.0100	0.0100	5	5
53	6	517	0.0116	0.0100	0.0100	5	5
54	5	506	0.0099	0.0300	0.0200	15	10
55	27	522	0.0517	0.0800	0.0500	42	26
56	30	507	0.0592	0.1300	0.0800	66	41
57	28	489	0.0573	0.1300	0.1100	64	54
58	47	464	0.1013	0.2000	0.1400	93	65
59	55	418	0.1316	0.2000	0.1700	84	71
Total	217	6,052	0.0359			396	299

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.

"Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

Rule of 70 Early Retirement Experience



SECTION E
DEMOGRAPHIC ASSUMPTIONS – POLICE

DEMOGRAPHIC ASSUMPTIONS - POLICE

Withdrawal Experience

Findings

Members who leave active employment, for reasons other than retirement or death, may be eligible for the following payments from the pension trust:

- A refund of employee contributions, or
- A deferred retirement benefit, if they are vested

Deferred retirement benefits are based on the pay and service credit at the time of withdrawal. The benefit is frozen, and not payable until sometime in the future. Consequently, members who withdraw receive much less from the plan than members who stay in employment until retirement. Higher rates of withdrawal result in lower computed contributions, and vice-versa.

We separated the members into two groups for the analysis: 1) members with fewer than 5 years of credited service, and 2) those members with 5 or more years of credited service. Male and female rates were looked at separately.

Males

The analysis for male members with fewer than 5 years of credited service is shown on page E-5. Overall, the plan experienced fewer withdrawals (446) than projected by the present assumptions (481 – see totals on page E-6). This experience suggests a need to lower the assumed rates of withdrawal among male individuals with fewer than 5 years of service.

Females

The analysis for female members with fewer than 5 years of credited service is shown on page E-6. Overall, the plan experienced fewer withdrawals (134) than projected by the present assumptions (151 – see totals on page E-7). This experience suggests a need to lower the assumed rates of withdrawal among female individuals with fewer than 5 years of service.

Other

The rates proposed for males with 5 or more years of service are an even better fit to the shape of the experience curve for female members. Therefore, the analysis for male and female members with 5 or more years of credited service is combined and shown on page E-4. Overall, the plan experienced fewer withdrawals (376) than projected by the present assumptions (611 – see totals on page E-5). This experience suggests a need to lower the assumed rates of withdrawal among individuals with 5 or more years of service.

Given the economic conditions during the experience study period, we believe that some of the low turnover is temporary. Therefore, the proposed decreases in termination rates do not reflect the full experience of the last five years.

Recommendation

We recommend adoption of the proposed withdrawal assumptions.

DEMOGRAPHIC ASSUMPTIONS - POLICE

Disability Experience

Findings

The assumed rates of disability (leaving active service due to injury or illness while not entitled to age and service retirement benefits) are a minor ingredient in cost calculations, since the incidence of disability is low. Higher rates of disability generally would result in somewhat higher computed contributions for NHRS, and vice-versa.

We reviewed the disability experience during the 5 year period. The results are shown on page E-7. Overall, the plan experienced more disability retirements (61) than projected by the present assumptions (42.9 – see totals on page E-7). This experience suggests a need to increase the assumed rates of disability.

The actual incidence of accidental vs. ordinary disability was 64% accidental and 36% ordinary vs. the assumption of 40%/60%. This experience suggests that a change in the assumption is warranted.

Recommendation

We recommend adoption of the proposed rates of disability retirement rates. In addition, we recommend assuming that 50% of disabilities are accidental.

DEMOGRAPHIC ASSUMPTIONS - POLICE

Age and Service (Normal) Retirement Experience

Findings

The benefit provisions of the Retirement System establish the minimum age and service requirements for unreduced or normal retirement. However, the actual cost of retirement is determined by when members actually retire. The assumption about timing of retirements is a major ingredient in cost calculations. Note that higher rates of retirement with full benefits generally results in higher computed contributions, and vice-versa.

We reviewed the retirement experience among active members during the study period. The results are shown on pages E-8 and E-9. The plan experienced fewer retirements (606) than projected by the present assumptions (820 – see totals on page E-8). This experience suggests a need to lower the assumed rates of retirement.

Given the economic conditions during the experience study period, some of the observed reduction in retirement rates is not expected to persist. We gave more weight to this study's experience if the direction of the change was the same as in the prior experience study. Therefore, the proposed decreases in retirement rates do not reflect the full experience of the last five years.

Retirement rates for those hired on or after July 1, 2011 will be studied in the future as experience emerges. For purposes of this study, retirement rates for those hired on or after July 1, 2011 are adjusted in the first five years of retirement eligibility to model pent-up demand for retirement.

Recommendations

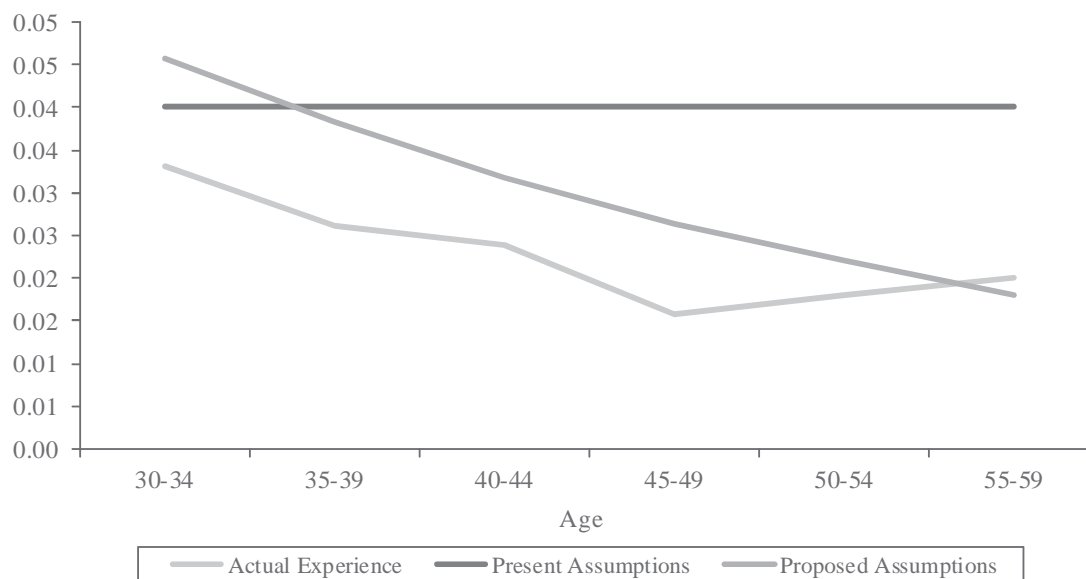
We recommend adoption of the proposed normal retirement rates.

DEMOGRAPHIC ASSUMPTIONS - POLICE AGE BASED WITHDRAWAL EXPERIENCE

Summary of Male & Female Age-Based Withdrawal Experience With 5 or More Years of Service

Age	Withdrawals	Exposure	Crude Rates	Sample Rates*		Expected Withdrawals**	
				Present	Proposed	Present	Proposed
Under 30	37	734	0.0504	0.0400	0.0547	29	38
30-34	79	2,388	0.0331	0.0400	0.0458	97	109
35-39	80	3,064	0.0261	0.0400	0.0384	123	118
40-44	89	3,714	0.0240	0.0400	0.0318	150	118
45-49	45	2,874	0.0157	0.0400	0.0264	115	76
50-54	28	1,546	0.0181	0.0400	0.0222	62	34
55-59	18	894	0.0201	0.0400	0.0181	35	16
Totals	376	15,214	0.0247	0.0402	0.0335	611	509

Summary of Male & Female Age-Based Withdrawal Experience With 5 or More Years of Service



DEMOGRAPHIC ASSUMPTIONS - POLICE MALE WITHDRAWAL GRAPHS

Summary of Male Service-Based Withdrawal Experience With Less Than 5 Years of Service

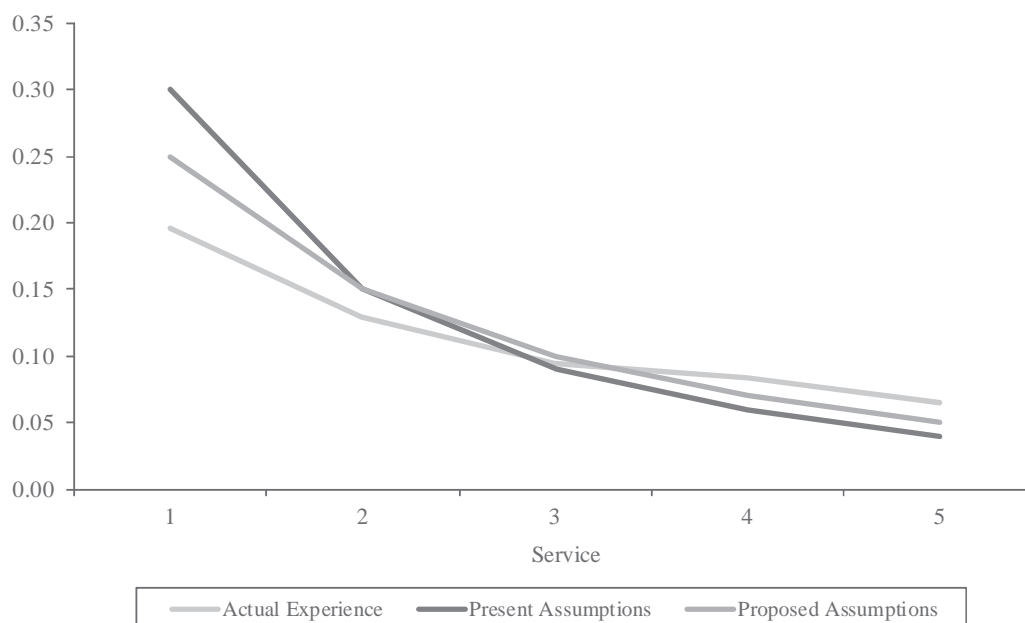
Service Index	Withdrawals	Exposure	Crude Rates	Sample Rates		Expected Withdrawals	
				Present	Proposed	Present	Proposed
1	104	529	0.1966	0.3000	0.2500	159	132
2	128	988	0.1296	0.1500	0.1500	150	150
3	84	896	0.0938	0.0900	0.1000	82	90
4	72	862	0.0835	0.0600	0.0700	53	60
5	58	888	0.0653	0.0400	0.0500	37	44
Totals	446	4,163	0.1071	0.1155	0.1143	481	476

* Sample rates are taken from midpoint of age group.

** "Expected withdrawals - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
"Expected withdrawals - Present" is the sum of actual probabilities applied in the valuation.

Exposures for those with more than 5 years of experience have been adjusted to reflect the change in assumption to consider withdrawals separately during retirement eligibility.

Summary of Male Service-Based Withdrawal Experience With Less Than 5 Years of Service



DEMOGRAPHIC ASSUMPTIONS - POLICE FEMALE WITHDRAWAL EXPERIENCE

Summary of Female Service-Based Withdrawal Experience With Less Than 5 Years of Service

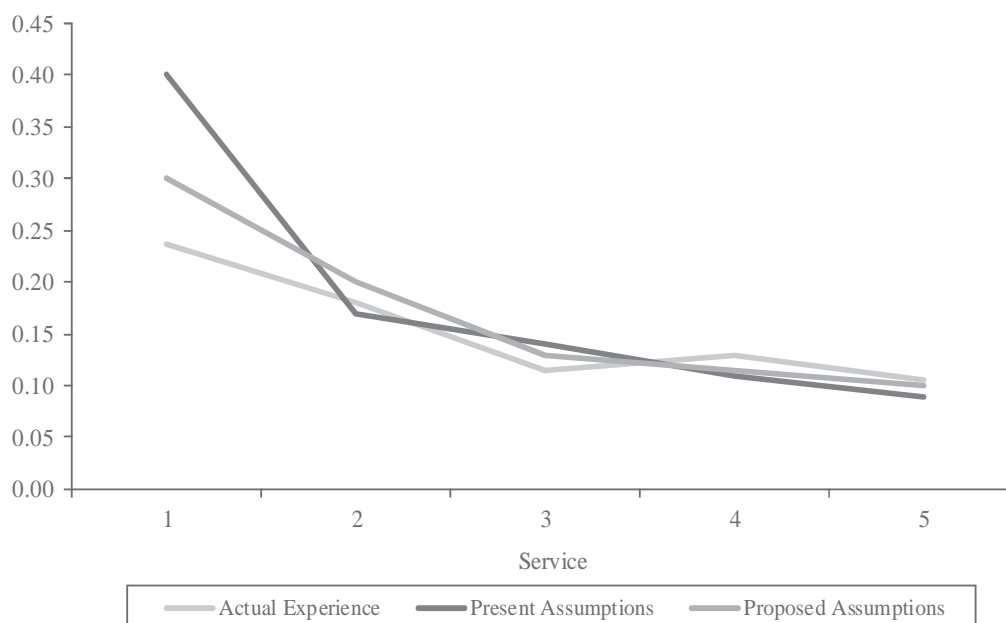
Service Index	Withdrawals	Exposure	Crude Rates	Sample Rates		Expected Withdrawals	
				Present	Proposed	Present	Proposed
1	28	118	0.2373	0.4000	0.3000	47	35
2	44	243	0.1811	0.1700	0.2000	42	49
3	22	191	0.1152	0.1400	0.1300	27	25
4	23	177	0.1299	0.1100	0.1150	20	20
5	17	160	0.1063	0.0900	0.1000	15	16
Totals	134	889	0.1507	0.1699	0.1631	151	145

* Sample rates are taken from midpoint of age group.

** "Expected withdrawals - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
"Expected withdrawals - Present" is the sum of actual probabilities applied in the valuation.

Exposures for those with more than 5 years of experience have been adjusted to reflect the change in assumption to consider withdrawals separately during retirement eligibility.

Summary of Female Service-Based Withdrawal Experience With Less Than 5 Years of Service



**DEMOGRAPHIC ASSUMPTIONS - POLICE
DISABILITY EXPERIENCE**

Male & Female Disability Experience

Age	Disabilities	Exposure	Crude Rates	Sample Rates		Expected Disabilities	
				Present	Proposed	Present	Proposed
Totals	61	17,727	0.0034	0.00242	0.00273	42.9	48.4

Rates in the table are aggregated due to the small number of actual disabilities.

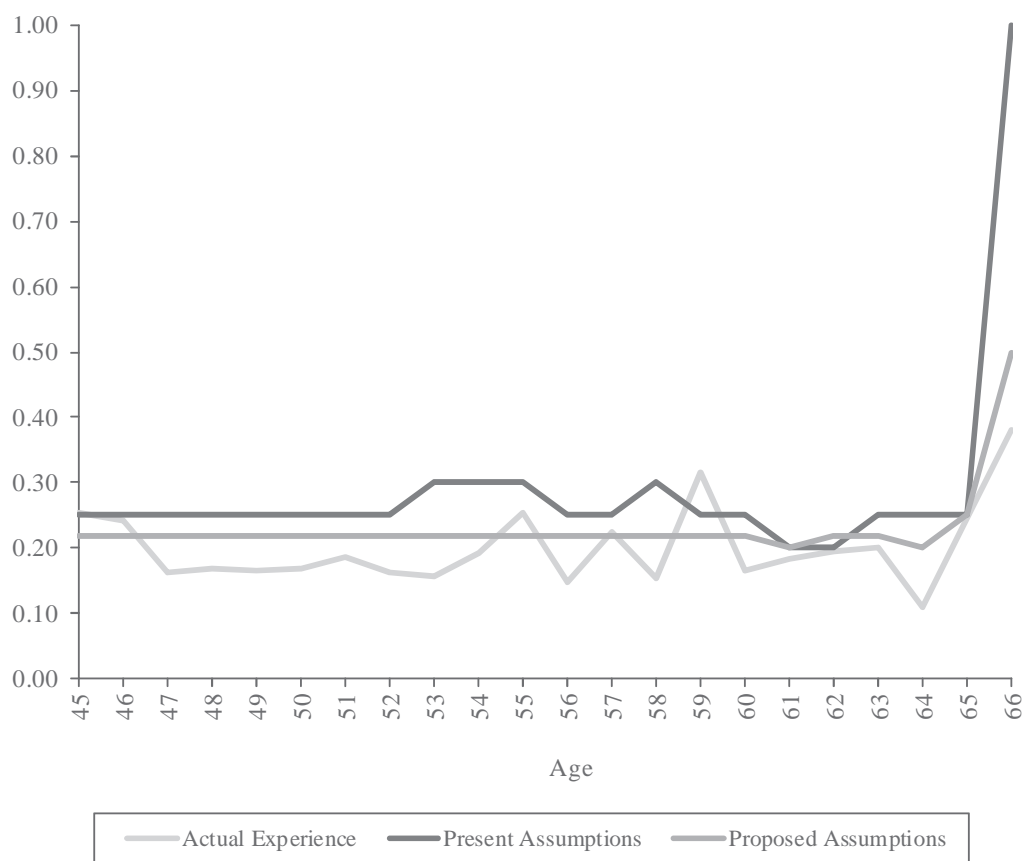
DEMOGRAPHIC ASSUMPTIONS - POLICE
MALE & FEMALE AGE-BASED RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
45	84	330	0.2545	0.2500	0.2200	82	73
46	69	286	0.2413	0.2500	0.2200	71	63
47	42	257	0.1634	0.2500	0.2200	64	57
48	43	254	0.1693	0.2500	0.2200	63	56
49	39	235	0.1660	0.2500	0.2200	59	52
50	33	197	0.1675	0.2500	0.2200	49	43
51	34	183	0.1858	0.2500	0.2200	46	40
52	25	154	0.1623	0.2500	0.2200	38	34
53	21	133	0.1579	0.3000	0.2200	40	29
54	23	120	0.1917	0.3000	0.2200	36	26
55	25	98	0.2551	0.3000	0.2200	30	22
56	13	87	0.1494	0.2500	0.2200	21	19
57	19	84	0.2262	0.2500	0.2200	21	18
58	10	65	0.1538	0.3000	0.2200	20	14
59	17	54	0.3148	0.2500	0.2200	13	12
60	22	133	0.1654	0.2500	0.2200	33	29
61	19	104	0.1827	0.2000	0.2000	21	21
62	17	87	0.1954	0.2000	0.2200	17	19
63	14	70	0.2000	0.2500	0.2200	17	15
64	6	54	0.1111	0.2500	0.2000	13	11
65	10	41	0.2439	0.2500	0.2500	10	10
66	8	21	0.3810	1.0000	0.5000	21	11
67	3	13	0.2308	1.0000	0.5000	13	7
68	5	9	0.5556	1.0000	0.5000	9	5
69	1	3	0.3333	1.0000	0.5000	3	2
70 & Over	4	10	0.4000	1.0000	1.0000	10	10
Total	606	3,082	0.1966			820	698

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

DEMOGRAPHIC ASSUMPTIONS - POLICE MALE & FEMALE RETIREMENT GRAPHS

Male & Female Age-Based Retirement Experience



SECTION F

DEMOGRAPHIC ASSUMPTIONS – FIRE

DEMOGRAPHIC ASSUMPTIONS - FIRE

Withdrawal Experience

Findings

Members who leave active employment, for reasons other than retirement or death, may be eligible for the following payments from the pension trust:

- A refund of employee contributions, or
- A deferred retirement benefit, if they are vested

Deferred retirement benefits are based on the pay and service credit at the time of withdrawal. The benefit is frozen, and not payable until sometime in the future. Consequently, members who withdraw receive much less from the plan than members who stay in employment until retirement. Higher rates of withdrawal result in lower computed contributions, and vice-versa. Due to the small group size, males and females were studied together.

We separated the members into two groups for the analysis: 1) members with fewer than 5 years of credited service, and 2) those members with 5 or more years of credited service.

The analysis for members with fewer than 5 years of credited service is shown on pages F-4 and F-5. Overall, the plan experienced fewer withdrawals (38) than projected by the present assumptions (57 – see totals at the bottom of page F-4). This experience suggests a need to lower the assumed rates of withdrawal among individuals with fewer than 5 years of service.

The analysis for members with 5 or more years of credited service is shown on pages F-4 and F-5. Overall, the plan experienced fewer withdrawals (59) than projected by the present assumptions (101 – see totals at the top of page F-4). This experience suggests a need to lower the assumed rates of withdrawal among individuals with 5 or more years of service.

Given the economic conditions during the experience study period, we believe that some of the low turnover is temporary. Therefore, the proposed decreases in termination rates do not reflect the full experience of the last five years.

Recommendation

We recommend adoption of the proposed withdrawal assumptions.

DEMOGRAPHIC ASSUMPTIONS - FIRE

Disability Experience

Findings

The assumed rates of disability (leaving active service due to injury or illness while not entitled to age and service retirement benefits) are a minor ingredient in cost calculations, since the incidence of disability is low. Higher rates of disability generally would result in somewhat higher computed contributions for NHRS, and vice-versa.

We reviewed the disability experience during the 5 year period. The results are shown on page F-6. Overall, the plan experienced less disability retirements (13) than projected by the present assumptions (16.4 – see totals on page F-6). This experience suggests a need to lower the assumed rates of disability.

The actual incidence of accidental vs. ordinary disability was 61% accidental and 39% ordinary vs. the assumption of approximately 40%/60%. This experience suggests that a change in the assumption is warranted.

Recommendation

We recommend adoption of the proposed rates of disability retirement rates. In addition, we recommend assuming that approximately 50% of disabilities are accidental.

DEMOGRAPHIC ASSUMPTIONS - FIRE

Age and Service (Normal) Retirement Experience

Findings

The benefit provisions of the Retirement System establish the minimum age and service requirements for unreduced or normal retirement. However, the actual cost of retirement is determined by when members actually retire. The assumption about timing of retirements is a major ingredient in cost calculations. Note that higher rates of retirement with full benefits generally results in higher computed contributions, and vice-versa.

We reviewed the retirement experience among active members during the study period. The results are shown on pages F-7 and F-8. The plan experienced fewer retirements (262) than projected by the present assumptions (324 – see totals on page F-7). This experience suggests a need to lower the assumed rates of retirement.

Given the economic conditions during the experience study period, some of the observed reduction in retirement rates is not expected to persist. We gave more weight to this study's experience if the direction of the change was the same as in the prior experience study. Therefore, the proposed decreases in retirement rates do not reflect the full experience of the last five years.

Retirement rates for those hired on or after July 1, 2011 will be studied in the future as experience emerges. For purposes of this study, retirement rates for those hired on or after July 1, 2011 are adjusted in the first five years of retirement eligibility to model pent-up demand for retirement.

Recommendations

We recommend adoption of the proposed normal retirement rates.

DEMOGRAPHIC ASSUMPTIONS - FIRE MALE & FEMALE WITHDRAWAL EXPERIENCE

Summary of Male & Female Age-Based Withdrawal Experience With 5 or More Years of Service

Age	Withdrawals	Exposure	Crude Rates	Sample Rates*		Expected Withdrawals**	
				Present	Proposed	Present	Proposed
Under 30	1	292	0.0034	0.0150	0.0125	5	4
30-34	5	797	0.0063	0.0150	0.0125	12	10
35-39	11	1,048	0.0105	0.0150	0.0125	16	13
40-44	13	1,580	0.0082	0.0150	0.0125	25	20
45-49	18	1,581	0.0114	0.0150	0.0125	24	20
50-54	5	922	0.0054	0.0150	0.0125	13	11
55-59	6	412	0.0146	0.0150	0.0125	6	5
Totals	59	6,632	0.0089	0.0152	0.0125	101	83

Summary of Male & Female Service-Based Withdrawal Experience With Less Than 5 Years of Service

Service Index	Withdrawals	Exposure	Crude Rates	Sample Rates		Expected Withdrawals	
				Present	Proposed	Present	Proposed
1	9	120	0.0750	0.0800	0.0775	10	9
2	8	251	0.0319	0.0600	0.0450	16	11
3	5	283	0.0177	0.0450	0.0300	14	8
4	8	312	0.0256	0.0300	0.0275	10	9
5	8	316	0.0253	0.0200	0.0225	7	7
Totals	38	1,282	0.0296	0.0445	0.0343	57	44

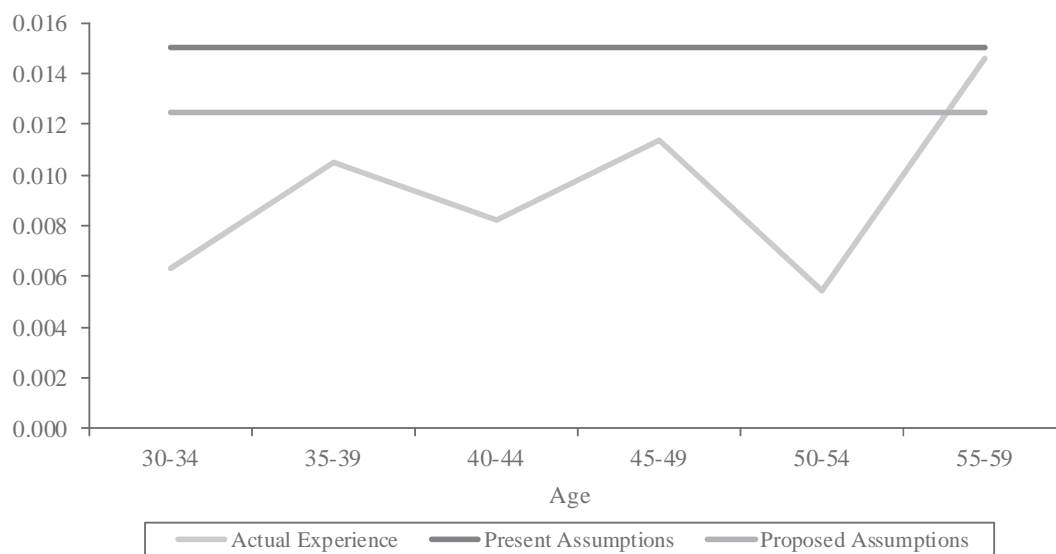
* Sample rates are taken from midpoint of age group.

** "Expected withdrawals - Proposed" is calculated as the sum of rates applied to exposure at individual ages. "Expected withdrawals - Present" is the sum of actual probabilities applied in the valuation.

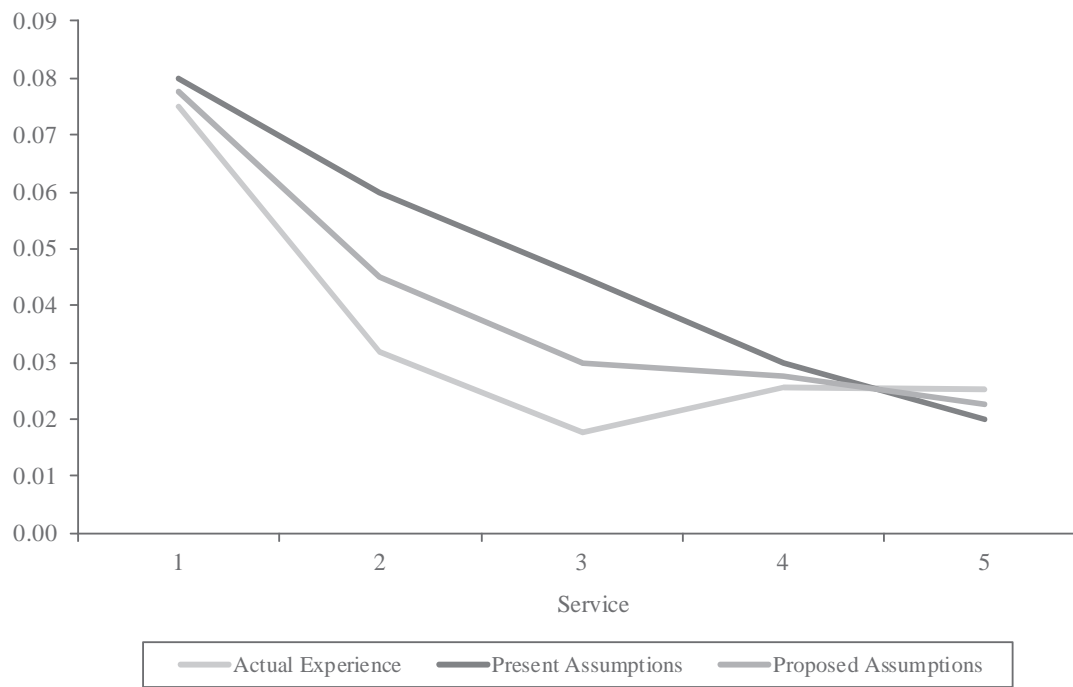
Exposures for those with more than 5 years of experience have been adjusted to reflect the change in assumption to consider withdrawals separately during early retirement eligibility.

DEMOGRAPHIC ASSUMPTIONS - FIRE WITHDRAWAL GRAPHS

Age-Based Withdrawal Experience With 5 or More Years of Service



Service-Based Withdrawal Experience With Less Than 5 Years of Service



DEMOGRAPHIC ASSUMPTIONS - FIRE DISABILITY EXPERIENCE

Male & Female Disability Experience

Age	Disabilities	Exposure	Crude Rates	Sample Rates		Expected Disabilities	
				Present	Proposed	Present	Proposed
Totals	13	6,333	0.0021	0.0026	0.0023	16.4	14.7

Rates in the table are aggregated due to the small number of actual disabilities.

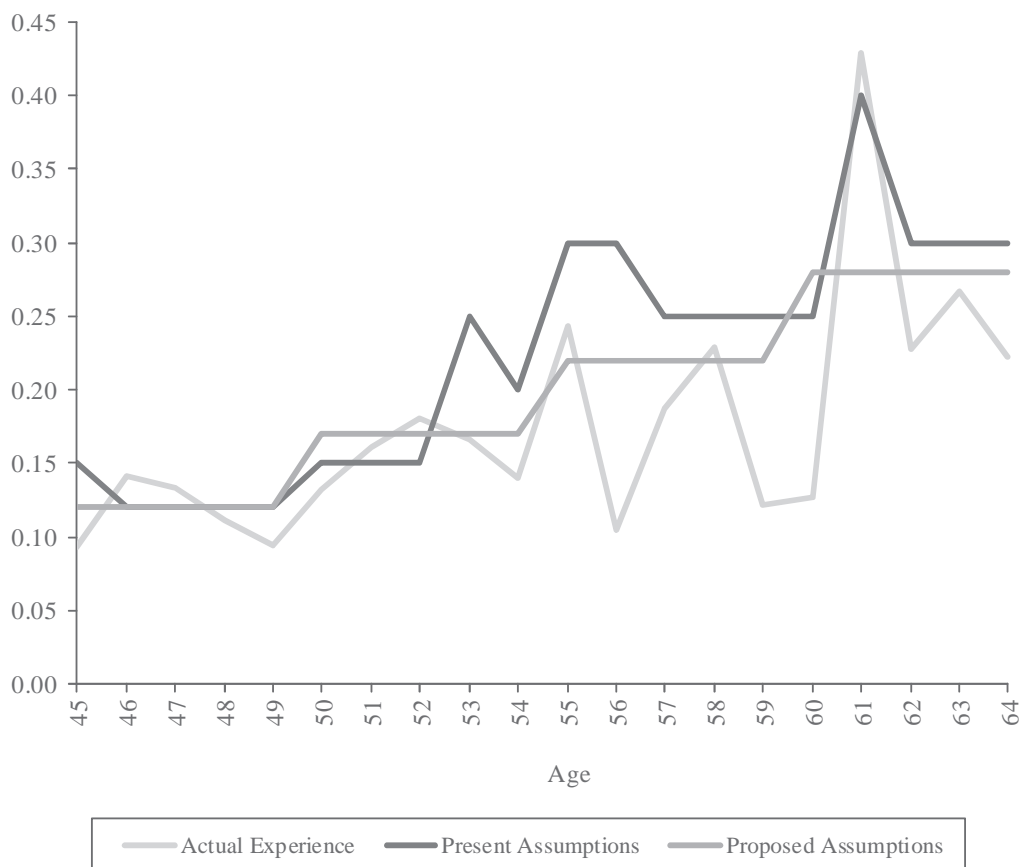
DEMOGRAPHIC ASSUMPTIONS - FIRE
MALE & FEMALE AGE-BASED RETIREMENT EXPERIENCE

Age	Retirements	Exposure	Crude Rates	Sample Rates		Expected Retirements*	
				Present	Proposed	Present	Proposed
45	14	150	0.0933	0.1500	0.1200	22	18
46	23	163	0.1411	0.1200	0.1200	19	19
47	23	172	0.1337	0.1200	0.1200	21	21
48	16	143	0.1119	0.1200	0.1200	17	17
49	13	138	0.0942	0.1200	0.1200	16	16
50	17	129	0.1318	0.1500	0.1700	19	22
51	20	124	0.1613	0.1500	0.1700	18	21
52	21	116	0.1810	0.1500	0.1700	17	20
53	17	102	0.1667	0.2500	0.1700	26	17
54	13	93	0.1398	0.2000	0.1700	19	16
55	19	78	0.2436	0.3000	0.2200	23	17
56	6	57	0.1053	0.3000	0.2200	17	13
57	9	48	0.1875	0.2500	0.2200	12	11
58	8	35	0.2286	0.2500	0.2200	9	8
59	4	33	0.1212	0.2500	0.2200	8	7
60	7	55	0.1273	0.2500	0.2800	13	15
61	15	35	0.4286	0.4000	0.2800	14	10
62	5	22	0.2273	0.3000	0.2800	7	6
63	4	15	0.2667	0.3000	0.2800	4	4
64	2	9	0.2222	0.3000	0.2800	2	3
65	2	9	0.2222	1.0000	0.2800	9	3
66	1	4	0.2500	1.0000	0.2800	4	1
67	-	2	0.0000	1.0000	0.2800	2	1
68	-	-	N/A	1.0000	0.2800	-	-
69	-	-	N/A	1.0000	0.2800	-	-
70 & Over	3	6	0.5000	1.0000	1.0000	6	-
Total	262	1,738	0.1507			324	286

* "Expected retirements - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
"Expected retirements - Present" is the sum of actual probabilities applied in the valuation.

DEMOGRAPHIC ASSUMPTIONS - FIRE MALE & FEMALE RETIREMENT GRAPHS

Age-Based Retirement Experience



SECTION G
DEMOGRAPHIC ASSUMPTIONS – MORTALITY

MORTALITY EXPERIENCE

Findings

Post-retirement mortality is an important, but relatively stable ingredient in cost calculations. This assumption should be updated from time to time to reflect longevity improvements.

Another consideration is that the Actuarial Standards of Practice (ASOP) have recently been revised with regard to the Mortality assumption. ASOP No. 35 Disclosure Section 4.1.1 now states, “The disclosure of the mortality assumption should contain sufficient detail to permit another qualified actuary to understand the provision made for future mortality improvement. If the actuary assumes zero mortality improvement after the measurement date, the actuary should state that no provision was made for future mortality improvement.” The current rates include such margin in the tables by assuming rates lower than those actually observed (referred to as a static improvement assumption).

The proposed rates take a different approach and assume that future mortality rates will continue to decline with each generation. For this “generational” approach, we remove the static margin from the base tables and apply a mortality improvement scale to project rates getting lower each year in the future. This means that next year’s 65-year-old will have a slightly longer life expectancy than this year’s, etc.

The approach we have taken is based on the RPEC_2014 model described by the Society of Actuaries (SOA). The base mortality tables we select from are the RP-2014 mortality tables. The improvement scales we consider are the 2-dimensional MP-2015 mortality improvement scales projected from the base year of 2006 after adjusting for MP-2014 improvements. It is anticipated that the SOA will release new improvement scales annually. For purposes of NHRS valuations, we recommend maintaining the MP-2015 improvement scales until the next experience study.

NHRS has a large enough aggregate population to be considered credible for determining an appropriate set of base tables, however the separate member classifications are not large enough. We apply a credibility procedure in accordance with ASOP No. 25, Credibility Procedures to determine partial credibility based on the limited fluctuation method to determine appropriate adjustments to the base table to be applied to each gender within each member classification.

The first step in this procedure is to select the appropriate version of the RP-2014 mortality tables for the aggregate NHRS population of healthy retirees. We have performed this analysis on a benefits weighted basis consistent with the development of the RP-2014 tables and their intended use in the valuations.

Healthy Retirees

We reviewed the mortality experience of healthy retirees during the 5-year period. The results are shown on pages G-4 and G-5. Figures in the tables are developed with a scaling factor of \$1 million. The plan experienced more benefit weighted deaths among males (\$26.17 million) than projected by the present assumptions (\$23.77 million – see totals on page G-4). The actual number of benefit weighted deaths among retired females (\$18.38 million) was less than the number projected by the present assumptions (\$19.70 million – see totals on page G-5).

MORTALITY EXPERIENCE

The expected new benefit weighted deaths for each gender are based on the RP-2014 Healthy Annuitant tables. Based on the good fit of the benefit weighted deaths, these tables are an appropriate selection for the System as a whole. Tables have been extended to younger ages as needed using a cubic spline method with the published Juvenile rates. Additional adjustments by member classification are described below.

Disabled Retirees

Disabled mortality experience during the study period was not sufficient to be fully credible. We recommend adopting the RP-2014 disabled mortality tables with the same partial credibility adjustments for each member classification as the healthy annuitant tables.

Active Members

Active mortality experience during the study period was not sufficient to be fully credible. We recommend adopting the RP-2014 Employees mortality tables with the same partial credibility adjustments for each member classification as the healthy annuitant tables. There was insufficient experience to warrant a change in the ordinary/accidental death weighting assumption.

Mortality Improvement

The Society of Actuaries' MP-2015 report recommends considering applying MP-2015 fully generational to the selected RP-2014 table adjusted to the base year of 2006. We have applied this adjustment as recommended.

Partial Credibility

We use the limited fluctuation credibility procedure to determine the appropriate scaling factor of the base mortality tables for each gender and each member classification on a benefits weighted basis. In each case, the Z-factor is computed based on the experience of the group being studied. This Z-factor is a measure of the credibility of the pertinent group.

The Best Fit is the ratio of actual to expected deaths using the base table. The final scale is then determined as the weighted average of the Best Fit and 100% based on the Z-factor. For example, for male Employees, the Z-factor of 73% suggests the data for that group is 73% credible. The Best Fit for that group would be to scale the base tables by 122%. The final scale of 116% is the credibility-weighted average ($116\% = 73\% \times 122\% + 27\% \times 100\%$). Factors for other groups are determined similarly.

MORTALITY EXPERIENCE

	Deaths Needed For Full Credibility	Observed NHRS Deaths			
		Employees	Teachers	Police	Fire
Male	1,785	961	289	169	96
Female	1,749	914	538	23	1
		Employees	Teachers	Police	Fire
Z-Male		73%	40%	31%	23%
Z-Female		72%	55%	11%	2%
Scale-Male		116%	100%	99%	100%
Scale-Female		124%	87%	106%	101%
Best Fit Male		122%	99%	98%	98%
Best Fit Female		133%	76%	156%	147%

Recommendations

We recommend adoption of the proposed mortality rates, partial credibility adjustments, and improvement scales.

The specifics of the recommended mortality tables follow:

Healthy Retirees: RP-2014 Healthy Annuitant generational mortality tables for males and females, adjusted for mortality improvements using Scale MP-2015.

Disabled Retirees: RP-2014 Disabled Retiree generational mortality tables for males and females, adjusted for mortality improvements using Scale MP-2015.

Active Members: RP-2014 Employee generational mortality tables for males and females, adjusted for mortality improvements using Scale MP-2015.

Scaling factors for each member classification apply to all mortality tables.

Mortality Improvement: MP-2015 2-dimensional improvement scales, fully generational.

There was insufficient experience to warrant changing the weighting of ordinary and accidental deaths. We recommend maintaining the current assumptions.

	Employees	Teachers	Police	Fire
Ordinary	98%	98%	50%	50%
Accidental	2%	2%	50%	50%

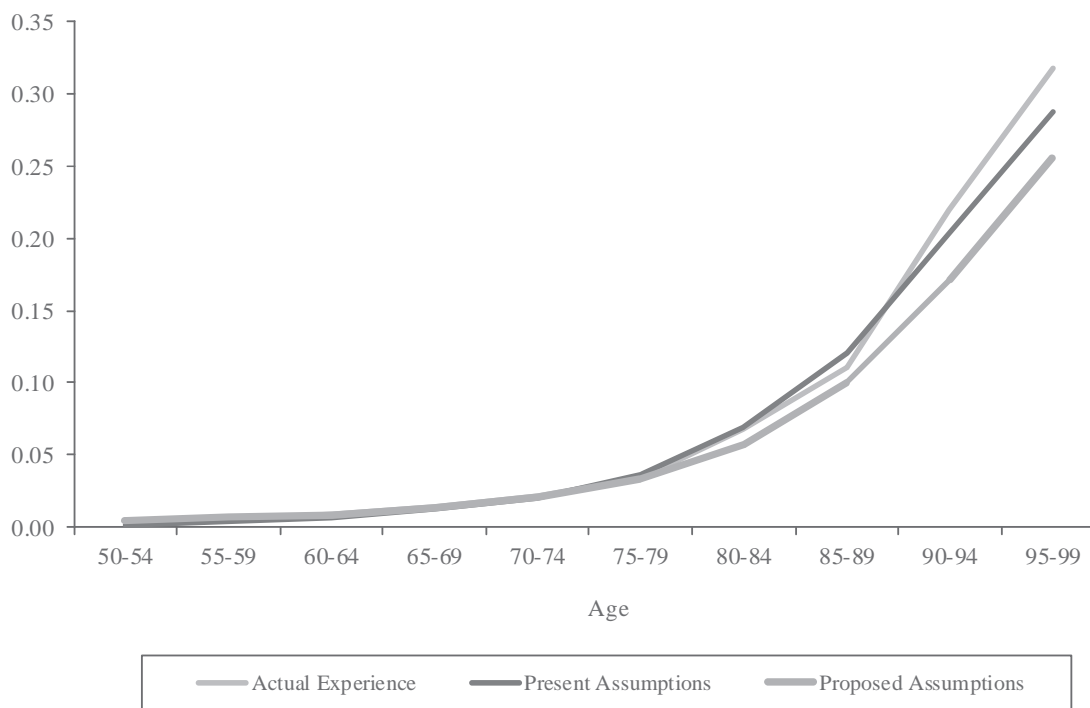
HEALTHY MALE RETIRANT MORTALITY EXPERIENCE

Actual and expected deaths and exposures are **benefit weighted** with a scaling factor of \$1 million.

Age	Deaths	Exposure	Crude Rates	Sample Rates*		Expected Deaths**	
				Present	Proposed	Present	Proposed
50-54	0.62	122.14	0.005076	0.001781	0.004648	0.22	0.57
55-59	0.95	170.93	0.005558	0.003331	0.006430	0.58	1.11
60-64	2.67	288.65	0.009250	0.006473	0.008784	1.97	2.59
65-69	3.98	287.57	0.013840	0.012374	0.012856	3.48	3.69
70-74	3.62	172.82	0.020947	0.020164	0.020428	3.46	3.49
75-79	3.84	113.93	0.033705	0.036105	0.033750	4.12	3.83
80-84	4.65	68.25	0.068132	0.068542	0.057578	4.54	3.86
85-89	3.18	28.72	0.110724	0.120616	0.100511	3.34	2.78
90-94	1.81	8.24	0.219660	0.203973	0.170957	1.57	1.33
95-99	0.41	1.29	0.317829	0.288083	0.255391	0.35	0.31
100-104	0.06	0.18	0.333333	0.371685	0.354865	0.06	0.06
105-109	0.02	0.02	1.000000	0.400000	0.448460	0.01	0.01
Other	0.36	52.46	0.006862			0.07	
Totals	26.17	1,315.20	0.019898	0.018073	0.017967	23.77	23.63

* Sample rates are taken from midpoint of age group.

** "Expected deaths - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected deaths - Present" is the sum of actual probabilities applied in the valuation.



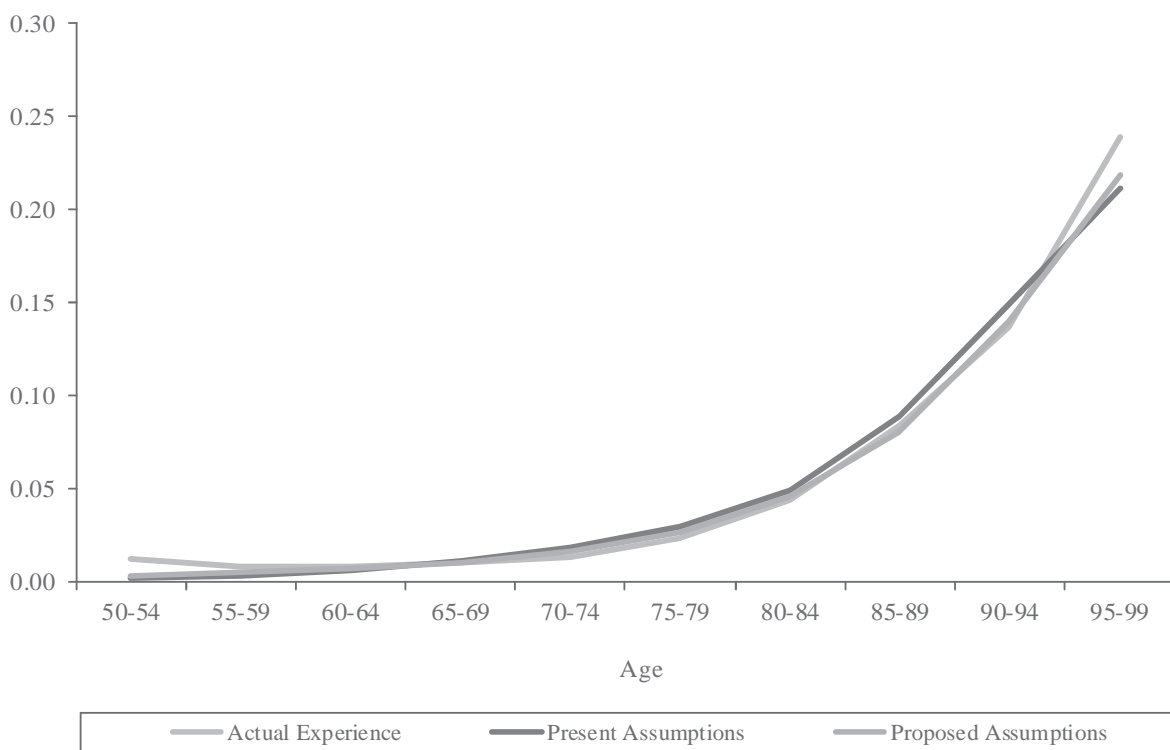
HEALTHY FEMALE RETIRANT MORTALITY EXPERIENCE

Actual and expected deaths and exposures are **benefit weighted** with a scaling factor of \$1 million.

Age	Deaths	Exposure	Crude Rates	Sample Rates*		Expected Deaths**	
				Present	Proposed	Present	Proposed
50-54	0.13	11.09	0.011722	0.001522	0.003025	0.01	0.03
55-59	0.39	51.70	0.007544	0.003146	0.004245	0.19	0.23
60-64	2.04	274.63	0.007428	0.006022	0.006240	1.77	1.79
65-69	3.04	297.68	0.010212	0.011003	0.009727	3.23	2.87
70-74	2.13	162.98	0.013069	0.018322	0.015861	2.93	2.55
75-79	2.28	99.92	0.022818	0.029635	0.026261	2.92	2.61
80-84	2.50	58.00	0.043103	0.048916	0.045262	2.80	2.60
85-89	2.68	32.29	0.082998	0.088916	0.080465	2.79	2.55
90-94	1.87	13.74	0.136099	0.148426	0.139159	1.98	1.84
95-99	0.98	4.11	0.238443	0.210976	0.218631	0.84	0.86
100-104	0.26	0.87	0.298851	0.254498	0.316762	0.23	0.26
105-109	0.02	0.03	0.666667	0.322725	0.415097	0.01	0.01
Other	0.06	3.88	0.015464			-	0.01
Totals	18.38	1,010.92	0.018181	0.019487	0.018013	19.70	18.21

* Sample rates are taken from midpoint of age group.

** "Expected deaths - Proposed" is calculated as the sum of rates applied to exposure at individual ages.
 "Expected deaths - Present" is the sum of actual probabilities applied in the valuation.



SECTION H

ACTUARIAL METHODS

ACTUARIAL METHODS

Excerpts from the Board Funding Policy adopted March 11, 2014:

Actuarial Cost Method

The law stipulates under RSA 100-A:16 the use of the entry age normal actuarial cost method for each of the four member classifications. The purpose of this method is to determine the annual Normal Cost for each individual active member, payable from the date of employment to the date of retirement, that is:

- (i) Sufficient to accumulate to the value of the member's benefit at the time of retirement, and
- (ii) A constant percentage of the member's year by year projected covered pay.

The Actuarial Accrued Liability under this cost method is the accumulation of normal costs accrued prior to the actuarial valuation date. The Actuarial Accrued Liability represents the theoretical amount of assets required to fund benefits earned on members' past service. The Normal Cost represents the cost required to fund benefits accruing during the current year.

Under RSA 100-A:16, II (i), if the actuarially determined normal contribution rate as set forth in subparagraphs (b) and (c) on account of any of the various member classifications shall be negative in any fiscal year, then the excess amount resulting from the difference between zero and the negative actuarially determined normal contribution rate shall be used to reduce the member contribution rate for that member classification in that fiscal year.

Under RSA 100-A:16, II-a. (a) if within a member classification the employer rates have lowered to require them to be equal to the member rates, then for all subsequent years the employer rates and the members rates for such member classification shall continue to be equal whether the system liabilities increase or decrease.

Medical Subsidy

Liabilities are determined under the entry-age actuarial cost method. Under New Hampshire Statute, contribution rates to the 401(h) sub-trust are determined as the lesser of 25% of the employers' total contributions or the actuarial required contribution rate that keeps the medical subsidy sub-trust solvent (the "solvency rate"). Under IRS Regulations, 401(h) sub-trust contributions are limited by 25% of the total contributions to the plan (other than contributions to fund past service credits). NHRS maintains the historical information for determining compliance with IRC Section 401(h). A test for compliance with IRC Section 401(h) was outside the scope of this valuation.

The rate-setting valuations project the unfunded actuarial accrued liability to the beginning of the applicable biennium to determine the unfunded amortization rate. Currently, the normal cost rate is based on the rates determined on the valuation date. We recommend adjusting the normal cost rates to the projected rate from the first year of the rate setting biennium to better reflect the impact of the changing benefit tiers and generational mortality. We recommend developing projected normal cost rates based on a new entrant profile determined by the current active population with 3-8 years of service.

ACTUARIAL METHODS

Asset Valuation Method

The Actuarial Value of Assets is based on the market value with investment gains and losses smoothed over 5 years. The Actuarial Value of Assets will not consistently be above or below the Market Value and is expected to converge to the Market Value in a relatively short period of time. At any time it may be either greater or less than Market Value. During periods when investment performance exceeds the assumed rate, Actuarial Value of Assets will tend to be less than Market Value. During periods when investment performance is less than the assumed rate, Actuarial Value of Assets will tend to be greater than Market Value. If assumed rates are exactly realized for 4 consecutive years, the Actuarial Value will become equal to Market Value.

Actuarial Value is limited to a 20% corridor around the Market Value. This means that if the preliminary development of the Actuarial Value results in an amount that is greater than 120% of the Market Value (or less than 80% of the Market Value), the final Actuarial Value is limited to 120% (or 80%) of the Market Value. Any gains or losses on the Market Value outside of the 20% corridor are therefore recognized immediately.

Pension Amortization Method

The law stipulates under RSA 100-A:16 an amortization period of 30 years or the maximum period allowed by standards adopted by the Government Accounting Standards Board (GASB), whichever is less. When this statute was enacted, the GASB accounting standards provided broad guidelines on plan funding. The GASB Statements Nos. 67 and 68 do not address plan funding and only address financial reporting. This Actuarial Funding Policy retains the original intent of the statute.

Beginning with the June 30, 2007 actuarial valuation which determined the employer contribution rates beginning with the fiscal year ending June 30, 2010, the 30-year period is a closed period ending June 30, 2039.

The amortization method is a level percentage of payroll, consistent with RSA 100-A:16 II (b) and (c).

Pension Funding Target

The funding objective is to achieve 100% funding. For this purpose, 100% funding means that the Actuarial Value of Assets equals the Actuarial Accrued Liability. The amortization objective is to reach 100% funding over the closed 30-year period ending June 30, 2039.

Medical Subsidy Funding Policy

Medical Subsidy benefits provided through NHRS are funded on a pay-as-you-go basis. The medical subsidy benefits provided by statute are fixed rates for a declining population.

The actuarial cost method does not anticipate accumulating assets for medical subsidy benefits. The data reported for the medical subsidy benefits has undergone significant clean-up efforts during the experience study period. The data reports all those currently receiving a subsidy as well as those who could opt-in at any point in the future.

ACTUARIAL METHODS

Considerations for Actuarial Methods

We recommend continued use of the current actuarial cost method, asset valuation method and amortization method for pension and medical subsidy benefits. We further recommend a review of the amortization method and funding policy prior to or concurrent with the Decennial Retirement Commission under RSA 100-A:57. We further recommend consideration of accelerated prefunding of medical subsidy benefits with the Decennial Retirement Commission.

SECTION I
MISCELLANEOUS AND TECHNICAL
ASSUMPTIONS

PROPOSED MISCELLANEOUS AND TECHNICAL ASSUMPTIONS

Optional factors are adopted by the Board. Factors will be reviewed after the Board has adopted mortality and interest rate assumptions.

Marriage Assumption

The current marriage assumption for Group I members is that 70% of males and 70% of females are assumed to be married for purposes of death-in-service benefits. For Group II, the current assumption is that 50% of males and 50% of females are assumed to be married for purposes of death-in-service and death after retirement benefits. Male spouses are assumed to be three years older than female spouses for active member valuation purposes. Experience, as shown in the table below, indicates that the Group I assumption may be decreased and the Group II assumption may be increased. We have assumed that 60% of males and 60% of females are married for both Groups.

	Group I		Group II	
	Employees	Teachers	Police	Fire
# Retirees (Excluding Survivors) =	13,974	10,255	2,866	1,171
# Retirees (Excluding Survivors) with J & S Benefit =	6,861	5,550	1,896	823
% Retirees (Excluding Survivors) with J & S Benefit =	49%	54%	66%	70%
Current Marriage Assumption =	70%	70%	50%	50%
Proposed Marriage Assumption =	60%	60%	60%	60%

Service Purchases

Service purchase calculations are based on actuarial equivalent factors without adjustment for anti-selection. We studied the active member data for service purchases to model the potential cost of anti-selection. As a result of our analysis, we recommend adding 1 month of service to the reported service for all active participants in consideration of potential subsidized service purchases in the future.

Other Miscellaneous and Technical Assumptions

A number of additional miscellaneous and technical assumptions are used in the actuarial valuation. The present assumptions are listed on the following pages.

MISCELLANEOUS AND TECHNICAL ASSUMPTIONS

<i>Administrative & Investment Expenses</i>	The investment return assumption is intended to be the return net of investment expenses. Annual administrative expenses are assumed to be 0.35% of payroll.
<i>Benefit Service</i>	Exact Fractional service is used to determine the amount of benefit payable.
<i>COLA</i>	None assumed.
<i>Decrement Operation (Proposed)</i>	Disability and turnover decrements do not operate during normal retirement eligibility for Group I members. They do operate for early retirement for Group I members and during normal retirement for Group II members.
<i>Decrement Timing</i>	Normal and early retirement decrements for the Teachers group are assumed to occur at the beginning of the year. All other decrements for all groups were assumed to occur mid-year.
<i>Eligibility Testing</i>	Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year on the date the decrement is assumed to occur.
<i>Forfeitures</i>	The percent of vested members who quit before retirement who elect to refund and forfeit their pension is assumed to be 25% at first vesting eligibility, grading to 0% at first retirement eligibility.
<i>Incidence of Contributions</i>	Contributions are assumed to be received continuously throughout the year based upon the computed percent of payroll shown in this report, and the actual payroll payable at the time contributions are made.
<i>Normal Form of Benefit</i>	<p>This valuation assumes that members will elect the normal form of payment. Alternate forms of payment are available and are actuarially adjusted based on the valuation interest and mortality.</p> <p>Group I: The assumed normal form of benefit is a straight life benefit.</p> <p>Group II: The assumed normal form of benefit is straight life for single members and joint and 50% survivor for married members.</p>

MISCELLANEOUS AND TECHNICAL ASSUMPTIONS

Pay Increase Timing Beginning of (Fiscal) year. This is equivalent to assuming that reported pays represent amounts paid to members during the year ended on the valuation date.

New Entrant Profile For purposes of projecting the normal cost to the beginning of the rate setting biennium, the new entrant profile is based on actual members with 3-8 years of service on the valuation date.

Service Credit Accruals It is assumed that members accrue one year of service credit per year.

Medical Subsidy Actual medical subsidy recipients are included in the valuation plus 5% of those who opted-out.

The solvency rates for the medical subsidy benefits are determined to provide an estimated margin of 20% of the benefits by the end of the first year of the biennium and thereafter.

A retired member's medical subsidy amount is provided by System staff. If the member is under the age of 65, the pre-65 subsidy amount used is the amount reported by System staff, and the post-65 subsidy amount is assumed to be at the post-65 rates.

IRC Section 415(b) and 401(a)(17) For purposes of the valuation, the limitations under IRC Section 401(a)(17) and 415(b) were not reflected due to immateriality. Our analysis indicates that there are no participants that are impacted by the IRC limitations.

Recommendation

We recommend continued use of the Miscellaneous and Technical Assumptions with the exceptions discussed on page I-1, in particular, the marriage assumption and service purchase assumption.

SECTION J
COMPREHENSIVE LISTING OF RECOMMENDED
ASSUMPTIONS

EMPLOYEES PROPOSED RATES

Service Based Salary Scale		Select Withdrawal			Disability Rates			Early Retirement Pattern			Normal Retirement Pattern		
% Merit Increases in Salaries Next Year		Less than 5 Years of Service			Age	% Becoming Disabled		Age and Service Pre 7/1/11			Age and Service Pre 7/1/11		
Service Index	Rate	Service Index	Male	Female		Male	Female	Age	% Retiring		Age	% Retiring	
1	10.00%	1	23.00%	30.00%	20	0.03%	0.00%	50	0.75%	0.75%	60	11.0%	11.0%
2	6.00%	2	20.00%	22.00%	21	0.03%	0.00%	51	0.75%	0.75%	61	11.0%	11.0%
3	2.50%	3	15.00%	16.00%	22	0.03%	0.00%	52	0.75%	0.75%	62	16.0%	15.0%
4	2.00%	4	12.00%	12.00%	23	0.03%	0.00%	53	0.75%	0.75%	63	16.0%	14.0%
5	1.50%	5	10.00%	8.00%	24	0.03%	0.00%	54	0.75%	1.25%	64	14.0%	14.0%
6	1.25%	Sw	59	36	25	0.03%	0.02%	55	1.50%	1.75%	65	16.0%	20.0%
7	1.00%	Ultimate Withdrawal			26	0.03%	0.02%	56	2.20%	2.75%	66	25.0%	22.0%
8	1.00%				27	0.03%	0.02%	57	2.20%	2.50%	67	23.0%	22.0%
9	1.00%	5 or more Years of Service			28	0.03%	0.02%	58	3.00%	3.25%	68	21.0%	18.0%
10	1.00%	Age	Male	Female	29	0.03%	0.02%	59	4.50%	5.00%	69	20.0%	19.0%
11	1.00%	25	7.20%	7.20%	30	0.03%	0.02%	Rx	2554	2555	70	100.0%	100.0%
12	1.00%	26	7.20%	7.20%	31	0.03%	0.02%	anchor	50	50	Rx	2552	2553
13	1.00%	27	7.20%	7.20%	32	0.03%	0.02%	Rule 70 Pre 7/1/11			anchor	60	60
14	1.00%	28	7.20%	7.20%	33	0.03%	0.02%				Age and Service Post 7/1/11		
15	1.00%	29	7.20%	7.20%	34	0.03%	0.03%	Age	% Retiring		Age	% Retiring	
16	1.00%	30	7.20%	7.20%	35	0.03%	0.03%	Male	Female		Male	Female	
17	1.00%	31	6.30%	6.30%	36	0.04%	0.03%	45	1.00%	1.00%	65	45.0%	44.0%
18	1.00%	32	5.58%	5.58%	37	0.04%	0.03%	46	1.00%	1.00%	66	45.0%	44.0%
19	1.00%	33	5.22%	5.22%	38	0.06%	0.04%	47	1.00%	1.25%	67	23.0%	22.0%
20	1.00%	34	5.04%	5.04%	39	0.07%	0.05%	48	1.00%	1.25%	68	21.0%	18.0%
21	1.00%	35	5.04%	5.04%	40	0.08%	0.06%	49	1.00%	1.00%	69	20.0%	19.0%
22	1.00%	36	5.04%	5.04%	41	0.09%	0.07%	50	1.75%	2.20%	70	100.0%	100.0%
23	1.00%	37	5.04%	5.04%	42	0.11%	0.08%	51	2.50%	2.50%	Rx	999	999
24	1.00%	38	5.04%	5.04%	43	0.13%	0.09%	52	3.10%	2.50%	anchor	65	65
25	1.00%	39	5.04%	5.04%	44	0.14%	0.10%	53	3.50%	3.50%			
26	1.00%	40	5.04%	5.04%	45	0.16%	0.11%	54	3.75%	4.00%			
27	1.00%	41	5.04%	5.04%	46	0.18%	0.13%	55	6.00%	8.00%			
28	1.00%	42	5.04%	5.04%	47	0.20%	0.15%	56	9.00%	6.00%			
29	1.00%	43	5.04%	5.04%	48	0.22%	0.17%	57	11.00%	12.00%			
30	1.00%	44	5.04%	5.04%	49	0.24%	0.19%	58	11.50%	12.00%			
31	1.00%	45	5.04%	5.04%	50	0.27%	0.23%	59	18.00%	13.00%			
32	1.00%	46	4.86%	4.86%	51	0.30%	0.26%	Rx	2556	2557			
33	1.00%	47	4.68%	4.68%	52	0.33%	0.29%	anchor	45	45			
34	1.00%	48	4.50%	4.50%	53	0.37%	0.33%	Age and Service Post 7/1/11					
35	1.00%	49	4.14%	4.14%	54	0.41%	0.38%						
36	1.00%	50	3.96%	3.96%	55	0.47%	0.42%	Age	% Retiring				
37	1.00%	51	3.78%	3.78%	56	0.57%	0.47%	Male	Female				
38	1.00%	52	3.60%	3.60%	57	0.70%	0.52%	60	11.0%	11.0%			
39	1.00%	53	3.60%	3.60%	58	0.84%	0.57%	61	11.0%	11.0%			
40	1.00%	54	3.60%	3.60%	59	1.02%	0.63%	62	16.0%	15.0%			
Ref	662	Wx	256	256	60	1.24%	0.69%	63	16.0%	14.0%			
		Wx Mult	180.0%	180.0%	Hx	7	19	64	14.0%	14.0%			
					Mult	140%	90%	Rx	2552	2553			
					Ordinary		60%	anchor	60	60			
					Accidental		40%						

TEACHERS PROPOSED RATES

Service Based Salary Scale		Select Withdrawal			Disability Rates			Early Retirement Pattern			Normal Retirement Pattern		
% Merit Increases in Salaries Next Year		Less than 5 Years of Service			Age	% Becoming Disabled		Age and Service Pre 7/1/11			Age and Service Pre 7/1/11		
Service Index	Rate	Service Index	Male	Female		Male	Female	Age	% Retiring		Age	% Retiring	
1	10.00%	1	35.00%	31.00%	20	0.01%	0.00%	50	1.00%	0.50%	60	18.0%	13.0%
2	6.00%	2	17.00%	16.00%	21	0.01%	0.00%	51	1.00%	0.50%	61	19.0%	15.0%
3	3.25%	3	14.00%	13.00%	22	0.01%	0.00%	52	1.00%	0.50%	62	20.0%	19.0%
4	2.75%	4	10.00%	11.00%	23	0.01%	0.00%	53	1.00%	0.50%	63	21.0%	19.0%
5	2.50%	5	8.00%	8.00%	24	0.01%	0.00%	54	1.00%	1.00%	64	22.0%	21.0%
6	2.25%	Sw	184	996	25	0.01%	0.00%	55	1.00%	1.50%	65	23.0%	25.0%
7	2.00%	Ultimate Withdrawal			26	0.02%	0.00%	56	3.50%	2.50%	66	30.0%	32.0%
8	1.75%				27	0.02%	0.00%	57	2.00%	3.75%	67	25.0%	27.0%
9	1.50%	5 or more Years of Service			28	0.02%	0.00%	58	8.50%	4.50%	68	25.0%	27.0%
10	1.25%	Age	Male	Female	29	0.02%	0.00%	59	6.00%	9.00%	69	25.0%	27.0%
11	1.00%	25	4.00%	6.00%	30	0.02%	0.00%	Rx	1925	2560	70	100.0%	100.0%
12	1.00%	26	4.00%	6.00%	31	0.02%	0.01%	anchor	50	50	Rx	2558	2559
13	1.00%	27	4.00%	6.00%	32	0.02%	0.01%	Rule 70 Pre 7/1/11			anchor	60	60
14	1.00%	28	4.00%	6.00%	33	0.02%	0.01%				Age and Service Post 7/1/11		
15	1.00%	29	4.00%	6.00%	34	0.02%	0.01%	Age	% Retiring				
16	1.00%	30	4.00%	6.00%	35	0.02%	0.01%	Male	Female	65	58.0%	56.0%	
17	1.00%	31	3.50%	5.25%	36	0.02%	0.01%	45	1.0%	1.0%	66	58.0%	56.0%
18	1.00%	32	3.10%	4.65%	37	0.02%	0.02%	46	1.0%	1.0%	67	25.0%	27.0%
19	1.00%	33	2.90%	4.35%	38	0.03%	0.02%	47	1.0%	1.0%	68	25.0%	27.0%
20	1.00%	34	2.80%	4.20%	39	0.03%	0.03%	48	1.0%	1.0%	69	25.0%	27.0%
21	1.00%	35	2.80%	4.20%	40	0.04%	0.04%	49	1.0%	1.0%	70	100.0%	100.0%
22	1.00%	36	2.80%	4.20%	41	0.04%	0.05%	50	1.0%	1.0%	Rx	999	999
23	1.00%	37	2.80%	4.20%	42	0.05%	0.05%	51	1.0%	1.0%	anchor	65	65
24	1.00%	38	2.80%	4.20%	43	0.06%	0.05%	52	1.5%	1.0%	Age and Service Post 7/1/11		
25	1.00%	39	2.80%	4.20%	44	0.07%	0.06%	53	2.0%	1.0%			
26	1.00%	40	2.80%	4.20%	45	0.07%	0.06%	54	2.0%	2.0%	Age and Service Post 7/1/11		
27	1.00%	41	2.80%	4.20%	46	0.08%	0.07%	55	3.0%	5.0%			
28	1.00%	42	2.80%	4.20%	47	0.10%	0.08%	56	7.0%	8.0%	Age and Service Post 7/1/11		
29	1.00%	43	2.80%	4.20%	48	0.11%	0.09%	57	11.0%	11.0%			
30	1.00%	44	2.80%	4.20%	49	0.14%	0.10%	58	15.0%	14.0%	Age and Service Post 7/1/11		
31	1.00%	45	2.80%	4.20%	50	0.17%	0.11%	59	19.0%	17.0%			
32	1.00%	46	2.70%	4.05%	51	0.21%	0.14%	Rx	2561	2562	Age and Service Post 7/1/11		
33	1.00%	47	2.60%	3.90%	52	0.25%	0.17%	anchor	45	45			
34	1.00%	48	2.50%	3.75%	53	0.29%	0.23%	Age and Service Post 7/1/11					
35	1.00%	49	2.30%	3.45%	54	0.33%	0.29%						
36	1.00%	50	2.20%	3.30%	55	0.38%	0.35%	Age and Service Post 7/1/11					
37	1.00%	51	2.10%	3.15%	56	0.42%	0.39%						
38	1.00%	52	2.00%	3.00%	57	0.47%	0.41%	Age and Service Post 7/1/11					
39	1.00%	53	2.00%	3.00%	58	0.52%	0.44%						
40	1.00%	54	2.00%	3.00%	59	0.56%	0.45%	Age and Service Post 7/1/11					
Ref	663	Wx	256	256	60	0.94%	0.00%						
		Wx Mult	100.0%	150.0%	Hx	2	66	Age and Service Post 7/1/11					
					Mult	25%	75%						
					Ordinary		67%	Age and Service Post 7/1/11					
					Accidental		33%						
								Rx	2558	2559			
								anchor	60	60			

POLICE PROPOSED RATES

Service Based Salary Scale		Select Withdrawal			Disability Rates		
% Merit Increases in Salaries Next Year		Less than 5 Years of Service			% Becoming Disabled		
Service Index	Rate	Service Index	Male	Female	Age	Male	Female
1	22.00%	1	25.00%	30.00%	20	0.06%	0.06%
2	15.00%	2	15.00%	20.00%	21	0.06%	0.06%
3	7.00%	3	10.00%	13.00%	22	0.06%	0.06%
4	5.00%	4	7.00%	11.50%	23	0.06%	0.06%
5	3.75%	5	5.00%	10.00%	24	0.06%	0.06%
6	2.50%	Sw	16	1008	25	0.06%	0.06%
7	2.00%	Ultimate Withdrawal			26	0.06%	0.06%
8	1.50%	5 or more Years of Service			27	0.06%	0.06%
9	1.00%	Age	Male	Female	28	0.06%	0.06%
10	1.00%	25	5.88%	5.88%	29	0.06%	0.06%
11	1.00%	26	5.67%	5.67%	30	0.06%	0.06%
12	1.00%	27	5.47%	5.47%	31	0.07%	0.07%
13	1.00%	28	5.28%	5.28%	32	0.09%	0.09%
14	1.00%	29	5.10%	5.10%	33	0.10%	0.10%
15	1.00%	30	4.93%	4.93%	34	0.13%	0.13%
16	1.00%	31	4.75%	4.75%	35	0.14%	0.14%
17	1.00%	32	4.58%	4.58%	36	0.18%	0.18%
18	1.00%	33	4.42%	4.42%	37	0.20%	0.20%
19	1.00%	34	4.27%	4.27%	38	0.23%	0.23%
20	1.00%	35	4.13%	4.13%	39	0.27%	0.27%
21	1.00%	36	3.98%	3.98%	40	0.31%	0.31%
22	1.00%	37	3.84%	3.84%	41	0.35%	0.35%
23	1.00%	38	3.70%	3.70%	42	0.40%	0.40%
24	1.00%	39	3.57%	3.57%	43	0.45%	0.45%
25	1.00%	40	3.45%	3.45%	44	0.50%	0.50%
26	1.00%	41	3.31%	3.31%	45	0.56%	0.56%
27	1.00%	42	3.18%	3.18%	46	0.62%	0.62%
28	1.00%	43	3.06%	3.06%	47	0.68%	0.68%
29	1.00%	44	2.94%	2.94%	48	0.75%	0.75%
30	1.00%	45	2.83%	2.83%	49	0.82%	0.82%
31	1.00%	46	2.73%	2.73%	50	0.90%	0.90%
32	1.00%	47	2.64%	2.64%	51	0.98%	0.98%
33	1.00%	48	2.56%	2.56%	52	1.06%	1.06%
34	1.00%	49	2.48%	2.48%	53	1.14%	1.14%
35	1.00%	50	2.40%	2.40%	54	1.24%	1.24%
36	1.00%	51	2.31%	2.31%	55	1.34%	1.34%
37	1.00%	52	2.22%	2.22%	56	1.43%	1.43%
38	1.00%	53	2.13%	2.13%	57	1.54%	1.54%
39	1.00%	54	2.05%	2.05%	58	1.65%	1.65%
40	1.00%				59	1.76%	1.76%
Ref	665	Wx	40	40	60	0.00%	0.00%
		Wx Mult	50.0%	50.0%	Hx	35	35
					Mult	80%	80%
					Ordinary 50%		
					Accidental 50%		

FIRE PROPOSED RATES

Service Based Salary Scale		Select Withdrawal			Disability Rates		
% Merit Increases in Salaries Next Year		Less than 5 Years of Service			% Becoming Disabled		
Service Index	Rate	Service Index	Male	Female	Age	Male	Female
1	22.00%	1	7.75%	7.75%	20	0.08%	0.08%
2	15.00%	2	4.50%	4.50%	21	0.09%	0.09%
3	7.00%	3	3.00%	3.00%	22	0.10%	0.10%
4	5.00%	4	2.75%	2.75%	23	0.11%	0.11%
5	3.75%	5	2.25%	2.25%	24	0.11%	0.11%
6	2.50%	Sw	1007	1007	25	0.12%	0.12%
7	2.00%	Ultimate Withdrawal			26	0.13%	0.13%
8	1.50%	5 or more Years of Service			27	0.13%	0.13%
9	1.00%	Age	Male	Female	28	0.14%	0.14%
10	1.00%	25	1.25%	1.25%	29	0.14%	0.14%
11	1.00%	26	1.25%	1.25%	30	0.15%	0.15%
12	1.00%	27	1.25%	1.25%	31	0.15%	0.15%
13	1.00%	28	1.25%	1.25%	32	0.16%	0.16%
14	1.00%	29	1.25%	1.25%	33	0.16%	0.16%
15	1.00%	30	1.25%	1.25%	34	0.17%	0.17%
16	1.00%	31	1.25%	1.25%	35	0.18%	0.18%
17	1.00%	32	1.25%	1.25%	36	0.19%	0.19%
18	1.00%	33	1.25%	1.25%	37	0.20%	0.20%
19	1.00%	34	1.25%	1.25%	38	0.21%	0.21%
20	1.00%	35	1.25%	1.25%	39	0.23%	0.23%
21	1.00%	36	1.25%	1.25%	40	0.25%	0.25%
22	1.00%	37	1.25%	1.25%	41	0.27%	0.27%
23	1.00%	38	1.25%	1.25%	42	0.29%	0.29%
24	1.00%	39	1.25%	1.25%	43	0.31%	0.31%
25	1.00%	40	1.25%	1.25%	44	0.34%	0.34%
26	1.00%	41	1.25%	1.25%	45	0.36%	0.36%
27	1.00%	42	1.25%	1.25%	46	0.39%	0.39%
28	1.00%	43	1.25%	1.25%	47	0.42%	0.42%
29	1.00%	44	1.25%	1.25%	48	0.46%	0.46%
30	1.00%	45	1.25%	1.25%	49	0.49%	0.49%
31	1.00%	46	1.25%	1.25%	50	0.53%	0.53%
32	1.00%	47	1.25%	1.25%	51	0.57%	0.57%
33	1.00%	48	1.25%	1.25%	52	0.62%	0.62%
34	1.00%	49	1.25%	1.25%	53	0.67%	0.67%
35	1.00%	50	1.25%	1.25%	54	0.73%	0.73%
36	1.00%	51	1.25%	1.25%	55	0.80%	0.80%
37	1.00%	52	1.25%	1.25%	56	0.89%	0.89%
38	1.00%	53	1.25%	1.25%	57	0.98%	0.98%
39	1.00%	54	1.25%	1.25%	58	1.09%	1.09%
40	1.00%				59	1.21%	1.21%
Ref	665	Wx	151	151	60	1.35%	1.35%
		Wx Mult	125.0%	125.0%	Hx	3	3
					Mult	70%	70%
					Ordinary 50%		
					Accidental 50%		

(Applying to Eligible Members)

J-6

HEALTHY MORTALITY PROPOSED RATES*

Age	% Dying Next Year		Age	% Dying Next Year	
	Male	Female		Male	Female
50	0.3951%	0.2688%	81	5.1604%	4.0455%
51	0.4293%	0.2847%	82	5.7578%	4.5262%
52	0.4648%	0.3025%	83	6.4305%	5.0733%
53	0.4984%	0.3224%	84	7.1892%	5.6928%
54	0.5324%	0.3445%	85	8.0389%	6.3897%
55	0.5676%	0.3687%	86	8.9890%	7.1728%
56	0.6043%	0.3954%	87	10.0511%	8.0465%
57	0.6430%	0.4245%	88	11.2315%	9.0167%
58	0.6836%	0.4566%	89	12.5394%	10.0861%
59	0.7266%	0.4922%	90	13.9905%	11.2708%
60	0.7729%	0.5314%	91	15.5215%	12.5533%
61	0.8232%	0.5752%	92	17.0957%	13.9159%
62	0.8784%	0.6240%	93	18.6882%	15.3473%
63	0.9408%	0.6784%	94	20.2903%	16.8334%
64	1.0112%	0.7395%	95	21.8937%	18.3814%
65	1.0912%	0.8081%	96	23.6917%	20.0841%
66	1.1825%	0.8856%	97	25.5391%	21.8631%
67	1.2856%	0.9727%	98	27.4496%	23.7173%
68	1.4028%	1.0707%	99	29.4224%	25.6439%
69	1.5362%	1.1800%	100	31.4356%	27.6222%
70	1.6862%	1.3018%	101	33.4720%	29.6405%
71	1.8542%	1.4367%	102	35.4865%	31.6762%
72	2.0428%	1.5861%	103	37.4840%	33.7151%
73	2.2537%	1.7512%	104	39.4352%	35.7256%
74	2.4890%	1.9350%	105	41.3091%	37.7120%
75	2.7511%	2.1400%	106	43.1302%	39.6516%
76	3.0455%	2.3683%	107	44.8460%	41.5097%
77	3.3750%	2.6261%	108	46.4784%	43.3020%
78	3.7454%	2.9171%	109	48.0281%	45.0018%
79	4.1619%	3.2463%	110	100.0000%	100.0000%
80	4.6325%	3.6195%	Ref	#2135sb0x1	#2136sb0x1

* Applicable to calendar year 2015. Rates in future years are determined by the above rates and the MP-2015 projection scale. The rates shown are the base table rates prior to using a scaling factor adjustment for each member classification. See page G-3 for adjustment rates.

DISABLED MORTALITY PROPOSED RATES*

Age	% Dying Next Year		Age	% Dying Next Year	
	Male	Female		Male	Female
50	1.9828%	1.1566%	81	8.5562%	6.8924%
51	2.0583%	1.2199%	82	9.2430%	7.4840%
52	2.1342%	1.2841%	83	9.9996%	8.1245%
53	2.1957%	1.3489%	84	10.8357%	8.8135%
54	2.2541%	1.4129%	85	11.7531%	9.5490%
55	2.3131%	1.4740%	86	12.7593%	10.3352%
56	2.3733%	1.5330%	87	13.8640%	11.1690%
57	2.4375%	1.5878%	88	15.0693%	12.0507%
58	2.5039%	1.6399%	89	16.3802%	12.9755%
59	2.5730%	1.6904%	90	17.8093%	13.9564%
60	2.6462%	1.7402%	91	19.2287%	15.0354%
61	2.7241%	1.7935%	92	20.6368%	16.2007%
62	2.8087%	1.8523%	93	22.0287%	17.4429%
63	2.9056%	1.9201%	94	23.4054%	18.7446%
64	3.0144%	2.0001%	95	24.7596%	20.1110%
65	3.1394%	2.0946%	96	26.3034%	21.6369%
66	3.2828%	2.2063%	97	27.8638%	23.2306%
67	3.4435%	2.3366%	98	29.4526%	24.8881%
68	3.6253%	2.4876%	99	31.0717%	26.6067%
69	3.8305%	2.6593%	100	32.7099%	28.3698%
70	4.0570%	2.8532%	101	34.3741%	30.1760%
71	4.3065%	3.0699%	102	36.0579%	32.0194%
72	4.5814%	3.3105%	103	37.7841%	33.8973%
73	4.8823%	3.5764%	104	39.5397%	35.7899%
74	5.2106%	3.8709%	105	41.3091%	37.7120%
75	5.5673%	4.1950%	106	43.1302%	39.6516%
76	5.9590%	4.5498%	107	44.8460%	41.5097%
77	6.3866%	4.9408%	108	46.4784%	43.3020%
78	6.8553%	5.3684%	109	48.0281%	45.0018%
79	7.3690%	5.8345%	110	100.0000%	100.0000%
80	7.9361%	6.3403%	Ref	#2137sb0x1	#2138sb0x1

* Applicable to calendar year 2015. Rates in future years are determined by the above rates and the MP-2015 projection scale. The rates shown are the base table rates prior to using a scaling factor adjustment for each member classification. See page G-3 for adjustment rates.

PRE-RETIREMENT MORTALITY PROPOSED RATES*

Age	% Dying Next Year		Age	% Dying Next Year	
	Male	Female		Male	Female
50	0.1639%	0.1070%	81	4.5453%	2.2558%
51	0.1832%	0.1181%	82	5.1958%	2.7418%
52	0.2045%	0.1301%	83	5.9648%	3.3640%
53	0.2263%	0.1428%	84	6.8488%	4.1162%
54	0.2499%	0.1564%	85	7.8388%	4.9900%
55	0.2760%	0.1703%	86	8.9292%	5.9794%
56	0.3051%	0.1850%	87	10.1153%	7.0730%
57	0.3382%	0.2001%	88	11.3868%	8.2603%
58	0.3757%	0.2159%	89	12.7344%	9.5256%
59	0.4181%	0.2324%	90	14.1543%	10.8653%
60	0.4663%	0.2500%	91	15.6293%	12.2743%
61	0.5207%	0.2692%	92	17.1512%	13.7409%
62	0.5821%	0.2903%	93	18.7082%	15.2553%
63	0.6519%	0.3141%	94	20.2937%	16.8011%
64	0.7307%	0.3409%	95	21.8937%	18.3814%
65	0.8201%	0.3711%	96	23.6917%	20.0841%
66	0.9105%	0.4130%	97	25.5391%	21.8631%
67	1.0113%	0.4599%	98	27.4496%	23.7173%
68	1.1244%	0.5130%	99	29.4224%	25.6439%
69	1.2514%	0.5722%	100	31.4356%	27.6222%
70	1.3931%	0.6382%	101	33.4720%	29.6405%
71	1.5507%	0.7118%	102	35.4865%	31.6762%
72	1.7266%	0.7937%	103	37.4840%	33.7151%
73	1.9220%	0.8848%	104	39.4352%	35.7256%
74	2.1386%	0.9866%	105	41.3091%	37.7120%
75	2.3781%	1.1006%	106	43.1302%	39.6516%
76	2.6439%	1.2276%	107	44.8460%	41.5097%
77	2.9376%	1.3705%	108	46.4784%	43.3020%
78	3.2627%	1.5304%	109	48.0281%	45.0018%
79	3.6219%	1.7094%	110	100.0000%	100.0000%
80	4.0202%	1.9092%	Ref	#2133sb0x1	#2134sb0x1

* Applicable to calendar year 2015. Rates in future years are determined by the above rates and the MP-2015 projection scale. The rates shown are the base table rates prior to using a scaling factor adjustment for each member classification. See page G-3 for adjustment rates.

SECTION K
GLOSSARY

GLOSSARY

The following glossary is intended to provide definitions of a number of terms which are used throughout this report and which are somewhat unique to the discussion of an Experience Study.

Actuarial Decrement. The actual number of decrements which occurred during the study. This number is a straight tabulation of the actual number of occurrences of the particular decrement in question. Normally, the actual number of decrements will be subdivided by age and possibly sex.

Aggregate Assumptions. Assumptions which vary only by sex and/or age. The impact of year of service on the decrement is ignored. All experience is combined by age and/or sex without regard to service. Rates of death and disablement are more appropriate to aggregate measurement in a retirement system.

Crude Rate of Decrement. The rate of decrement determined by dividing the actual number of the respective decrement for that age and sex by the corresponding exposure for that age and sex. The rate is described as a crude rate because no smoothing or elimination of statistical fluctuations has been made. It is indicative of the underlying true rate of the decrement and is the basis used in graduation to obtain the graduated or tabular rate.

Decrements. The decrements are the means by which a member ceases to be a member. For active members, the decrements are death, withdrawal, service retirement, and disability retirement. For retired members, the only decrement is death. The purpose of the Experience Study is to determine the underlying rates of each decrement.

Expected Decrement. This is the number of occurrences of a given decrement expected to occur for a given age and sex based on the number of lives exposed to the risk of the particular decrement and the current assumed rate for that decrement. It may also be referred to as the tabular number of decrements. It is the number of deaths, withdrawals, retirements, or disabilities (whichever is applicable) that would have actually occurred had the actuarial assumptions been exactly realized.

GLOSSARY

Exposure. The number of lives exposed to a given risk of decrement for a particular age and sex. It represents the number of members who could have potentially died, retired, become disabled, or withdrawn at that particular age and for that particular sex. This term will also be described as “the number exposed to a given risk.”

Graduated Rates. Graduation is the mathematical process by which a set of crude rates of a particular type is translated into graduated or tabular rates. The graduation process attempts to smooth out statistical fluctuations and to arrive at a set of rates that adequately fit the underlying actual experience of the crude rates that are being graduated. The graduation process involves smoothing the results, but at the same time trying to fit the results to be consistent with the original data. It requires that the actuary exercise his or her judgment in what the underlying shape of the risk curve should look like.

Interpolated Rates. For the active rates of decrement (death, disability, retirement, and withdrawal), the actuary will develop graduated rates based on quinquennial age groupings (see definition). To arrive at the rates of decrement for ages between two quinquennial ages, the graduated quinquennial rates must be interpolated for these intermediate ages. The interpolated results are arrived at by applying a mathematical interpolation formula to the quinquennial graduated rates.

Merit and Seniority Pay Increase Rate. The portion of the total salary scale which varies by service. It reflects the impact of moving up the salary grid in a given year, rather than the increase in the overall grid. It includes the salary increase associated with promotions during the year.

Quinquennial Age Groupings. For the active decrements, it is preferable to group the experience in five-year age groups for graduation and analysis purposes so as to minimize statistical fluctuations resulting from a lack of exposure which may occur for individual ages. Quinquennial age grouping is the five-year age grouping which is used to develop the graduated rates of decrement for active membership. The quinquennial age is the central age of the five-year grouping.

GLOSSARY

Tabular Rates. The tabular rate of decrement or salary increase is the rate determined by the graduation and interpolation process. It is the expected rate of change as opposed to the crude rate of change. It is deemed to be the underlying rate applicable to the decrement or to the rate of salary increase. In the first phase of the study, the actual results are compared to the expected results based on the tabular rates developed by the previous study. The second phase of the study determines the new tabular rates based on the crude rates. The final phase of the study compares the actual decrement to the expected decrement based on the new tabular rates.

Wage Inflation. The general rate of increase in salaries during a year. It is the component of the total salary scale which is independent of age or service. It consists of two components: inflation and productivity increases. It may be viewed as the ultimate rate of increase if there are no more step-rate/promotional increases applicable.



Gabriel Roeder Smith & Company
Consultants & Actuaries

One Towne Square
Suite 800
Southfield, MI 48076-3723

248.799.9000 phone
248.799.9020 fax
www.gabrielroeder.com

March 11, 2016

Mr. Jack Dianis
Director of Finance
New Hampshire Retirement System
54 Regional Drive
Concord, New Hampshire 03301

Dear Jack:

Enclosed please find 30 copies of the report of the July 1, 2010 - June 30, 2015 experience study for the New Hampshire Retirement System.

Respectfully submitted,

A handwritten signature in cursive script that reads "David T. Kausch".

David T. Kausch, F.S.A., E.A., M.A.A.A.

DTK:mrh
Enclosures

213-2019-CV-00069

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

EXHIBIT 2

AGREEMENT BETWEEN
THE CONTOOCCOOK VALLEY EDUCATION ASSOCIATION, NEA-NH
AND
THE CONTOOCCOOK VALLEY SCHOOL BOARD
JULY 1, 2018 – JUNE 30, 2019

SECTION A.....	1
GENERAL	1
Article 1 - Recognition	1
Article 2 - Negotiations Process	3
Article 3 - Grievance Procedure	4
Article 4 - Peaceful Resolution of Disputes	7
Article 5 - Management Rights	7
Article 6 - Leaves of Absence	7
Article 7 – Benefits.....	12
Article 8 - Co-curriculars and Athletics	19
Article 9 - Pay and Deductions.....	20
Article 10 - Discipline	21
Article 11 - Employee Rights	22
Article 12 - Miscellaneous Provisions.....	24
Article 13 - Duration of Agreement	25
Article 14 - Reductions in Force.....	25
SECTION B.....	28
TEACHERS	28
Article 1 – Definitions.....	28
Article 2 - Terms of Employment.....	28
Article 3 - Leaves of Absence	29
Article 4 – Benefits.....	30
Article 5 – Salaries	30
Article 6 – Evaluations	33
Article 7 - Transfers of Teachers	33
Article 8 – Miscellaneous.....	34
SECTION C.....	35
PARAPROFESSIONALS.....	35
Article 1 - Definitions.....	35
Article 2 - Terms of Employment.....	35
Article 3 - Leaves of Absence	36
Article 4 - Benefits	36
Article 5 – Wages	36
Article 6 – Evaluations	38
Article 7 – Transfers	39
SECTION D.....	40
SPECIAL SERVICE PROFESSIONALS	40
Article 1 - Definitions.....	40
Article 2 - Terms of Employment.....	40
Article 3 - Leaves of Absence	42
Article 4 – Benefits.....	42
Article 5 – Salaries	42
Article 6 – Evaluations	46
Article 7 - Transfers of SSPs.....	46
Article 8 Miscellaneous	47

SECTION A

GENERAL

Article 1 - Recognition

1.1. Definition of Bargaining Unit

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

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

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

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

1.2. Exclusive Representative

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

1.3. Definitions

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

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

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

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

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

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

1.3.7. Seniority as used in this Agreement is defined as the total years of uninterrupted service to the District as a member of the bargaining unit. Approved leaves of absence shall not result in loss of accrued seniority, nor shall the leave of absence time count toward accruing seniority. A teacher who accepts a position as an administrator or other support staff position within the Conval School District will retain any seniority accrued as a teacher in the event that he/she subsequently returns to a teaching position within the CVEA bargaining unit. Part time employees shall accrue seniority on a pro-rata basis. Seniority as used in this Agreement shall be computed by referring to the date and time if necessary that the employee's signed and dated first continuing contract was received by the Superintendent's Office. Seniority as a paraprofessional will not count towards seniority as a teacher or SSP. Seniority as a teacher or SSP will not count towards seniority as a paraprofessional. Seniority as an SSP will not count towards seniority as a teacher. Seniority as a teacher will not count towards seniority as an SSP. Seniority lists will be updated annually and a copy made available to any bargaining unit member upon request.

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

Article 2 - Negotiations Process

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

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

2.2 If by 90 days prior to the budget submission date, the parties fail to reach agreement on any matters which are the subject of negotiation; either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association (AAA), or by mutual agreement, the Public Employee Labor Relations Board (PELRB) to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The AAA or PELRB will, upon receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties or their representative, or both,

forthwith, either jointly or separately, and will take such other steps as she/he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The cost for the services of the mediator, including, if any, per diem expenses, will be shared equally by the Board and the Association.

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

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

Article 3 - Grievance Procedure

3.1 Definition

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

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

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

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

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

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

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

3.2 Procedure.

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

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

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

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

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

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

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

3.2.7 Level 5: If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and she/he wishes a review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise in writing the Board through the Superintendent within twenty-five (25) days of receipt of the Board's decision.

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

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

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

3.3 Rights of Bargaining Unit Member to Representation

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

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

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

Article 4 - Peaceful Resolution of Disputes

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

Article 5 - Management Rights

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

Article 6 - Leaves of Absence

6.1 Paid Leave

6.1.1 Sick and Personal Leave Days

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

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

If the bargaining unit member is absent because of personal illness or injury, or caring for their ill or injured spouse, children or parents, for four (4) or more work days, he/she must submit a District approved medical certificate to the Human Resources department. Bargaining unit members who are going to be absent due to illness or injury must notify their principal or supervisor as soon as is practical, and must enter their absence (properly coded) in the District's online time system. Of the days allowed for sick and personal leave, three (3) days of sick/personal leave may be used for undisclosed

personal reasons provided that the bargaining unit member obtains the approval of his/her principal or supervisor. Whenever possible, the bargaining unit member should seek such approval at least five (5) days in advance. A principal may withhold permission only if, in his/her opinion, granting such permission would be detrimental to the functioning of the school. No undisclosed personal days may be taken on workshop or training days, during the first or last five school days, or contiguous with school vacation periods or student holidays. No days may accumulate from year to year as undisclosed personal days. Unused personal days may be accumulated as sick days.

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

6.1.2 Emergency Day

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

6.1.3 Bereavement Leave

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

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

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

6.1.4 Leave for CVEA President

A total of six (6) one-half days or three (3) full days of paid leave each school year will be available to the President of the Education Association or designee (or shared by Co-Presidents) to be used within the District for working with members of the bargaining unit who may have grievances as defined in Article 3 of this Agreement or other Association business. Additional days may be approved by the Superintendent, or designee, as paid or unpaid leave days.

6.1.5 Sabbatical Leave

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

6.2 Unpaid Leave

6.2.1 Family and Medical Leave

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

6.2.2 Terminal Illness

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

6.2.3 Military Leave

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

A bargaining unit member required by official orders to attend National Guard, or other military reserve duty, during the school year, shall receive pay for such period

(not to exceed two (2) weeks) equal to his/her regular gross pay, less the amount he/she received from the military for said required temporary service. The bargaining unit member shall make reasonable attempts through his/her local unit commander, to request training that does not conflict with the work year.

6.2.4 Leave to Serve New Hampshire Education Association

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

6.2.5 Leave to Pursue Education

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

6.2.6 Personal Leave of Absence

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

6.3 General Provisions

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

- a. All requests for leave of absence shall be in writing, shall be acted upon in writing, and shall not be modified except in writing. Requests for leave of absence or extensions or renewals shall be granted at the sole discretion of the Board upon the recommendation of the Superintendent.
- b. A bargaining unit member requesting a leave of absence shall apply for said leave on or before February 1 of the year prior to the school year for which the leave is sought.
- c. The leave shall be without pay or benefits. Medical and Dental insurance may continue at the bargaining unit members' choice with the understanding that the employee will be responsible for the full premium cost.
- d. The granting of such leave shall in no way cause a loss of seniority/service accrued prior to said leave. However, no seniority/service shall accrue during the leave.

- e. The bargaining unit member shall notify the Board in writing on or before February 1 of his/her intent to return to the District at the beginning of the following school year. Failure of the employee to so notify the Board shall relieve the Board and the District of any further employment obligations with the employee.
- f. The employee may return to the District as a bargaining unit member if he/she has pursued the purpose or educational program for which the leave was granted.
- g. It is the intent of the Board to reinstate the bargaining unit member on leave of absence to his/her former position, following consultation with the Superintendent, if the former position still exists, and if in the opinion of the Superintendent and Board, it is in the educational interests of the District to do so. Further, it is the intent of the Board to reinstate the employee on leave to a position for which he/she is certified.
- h. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick/personal leave and accrued seniority, shall be restored to him/her upon his/her return, if legally permissible.

6.3.2 Negative Balances/Intermediate Sick Leave

If, in the case of a serious personal illness or injury from which the bargaining unit member is expected to recover and return to work, a bargaining unit member has completely exhausted his/her accrued sick/personal leave, may request to be paid at his/her normal per diem pay rate for up to thirty (30) additional work days (known as intermediate sick leave) or apply for an unpaid personal leave of absence.

A bargaining unit member requesting intermediate sick leave must sign a document authorizing the district to withhold her/his per diem pay rate as outlined below in this article, to reimburse the district for the intermediate sick leave used.

All intermediate sick leave will generate a negative sick/personal leave balance for the bargaining unit member. This negative balance will be reduced through payroll deductions when the bargaining unit member returns to work, by deducting the bargaining unit member's per diem pay rate at the time the intermediate sick leave was used, for one day each pay period until the balance is repaid. If the bargaining unit member has not repaid the intermediate sick leave by the end of the school year in which it was used, the bargaining unit member shall either reimburse the District for the balance by June 30, or shall have the balance deducted on July 1 from their accrual for the next school year. If there is still a remaining balance, it will be reduced through payroll deductions as described above.

Any bargaining unit member having a negative sick/personal leave balance of thirty (30) days or more, and being approved to be absent from work for personal or family illness or injury reasons, may take the time off only as unpaid time.

A bargaining unit member, upon ending employment, and having a negative sick/personal leave balance, shall reimburse the School District for the dollar amount equivalent to the negative balance and shall authorize the District to withhold said balance from final wages as a condition of being approved for intermediate sick leave.

Any bargaining unit member who was allowed to accrue a negative sick leave balance under the prior collective bargaining agreement, and still has a negative sick leave balance as of July 1, 2018, may elect to either have his/her sick/personal earned each year thereafter applied to that balance until the negative balance is reduced to zero, or to repay the balance through payroll deduction as described above.

6.3.3 Sick Leave for Retiring Bargaining Unit Members

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

*(Notification of intent to retire shall be made in writing to the Superintendent on or before October 1 of the calendar year preceding retirement. Example: If retirement is planned for July 1, 2016, notification must be made by October 1, 2014.)

6.3.4 Substitutes

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

Article 7 – Benefits

7.1 Eligibility

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

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

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

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

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

7.2 Medical Insurance

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

Effective July 1, 201, the District will contribute 88% of the premium for the ABSOS20/40 Rx10/20/45 plan and will reimburse participants \$10 per co-pay and up to \$750 per person (up to a maximum of \$2,250 per family) towards the deductible for that plan.

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

In the event that the plan identified above in 7.2.1 will result in the imposition of any related fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes (the excise tax on high cost Employer-sponsored health coverage), the District and the Association will promptly reopen negotiations for the purpose of agreeing on an alternative health plan and redistribution of any savings realized. In the event that the parties are unable to agree to an alternative plan prior to the deadline for the District to switch plans for the next school year, the health insurance plan in place at the time will be continued and any fees, fines, taxes or penalties shall be borne equally by employees and the District. Each employee will pay fifty percent (50%) of the fee, fine, tax or penalty attributable to his/her insurance plan through payroll deductions.

7.2.4 Benefits for Married Couples

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

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

7.2.5 Health Insurance Buyback

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

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

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

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

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

7.3 Dental Insurance

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

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

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

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

7.4 Life Insurance

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

7.5 Disability Insurance

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

Benefits will be as follows:

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

Coverage will start after 90 consecutive calendar days of disability.

7.6 Health Care Reimbursement Plan

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

7.7 Dependent Care Reimbursement Plan

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

7.8 Survivor's Benefits

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

7.9 Recertification Reimbursement

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

7.10 Retirement

7.10.1 Retirement Buy Back Plan

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

Total years of employment with the District:

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

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

intent to retire may be withdrawn if written notice is received by the Superintendent's office on or before December 1 of the fiscal year preceding the retirement.

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

7.10.2 Early Retirement Stipend

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

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

paraprofessional whose application was received first will be selected. Other applicants may be selected at the discretion on the Board.

- i. At its discretion, the Board may offer additional early retirement incentives to any bargaining unit member, provided that the terms of such early retirement incentives are disclosed in writing to the CVEA President.

7.11 Tuition and Staff Development Reimbursement

7.11.1 Tuition Reimbursement Fund

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

7.11.2 Professional Development Fund

The District shall budget an amount each year for Professional Development Funds for employees. The amount budgeted for the 2018-2019 school year shall equal \$235 times the number of full time equivalents (FTE) as of February 1. This amount shall increase by \$5 in each of the subsequent years.

7.11.3 Procedures

- a. Approval for course tuition and professional development reimbursement must be obtained from the Professional Development Committee. The granting of a request for funds shall be in accordance with the provisions of the Professional Development Master Agreement and with written goals developed by each school or department at the beginning of each school year.
- b. Tuition reimbursement and professional development funds shall be available only to bargaining unit members whose proposals have been approved by the Professional Development Committee.

- c. Funds may be shifted between the tuition reimbursement account and the professional development account at the discretion of the Professional Development Committee.
- d. Administrative costs, such as clerical costs, and substitute fees, shall not be paid from either the tuition reimbursement fund or the Professional development fund.
- e. Funds will be distributed according to the then current Professional Development Master Plan on file with the State of New Hampshire.

7.11.4 Substitute Fund

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

7.12 Enrollment of Children in Conval

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

7.13.1 Mileage Allowance

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

Article 8 - Co-curriculars and Athletics

8.1 Compensation

Remuneration for employees for approved interscholastic, non-interscholastic coaching positions and co-curricular activities will be based upon the schedule set out in Appendix E. Co-curricular stipends shall be increased by 3% effective July 1, 2018.

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

8.2 Establishing Positions

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

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

Article 9 - Pay and Deductions

9.1 Pay Periods

9.1.1 Salaried Bargaining Unit Members

Salaried bargaining unit members may elect to be paid in either twenty-one (21) or twenty-six (26) equal payments. There will be a supplementary regular check issued in the first pay period in December and in the first pay period in March for bargaining unit members choosing to receive twenty-six (26) payments.

9.1.2 Hourly Bargaining Unit Members

Subject to approval of the NH Department of Labor, hourly bargaining members may elect to be paid in 21 equal payments plus two additional reconciliation payments, one in the last payroll of December and one in the last pay period of June. In order to elect equal payments, the employee must agree to reimburse the District if the employee leaves employment for any reason prior to the end of a school year and has been overpaid.

9.2 Association Dues

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

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

9.2.3 The CVEA will certify to the Board, in writing, the current rate of its membership dues prior to October 1. The CVEA shall provide the SAU office with a

list of individuals requiring payroll deductions stating the member's name and the amount to be deducted.

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

Article 10 - Discipline

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

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

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

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

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

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

Article 11 - Employee Rights

11.1 No Discrimination or Reprisals

There shall be no discrimination nor any reprisals by either the Board or the Association against any bargaining unit members by reason of his/her membership or lack of membership in the Association or participation or lack of participation in its lawful activities, nor shall reprisals be taken against a bargaining unit member as a result of his/her participation in the negotiation, grievance or arbitration procedure provided by this Agreement.

11.2 Access to Information

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

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

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

11.3 Personnel Files

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

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

11.4 Distribution of Information

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

11.5 Annual Contracts/Statements of Employment

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

1. Current salary/wage
2. Date of employment

The following statement shall be included on the cover sheet:

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

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

11.6 School Calendar

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

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

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

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

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

11.7 Posting of Vacancies

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

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

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

11.8 Curriculum Involvement

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

Article 12 - Miscellaneous Provisions

12.1 If any provision of this Agreement or any application of the Agreement to any bargaining unit member or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any legislation affecting collective negotiations with Public Employees is enacted by the State Legislature or the Federal Government and contains permissive aspects affecting the relationships between bargaining unit members and Board, the provisions of this Agreement shall prevail rather than the legislation.

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

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

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

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

The parties may also agree to provide notice by email.

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

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

Article 13 - Duration of Agreement

13.1 Except as otherwise provided in this Article 13, this Agreement shall become effective as of July 1, 2018 and shall continue in effect until June 30, 2019.

13.2 This Agreement shall not be modified orally. Any alterations of this Agreement shall be by mutual agreement in writing signed by the parties hereto, and unless such alterations are agreed upon, this contract shall expire on June 30, 2019.

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

13.4 The parties agree that all provisions of this Agreement shall begin on July 1, 2018.

Article 14 - Reductions in Force

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

14.2 As soon as a reduction in force is being considered by the Board, the President of the Association shall be notified in writing. Once the specific nature of the proposed

reduction and the positions and number of positions to be affected are known, the President of the Association shall be notified in writing.

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

- a. The positions, locations and number of positions to be affected shall be identified by the School Board.
- b. Before any employee is laid off due to a reduction in force, the Superintendent will first determine whether any employees in the affected classifications will be non-renewed.
- c. Before any employee is laid off due to a reduction in force, the Superintendent will first determine whether the reduction can be accomplished through resignation or retirement.
- d. If further reductions in force are necessary, the Superintendent shall identify the employee(s) to be laid off using the criteria in 14.4.

14.4 Selection Criteria

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

For Teachers:

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

For Paraprofessionals:

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

For SSPs:

- a. By area of specialization/licensure

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

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

14.4.3 Once the affected employee(s) have been identified, if necessary, Administration will reassign the remaining employees in the classification in accordance with the procedures identified in Article 7 of Sections B, C or D as applicable.

14.5 Recall Procedures. Employees shall be recalled in reverse order of layoff for an open position within the same classification/certification area which the layoff occurred except that any employee selected for lay off based on the criteria in 14.4.2 (b) or (c) above shall not be eligible for recall.

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

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

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

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

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

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

SECTION B

TEACHERS

Article 1 – Definitions

Article 2 - Terms of Employment

2.1 Contract and Work Assignment

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

2.2 Non-renewal

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

2.3 Work Year

The work year for all returning teachers shall be a maximum of 187 days, between August 25 and June 30, which may include a minimum of seven (7) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Superintendent or designee. New teachers may be required to work one (1) additional orientation day.

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

2.4 Work Day

2.4.1 The Association and the District recognize that they have a joint responsibility to promote educational improvement and to provide the best possible opportunity to each and every student. Except as otherwise provided in this paragraph, the regularly scheduled work day for teachers is seven (7) hours and fifteen (15) minutes and may include up to six (6) hours and forty-five (45) minutes of instructional time. It is understood each school shall have a standard start and end time for teachers as established by the building administration. The professional responsibilities of the teacher may require him or her to perform certain obligations for the benefit of students, parents, and the school beyond the regularly scheduled work day. These include, but are not limited to, attending faculty meetings, departmental meetings, meetings regarding individual students, open houses, performing and visual arts events, academic presentations, awards nights, or serving on building or district committees. While all teachers are expected to meet these obligations within, as reasonable extensions of, or outside the normal workday, it is understood that the professional responsibilities will not be so frequent in number or duration as to be considered part of the normal workday. Evening responsibilities, exclusive of stipend assignments, shall not exceed five (5) a year. The District will not require additional time worked beyond the overall workday, its reasonable extensions or outside activities as noted in this paragraph. The impact of any extension of the instructional day will be negotiated in accordance with RSA 273-A.

2.4.2 It is understood that teachers may be offered schedules at staggered starting and ending times at the school to which they are assigned to facilitate student opportunities. Staggered schedules which alter the regularly scheduled work day of the teacher in a given school shall be voluntary. Employees who voluntarily accept staggered schedules shall not be required to exceed the regularly scheduled work day. The Association shall be notified of any plan to implement staggered schedules and there shall be no coercion against employees who do not voluntarily accept such assignments.

2.5 Lunch/Planning Period

The Board will make every effort to provide teachers with a duty-free lunch and an unencumbered duty-free planning period. If a teacher is required by administration to cover a class for another teacher, he/she will be paid \$30.

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

Article 3 - Leaves of Absence

3.1 Leave to Join Peace Corps, or Vista

A leave of absence, without pay or benefits, for a period not to exceed two (2) years may be granted to a teacher on continuing contract who joins the Peace Corps or Vista. A request for such a leave shall not be denied unreasonably. Upon return from

such leave, a teacher who while on leave served in a teaching capacity shall be assigned a salary at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

3.2 Professional Development Leave

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

Article 4 – Benefits

(Article left blank intentionally)

Article 5 – Salaries

5.1 Hiring Matrix

The hiring matrix for teachers for 2018-19 is set forth in Appendix A and reflects a 2% increase over the 2017-18 hiring matrix.

5.2 Initial Placement on Hiring Matrix

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

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

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

5.3 Salary Increases

5.3.1 No returning teacher shall have a salary less than the salary on the Hiring Matrix for newly hired teachers with the equivalent degree, credits and experience.

5.3.2 General Salary Increase

Effective July 1, 2018 returning teachers will be placed on the 2018-19 Hiring Matrix at the level shown in Appendix G which reflects an adjustment for their years of experience or an increase of 2%, whichever is greater. Any teacher who is placed on Pathways III prior to May 1, 2018 and remains on Pathways III on June 1, 2018 or receives a final written warning prior to May 1, 2018 shall not be eligible for any salary increase.

Merit Increase

Effective July 1, 2018 teachers shall receive in addition to the minimum increase above, a salary increase in the following amounts, based on their performance evaluation from the prior school year:

- Basic – 1.5%
- Proficient – 2.75%
- Distinguished – 3.5%

Outstanding Performance Award

(a) District shall establish a pool of \$90,000 for the purpose of rewarding outstanding performance or service to the District. Teachers who score “Proficient” or “Distinguished” on their performance evaluations, and teachers who have been employed for less than three (3) years and demonstrate outstanding performance, shall be eligible for the award. Such funds shall be distributed at the discretion of the Superintendent considering such factors as recommendations of administrators, educators and community members and accomplishment of goals as reflected in the individual’s professional evaluation goals. The Superintendent shall provide the CVEA with a written explanation of the criteria and process to be followed in awarding Outstanding Performance Awards by November 1, 2018. The Superintendent will provide the CVEA with a written accounting stating which employees will receive awards and the amount of each award by June 1, 2019. The award will be paid in the final payroll of that school year, provided the teacher completed the school year, and will be added to the teacher’s salary for the following school year.

(b) A minimum of 2/3 of the pool must be distributed in the form of Outstanding Performance Awards in each year and no individual award shall be greater than \$1,500.

5.3.3 Additional Graduate Course Work

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

5.3.4 Critical Shortage Stipend

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

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

5.4 Pay for Other Work

5.4.1 Curriculum Work

Curriculum work, performed during non-contract days, shall be compensated at the average hourly rate of the teachers and SSPs as established on July 1 of each year.

5.4.2 Department Head and Teacher in Charge

A department head will be paid a stipend of \$2,500 to \$4,500, depending on the department's size, duties, responsibilities, and amount of time impacted by being the department head. Determination of the exact pay for any particular department head shall not be done in an arbitrary or capricious manner.

Current department heads (as of the 2017-18 school year) shall be grandfathered at their current rate of pay. 2017-18 rate until the parties have agreed on a revised schedule of stipends. .

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

Article 6 – Evaluations

6.1 Evaluation of Teachers

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

Article 7 - Transfers of Teachers

7.1 Transfers for the Next School Year

If enrollment or staffing issues make it necessary to change grade level, subject matter or building assignments for the following school year, teachers in the affected buildings will be notified of the potential changes and will be given the opportunity to express their preferences. The Administration will give careful consideration to those preferences and will make changes on a voluntary basis whenever possible given the student or programmatic needs which necessitated the transfer. If changes cannot be accomplished on a voluntary basis, the Superintendent or designee may implement any involuntary transfer within the same building. If an involuntary transfer between schools is necessary, the Superintendent or designee will transfer the teacher in the building where a teacher is to be transferred out with the least District seniority and still qualified to fill the open position.

7.2 Transfers During the School Year

Whenever a transfer becomes necessary during the school year, the Superintendent or designee will attempt to accomplish the transfer on a voluntary basis whenever possible given the student or programmatic needs which necessitated the transfer. If the transfer cannot be accomplished on a voluntary basis, the Superintendent or designee may implement any involuntary transfer within the same building. If an involuntary transfer between schools is necessary, the Superintendent or designee will transfer the teacher in the building where a teacher is to be transferred out with the least District seniority and who can be transferred without adversely affecting students or programs.

7.3 Procedures for Transfers

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

7.3.2 A teacher who is being considered for an involuntarily transfer shall be notified, as soon as practicable, and shall be afforded the opportunity to meet with the

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

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

Article 8 – Miscellaneous

8.1 Academic Freedom

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

SECTION C

PARAPROFESSIONALS

Article 1 - Definitions

Article 2 - Terms of Employment

2.1 Statement of Employment and Work Assignment

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

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

2.2 Non-Renewal

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

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

For paraprofessionals who were employed by the District after August 25, 2005 but on or before August 25, 2013, these provisions will become effective on July 1, 2018. For all other paraprofessionals, these provisions will become effective upon completion of five (5) consecutive full school years of employment.

2.3 Work Year

The work year for all paraprofessionals shall be a maximum of 187 days, which may include up to seven (7) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Superintendent or designee. New paraprofessionals may be required to work three (3) additional orientation days.

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

2.4 Work Day

A 1.0 FTE paraprofessional works a minimum of 7.25 hour per day. The paraprofessionals' daily work schedule is set by the Building Administrator and starting times may vary depending on the needs of the school. Paraprofessionals assigned to the elementary schools may be scheduled for up to 7.5 hours per day.

2.5 Lunch

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

Article 3 - Leaves of Absence

3.1 Leave for Education/Training

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

Article 4 - Benefits

Article 5 – Wages

5.1 Hiring Matrix

The 2018-2019 hiring matrix for paraprofessionals is set forth in Appendix B, and reflects a 3% increase over the 2017-18 hiring matrix.

5.2 Initial Placement on Wage Schedule

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

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

5.3 Wage Increases

5.3.1

No returning paraprofessional shall have a wage less than the wage on the hiring matrix for a newly hired paraprofessional with the equivalent experience and credentials as delineated in Article 5.2.

5.3.2 General Wage Increase

Effective July 1, 2018 returning paraprofessionals will be placed on the 2018-19 Hiring Matrix at the level shown in Appendix G, which reflects a one-step increase or for those paraprofessionals on the top of their wage track a wage increase of 3.00% in her/his hourly rate. Any paraprofessional on a performance improvement plan, or who has received a final written warning in the past school year will not get any wage increase. Any paraprofessional being adjusted upward on the hiring matrix for equivalent experience and credentials to newly hired paraprofessionals, will receive the adjustment on the hiring matrix, or 3%, whichever is greater.

Outstanding Performance Award

(a) For 2018-19 the District shall establish a pool of \$15,000 for the purpose of rewarding outstanding performance or service to the District. Such funds shall be distributed at the discretion of the Superintendent considering such factors as recommendations of administrators, educators and community members and overall performance. The Superintendent shall provide the CVEA with a written explanation of the criteria and process to be followed in awarding Outstanding Performance Awards by November 1,

2018. Superintendent will provide the Association with a written accounting stating which employees will receive awards and the amount of each award by June 1, 2019. Outstanding Performance Awards will be paid in the final payroll of that school year provided the employee completed the school year.

(b) A minimum of 2/3 of the pool must be distributed in the form of Outstanding Performance Awards and no individual award shall be greater than \$1,000.

5.4 Additional Certification

Paraprofessionals who become certified shall have their hourly wage increased by 20%. Certified paraprofessionals who become highly skilled shall have their hourly wage adjusted by 5%.

5.4 Pay for Other Work

5.4.1 Curriculum Work

Curriculum work, performed during nonwork days, shall be compensated at a rate equal to the average hourly rate of the paraprofessional staff as established on July 1 of each year.

5.4.2 Overtime

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

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

Article 6 – Evaluations

6.1 Evaluation of Paraprofessionals

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

Article 7 – Transfers

7.1 Transfers for the Next School Year

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

7.2 Transfers During the School Year

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

7.3 Procedures for Transfers

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

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

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

SECTION D

SPECIAL SERVICE PROFESSIONALS

Article 1 - Definitions

Article 2 - Terms of Employment

2.1 Contract and Work Assignment

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

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

Work assignment will be stated on the contract.

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

2.2 Non-Renewal

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

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

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

2.3 Work Year

The work year for all returning SSPs shall be a maximum of 187 days, between August 25 and June 30, which may include a minimum of seven (7) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Director of Student Services. New SSP employees may be required to work one (1) additional orientation day.

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

2.4 Work Day

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

2.4.2 It is understood that SSPs may be offered schedules at staggered starting and ending times at the school to which they are assigned to facilitate student opportunities. Staggered schedules which alter the regularly scheduled work day of the SSP in a given

school shall be voluntary. SSPs who voluntarily accept staggered schedules shall not be required to exceed the regularly scheduled work day. The Association shall be notified of any plan to implement staggered schedules and there shall be no coercion against SSPs who do not voluntarily accept such assignments.

2.5 Lunch/Planning Period

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

Article 3 - Leaves of Absence

3.1 Leave to Volunteer

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

3.2 Professional Development Leave

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

Article 4 – Benefits

4.1 Liability Insurance

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

Article 5 – Salaries

5.1 Hiring Matrix

The hiring matrix for SSPs for 2018-19 is set forth in Appendix A and reflects a 2% increase over the 2017-18 hiring matrix.

5.2 Initial Placement on Hiring Matrix

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

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

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

5.3 Salary Increases

5.3.1

No returning special service professional shall have a salary less than the salary on the hiring matrix for newly hired special service professionals with the equivalent degree, credits, and experience.

5.3.2 General Salary Increase

Effective July 1, 2018, returning SSPs will be placed on the 2018-19 Hiring Matrix at the level shown in Appendix G which reflects an adjustment for their years of experience or an increase of 2.00%, whichever is greater. Any special service professional who is placed on Pathways III prior to May 1, 2018 and remains on Pathways III on June 1, 2018 or receives a final written warning prior to May 1, 2018 shall not be eligible for any salary increase.

Merit Increase

Effective July 1, 2018 special service professionals shall receive a salary increase in the following amounts, based on their performance evaluation from the prior school year:

- Basic – 1.5%
- Proficient – 2.75%
- Distinguished – 3.5%

Outstanding Performance Award

(a) For 2018-19 the District shall establish a pool of \$10,000 for the purpose of rewarding outstanding performance or service to the District. Special service professionals who score “proficient” or “distinguished” on their performance evaluations, and special service professionals who have been employed less than three (3) years and demonstrate outstanding performance, shall be eligible for the award. Such funds shall be distributed at the discretion of the Superintendent considering such factors as recommendations of administrators, educators and community members and accomplishment of goals as reflected in the individual’s professional evaluation goals. The Superintendent shall provide the CVEA with a written explanation of the criteria and process to be followed in awarding Outstanding Performance Awards by November 1, 2018. The Superintendent will provide the Association with a written accounting stating which employees will receive awards and the amount of each award by June 1, 2019. The award will be paid in the final payroll of that year, provided that the special service professional completed the school year, and will be added to the special service professional’s salary for the following school year.

(b) A minimum of 2/3 of the pool must be distributed in the form of Outstanding Performance Awards and no individual award shall be greater than \$1,500.

5.3.3 Additional Graduate Course Work

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

5.3.4 Any SSP who has earned and maintained his/her Certificate of Clinical Competency or equivalent in his/her discipline (as proposed by CVEA and approved annually by the Superintendent) or who maintains both a professional license and Department of Education Certification related to the position currently held, shall be paid a stipend of \$1,250 per year paid in a lump sum at the end of the contract year. The stipend will be prorated if the position is less than 1.0 FTE or if the SSP begins working or obtains a Certificate of Clinical Competency or Department of Education Certification after the start of the contract year. Such SSP shall also serve as a mentor for other SSPs working towards their Certificate of Clinical Competency or equivalent in his/her discipline as part of his/her job requirements when assigned by the Superintendent or

immediate supervisor. SSPs shall notify the Director of Human Resources annually of their eligibility for this stipend.

5.3.5 Critical Shortage Stipend

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

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

5.4 Pay for Other Work

5.4.1 Curriculum Work

Curriculum work assigned by the District, performed during non-contract days, shall be compensated at the average hourly rate of the teachers and SSPs, as established on July 1 of each year.

5.4.2 Direct Services Work

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

Article 6 – Evaluations

6.1 Evaluation of SSPs

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

Article 7 - Transfers of SSPs

7.1 Transfers for the Next School Year

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

7.2 Transfers During the School Year

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

7.3 Procedures for Transfers

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

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

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

Article 8 Miscellaneous


8.1 Academic Freedom


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

For the Conval School Board:

 6/19/2018
Myron Steere, Chair Date

For the Conval Education Association:

 June 20, 2018
Patrick Cogan, Co-President Date

 June 20, 2018
Linda Compton, Co-President Date

EXHIBIT**A**

2018-9	1.03				
Paraprofessional Hiring Schedule					
	Non-Certified		Certified		Highly Skilled
Step 1	11.20		13.96		14.66
Step 2	11.51		14.38		15.10
Step 3	11.83		14.77		15.51
Step 4	12.20		15.22		15.99
Step 5	12.39		15.67		16.45
Step 6	12.89		16.13		16.93
Step 7	13.39		16.62		17.45
Step 8	13.93		17.11		17.96
Step 9	14.42		17.62		18.51
Step 10	14.96		18.16		19.07
Step 11	15.47		18.69		19.63
Step 12	16.01		19.26		20.23
Step 13	16.53		19.82		20.82
Step 14	17.07		20.42		21.44
Step 15	17.58		21.56		22.64
Max	18.56		22.76		23.90

**EXHIBIT
E**

2018-19 Athletics Co-curricular Stipends			
Description	DAC	Position Type	Amount
Baseball - Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Baseball - JV	CVHS	Co-Curricular - Athletics	\$2,735.68
Baseball - Varsity	CVHS	Co-Curricular - Athletics	\$3,419.60
Basketball - Boys Freshman	CVHS	Co-Curricular - Athletics	\$2,735.68
Basketball - Boys JV	CVHS	Co-Curricular - Athletics	\$3,419.60
Basketball - Boys Varsity	CVHS	Co-Curricular - Athletics	\$4,206.11
Basketball - Boys Varsity Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Basketball - Girls Freshman	CVHS	Co-Curricular - Athletics	\$2,735.68
Basketball - Girls JV	CVHS	Co-Curricular - Athletics	\$3,419.60
Basketball - Girls Varsity	CVHS	Co-Curricular - Athletics	\$4,206.11
Basketball - Girls Varsity Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Bass Fishing	CVHS	Co-Curricular - Athletics	\$2,735.68
Cross Country Coed - Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Cross Country Varsity Coed	CVHS	Co-Curricular - Athletics	\$3,419.60
Football - Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Football - Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Football - Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Football - Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Football - Varsity	CVHS	Co-Curricular - Athletics	\$4,206.11
Golf - JV	CVHS	Co-Curricular - Athletics	\$2,735.68
Golf - Varsity	CVHS	Co-Curricular - Athletics	\$3,419.60
Hockey Field - Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Hockey Field - JV	CVHS	Co-Curricular - Athletics	\$2,735.68
Hockey Field - Varsity	CVHS	Co-Curricular - Athletics	\$3,419.60
Hockey Ice - Girls Varsity	CVHS	Co-Curricular - Athletics	\$4,206.11
Hockey Ice - Boys Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Hockey Ice - Boys Varsity	CVHS	Co-Curricular - Athletics	\$4,206.11
Hockey Ice - Girls Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Lacrosse - Boys Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Lacrosse - Boys Freshman	CVHS	Co-Curricular - Athletics	\$2,735.68
Lacrosse - Boys JV	CVHS	Co-Curricular - Athletics	\$2,735.68
Lacrosse - Boys Varsity	CVHS	Co-Curricular - Athletics	\$3,419.60
Lacrosse - Girls Assistant	CVHS	Co-Curricular - Athletics	\$1,367.84
Lacrosse - Girls Assistant	CVHS	Co-Curricular - Athletics	\$1,367.84
Lacrosse - Girls JV	CVHS	Co-Curricular - Athletics	\$2,735.68
Lacrosse - Girls Varsity	CVHS	Co-Curricular - Athletics	\$3,419.60
Skiing - Varsity Alpine	CVHS	Co-Curricular - Athletics	\$2,735.68
Skiing - Varsity Nordic	CVHS	Co-Curricular - Athletics	\$2,735.68
Soccer - Boys Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Soccer - Boys Freshman	CVHS	Co-Curricular - Athletics	\$2,735.68
Soccer - Boys JV	CVHS	Co-Curricular - Athletics	\$3,419.60
Soccer - Boys Varsity	CVHS	Co-Curricular - Athletics	\$4,206.11
Soccer - Girls Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Soccer - Girls Freshman	CVHS	Co-Curricular - Athletics	\$2,735.68

Soccer - Girls JV	CVHS	Co-Curricular - Athletics	\$3,419.60
Soccer - Girls Varsity	CVHS	Co-Curricular - Athletics	\$4,206.11
Softball - Assistant	CVHS	Co-Curricular - Athletics	\$2,735.68
Softball - JV	CVHS	Co-Curricular - Athletics	\$2,735.68
Softball - Varsity	CVHS	Co-Curricular - Athletics	\$3,419.60
Special Olympics - Fall	CVHS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Spring	CVHS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Winter	CVHS	Co-Curricular - Athletics	\$1,030.00
Spirit Team - Basketball	CVHS	Co-Curricular - Athletics	\$3,419.60
Spirit Team - Football	CVHS	Co-Curricular - Athletics	\$2,735.68
Strength & Conditioning - Fall	CVHS	Co-Curricular - Athletics	\$1,709.80
Strength & Conditioning - Spring	CVHS	Co-Curricular - Athletics	\$1,709.80
Strength & Conditioning - Winter	CVHS	Co-Curricular - Athletics	\$1,709.80
Tennis - Boys Varsity	CVHS	Co-Curricular - Athletics	\$2,735.68
Tennis - Girls Varsity	CVHS	Co-Curricular - Athletics	\$2,735.68
Track - Winter	CVHS	Co-Curricular - Athletics	\$3,419.60
Track Assistant - Spring	CVHS	Co-Curricular - Athletics	\$2,735.68
Track Assistant - Spring	CVHS	Co-Curricular - Athletics	\$2,735.68
Track Assistant - Spring	CVHS	Co-Curricular - Athletics	\$2,735.68
Track Assistant - Winter	CVHS	Co-Curricular - Athletics	\$2,735.68
Track Coed - Spring	CVHS	Co-Curricular - Athletics	\$4,206.11
Unified Basketball	CVHS	Co-Curricular - Athletics	\$1,030.00
Unified Basketball	CVHS	Co-Curricular - Athletics	\$1,030.00
Unified Basketball	CVHS	Co-Curricular - Athletics	\$1,030.00
Unified Floater	CVHS	Co-Curricular - Athletics	\$1,030.00
Unified Soccer	CVHS	Co-Curricular - Athletics	\$1,030.00
Unified Soccer	CVHS	Co-Curricular - Athletics	\$1,030.00
Unified Track	CVHS	Co-Curricular - Athletics	\$1,030.00
Unified Track	CVHS	Co-Curricular - Athletics	\$1,030.00
Volleyball - JV	CVHS	Co-Curricular - Athletics	\$2,735.68
Volleyball Varsity	CVHS	Co-Curricular - Athletics	\$3,419.60
Wrestling - Varsity	CVHS	Co-Curricular - Athletics	\$4,206.11
Baseball	GBS	Co-Curricular - Athletics	\$2,051.76
Basketball - Boys	GBS	Co-Curricular - Athletics	\$2,051.76
Basketball - Girls	GBS	Co-Curricular - Athletics	\$2,051.76
Cross Country	GBS	Co-Curricular - Athletics	\$1,709.80
Hockey Field	GBS	Co-Curricular - Athletics	\$2,051.76
Soccer - Boys A Team	GBS	Co-Curricular - Athletics	\$2,051.76
Soccer - Girls	GBS	Co-Curricular - Athletics	\$2,051.76
Softball	GBS	Co-Curricular - Athletics	\$2,051.76
Special Olympics - Spring	GBS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Spring	GBS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Winter	GBS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Winter	GBS	Co-Curricular - Athletics	\$1,030.00
Spirit Team - Basketball	GBS	Co-Curricular - Athletics	\$2,051.76
Track - Spring	GBS	Co-Curricular - Athletics	\$2,051.76
Wrestling	GBS	Co-Curricular - Athletics	\$1,709.80

Baseball	SMS	Co-Curricular - Athletics	\$2,051.76
Basketball - Boys A Team	SMS	Co-Curricular - Athletics	\$2,051.76
Basketball - Boys B Team	SMS	Co-Curricular - Athletics	\$2,051.76
Basketball - Girls A Team	SMS	Co-Curricular - Athletics	\$2,051.76
Basketball - Girls B Team	SMS	Co-Curricular - Athletics	\$2,051.76
Cross Country	SMS	Co-Curricular - Athletics	\$2,051.76
Cross Country	SMS	Co-Curricular - Athletics	\$2,051.76
Hockey Field	SMS	Co-Curricular - Athletics	\$2,051.76
Soccer - Boys A Team	SMS	Co-Curricular - Athletics	\$2,051.76
Soccer - Boys B Team	SMS	Co-Curricular - Athletics	\$1,709.80
Soccer - Girls	SMS	Co-Curricular - Athletics	\$2,051.76
Softball	SMS	Co-Curricular - Athletics	\$2,051.76
Special Olympics - Spring	SMS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Spring	SMS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Winter	SMS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Winter	SMS	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Fall PES	SPED	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Spring PES	SPED	Co-Curricular - Athletics	\$1,030.00
Special Olympics - Winter PES	SPED	Co-Curricular - Athletics	\$1,030.00
			\$263,639.21

2018-19 Non-Athletics Co-curricular Stipends			
Description	DAC	Position Type	Amount
Anime	CVHS	Co-Curricular - Clubs	\$1,025.88
Chem Club	CVHS	Co-Curricular - Clubs	\$1,966.27
Class Advisor - Freshman	CVHS	Co-Curricular - Clubs	\$1,025.88
Class Advisor - Junior	CVHS	Co-Curricular - Clubs	\$1,966.27
Class Advisor - Senior	CVHS	Co-Curricular - Clubs	\$2,650.19
Class Advisor - Sophomore	CVHS	Co-Curricular - Clubs	\$1,025.88
Club - Art	CVHS	Co-Curricular - Clubs	\$666.82
Club - German	CVHS	Co-Curricular - Clubs	\$1,025.88
Club - Spanish	CVHS	Co-Curricular - Clubs	\$1,025.88
Dance Team	CVHS	Co-Curricular - Clubs	\$1,025.88
Drama - Festival Director	CVHS	Co-Curricular - Clubs	\$1,966.27
Drama - Musical Choreographer	CVHS	Co-Curricular - Clubs	\$1,053.24
Drama - Musical Director	CVHS	Co-Curricular - Clubs	\$2,992.15
Drama - Musical Music Director	CVHS	Co-Curricular - Clubs	\$2,650.19
Drama - Musical Tech Director	CVHS	Co-Curricular - Clubs	\$1,275.51
Drama - Play Director	CVHS	Co-Curricular - Clubs	\$1,966.27
Drama - Play Tech Director	CVHS	Co-Curricular - Clubs	\$1,275.51
Drama - Program Producer	CVHS	Co-Curricular - Clubs	\$1,624.31
Envirothon	CVHS	Co-Curricular - Clubs	\$1,966.27
Equestrian	CVHS	Co-Curricular - Clubs	\$2,564.70
Future Business Leaders	CVHS	Co-Curricular - Clubs	\$1,025.88
Graduation Advisor	CVHS	Co-Curricular - Clubs	\$769.41
GSA	CVHS	Co-Curricular - Clubs	\$1,025.88
History Club	CVHS	Co-Curricular - Clubs	\$1,624.31
Interact	CVHS	Co-Curricular - Clubs	\$1,624.31
Math Team	CVHS	Co-Curricular - Clubs	\$1,624.31
Music - All State Band	CVHS	Co-Curricular - Clubs	\$769.41
Music - All State Chorus	CVHS	Co-Curricular - Clubs	\$769.41
Music - All State Strings	CVHS	Co-Curricular - Clubs	\$769.41
Music - Jazz Band	CVHS	Co-Curricular - Clubs	\$1,966.27
Music - Memorial Day Parade	CVHS	Co-Curricular - Clubs	\$499.26
Music - Monadnock Valley Festival	CVHS	Co-Curricular - Clubs	\$769.41
Music - Monadnock Valley Festival	CVHS	Co-Curricular - Clubs	\$769.41
Music - NE Festival Band	CVHS	Co-Curricular - Clubs	\$769.41
Music - NE Festival Chorus	CVHS	Co-Curricular - Clubs	\$769.41
Music - NE Festival Strings	CVHS	Co-Curricular - Clubs	\$769.41
Music - Pep Band	CVHS	Co-Curricular - Clubs	\$769.41
Music - Select Chorus	CVHS	Co-Curricular - Clubs	\$1,966.27
National Honor Society	CVHS	Co-Curricular - Clubs	\$1,624.31
Ocean Bowl	CVHS	Co-Curricular - Clubs	\$1,966.27
Student Council	CVHS	Co-Curricular - Clubs	\$2,650.19
The Link	CVHS	Co-Curricular - Clubs	\$2,992.15
Yearbook	CVHS	Co-Curricular - Clubs	\$4,359.99
Youth and Government	CVHS	Co-Curricular - Clubs	\$1,966.27
Art Club	GBS	Co-Curricular - Clubs	\$666.82

Drama	GBS	Co-Curricular - Clubs	\$1,053.24
Flag Football	GBS	Co-Curricular - Clubs	\$1,025.88
Floor Hockey	GBS	Co-Curricular - Clubs	\$666.82
Garden Club	GBS	Co-Curricular - Clubs	\$666.82
Graduation Coordinator	GBS	Co-Curricular - Clubs	\$499.26
Graduation Coordinator	GBS	Co-Curricular - Clubs	\$499.26
Gymnastics Club	GBS	Co-Curricular - Clubs	\$819.88
Music - All State Band	GBS	Co-Curricular - Clubs	\$499.26
Music - All State Chorus	GBS	Co-Curricular - Clubs	\$499.26
Music - All State Orchestra	GBS	Co-Curricular - Clubs	\$499.26
Music - Memorial Day Parade	GBS	Co-Curricular - Clubs	\$499.26
Music - Select Chorus	GBS	Co-Curricular - Clubs	\$1,966.27
New Hampshire Dance Institute	GBS	Co-Curricular - Clubs	\$1,025.88
Recycling Club	GBS	Co-Curricular - Clubs	\$666.82
Student Council	GBS	Co-Curricular - Clubs	\$1,720.06
Yearbook	GBS	Co-Curricular - Clubs	\$1,275.51
Art Club	SMS	Co-Curricular - Clubs	\$666.82
Club - Environmental	SMS	Co-Curricular - Clubs	\$1,257.26
Dance Team	SMS	Co-Curricular - Clubs	\$1,025.88
Drama	SMS	Co-Curricular - Clubs	\$1,053.24
Drama Tech	SMS	Co-Curricular - Clubs	\$518.09
Golf Club - Middle School	SMS	Co-Curricular - Clubs	\$1,025.88
Music - All State Band	SMS	Co-Curricular - Clubs	\$499.26
Music - All State Chorus	SMS	Co-Curricular - Clubs	\$499.26
Music - All State Strings	SMS	Co-Curricular - Clubs	\$499.26
Music - Jazz Band	SMS	Co-Curricular - Clubs	\$1,275.51
Music - Memorial Day Parade	SMS	Co-Curricular - Clubs	\$499.26
Music - Select Chorus	SMS	Co-Curricular - Clubs	\$1,966.27
New Hampshire Dance Institute	SMS	Co-Curricular - Clubs	\$1,025.88
Newspaper	SMS	Co-Curricular - Clubs	\$1,275.51
Peer Mediation	SMS	Co-Curricular - Clubs	\$1,624.31
Radio Club	SMS	Co-Curricular - Clubs	\$666.82
Robotics	SMS	Co-Curricular - Clubs	\$2,790.92
Running Club	SMS	Co-Curricular - Clubs	\$856.86
Science Club	SMS	Co-Curricular - Clubs	\$1,370.98
Student Council 5/6	SMS	Co-Curricular - Clubs	\$1,720.06
Volleyball	SMS	Co-Curricular - Clubs	\$1,030.00
Weight Training - Winter/Spring	SMS	Co-Curricular - Clubs	\$1,025.88
Yearbook	SMS	Co-Curricular - Clubs	\$1,275.51
			\$107,347.32

213-2019-CV-00069

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

EXHIBIT 3

AGREEMENT BETWEEN
THE CONTOOCCOOK VALLEY EDUCATION ASSOCIATION, NEA-NH
AND
THE CONTOOCCOOK VALLEY SCHOOL BOARD
JULY 1, 2019 – JUNE 30, 2021

SECTION A.....	1
GENERAL	1
Article 1 - Recognition	1
Article 2 - Negotiations Process	3
Article 3 - Grievance Procedure	4
Article 4 - Peaceful Resolution of Disputes	6
Article 5 - Management Rights	7
Article 6 - Leaves of Absence	7
Article 7 - Benefits	14
Article 8 - Co-curriculars and Athletics	21
Article 9 - Pay and Deductions	21
Article 10 - Discipline	22
Article 11 - Employee Rights	23
Article 12 - Miscellaneous Provisions	26
Article 13 - Duration of Agreement	27
Article 14 - Reductions in Force	27
SECTION B	30
TEACHERS	30
Article 1 - Definitions	30
Article 2 - Terms of Employment	30
Article 3 - Leaves of Absence	32
Article 4 - Benefits	32
Article 5 - Salaries	33
Article 6 - Evaluations	36
Article 7 - Transfers of Teachers	36
Article 8 - Miscellaneous	37
SECTION C	38
PARAPROFESSIONALS	38
Article 1 - Definitions	38
Article 2 - Terms of Employment	38
Article 3 - Leaves of Absence	39
Article 4 - Benefits	40
Article 5 - Wages	40
Article 6 - Evaluations	41
Article 7 - Transfers	41
SECTION D	43
SPECIAL SERVICE PROFESSIONALS	43
Article 1 - Definitions	43
Article 2 - Terms of Employment	43
Article 3 - Leaves of Absence	46
Article 4 - Benefits	46
Article 5 - Salaries	46
Article 6 - Evaluations	49
Article 7 - Transfers of SSPs	49
Article 8 Miscellaneous	50

SECTION A

GENERAL

Article 1 - Recognition

1.1. Definition of Bargaining Unit

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

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

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

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

1.2. Exclusive Representative

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

group of employees from any purpose the Board shall deem desirable in the discharge of its responsibilities.

1.3. Definitions

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

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

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

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

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

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

1.3.7. Seniority as used in this Agreement is defined as the total years of uninterrupted service to the District as a member of the bargaining unit. Approved leaves of absence shall not result in loss of accrued seniority, nor shall the leave of absence time count toward accruing seniority. A teacher who accepts a position as an administrator or other support staff position within the Conval School District will retain any seniority accrued

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

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

Article 2 - Negotiations Process

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

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

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

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

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

Article 3 - Grievance Procedure

3.1 Definition

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

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

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

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

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

3.1.4 For purposes of this Article, "days" shall refer to school days, except during the periods when school is not in session when it shall refer to business days, exclusive of

holidays and weekends. Any deadline may be extended by mutual agreement of the parties.

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

3.2 Procedure.

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

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

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

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

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

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

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

the Association within twenty-five (25) days of the date of the hearing. The hearing shall be held no later than forty (40) days after the receipt of the appeal.

3.2.7 Level 5: If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and she/he wishes a review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise in writing the Board through the Superintendent within twenty-five (25) days of receipt of the Board's decision.

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

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

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

3.3 Rights of Bargaining Unit Member to Representation

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

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

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

Article 4 - Peaceful Resolution of Disputes

4.1 The Association and the Board agree that any differences between the parties on matters relative to the Agreement, including grievances, arbitration and negotiations, shall be settled by the means herein provided. The Association, in consideration, shall not, during the term of this Agreement, engage in or condone any strike, work

stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Board sponsor any lockout.

Article 5 - Management Rights

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

Article 6 - Leaves of Absence

6.1 Paid Leave

6.1.1 Sick and Personal Leave Days

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

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

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

vacation periods or student holidays. No days may accumulate from year to year as undisclosed personal days. Unused personal days may be accumulated as sick days.

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

6.1.2 Emergency Day

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

6.1.3 Bereavement Leave

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

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

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

6.1.4 Leave for CVEA President

A total of six (6) one-half days or three (3) full days of paid leave each school year will be available to the President of the Education Association or designee (or shared by Co-Presidents) to be used within the District for working with members of the bargaining unit who may have grievances as defined in Article 3 of this Agreement or other Association business. Additional days may be approved by the Superintendent, or designee, as paid or unpaid leave days.

6.1.5 Sabbatical Leave

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

6.1.6 Sick Day Bank

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

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

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

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

Administration: The Sick Day Bank will be administered by a Sick Bank Committee composed of one member appointed by the Association Executive Board and one member appointed by Administration. In the event the two members do not agree, a designated member of the School Board will make the final determination.

Sick Bank Contributions and Balance:

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

Utilization of Sick Bank Days:

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

6.2 Unpaid Leave

6.2.1 Family and Medical Leave

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

6.2.2 Terminal Illness

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

6.2.3 Military Leave

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

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

6.2.4 Leave to Serve New Hampshire Education Association

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

6.2.5 Leave to Pursue Education

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

6.2.6 Personal Leave of Absence

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

6.2.7 Parental Leave

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

6.3 General Provisions

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

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

- g. It is the intent of the Board to reinstate the bargaining unit member on leave of absence to his/her former position, following consultation with the Superintendent, if the former position still exists, and if in the opinion of the Superintendent and Board, it is in the educational interests of the District to do so. Further, it is the intent of the Board to reinstate the employee on leave to a position for which he/she is certified.
- h. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick/personal leave and accrued seniority, shall be restored to him/her upon his/her return, if legally permissible.

6.3.2 Negative Balances/Intermediate Sick Leave

Effective July 1, 2019, bargaining unit members will not be allowed to accrue any negative sick leave balance. Any bargaining unit member who has a negative sick leave balance as of July 1, 2019 will have that balance calculated using the bargaining unit member's per diem rate at the time the intermediate sick leave was used. The bargaining unit member may elect to apply his/her sick/personal days to that balance at the start of each year until the balance is reduced to zero or may elect to make payroll deductions by deducting one day each pay period at the current per diem rate until the balance is repaid.

Any bargaining unit member who has a negative sick leave balance as of July 1, 2019 and wishes to join the Sick Leave Bank may use one of their accrued days each year to join the Sick Day Bank.

6.3.3 Sick Leave for Retiring Bargaining Unit Members

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

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

6.3.4 Substitutes

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

Article 7 – Benefits

7.1 Eligibility

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

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

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

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

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

7.2 Medical Insurance

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

Effective July 1, 2019, the District will contribute 86% of the premium for the ABSOS20/40 Rx10/20/45 plan and will reimburse participants \$10 per co-pay and up to \$750 per person (up to a maximum of \$2,250 per family) towards the deductible for that plan.

Effective July 1, 2020, the District will contribute 84% of the premium for the ABSOS20/40 Rx10/20/45 plan and will reimburse participants \$10 per co-pay

and up to \$750 per person (up to a maximum of \$2,250 per family) towards the deductible for that plan.

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

In the event that the plan identified above in 7.2.1 will result in the imposition of any related fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes (the excise tax on high cost Employer-sponsored health coverage), the District and the Association will promptly reopen negotiations for the purpose of agreeing on an alternative health plan and redistribution of any savings realized. In the event that the parties are unable to agree to an alternative plan prior to the deadline for the District to switch plans for the next school year, the health insurance plan in place at the time will be continued and any fees, fines, taxes or penalties shall be borne equally by employees and the District. Each employee will pay fifty percent (50%) of the fee, fine, tax or penalty attributable to his/her insurance plan through payroll deductions.

7.2.4 Benefits for Married Couples

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

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

7.2.5 Health Insurance Buyback

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

Those eligible full-time bargaining unit members that intend to participate in the buyback, will be required to complete and submit to the Human Resources Office, the

District "Health Insurance Buyback Election Form", no later than the deadline for open enrollment. Eligible employees, who did not elect the buyback at the beginning of the plan year, may make such election for the second half of the year by submitting the Health Insurance Buyback Election Form to the Human Resource office by December 1. Employees making a late election will receive a prorated buyback payment, payable in the last two quarters of the Plan year.

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

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

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

7.3 Dental Insurance

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

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

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

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

7.4 Life Insurance

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

7.5 Disability Insurance

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

Benefits will be as follows:

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

Coverage will start after 90 consecutive calendar days of disability.

7.6 Health Care Reimbursement Plan

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

7.7 Dependent Care Reimbursement Plan

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

7.8 Survivor's Benefits

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

7.9 Recertification Reimbursement

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

7.10 Retirement

7.10.1 Retirement Buy Back Plan

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

Total years of employment with the District:

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

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

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

7.10.2 Early Retirement Stipend

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

- a. On or before October 1 of the fiscal year preceding the early retirement, a bargaining unit member must submit to the Superintendent's Office a written notice of intent to retire.
- b. The amount of the early retirement stipend shall be: one percent (1%) of the bargaining unit member's current annual earnings multiplied by the number of years of consecutive full time employment in the district immediately prior to the

retirement date, but in no case shall more than twenty five years of service be used in the calculation.

- c. Payment of said stipend will be made in two (2) annual installments beginning on July 1 following the retirement date.
- d. Bargaining unit members receiving the early retirement stipend shall not be eligible for the retirement benefit in Section A, Article 7.10.1 above.
- e. The final approval of an early retirement stipend is at the discretion of the Board.
- f. Upon the death of a bargaining unit member who is receiving or has been approved for the early retirement stipend, the payments shall thereafter be made to the designated beneficiary of the deceased bargaining unit member.
- g. Notice of intent may be withdrawn if written notice is received by the Superintendent's office on or before December 1 of the fiscal year preceding the retirement.
- h. If early retirement is applied for, the Board guarantees to grant at least one early retirement for one qualified teacher, one qualified SSP, and one qualified paraprofessional each year, during the term of this contract. If more than one teacher, SSP, or paraprofessional applies in any one year, the teacher, SSP, or paraprofessional whose application was received first will be selected. Other applicants may be selected at the discretion on the Board.
- i. At its discretion, the Board may offer additional early retirement incentives to any bargaining unit member, provided that the terms of such early retirement incentives are disclosed in writing to the CVEA President.

7.11 Tuition and Staff Development Reimbursement

7.11.1 Tuition Reimbursement Fund

- a. The District shall budget an amount each year for course tuition reimbursement for bargaining unit members. The amount budgeted in each fiscal year of the contract shall equal \$300 times the number of full time equivalents (FTE) as of February 1 of the prior year.
- b. Advanced payment for course tuition shall be provided by the District, if requested. However, the District may withhold from the bargaining unit member's final paycheck, an amount equal to the advanced payment, if the employee does not complete the course with a grade of "C" or better; or pass in pass/fail standard.

- c. Bargaining unit members shall receive advanced payment or be reimbursed for their actual cost for the cost of up to four (4) graduate course credit hours at the University of New Hampshire in-state rate.

7.11.2 Professional Development Fund

The District shall budget an amount each year for Professional Development Funds for employees. The amount budgeted for the 2019-2020 school year shall equal \$240 times the number of full time equivalents (FTE) as of February 1. This amount shall increase by \$5 in each of the subsequent years.

7.11.3 Procedures

- a. Approval for course tuition and professional development reimbursement must be obtained from the Professional Development Committee. The granting of a request for funds shall be in accordance with the provisions of the Professional Development Master Agreement and with written goals developed by each school or department at the beginning of each school year.
- b. Tuition reimbursement and professional development funds shall be available only to bargaining unit members whose proposals have been approved by the Professional Development Committee.
- c. Funds may be shifted between the tuition reimbursement account and the professional development account at the discretion of the Professional Development Committee.
- d. Administrative costs, such as clerical costs, and substitute fees, shall not be paid from either the tuition reimbursement fund or the Professional development fund.
- e. Funds will be distributed according to the then current Professional Development Master Plan on file with the State of New Hampshire.

7.11.4 Substitute Fund

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

7.12 Enrollment of Children in Conval

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

7.13.1 Mileage Allowance

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

Article 8 - Co-curriculars and Athletics

8.1 Compensation

Remuneration for employees for approved interscholastic, non-interscholastic coaching positions for 2019-20 and 2020-21 will be based upon the schedules set out in Appendix E.

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

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

8.2 Establishing Positions

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

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

Article 9 - Pay and Deductions

9.1 Pay Periods

9.1.1 Salaried Bargaining Unit Members

Salaried bargaining unit members may elect to be paid in either twenty-one (21) or twenty-six (26) equal payments. There will be a supplementary regular check issued in the first pay period in December and in the first pay period in March for bargaining unit members choosing to receive twenty-six (26) payments.

9.1.2 Hourly Bargaining Unit Members

Subject to approval of the NH Department of Labor, hourly bargaining members may elect to be paid in 21 equal payments plus two additional reconciliation payments, one in the last payroll of December and one in the last pay period of June. In order to elect equal payments, the employee must agree to reimburse the District if the employee leaves employment for any reason prior to the end of a school year and has been overpaid.

9.2 Association Dues

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

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

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

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

Article 10 - Discipline

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

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

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

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

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

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

Article 11 - Employee Rights

11.1 No Discrimination or Reprisals

There shall be no discrimination nor any reprisals by either the Board or the Association against any bargaining unit members by reason of his/her membership or lack of membership in the Association or participation or lack of participation in its lawful activities, nor shall reprisals be taken against a bargaining unit member as a result of his/her participation in the negotiation, grievance or arbitration procedure provided by this Agreement.

11.2 Access to Information

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

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

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

11.3 Personnel Files

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

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

11.4 Distribution of Information

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

11.5 Annual Contracts/Statements of Employment

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

1. Current salary/wage
2. Date of employment

The following statement shall be included on the cover sheet:

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

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

11.6 School Calendar

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

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

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

11.6.4 Those days in the calendar that are designated for Curriculum or Professional Development activities will be used for purposes identified by the Superintendent which further the educational goals of the District and improve the quality of instruction delivered to students. All staff will be given the opportunity to provide anonymous evaluations of the Curriculum or Professional Development activities and to suggest topics for future activities.

11.7 Posting of Vacancies

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

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

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

11.8 Curriculum Involvement

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

Article 12 - Miscellaneous Provisions

12.1 If any provision of this Agreement or any application of the Agreement to any bargaining unit member or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any legislation affecting collective negotiations with Public Employees is enacted by the State Legislature or the Federal Government and contains permissive aspects affecting the relationships between bargaining unit members and Board, the provisions of this Agreement shall prevail rather than the legislation.

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

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

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

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

The parties may also agree to provide notice by email.

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

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

Article 13 - Duration of Agreement

13.1 Except as otherwise provided in this Article 13, this Agreement shall become effective as of July 1, 2019 and shall continue in effect until June 30, 2021.

13.2 This Agreement shall not be modified orally. Any alterations of this Agreement shall be by mutual agreement in writing signed by the parties hereto, and unless such alterations are agreed upon, this contract shall expire on June 30, 2021.

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

13.4 The parties agree that all provisions of this Agreement shall begin on July 1, 2019.

Article 14 - Reductions in Force

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

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

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

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

- e. If further reductions in force are necessary, the Superintendent shall identify the employee(s) to be laid off using the criteria in 14.4.

14.4 Selection Criteria

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

For Teachers:

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

For Paraprofessionals:

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

For SSPs:

- a. By area of specialization/licensure

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

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

14.4.3 Once the affected employee(s) have been identified, if necessary, Administration will reassign the remaining employees in the classification in accordance with the procedures identified in Article 7 of Sections B, C or D as applicable. It is understood

that any teacher transferred as the result of a Reduction in Force shall not be eligible for the transfer stipend in Article 7.1 or Article 7.2 of Section B.

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

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

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

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

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

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

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

14.6 Beginning in September of 2019, the Superintendent and one designee of the CVEA shall meet for the purpose of reviewing the classifications in Section 14.4.1 above. If they agree on revisions, a proposed Memorandum of Understanding will be brought to the Board and the CVEA membership for approval and implementation. It is understood that any agreement must be reached and ratified prior to January 1, 2021 in order to be implemented during the term of this Collective Bargaining Agreement.

SECTION B

TEACHERS

Article 1 – Definitions

Article 2 - Terms of Employment

2.1 Contract and Work Assignment

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

2.2 Non-renewal

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

2.3 Work Year

The work year for all returning teachers shall be a maximum of 187 days, which will normally fall between August 25 and June 30, and which may include a minimum of seven (7) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Superintendent or designee. New teachers may be required to work one (1) additional orientation day. In the event that August 25 falls on a Friday, Saturday or Sunday, the work year may begin no earlier than the preceding Thursday.

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

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

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

2.4 Work Day

2.4.1 The Association and the District recognize that they have a joint responsibility to promote educational improvement and to provide the best possible opportunity to each and every student. Except as otherwise provided in this paragraph, the regularly scheduled work day for teachers is seven (7) hours and fifteen (15) minutes and may include up to six (6) hours and forty-five (45) minutes of instructional time. It is understood each school shall have a standard start and end time for teachers as established by the building administration. The professional responsibilities of the teacher may require him or her to perform certain obligations for the benefit of students, parents, and the school beyond the regularly scheduled work day. These include, but are not limited to, attending faculty meetings, departmental meetings, meetings regarding individual students, open houses, performing and visual arts events, academic presentations, awards nights, or serving on building or district committees. While all teachers are expected to meet these obligations within, as reasonable extensions of, or outside the normal workday, it is understood that the professional responsibilities will not be so frequent in number or duration as to be considered part of the normal workday. Evening responsibilities, exclusive of stipend assignments, shall not exceed five (5) a year. The District will not require additional time worked beyond the overall workday, its reasonable extensions or outside activities as noted in this paragraph. The impact of any extension of the instructional day will be negotiated in accordance with RSA 273-A.

2.4.2 It is understood that teachers who commence employment on or after July 1, 2019 may be assigned schedules at staggered starting and ending times at the school to which

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

2.5 Lunch/Planning Period

The Board will make every effort to provide teachers with a duty-free lunch and an unencumbered duty-free planning period. If a teacher is required by administration to cover a class for another teacher, he/she will be paid \$40.

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

Article 3 - Leaves of Absence

3.1 Leave to Join Peace Corps, or Vista

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

3.2 Professional Development Leave

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

Article 4 – Benefits

(Article left blank intentionally)

Article 5 – Salaries

5.1 Salary Schedule

The Salary Schedules for teachers for 2019-20 and 2020-21 are set forth in Appendix A.

On July 1 of each year of this Agreement, returning teachers shall advance one step on the Salary Schedule. Returning teachers whose salaries exceed the maximum step on the Salary Schedule shall receive a 2% salary increase in 2019-20 and a 3% salary increase in 2020-21. The teacher identified in Appendix A-1 will be frozen at his/her 2018-19 salary for 2019-20.

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

Outstanding Performance Awards paid in the 2018-19 year will not be added to the teacher's base salary for 2019-20.

5.2 Initial Placement on Salary Schedule

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

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

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

5.3 Additional Compensation

5.3.1 Success and Leadership Recognition (SLR)

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

5.3.2 National Board Certification Stipend

Any teacher who has received National Board Certification will receive an annual stipend of \$1250 (prorated if the position is less than 1.0 FTE) beginning in the school year after certification is received. To be eligible, the teacher must have been employed in the Conval School District for a minimum of five (5) years and must submit proof of certification to the Human Resource office by May 1 of the preceding school year. Any teacher who receives a National Board Certification Stipend shall serve as a mentor for other teachers as part of his/her job duties and without additional compensation, when assigned by the Superintendent or designee.

5.3.3 Additional Graduate Course Work

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

5.3.4 Critical Shortage Stipend

If the District identifies a position as a critical shortage, it shall provide notice to the Association before an offer is made to an applicant. The Superintendent may grant a

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

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

5.4 Pay for Other Work

5.4.1 Curriculum Work

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

5.4.2 Department Head and Teacher in Charge

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

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

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

Article 6 – Evaluations

6.1 Evaluation of Teachers

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

Article 7 - Transfers of Teachers

7.1 Transfers for the Next School Year

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

7.2 Transfers During the School Year

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

7.3 Procedures for Transfers

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

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

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

Article 8 – Miscellaneous

8.1 Academic Freedom

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

SECTION C

PARAPROFESSIONALS

Article 1 - Definitions

Article 2 - Terms of Employment

2.1 Statement of Employment and Work Assignment

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

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

2.2 Non-Renewal

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

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

For paraprofessionals who were employed by the District after August 25, 2005 but on or before August 25, 2013, these provisions will become effective on July 1, 2018. For all other paraprofessionals, these provisions will become effective upon completion of five (5) consecutive full school years of employment.

2.3 Work Year

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

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

2.4 Work Day

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

2.5 Lunch

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

Article 3 - Leaves of Absence

3.1 Leave for Education/Training

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

Article 4 - Benefits

Article 5 – Wages

5.1 Wage Schedule

The Wage Schedules for 2019-20 and 2020-21 for paraprofessionals are set forth in Appendix B. On July 1 of each year of this Agreement, returning paraprofessionals shall advance one step on the Wage Schedule. Returning paraprofessionals whose wages exceed the maximum step on the wage schedule shall receive a 3% wage increase in 2019-20 and a 3% wage increase in 2020-21.

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

5.2 Initial Placement on Wage Schedule

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

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

5.3 Additional Compensation

5.3.1 Success and Leadership Recognition (SLR)

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

5.3.2 Additional Certification

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

5.4 Pay for Other Work

5.4.1 Curriculum Work

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

5.4.2 Overtime

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

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

Article 6 – Evaluations

6.1 Evaluation of Paraprofessionals

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

Article 7 – Transfers

7.1 Transfers for the Next School Year

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

7.2 Transfers During the School Year

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

7.3 Procedures for Transfers

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

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

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

SECTION D

SPECIAL SERVICE PROFESSIONALS

Article 1 - Definitions

Article 2 - Terms of Employment

2.1 Contract and Work Assignment

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

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

Work assignment will be stated on the contract.

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

2.2 Non-Renewal

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

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

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

2.3 Work Year

The work year for all returning SSPs shall be a maximum of 187 days, which will normally fall between August 25 and June 30, and which may include a minimum of seven (7) full days (regardless of FTE status) for professional, program and curriculum development or other activities as directed by the Director of Student Services. New SSP employees may be required to work one (1) additional orientation day. In the event that August 25 falls on a Friday, Saturday or Sunday, the work year may begin no earlier than the preceding Thursday.

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

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

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

2.4 Work Day

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

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

2.5 Lunch/Planning Period

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

Article 3 - Leaves of Absence

3.1 Leave to Volunteer

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

3.2 Professional Development Leave

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

Article 4 – Benefits

4.1 Liability Insurance

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

Article 5 – Salaries

5.1 Salary Schedule

The Salary Schedules for SSPs for 2019-20 and 2020-21 are set forth in Appendix A.

On July 1 of each year of this Agreement, returning SSPs shall advance one step on the salary schedule. Returning SSPs whose salaries exceed the maximum step on the salary schedule shall receive a 2% salary increase in 2019-20 and a 3% salary increase in 2020-21.

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

Outstanding Performance Awards paid in the 2018-19 year will not be added to the SSP's base salary for 2019-20.

5.2 Initial Placement on Salary Schedule

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

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

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

5.3 Additional Compensation

5.3.1 Success and Leadership Recognition (SLR)

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

5.3.2 Additional Graduate Course Work

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

5.3.3 Certificate of Clinical Competency Stipend

Any SSP who has earned and maintained his/her Certificate of Clinical Competency or equivalent in his/her discipline (as proposed by CVEA and approved annually by the Superintendent) or who maintains both a professional license and New Hampshire Department of Education Certification related to the position currently held, shall be paid a stipend of \$1,250 per year paid in a lump sum at the end of the contract year. The stipend will be prorated if the position is less than 1.0 FTE or if the SSP begins working or obtains a Certificate of Clinical Competency or New Hampshire Department of Education Certification after the start of the contract year. Such SSP shall also serve as a

mentor for other SSPs working towards their Certificate of Clinical Competency or equivalent in his/her discipline as part of his/her job requirements when assigned by the Superintendent or immediate supervisor. SSPs shall notify the Director of Human Resources annually and provide documentation demonstrating their eligibility for this stipend.

Credentials designated as "equivalent" to a Certificate of Clinical Competency as of July 1, 2018 include New Hampshire Department of Education School Nurse Certification, Certification by the NBCOT (for Occupational Therapists) and Certification by the NCSP (for School Psychologists).

5.3.5 Critical Shortage Stipend

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

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

5.4 Pay for Other Work

5.4.1 Curriculum Work

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

5.4.2 Direct Services Work

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

Article 6 – Evaluations

6.1 Evaluation of SSPs

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

Article 7 - Transfers of SSPs

7.1 Transfers for the Next School Year

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

7.2 Transfers During the School Year

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

7.3 Procedures for Transfers

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

7.3.2 An SSP who is being considered for an involuntarily transfer shall be notified, as soon as practicable, and shall be afforded the opportunity to meet with the Superintendent or designee, and a representative of the Association, to review the transfer and the reasons for it. Except in an emergency, such notice will be provided at least fifteen (15)

calendar days prior to the effective date of the transfer. If the SSP is not satisfied with the involuntary transfer, he/she may resign by giving notice to the Superintendent within ten (10) calendar days of receipt of the transfer notice. If the SSP had already signed a contract for that year, the provisions of Section A, Article 12.4 shall be waived. In the event that the SSP is otherwise eligible for retirement benefits under Section A, Article 7.10, he/she shall be able to retire in lieu of resigning but will not receive the retirement benefits until the second fiscal year after retirement unless the Board approves an earlier payment.

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

Article 8 Miscellaneous

8.1 Academic Freedom

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

For the Conval School Board:

 4/1/19
Myron Steere, Chair Date

For the Conval Education Association:

 3-29-19
Patrick Cogan, President Date

APPENDIX A**Teachers and SSP's 2019-20**

	Y1	B+00	B+15	B+30	M+00	M+15	M+30	M+45
	1	38,500	40,000	41,500	43,500	44,500	46,000	47,000
800	2	39,300	40,800	42,300	44,300	45,300	46,800	47,800
800	3	40,100	41,600	43,100	45,100	46,100	47,600	48,600
800	4	40,900	42,400	43,900	45,900	46,900	48,400	49,400
800	5	41,700	43,200	44,700	46,700	47,700	49,200	50,200
900	6	42,600	44,100	45,600	47,600	48,600	50,100	51,100
900	7	43,500	45,000	46,500	48,500	49,500	51,000	52,000
1000	8	44,500	46,000	47,500	49,500	50,500	52,000	53,000
1100	9	45,600	47,100	48,600	50,600	51,600	53,100	54,100
1200	10	46,800	48,300	49,800	51,800	52,800	54,300	55,300
1300	11	48,100	49,600	51,100	53,100	54,100	55,600	56,600
1400	12	49,500	51,000	52,500	54,500	55,500	57,000	58,000
1400	13	50,900	52,400	53,900	55,900	56,900	58,400	59,400
1400	14	52,300	53,800	55,300	57,300	58,300	59,800	60,800
1500	15	53,800	55,300	56,800	58,800	59,800	61,300	62,300
1500	16	55,300	56,800	58,300	60,300	61,300	62,800	63,800
1600	17	56,900	58,400	59,900	61,900	62,900	64,400	65,400
1700	18	58,600	60,100	61,600	63,600	64,600	66,100	67,100

Employees advancing past the schedule
will be designated as "Off Step"
and will receive the "OS" increase using the multiplier below.

OS 1.02

APPENDIX A

Teachers and SSP's 2020-21

	Y2	B+00	B+15	B+30	M+00	M+15	M+30	M+45
500	1	39,000	40,500	42,000	44,000	45,000	46,500	47,500
	2	39,800	41,300	42,800	44,800	45,800	47,300	48,300
	3	40,600	42,100	43,600	45,600	46,600	48,100	49,100
	4	41,400	42,900	44,400	46,400	47,400	48,900	49,900
	5	42,200	43,700	45,200	47,200	48,200	49,700	50,700
	6	43,100	44,600	46,100	48,100	49,100	50,600	51,600
	7	44,000	45,500	47,000	49,000	50,000	51,500	52,500
	8	45,000	46,500	48,000	50,000	51,000	52,500	53,500
	9	46,100	47,600	49,100	51,100	52,100	53,600	54,600
	10	47,300	48,800	50,300	52,300	53,300	54,800	55,800
	11	48,600	50,100	51,600	53,600	54,600	56,100	57,100
	12	50,000	51,500	53,000	55,000	56,000	57,500	58,500
	13	51,400	52,900	54,400	56,400	57,400	58,900	59,900
	14	52,800	54,300	55,800	57,800	58,800	60,300	61,300
	15	54,300	55,800	57,300	59,300	60,300	61,800	62,800
	16	55,800	57,300	58,800	60,800	61,800	63,300	64,300
	17	57,400	58,900	60,400	62,400	63,400	64,900	65,900
	18	59,100	60,600	62,100	64,100	65,100	66,600	67,600

Employees advancing past the schedule

will be designated as "Off Step"

and will receive the "OS" increase using the multiplier below.

OS 1.03

APPENDIX B**Paraprofessional 2019-21**

Paras			
Y1	No Certification	Certified	Highly Skilled
1	\$12.39	\$14.38	\$15.10
2	\$12.89	\$14.77	\$15.51
3	\$13.39	\$15.22	\$15.99
4	\$13.93	\$15.67	\$16.45
5	\$14.42	\$16.13	\$16.93
6	\$14.96	\$16.62	\$17.45
7	\$15.47	\$17.11	\$17.96
8	\$16.01	\$17.62	\$18.51
9	\$16.53	\$18.16	\$19.07
10	\$17.07	\$18.69	\$19.63
11	\$17.58	\$19.26	\$20.23
12		\$19.82	\$20.82
13		\$20.42	\$21.44
14		\$21.56	\$22.64
15		\$22.76	\$23.90

Employees advancing past the schedule
will be designated as "Off Step"
and will receive the "OS" increase using the multiplier below.

OS 1.03

APPENDIX C

Grievance # _____

GRIEVANCE REPORT FORM CONTOOCCOOK VALLEY SCHOOL DISTRICT

TO: _____

Complete in triplicate with copies to:

School _____

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

Name of Grievant _____

Date Filed _____

LEVEL A

Date of Grievance _____

1. Statement of Grievance (Be sure to include the specific violation or condition with proper references to the Master Contract.)

2. Relief Sought

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

Signature of Grievant

Date

Answer given by Principal

Signature of Principal

Date

Position of Grievant

Signature of Grievant

Date

LEVEL B

Date received by
Superintendent/designee:

Answer given by
Superintendent/designee:

Signature

Date

Position of
Grievant:

Signature

Date

LEVEL C

Date submitted to Binding
Arbitration:

Signature

Date

APPENDIX D**EVALUATION OF PROFESSIONAL STAFF
TEACHER****PATHWAY I**

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

PATHWAY II

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

PATHWAY III

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

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

APPENDIX E

ATHLETICS

DAC	Description	2019-20 Amount	2020-21 Amount
CVHS	Baseball - Assistant	\$2,790.39	\$2,846.20
CVHS	Baseball - JV	\$2,790.39	\$2,846.20
CVHS	Baseball - Varsity	\$3,487.99	\$3,557.75
CVHS	Basketball - Boys Freshman	\$2,790.39	\$2,846.20
CVHS	Basketball - Boys JV	\$3,487.99	\$3,557.75
CVHS	Basketball - Boys Varsity	\$4,290.23	\$4,376.04
CVHS	Basketball - Boys Varsity Assistant	\$2,790.39	\$2,846.20
CVHS	Basketball - Girls Freshman	\$2,790.39	\$2,846.20
CVHS	Basketball - Girls JV	\$3,487.99	\$3,557.75
CVHS	Basketball - Girls Varsity	\$4,290.23	\$4,376.04
CVHS	Basketball - Girls Varsity Assistant	\$2,790.39	\$2,846.20
CVHS	Bass Fishing	\$2,790.39	\$2,846.20
CVHS	Cross Country Coed - Assistant	\$2,790.39	\$2,846.20
CVHS	Cross Country Varsity Coed	\$3,487.99	\$3,557.75
CVHS	Football - Assistant	\$2,790.39	\$2,846.20
CVHS	Football - Assistant	\$2,790.39	\$2,846.20
CVHS	Football - Assistant	\$2,790.39	\$2,846.20
CVHS	Football - JV	\$3,487.99	\$3,557.75
CVHS	Football - Varsity	\$4,290.23	\$4,376.04
CVHS	Golf - JV	\$2,790.39	\$2,846.20
CVHS	Golf - Varsity	\$3,487.99	\$3,557.75
CVHS	Hockey Field - Assistant	\$2,790.39	\$2,846.20
CVHS	Hockey Field - JV	\$2,790.39	\$2,846.20
CVHS	Hockey Field - Varsity	\$3,487.99	\$3,557.75
CVHS	Hockey Ice - Girls Varsity	\$4,290.23	\$4,376.04
CVHS	Hockey Ice - Boys Assistant	\$2,790.39	\$2,846.20
CVHS	Hockey Ice - Boys Varsity	\$4,290.23	\$4,376.04
CVHS	Hockey Ice - Girls Assistant	\$2,790.39	\$2,846.20
CVHS	Lacrosse - Boys Assistant	\$2,790.39	\$2,846.20
CVHS	Lacrosse - Boys Freshman	\$2,790.39	\$2,846.20
CVHS	Lacrosse - Boys JV	\$2,790.39	\$2,846.20
CVHS	Lacrosse - Boys Varsity	\$3,487.99	\$3,557.75
CVHS	Lacrosse - Girls Assistant	\$2,790.39	\$2,846.20
CVHS	Lacrosse - Girls JV	\$2,790.39	\$2,846.20
CVHS	Lacrosse - Girls Varsity	\$3,487.99	\$3,557.75
CVHS	Skiing - Varsity Alpine	\$2,790.39	\$2,846.20
CVHS	Skiing - Varsity Nordic	\$2,790.39	\$2,846.20
CVHS	Soccer - Boys Assistant	\$2,790.39	\$2,846.20
CVHS	Soccer - Boys Freshman	\$2,790.39	\$2,846.20
CVHS	Soccer - Boys JV	\$3,487.99	\$3,557.75
CVHS	Soccer - Boys Varsity	\$4,290.23	\$4,376.04
CVHS	Soccer - Girls Assistant	\$2,790.39	\$2,846.20

CVHS	Soccer - Girls Freshman	\$2,790.39	\$2,846.20
CVHS	Soccer - Girls JV	\$3,487.99	\$3,557.75
CVHS	Soccer - Girls Varsity	\$4,290.23	\$4,376.04
CVHS	Softball - Assistant	\$2,790.39	\$2,846.20
CVHS	Softball - JV	\$2,790.39	\$2,846.20
CVHS	Softball - Varsity	\$3,487.99	\$3,557.75
CVHS	Special Olympics - Fall	\$1,050.60	\$1,071.61
CVHS	Special Olympics - Spring	\$1,050.60	\$1,071.61
CVHS	Special Olympics - Winter	\$1,050.60	\$1,071.61
CVHS	Spirit Team - Basketball	\$3,487.99	\$3,557.75
CVHS	Spirit Team - Football	\$2,790.39	\$2,846.20
CVHS	Strength & Conditioning - Fall	\$1,744.00	\$1,778.88
CVHS	Strength & Conditioning - Spring	\$1,744.00	\$1,778.88
CVHS	Strength & Conditioning - Winter	\$1,744.00	\$1,778.88
CVHS	Tennis - Boys Varsity	\$2,790.39	\$2,846.20
CVHS	Tennis - Girls Varsity	\$2,790.39	\$2,846.20
CVHS	Track - Winter	\$3,487.99	\$3,557.75
CVHS	Track Assistant - Spring	\$2,790.39	\$2,846.20
CVHS	Track Assistant - Spring	\$2,790.39	\$2,846.20
CVHS	Track Assistant - Spring	\$2,790.39	\$2,846.20
CVHS	Track Assistant - Winter	\$2,790.39	\$2,846.20
CVHS	Track Coed - Spring	\$4,290.23	\$4,376.04
CVHS	Unified Basketball	\$1,050.60	\$1,071.61
CVHS	Unified Basketball	\$1,050.60	\$1,071.61
CVHS	Unified Basketball	\$1,050.60	\$1,071.61
CVHS	Unified Floater	\$1,050.60	\$1,071.61
CVHS	Unified Soccer	\$1,050.60	\$1,071.61
CVHS	Unified Soccer	\$1,050.60	\$1,071.61
CVHS	Unified Track	\$1,050.60	\$1,071.61
CVHS	Unified Track	\$1,050.60	\$1,071.61
CVHS	Volleyball - JV	\$2,790.39	\$2,846.20
CVHS	Volleyball Varsity	\$3,487.99	\$3,557.75
CVHS	Wrestling - Varsity	\$4,290.23	\$4,376.04
GBS	Baseball	\$2,092.80	\$2,134.65
GBS	Basketball - Boys	\$2,092.80	\$2,134.65
GBS	Basketball - Girls	\$2,092.80	\$2,134.65
GBS	Cross Country	\$1,744.00	\$1,778.88
GBS	Hockey Field	\$2,092.80	\$2,134.65
GBS	Soccer - Boys A Team	\$2,092.80	\$2,134.65
GBS	Soccer - Girls	\$2,092.80	\$2,134.65
GBS	Softball	\$2,092.80	\$2,134.65
GBS	Special Olympics - Spring	\$1,050.60	\$1,071.61
GBS	Special Olympics - Spring	\$1,050.60	\$1,071.61
GBS	Special Olympics - Winter	\$1,050.60	\$1,071.61
GBS	Special Olympics - Winter	\$1,050.60	\$1,071.61
GBS	Spirit Team - Basketball	\$2,092.80	\$2,134.65
GBS	Track - Spring	\$2,092.80	\$2,134.65

GBS	Wrestling	\$1,744.00	\$1,778.88
SMS	Baseball	\$2,092.80	\$2,134.65
SMS	Basketball - Boys A Team	\$2,092.80	\$2,134.65
SMS	Basketball - Boys B Team	\$2,092.80	\$2,134.65
SMS	Basketball - Girls A Team	\$2,092.80	\$2,134.65
SMS	Basketball - Girls B Team	\$2,092.80	\$2,134.65
SMS	Cross Country	\$2,092.80	\$2,134.65
SMS	Cross Country	\$2,092.80	\$2,134.65
SMS	Hockey Field	\$2,092.80	\$2,134.65
SMS	Soccer - Boys A Team	\$2,092.80	\$2,134.65
SMS	Soccer - Boys B Team	\$1,744.00	\$1,778.88
SMS	Soccer - Girls	\$2,092.80	\$2,134.65
SMS	Softball	\$2,092.80	\$2,134.65
SPED	Special Olympics - Fall PES	\$1,050.60	\$1,071.61
SMS	Special Olympics - Spring	\$1,050.60	\$1,071.61
SMS	Special Olympics - Spring	\$1,050.60	\$1,071.61
SPED	Special Olympics - Spring PES	\$1,050.60	\$1,071.61
SMS	Special Olympics - Winter	\$1,050.60	\$1,071.61
SMS	Special Olympics - Winter	\$1,050.60	\$1,071.61
SPED	Special Olympics - Winter PES	\$1,050.60	\$1,071.61

APPENDIX F

Non--Athletics

DAC	Description	2019-21 Amount	Grandfather Amount
CVHS	Anime	\$1,200.00	\$1,200.00
CVHS	Chem Club	\$2,000.00	\$2,000.00
CVHS	Class Advisor - Freshman	\$800.00	\$1,025.88
CVHS	Class Advisor - Junior	\$2,000.00	\$2,000.00
CVHS	Class Advisor - Senior	\$2,400.00	\$2,650.00
CVHS	Class Advisor - Sophomore	\$800.00	\$1,025.00
CVHS	Club - Art	\$800.00	\$800.00
CVHS	Club - German	\$1,200.00	\$1,200.00
CVHS	Club - Spanish	\$1,200.00	\$1,200.00
CVHS	Dance Team	\$1,200.00	\$1,200.00
CVHS	Drama - Festival Director	\$2,000.00	\$2,000.00
CVHS	Drama - Musical Choreographer	\$1,200.00	\$1,200.00
CVHS	Drama - Musical Director	\$2,800.00	\$2,992.15
CVHS	Drama - Musical Music Director	\$2,400.00	\$2,650.19
CVHS	Drama - Musical Tech Director	\$1,200.00	\$1,275.51
CVHS	Drama - Play Director	\$2,000.00	\$2,000.00
CVHS	Drama - Play Tech Director	\$1,200.00	\$1,275.51
CVHS	Drama - Program Producer	\$1,600.00	\$1,624.31
CVHS	Envirothon	\$2,000.00	\$2,000.00
CVHS	Equestrian	\$2,400.00	\$2,564.70
CVHS	Future Business Leaders	\$800.00	\$1,025.88
CVHS	Graduation Advisor	\$800.00	\$800.00
CVHS	GSA	\$800.00	\$1,025.88
CVHS	History Club	\$800.00	\$1,624.31
CVHS	Interact	\$1,600.00	\$1,624.31
CVHS	Math Team	\$1,600.00	\$1,624.31
CVHS	Music - All State Band	\$800.00	\$800.00
CVHS	Music - All State Chorus	\$800.00	\$800.00
CVHS	Music - All State Strings	\$800.00	\$800.00
CVHS	Music - Jazz Band	\$2,000.00	\$2,000.00
CVHS	Music - Memorial Day Parade	\$400.00	\$499.26
CVHS	Music - Monadnock Valley Festival	\$800.00	\$800.00
CVHS	Music - Monadnock Valley Festival	\$800.00	\$800.00
CVHS	Music - NE Festival Band	\$800.00	\$800.00
CVHS	Music - NE Festival Chorus	\$800.00	\$800.00
CVHS	Music - NE Festival Strings	\$800.00	\$800.00
CVHS	Music - Pep Band	\$800.00	\$800.00
CVHS	Music - Select Chorus	\$2,000.00	\$2,000.00
CVHS	National Honor Society	\$1,600.00	\$1,624.31
CVHS	Ocean Bowl	\$2,000.00	\$2,000.00
CVHS	Student Council	\$2,400.00	\$2,650.19

Non--Athletics

		2019-21	Grandfather
	Description	Amount	Amount
DAC			
CVHS	The Link	\$2,000.00	\$2,992.15
CVHS	Yearbook	\$2,000.00	\$4,359.99
CVHS	Youth and Government	\$2,000.00	\$2,000.00
GBS	Art Club	\$800.00	\$800.00
GBS	Drama	\$1,200.00	\$1,200.00
GBS	Flag Football	\$800.00	\$1,025.88
GBS	Floor Hockey	\$800.00	\$800.00
GBS	Garden Club	\$800.00	\$800.00
GBS	Graduation Coordinator	\$600.00	\$600.00
GBS	Gymnastics Club	\$1,600.00	\$1,600.00
GBS	Music - All State Band	\$400.00	\$499.26
GBS	Music - All State Chorus	\$400.00	\$499.26
GBS	Music - All State Orchestra	\$400.00	\$499.26
GBS	Music - Memorial Day Parade	\$400.00	\$499.26
GBS	Music - Select Chorus	\$2,000.00	\$2,000.00
GBS	New Hampshire Dance Institute	\$1,600.00	\$1,600.00
GBS	Recycling Club	\$800.00	\$800.00
GBS	Student Council	\$1,600.00	\$1,720.38
GBS	Yearbook	\$1,200.00	\$1,275.52
SMS	Art Club	\$800.00	\$800.00
SMS	Club - Environmental	\$800.00	\$1,257.26
SMS	Dance Team	\$1,600.00	\$1,600.00
SMS	Drama	\$1,600.00	\$1,600.00
SMS	Drama Tech	\$800.00	\$800.00
SMS	Golf Club - Middle School	\$1,200.00	\$1,200.00
SMS	Improv Club	\$800.00	\$800.00
SMS	Music - All State Band	\$400.00	\$499.26
SMS	Music - All State Chorus	\$400.00	\$499.26
SMS	Music - All State Strings	\$400.00	\$499.26
SMS	Music - Jazz Band	\$2,000.00	\$2,000.00
SMS	Music - Memorial Day Parade	\$400.00	\$499.26
SMS	Music - Select Chorus	\$2,000.00	\$2,000.00
SMS	New Hampshire Dance Institute	\$1,200.00	\$1,200.00
SMS	Newspaper	\$1,200.00	\$1,275.51
SMS	Peer Mediation	\$1,600.00	\$1,624.31
SMS	Robotics	\$2,800.00	\$2,800.00
SMS	Running Club	\$1,200.00	\$1,200.00
SMS	Science Club	\$800.00	\$1,370.98
SMS	Student Council	\$1,600.00	\$1,720.06
SMS	Volleyball	\$1,200.00	\$1,200.00
SMS	Weight Training - Winter/Spring	\$1,200.00	\$1,200.00
SMS	Yearbook	\$1,200.00	\$1,275.52

213-2019-CV-00069

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

EXHIBIT 4

AGREEMENT BETWEEN
THE WINCHESTER SCHOOL BOARD
AND
THE WINCHESTER TEACHERS'
ASSOCIATION

July 1, 2017 – June 30, 2019

TABLE OF CONTENTS

Article Number	Page Number
INDEX.....	iii
PREAMBLE	1
1. RECOGNITION	1
2. SCOPE OF AGREEMENT.....	1
3. ASSOCIATION RIGHTS.....	1
4. RENEGOTIATION.....	2
5. TEACHER EMPLOYMENT.....	4
6. STAFF DEVELOPMENT & TUITION REIMBURSEMENT.....	6
7. TEACHER EVALUATION.....	7
8. LEAVES OF ABSENCE.....	8
9. GRIEVANCE.....	12
10. NOTICES UNDER THIS AGREEMENT.....	14
11. COMPENSATION.....	14
12. INSURANCES.....	16
13. RETIREMENT.....	18
14. MISCELLANEOUS.....	19
15. TEACHERS' RIGHTS.....	19
16. EMPLOYEE DISCIPLINE.....	20
17. DURATION OF AGREEMENT.....	20
Signatures.....	Pages 20
Salary Schedules.....	Appendix A
Individual Teacher Contract Form.....	Appendix B
Dues Deduction Form.....	Appendix C

INDEX

PREAMBLE	1
1. RECOGNITION	1
1.1 Positions Included in Bargaining Unit	1
1.2 Non-Discrimination	1
2. SCOPE OF AGREEMENT	1
2.1 Reservation of Authority	1
2.2 Non-Delegation	1
3. ASSOCIATION RIGHTS	1
3.1 Use of Buildings	1
3.2 Orientation	1
3.3 Faculty Meetings	1
3.4 Posting of Notices	2
3.5 No Loss of Pay	2
3.6 School Day Access	2
3.7 Exclusive Rights of Association	2
3.8 Association Leave	2
3.9 Board Distribution of Materials	2
3.10 Dues Deduction Forms	2
4. RENEGOTIATION	2
4.1 Request to Negotiate	2
4.2 Negotiating Committee Authority	3
4.3 Ratification Required	3
4.4 Impasse	3
4.5 Mediation	3
4.6 Fact-Finding Process	3
4.7 Dispute Resolution Costs	4
4.8 Filing of Agreement with PELRB	4
4.9 By-pass of Mediation	4
4.10 Extensions	4
5. TEACHER EMPLOYMENT	4
5.1 Minimum Requirements for Teacher Hires	4
5.2 Work Year	4
5.3 Meetings, Parent Conferences and other Professional Duties	5
5.4 Notice of Credits for Salary Track Advancement	5
5.5 School Calendar	5
5.6 Duty Free Lunch	5
5.7 Preparation Time	5
5.8 Work Day and Professional Responsibilities	5
5.9 Safety and Management Loss Committee	6
6. STAFF DEVELOPMENT & TUITION REIMBURSEMENT	6
6.1 Staff Development	6
6.2 Tuition Reimbursement	6
7. TEACHER EVALUATION	7

7.1	Notice of Responsibilities and Criteria	7
7.2	Evaluation Benefit.....	7
7.3	Open Observations.....	7
7.4	Annual Evaluation Procedures.....	7
7.5	Personnel Files	7
7.6	Complaints	7
8.	LEAVES OF ABSENCE	8
8.1	Sick Leave.....	8
8.2	Partial Years' Service	9
8.3	Personal Leave	9
8.4	Bereavement Leave.....	9
8.5	Child Rearing Leave	9
8.6	Military Leave.....	10
8.7	Jury Duty.....	10
8.8	Professional Days.....	10
8.9	General Leave	10
8.10	Leaves: Re-Employment.....	10
8.11	Sabbatical Leave	10
8.12	Crime Victim Leave.....	12
9.	GRIEVANCE	12
9.1	Definition	12
9.2	Procedure	12
9.3	Teacher Rights	13
9.4	Extensions	14
10.	NOTICES UNDER THIS AGREEMENT	14
10.1	Notice to Board	14
10.2	Notice to Association.....	14
11.	COMPENSATION	14
11.1	Salary Schedule Placement	14
11.2	Deductions	15
11.3	Salary Schedule.....	16
11.4	Payment Schedule Election.....	16
11.5	Placement on Salary Schedule	16
11.6	Criminal Records Check	16
11.7	Recertification	16
12.	INSURANCES	16
12.1	Medical Insurance	16
12.2	Dental Insurance	17
12.3	Life Insurance and LTD Insurance.....	18
12.4	Health Insurance Reimbursement	18
13.	RETIREMENT	18
13.1	Retirement Stipend.....	18
13.2	Retirement Pay Plan on Accumulated Sick Leave	18
14.	MISCELLANEOUS	19
14.1	Copies of Agreement.....	19

14.2 Individual Contracts.....	19
14.3 Reduction in Force.....	19
14.4 Rights to Intellectual Property.....	19
15. TEACHERS' RIGHTS.....	19
16. EMPLOYEE DISCIPLINE.....	20
16.1 Forms of Discipline and Just Cause.....	20
16.2 Discipline Exclusions.....	20
17. DURATION OF AGREEMENT.....	20
Signatures.....	Page 20
Salary Schedules.....	Appendix A
Individual Teacher Contract Form.....	Appendix B
Dues Deduction Form.....	Appendix C

PREAMBLE

PREAMBLE: The Association, in collaboration with the Winchester School Board, agrees to provide excellence in teaching for each student in the Winchester School, in consideration of this Agreement.

1. RECOGNITION

1.1 Positions Included in Bargaining Unit.

For the purpose of collective negotiations, the Board recognizes the Association as exclusive representative of the teachers, non-supervisory/teaching assistant principal, librarians, and any new employees who instruct or teach at least three-fifths (3/5) of the school day and whose position is not administrative.

1.2 Non-Discrimination.

The employer agrees that it will in no way discriminate against or between bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, sexual orientation or place of residence.

2. SCOPE OF AGREEMENT

2.1 Reservation of Authority.

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.

2.2 Non-Delegation.

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

3. ASSOCIATION RIGHTS

3.1 Use of Buildings.

The Association and its representatives may use school buildings prior to the start of school and after school ends for Association business within the guidelines determined by the Building Principal. School equipment may be used by the Association on an "as available" basis with the guidelines determined by the Building Principal. However, expendable materials will be at the expense of the Association.

3.2 Orientation.

The Association in cooperation with the Building Principal, shall be given time on the agenda at the end of the orientation program for teachers to explain Association activities.

3.3 Faculty Meetings.

The Association shall be given an opportunity at faculty meetings to present announcements to members relevant to Association matters.

3.4 Posting of Notices.

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 bulletin boards. The Association may use faculty mailboxes for communications to members of the bargaining unit on matters of meetings and announcements. In each instance, the Building Principal shall be notified of such communication procedure and a copy of the communication shall be given to him/her if requested.

3.5 No Loss of Pay.

Employees shall suffer no loss of pay in conduct of negotiations or in filing or processing of grievances under this contract, which occurs during normal working hours.

3.6 School Day Access.

NEA Representatives shall be allowed to visit school property and see employees during the school day, provided she/he notifies the Building Administrator and there is no interruption of school activities.

3.7 Exclusive Rights of Association.

During the term of this agreement, the rights set forth in this Article shall not be granted to any other bargaining agent.

3.8 Association Leave.

The Board shall, upon notice in writing, grant up to one (1) person named by the Association, one (1) paid day in any school year to act as delegate to the Association's annual delegate convention. Notice shall reflect that such person has been named as a delegate and payment will require proof of attendance; in addition, the board shall, upon notice in writing, grant up to two (2) persons named by the Association, an aggregate total of two (2) paid days in any school year to attend NEA-NH training conferences or attend other Association business.

3.9 Board Distribution of Materials.

The Board agrees to provide a packet of information to each new employee. The packet shall contain a summary of benefits, a copy of the Collective Bargaining Agreement, and a school handbook if available.

3.10 Dues Deduction Forms.

Beginning April 2018, the District will include a copy of an Association Dues Deduction form (the form of which is attached as Appendix C) with a teacher contract for new hires and returning employees. Upon authorization by an employee, the District will deduct for Association dues and forward such deduction to the Association Treasurer. The District shall only be responsible for deduction of the sums from employee paychecks and for the forwarding of said sums in total to the Association Treasurer. The District shall be held harmless except for its obligation to withhold and forward deductions authorized by individual employees.

4. RENEGOTIATION

4.1 Request to Negotiate.

On or before September first (1st) of the prior year in which this agreement expires, the Association may, in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit its proposals, no later than September thirtieth (30th) at a meeting with the Board or its representatives in accordance with RSA 273-A, unless this deadline is extended by mutual agreement.

4.2 Negotiating Committee Authority.

The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this agreement.

4.3 Ratification Required.

Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board will warn the additional monies necessary to fund a ratified and executed Agreement in accordance with the provisions of the Ballot Law as adopted by the school district voters. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If the submitted budget is rejected at the District Meeting, the parties shall reopen negotiations according to RSA 273-A.

4.4 Impasse.

If after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement; either party may declare an impasse. In the event of impasse, the rules and procedures for Resolution of Disputes as outlined under RSA 272: A-12 shall be followed. The mediator will meet with the parties, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

4.5 Mediation.

If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his appointment, either party may, by written notification to the other, request that their differences may be submitted to fact-finding. Within five (5) days after receipt of the aforementioned written request, either party may request the Public Employee Labor Relations Board to send the parties a list of fact-finders in accordance with RSA-273: A. In the event that no agreement on a fact-finder can be reached by the parties, either party may request the American Arbitration Association to designate a fact-finder in accordance with the rules and procedures prescribed by it for making such designations.

4.6 Fact-Finding Process.

The fact-finder will, within forty-five (45) days after appointment, meet with the parties or their representatives or both, either jointly or separately, make inquiries and investigations, hold meetings, or to take such steps as deemed appropriate. This time constraint could be waived by mutual consent. Any such hearings will be held in closed session. The Board and the Association will furnish the fact-finder, upon request, with all records, papers, and information in their possession relating to the matter under investigation by or in issue before the fact-finder. If the dispute is not resolved prior thereof, the fact-finder will make findings of fact and make terms of settlement regarding the disputed matters submitted. The parties shall consider such recommendations as follows:

- 4.6.1 If either negotiating team rejects the fact-finder's recommendations, the findings and recommendations shall be submitted to the full membership of the employee organizations and to the Board of the public employer, which will vote to accept or reject as much of the recommendation as is otherwise permitted by law. If either party, the full membership of the employee organization of the Board of the public employer rejects the neutral party's recommendations, the findings and recommendations, shall be submitted to the legislative body of the public employer, which shall vote to accept or reject such recommendations.

4.6.2 If the impasse is not resolved following the actions of the legislative body, as set forth in (A) above, negotiations shall be reopened and mediation may be requested by either party.

4.7 Dispute Resolution Costs.

The costs for the services of any mediator and/or fact-finder including per diem expenses, if any, will be shared equally by the Board and the Association.

4.8 Filing of Agreement with PELRB.

A copy of any Agreement reached hereunder will be filed with the NH PELRB within thirty (30) days of its execution.

4.9 By-pass of Mediation.

The parties may, by mutual agreement, pass over mediation and go directly to fact-finding.

4.10 Extensions.

Time frames set forth in this Article may be waived or extended by mutual agreement.

5. TEACHER EMPLOYMENT

5.1 Minimum Requirements for Teacher Hires.

The Board agrees to hire as provided by appropriate New Hampshire Law and only those teachers who are certifiable by or hold appropriate credentials through the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and an appropriate waiver is granted.

5.2 Work Year.

For the purposes of this agreement, the work year for bargaining unit members will be up to one hundred and eighty-five (185) days in 2017-18, and one hundred and eighty-eight (188) days in 2018-19 and thereafter, to be allocated as follows:

One hundred and seventy-seven (177) teaching days in 2017-18, and one hundred and eighty (180) days in 2018-19 and thereafter.

Two (2) workshop days at beginning of school year, at least one of which will be uninterrupted time teachers to prepare classroom supplies.

Three (3) workshop days during the year to be determined by Administration with Union input.

Two (2) parent-conference days during school year

One (1) workshop day at end of school year to be used primarily for but not limited to recording grades, classroom take down and closing activities.

The District and the Association agree to form a committee to collaborate on the development and planning of yearly in service activities. The parties shall continue their current practice regarding the scheduling of parent conference days.

5.3 Meetings, Parent Conferences and other Professional Duties.

Teachers are expected to carry out their professional duties, which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, extra help to students, or conferences with administration, provided, however, that mandatory meetings shall be limited on one faculty meeting per month, one PLC meeting per month, two evening parent conference sessions per year, one open house, and one other evening meeting per year. Additionally, the District may schedule up to four early release days per year for students, upon which staff will be required to participate in collaborative data analysis or other administrative activities scheduled by the Superintendent. Other meetings may be called by administration in cases of emergency.

5.4 Notice of Credits for Salary Track Advancement.

Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes must notify the Superintendent in writing no later than November 1st of any contract year for impact in the next school year. Change of status will become effect in September at the beginning of any school year. Status will not change during the school year. The Superintendent must be notified in writing to later than November 1st of any school year of an anticipated change of status which will become effective upon the opening of school in the following September. Transcripts of courses taken prior to September, which enable a teacher to make a change, must be presented to the Superintendent.

5.5 School Calendar.

Before the School Board establishes the calendar for the school year, the Association shall have the opportunity to provide input. No later than January 10 of each year, the Association should initiate dialogue with the Superintendent regarding the calendar for the following year. Thereafter, the Superintendent will provide at least seven days' notice to the Association President for any Board meeting at which the calendar is on the Board agenda. The notice should include the then current draft calendar. The Board will not approve the final calendar for the next school year until February 28 at the earliest. In no event shall the first day of school for students fall after the Wednesday before Labor Day.

5.6 Duty Free Lunch.

Each teacher at the Winchester School shall be guaranteed a duty-free lunch of not less than twenty (20) minutes.

5.7 Preparation Time.

When students are attending unified arts programming, teachers shall be provided uninterrupted and unencumbered preparation time which will be forty-five (45) consecutive minutes long. Exceptions to this are early release days and workshop days. The parties agree that preparation time for teachers is designed to permit teachers to adequately prepare for curriculum presentation in their area of expertise so as to enhance its presentation and value to students. Should a teacher miss a preparation period, a substitute teacher will be assigned to his/her classroom for the lost preparation period within the next five (5) school days. In the event of an emergency the parties agree to cooperate to protect the welfare of students.

5.8 Work Day and Professional Responsibilities.

5.8.1 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible education to each and every student. The parties agree that the teachers' work day is not necessarily coterminous with that of their students. Notwithstanding the foregoing, the normal work day for teachers shall begin twenty (20) minutes before and end fifteen (15) minutes after the instructional day for students, which shall not be changed during

the term of this Agreement. For purposes of this Article, the instructional day for students shall not include before-school activities such as, for example, "academic jump start."

- 5.8.2 Teachers put in whatever time is necessary to carry out their professional duties, which may include faculty meetings, conferences with parents or students, extra help to students, open house, planning and developing curriculum, data entry, data analysis, or conferences with administration, as required. Such meetings shall be reasonable in duration and with reasonable notice, and shall be subject to Article 5.3. Absent exigent circumstances, meetings will not be scheduled on Friday evenings or on evenings before a school holiday.

5.9 Safety and Management Loss Committee.

- 5.9.1 The district agrees that any staff person that is involved in a meeting with a parent, student, or other person in which the staff person is uncomfortable in relation to his/her safety, may terminate the meeting and request that the meeting continue in an administrator's office. No staff person shall be required to attend a meeting in which he/she is reasonably concerned about his/her health, safety, or welfare.
- 5.9.2 The district agrees to establish a separate Management and Loss Committee for the purpose of meeting at least quarterly to review health and safety issues affecting school facilities and/or employees and to make recommendations for addressing such issues to the appropriate administrator. Copies of any recommendations will be sent to the School Board. The Association will send up to three (3) of its members to serve on this committee. The Business Administrator will convene the initial committee and thereafter the elected chairperson will convene and facilitate the meetings.
- 5.9.3 A committee shall be established made up of equal numbers from members of union and management to study workplace safety any recommendations shall be incorporated into Board Policy.

6. STAFF DEVELOPMENT & TUITION REIMBURSEMENT

6.1 Staff Development.

The Board shall continue its present practice of providing staff development workshops, seminars, etc., within the District at no cost to the teachers. In addition, the Board shall set aside a separate fund of \$11,000 per year to pay for workshops, seminars, etc., presented by outside providers. Funds for staff development will be divided into two equal halves. The first half of the funds will be made available July 1 for staff development opportunities between July 1 through January 1. The second half of the funds will be made available for professional opportunities between January 1 through June 30. Any funds left unclaimed or returned from the first half, shall be made available for the second half. Such funds will be in addition to the funds in section B, below. Teachers who have applied for non-credit professional development shall be reimbursed from this fund prior to have applying below. If these funds are expended, then teachers may apply under section 6.2, below.

6.2 Tuition Reimbursement.

The School District shall provide the sum \$18,000 per year to district teachers for the purpose of professional development and/or tuition reimbursements in college courses, workshops, seminars, and conferences. In addition, the School District shall pay the cost of "mandatory fees" for college courses. Mileage is not included for reimbursement.

- 6.2.1 To be eligible for reimbursement, a teacher must have received a grade of "B" or better (or "Pass" where the course has been taken Pass/Fail).
- 6.2.2 Teachers shall be eligible to receive prepayment for the course at the time of enrollment or may apply for reimbursement. In order to receive prepayment for the course, a teacher must show proof of enrollment. Such payment shall be made on a first-come, first serve basis. The teacher shall be eligible for payment per contract year for reimbursement of the equivalent cost eight (8) graduate credits at the Keene State College GRADUATE rate. The financial status of the tuition reimbursement account will be made available to district teachers no later than January 20 and May 20th of each contract year.
- 6.2.3 In the event that funds are not exhausted by April 1, teachers may apply for prepayment or reimbursement for additional courses, on a first-come, first serve basis.
- 6.2.4 In the event that the teacher does not receive at least a "B" or in a pass-fail course, a "pass," he/she shall have the amount of any prepayment deducted from his/her salary.

A year, for purposes of reimbursement shall be from July 1 until June 30.

7. TEACHER EVALUATION

7.1 Notice of Responsibilities and Criteria.

Upon employment, each teacher shall be made aware of their teaching responsibilities and the criteria for teacher evaluation will be made available to them.

7.2 Evaluation Benefit.

The parties agree that evaluation of teacher performance and effectiveness is a valuable asset in improving instruction and building the educational community.

7.3 Open Observations.

The observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.

7.4 Annual Evaluation Procedures.

Each teacher shall be evaluated at least once per year. Within fifteen (15) days of his/her evaluation, a teacher shall be given a copy of any evaluation report prepared by the Principal or Superintendent before the conference to discuss it. If dissatisfied with the evaluation conference, the teacher shall be given additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.

7.5 Personnel Files.

Each teacher shall be entitled to access of his/her personnel file at any time upon notice to the Superintendent or his/her designee. The teachers shall have the right to make appropriate response to any material contained in his/her personnel file and such response shall be made a part of the teacher's file. Reproduction of such material may be made by hand or copying machine, if available, by the teacher.

7.6 Complaints.

No record of a complaint against a teacher shall be incorporated into the teacher's file unless the teacher has been informed of the complaint, and the complaint has been investigated and substantiated. If a

record of such a complaint is incorporated into a teacher's file, the teacher shall have the right to provide a written response to the complaint, which shall be included along with the record of the complaint.

8. LEAVES OF ABSENCE

8.1 Sick Leave.

8.1.1 A teacher shall accrue sick leave days at a rate of one day per month at full pay, cumulative over a period of fifteen years to a maximum of one hundred fifty (150) days in any school year. Ten (10) days will be available to the teacher from the beginning of each year. Up to six (6) sick leave may be used to attend to a member of the employee's immediate family. Immediate family is defined as spouse, parent, parent in law or step parent, child or step child, or grandparent. A teacher may carry over a maximum of one hundred and fifty (150) days in any school year, so that the total number available to use in any one school year does not exceed one hundred sixty (160) days. Teachers shall be given a written accounting of their accumulative sick days in September of each year.

8.1.2 The Board agrees to establish a sick bank to cover teachers in the event of a long-term illness. Coverage by the sick bank may not be used for the immediate family as defined in section 8.1.1 above. The sick bank shall have a cap of 350 accrued days. The sick leave bank shall be administered by a committee composed of three (3) members, one each representing the Board, Administration, and Association, hereafter called the Administrative Committee. Members shall serve for one year or until their successor is appointed. The Administrative Committee shall meet within 10 school days after receiving a request. A majority of the members present shall constitute a quorum and a majority vote of those members and voting shall decide all questions.

Teachers wishing to be covered agree to donate one day from the sick leave days she/he has allowed to accrue in a one year period to be deposited in said bank, such days to be deducted from the teacher's annual sick leave.

In the event that the cap of 350 days is reached, teachers shall not be required to contribute to the sick bank.

Once the accrued number of days falls below 350, all teachers shall be required to contribute a day during the next enrollment period. The new enrollment period shall be September 1 to September 15.

New Teachers shall automatically become eligible to draw from the sick bank until a new enrollment period is necessary. (That is, the accumulated number of days in the bank falls below 350). At that time, all teachers who wish to participate in the sick bank must give one day. Teachers who do not contribute will not be eligible to become members of the sick bank until the next enrollment period.

Members shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness of disability provided she/he has exhausted all of their accrued sick leave and provided she/he has contributed to the Bank that current year.

Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee approved by said committee, a member may be granted up to thirty (30) additional days of sick leave. Should the member still be disabled after this time, he may request an additional thirty (30) days maximum.

Guidelines for application by an Association member to the "sick leave bank" shall be determined by the Administrative Committee and published by said Administrative Committee.

8.2 Partial Years' Service

If a teacher leaves the service of the District before the end of the contract year, and has used more sick leave than accumulated, the last pay will be adjusted accordingly.

8.3 Personal Leave:

A total of up to three (3) additional days leave per year may be granted for reasons as illness in the immediate family, pressing and unavoidable legal, confidential, personal, family, or business reasons which cannot be taken care of at a time other than during the regular school day and which requires the teacher's absence during working hours. Such leave must be approved in advance by the Building Principal except in extenuating circumstances when the Principal may waive advance notice. The teacher shall certify that the requested leave qualifies under this section as personal leave. It is agreed, "confidential" shall mean "for the Principal's eyes only." Immediate family as used here shall mean parents, step parents, surrogate parents, brother, sister, spouse, children, and grandparents, the same relatives of the spouse and any other person actually residing in the employee's household.

Additional leave other than stated here may be granted at the discretion of the School Board. This section excludes such things as social affairs, pleasure trips, and recreation.

Upon termination of employment in the District, all leave benefits, other than retirement, granted but not used, are also terminated.

8.4 Bereavement Leave.

When requested, employees shall receive bereavement leave with full pay per occurrence as follows:

Up to three (3) days: Aunt, Uncle, Niece, Nephew, Cousin, Close Personal Friend
Up to five (5) days: In-Law, Sibling, Parent, Grandparent, Spouse, Domestic Partner, Child
Additional or other bereavement leave may be granted at the discretion of the building administrator.

8.5 Child Rearing Leave.

All full time teachers in the District will be eligible for a leave of absence for the birth of his/her child or adoption proceedings. Such leave will be in addition to pregnancy-related disability leave, if any.

As soon as the adoption date or pregnancy due date is known, the teacher electing to apply for leave will complete a Certified Staff Leave Absence Request supplied by the District. The anticipated days of leave will be that designated by the teacher, provided one continues to be physically able to perform assigned duties as indicated by a personal physician. The Board shall be held harmless from any and all claims of a pregnant teacher in connection with the decision to continue to work while pregnant.

A leave of absence, without pay or other monetary benefits, except as allowed under FMLA, shall be allowed for a maximum of one calendar year following the semester (one half year) in which the leave of absence begins. This leave shall not be counted for the purpose of salary increments, seniority of service, or probationary time. The term of leave will be indicated by the teacher before the commencement of the leave. Requests to resume active employment prior to the commencement of the leave or earlier than the full term of the leave as originally requested will be granted by the Superintendent to the first available position for which the teacher is qualified and/or can be certified by the State Board of Education. The teacher will reconfirm an intention to return to work at least sixty (60) days before the end of the leave of

absence. In case of the termination of the pregnancy or the death of the child, the teacher will be reinstated, if so desired, within thirty (30) days of request.

8.6 Military Leave.

Military Leave of absence shall be granted by the Board in accordance with State and Federal Statutes.

8.7 Jury Duty.

Teachers called for and serving on Jury Duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave or personal days. The teacher shall be paid during such time an amount equal to the difference between salary and the compensation from such services. Satisfactory evidence, court issued pay stub(s), must be submitted to the immediate supervisor.

8.8 Professional Days.

A teacher may be granted time off with pay for professional reasons which benefit the school and/or the District and upon approval of the School Principal and the Superintendent of Schools or his/her designee. Professional leave with full pay for school visits, conferences, and training may be granted upon the approval of the School Principal and the Superintendent.

8.9 General Leave.

Leaves for any and all other reasons, paid or not paid, shall be granted at the discretion of the Board.

8.10 Leaves: Re-Employment:

When a teacher on authorized leave under this Article becomes available for reemployment, the teacher shall be given priority consideration for any open or unfilled position for which that teacher may be qualified at the time any such employee advises the Superintendent of availability. Qualification under this section shall mean certified or certifiable by the State Department of Education. All benefits to which a teacher was entitled at the time of his leave of absence commenced, will be restored upon return, and the teacher will be assigned to the same position held at the time said leave commenced, or a position for which the teacher is certified, as soon as said position becomes available. Eligibility for re-employment, under this Section, shall not extend beyond the next school year.

8.11 Sabbatical Leave.

8.11.1 **SELECTION:** The Selection Committee shall consist of the Superintendent or Assistant Superintendent of Schools, Winchester School Principal, Winchester School Teacher, and Board Member.

8.11.2 **DEADLINE FOR APPLICATION:** All applications and pertinent materials must be submitted by January 1 the preceding year. The decision of the Selection Committee will be made by December 1st of the preceding year and promptly submitted to the School Board for acceptance or rejection and notification made to the applicant by January 1st of the year in which the leave is to be taken.

8.11.3 **REASONS FOR LEAVE:** Leave will be granted only for professional improvement. It is agreed that "professional improvement" shall mean full time graduate study in an accredited college, university, or other institution of higher learning; travel which will materially and significantly improve the teacher's ability and capacity to teach; or any other activities, which would have significant value to the professional development of the teacher.

8.11.4 PERIOD OF LEAVE: Sabbatical leave will be granted only on a two-semester yearly basis.

8.11.5 SALARY: Salary will be based on a full year at half pay. The basis for computation will be the salary that would have been paid in the coming year (when leave is taken), in short, applicants will advance on step on the salary schedule.

Salary will be based on the total salary, but extracurricular compensation will not be included.

The School District will make its usual contribution to the Teachers' Retirement System, based on the half pay received by the applicant, and the successful applicant shall contribute.

While on leave, the teacher may continue his/her health insurance at the teacher's own expense. Salary will be disbursed in 21 payments.

8.11.6 CREDIT FOR LEAVE: Sabbatical leave will count as a year of experience in determining the person's proper step on the salary schedule upon return to the School District but not as a point toward the next sabbatical leave.

8.11.7 LENGTH OF STAY ON RETURNING: Any person accepting sabbatical leave will agree to return to the School District for the next two full school years. Prior release will be considered only if the individual repays in full the total amount of money expended by the School District toward sabbatical leave.

8.11.8 RETURN TO POSITION: The person on leave will return to the same type of position upon return without any decrease in salary or benefits.

8.11.9 REPORTS AND FORMS REQUIRED:

8.11.9.1 Transcripts from grades for each semester, if applicable, must be submitted to the Superintendent's Office. A statement from the appropriate college-office attesting to the fact that the applicant has enrolled in that college must be sent to the Superintendent's Office before the beginning of the next semester.

8.11.9.2 Any employee who has been accepted for a sabbatical leave working towards professional development on a non-degree oriented leave must submit a progress report of work completed. This will be sent to the Superintendent's Office by January fifteenth (15) of the current leave year. Accompanying this report will also be a brief outline of work to be accomplished over the second semester of the leave.

8.11.9.3 A full report to the School Board, oral and written, must be given upon return

8.11.10 IN-SERVICE CONTRIBUTION: The person will be expected to impart or share the results of study with teachers in the School District.

8.11.11 POINT SYSTEM: Seven (7) points are required to be eligible to apply for sabbatical leave. The present school year may not be counted for computing points. Points are awarded on the following basis:

One point for each year of teaching in the School district. Previous teaching experience may be considered for point credit.

- 8.11.12 **CRITERIA FOR SELECTION:** The proposal is judged by the Selection Committee to be in the best interest of the Winchester School District, considering the applicant's prior contribution to, and future promise in, the School District.
- 8.11.13 **ELIGIBILITY:** All full time teachers, administrators, supervisors, and consultants are eligible to apply for leave but no more than one person may be on leave at one time.
- 8.11.14 **LIMIT ON EARNINGS OR FINANCIAL AID:** No limit is set on the amount of scholarship aid, fellowship grants or graduate assistantships, or other financial considerations that may be received by the applicant provided that the satisfactory completion of the proposal is not jeopardized or diminished by part-time work as a graduate assistant or research aid, etc. in earning that grant or fellowship.
- 8.11.15 **FINAL DETERMINATION:** All applicants will be disallowed in the event that the voters do not appropriate the total School Budget as recommended by the School Board.

8.12 Crime Victim Leave.

A teacher who is a victim or is part of the immediate family of a homicide victim, minor child, or an incompetent adult who is a victim is entitled to take a leave of absence to attend court, legal, or other investigative proceedings associated with the prosecution of the crime.

To qualify for the leave, the teacher must provide copies of written notices of hearings, conferences, and meetings the teacher must attend as part of the criminal proceedings.

9. GRIEVANCE

9.1 Definition.

A grievance is defined as an alleged violation of a specific article or section of this Agreement or any dispute with respect to its meaning or application.

An individual teacher, a group of teachers, or the Association may present a grievance to the Board or its designated representative and have the grievance adjusted as long as the adjustment is not inconsistent with the terms of the Agreement.

9.2 Procedure.

9.2.1 **INFORMAL:** Within twenty (20) school days of the time a grievance either arises, the employee, directly or accompanied by the Building Representative or Association Representative, will present the grievance to the Principal. Within five (5) school days after presentation of the grievance, the principal shall provide an answer verbally to the employee.

9.2.2 **FORMAL:**

STEP 1: S1-a Within ten (10) school days of the verbal, answer if the grievance is not resolved it shall be stated in writing, signed by the grievant, and lodged with the Principal.

S1-b The "Statement of Grievance" shall state the facts giving rise to the grievance, shall identify by appropriate references all the provisions of this Agreement alleged to be violated, shall state the contention of the grievant with respect to these provisions, and shall indicate the specific relief requested.

S1-c Within five (5) school days after receiving the grievance, the Principal shall communicate an answer in writing to the grievant.

STEP 2: S2-a If the grievance is not resolved in Step 1, the grievant may, within ten (10) school days of the Principal's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Principal involved at the same time.

S2-b The Superintendent or his/her designated representative shall give the grievant an answer in writing no later than ten (10) school days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

S2-c If the grievance is not settled at this level, within ten (10) school days from receipt of the answer rendered at this level, the grievance may be referred by the Association to arbitration as set forth herein. In the event, the grievance is submitted to arbitration, the procedures under Step 3 will be followed. In the event, the parties mutually agree in writing the decision of the arbitrator shall be binding; otherwise, it shall be advisory.

STEP 3: S3-1 If the matter is referred to arbitration, the grievant shall apply to the American Arbitration Association within thirty (30) days of the answer received in Step Two to name an arbitrator under and in accordance with the rules of the American Arbitration Association.

S3-2 The Arbitrator shall investigate and make a decision in cases of alleged violation of the specific articles and sections of this Agreement but have no power or authority to do other than interpret and apply the provisions of this Agreement and shall have no power to add to or subtract from, alter, or modify any of the said provisions. The Arbitrator shall have no authority to interpret or apply external statute or external administrative regulations including the NH Fair Dismissal Law, RSA-189:14-A. The Arbitrator's decision shall be advisory only. The Board may implement the decision in completely or in part or may meet with the Association to discuss the alternatives. The Board agrees to pay seventy-five (75) percent and the Association agrees to pay twenty-five (25) percent of the fees and expenses of the arbitration.

9.3 Teacher Rights.

9.3.1 Nothing contained herein shall deny to any teacher rights under State or Federal Constitutions or laws.

9.3.2 Grievances shall not be made a part of an employee's personnel file or used in making employment references.

9.3.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the grievant to proceed to the next step.

9.3.4 A teacher covered by the Agreement shall have the right to have an Association representative present at any time, if requested by the teacher.

9.4 Extensions.

The parties may mutually agree to extend any timelines previously referred to in this Article. Any such extension shall be agreed to in writing.

10. NOTICES UNDER THIS AGREEMENT

10.1 Notice to Board.

Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Winchester School Board Chairperson at his/her current address and a duplicate copy of such written notice shall be sent to the Office of the Superintendent of School Administrative Unit #94.

10.2 Notice to Association.

Whenever written notice to the Winchester Teachers' Association is provided for in this Agreement, such notice shall be addressed to the President of the Winchester teachers' Association at his/her current address.

11. COMPENSATION

11.1 Salary Schedule Placement.

All teachers shall be placed on the step as specified in the salary schedules in Appendix A, and corresponding to their experience and academic achievement.

Teachers shall be advanced on step on the pay scale for each year, which she/he has taught. Increments will be denied only for unsatisfactory work performance as determined by evaluations conducted by provisions of Article 4.

New hires shall be placed on the salary scale commensurate with their currently employed colleagues with the same credentials, education, and experience.

When placing teachers on the appropriate step, a year of teaching experience will be given for years spent as a certified teacher in a public school, Title I teaching, private accredited school teacher, licensed pre-school teaching and teaching for at least 85 school days within one school year.

For new teachers being placed on the salary schedule who are already at the "off step" level, they will be paid at the last step of the appropriate lane, plus the cost of living increase for that year.

Teachers who move up an education level will be placed at their appropriate step in the new track. Teachers who are "off step" will be placed on the last step of the new track. If the teacher is already at or past the last step of the new track based on experience, he/she will receive an increase equivalent to the difference between the last step of the current lane and the same step of the new lane, plus the cost of living increase for the year.

Example for clarification (using the salary schedule for school year 2018-19): Teacher is on the BA schedule off step and just completed the requirements for BA+15. If the teacher has 11 years' experience, he/she would be placed on Step 12 (last step) of BA +15. If the teacher has 12 or more years of experience, the teacher would receive the difference between BA Step 10 and BA +15 Step 10, which is \$1,090, plus the cost of living increase.

11.2 Deductions.

The Board agrees, upon request of a teacher to affect the following deductions from a teacher's salary:

- 11.2.1 Payment to an established tax sheltered teachers' annuity plan properly qualified under applicable Federal law.
- 11.2.2 All deductions required by law.
- 11.2.3 Deductions for dues and fair share service fees to the Winchester Teachers' Association, NEA-NH and NEA, in accordance with the following:
 - 11.2.3.1 The Board agrees to deduct from the salaries of its employees, union dues or service fees for the Winchester Teachers Association, National Education Association-New Hampshire, and the National Education Association, as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association.
 - 11.2.3.2 Although it is agreed that union membership is not a mandatory condition of employment, effective July 1, 2011 all employees covered by this Agreement who are members of the bargaining shall be required to pay dues or a service fee for the expenses incurred by the Association related to collective bargaining, including but not limited to negotiations, grievance and arbitrations, and actions taken under RSA 273-A, in an amount not greater than Association dues. Employees have the right to object to payment of a service fee and the Association will provide justification for the amount of the service fee charged.
 - 11.2.3.3 The Association will certify to the District, the current rate of its union membership dues or service fee. If the Association changes the rate of its Association membership dues or service fee, it will give the District thirty (30) days written notice, prior to October 15 of the year of such change.
 - 11.2.3.4 Deductions referred to in Section 1 above will begin within thirty (30) days of the District's receipt of authorization from the employee.
 - 11.2.3.5 The District's receipt of authorization from the employees who are in the bargaining unit on or before September 15 or each year and shall provide the Association with the names of employees who are hired after the September 15 within ten (10) days of the date of hire.
 - 11.2.3.6 The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues or a service fee for the Association.
 - 11.2.3.7 The Association shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.
- 11.2.4 Deductions for the Service Credit Union.
- 11.2.5 Deductions for an IRS Section 125 Plan to be used for all qualified expenses.

11.2.6 Deductions representing moneys owed by the employee to the District pursuant to a specific repayment/recapture provision of this Agreement (e.g., Article 6.2.4).

11.3 Salary Schedule.

Salaries for teachers are contained in Appendix A.

11.4 Payment Schedule Election.

Teachers may elect to receive their annual salary in one of the following ways:

11.4.1 Twenty-six (26) pays spread throughout the calendar year

11.4.2 Twenty-one (21) pays spread throughout the school year

11.4.3 Twenty (20) pays plus one (1) lump sum payments, the latter to be paid at the end of the school year. The lump sum payment shall include the payment for the last regular pay in the school year.

11.5 Placement on Salary Schedule.

Qualified teachers will be placed on their appropriate track as follows:

11.5.1 Credits sought beyond BA or MA must have been achieved after the awarding of a BA or MA;

11.5.2 Persons seeking consideration for track change must submit their request along with their transcripts with prior approval from the Superintendent of Winchester not later than November 1st of the prior year in which any change is requested in order to insure timely inclusion in the Board's budget request(s);

11.5.3 Any track change(s) will require the prior approval of the Superintendent of Schools or designee.

11.6 Criminal Records Check.

The school district will pay 100% of the cost for criminal record checks.

11.7 Recertification.

The District will pay 100% of Department of education re-certification costs.

12. INSURANCES

12.1 Medical Insurance.

12.1.1 The School Board agrees to provide coverage through the following health care plan options to eligible employees covered by this agreement:

1. Blue Choice 3 Tier
2. AB5(07)-R\$3/15M\$1

Employees may select single, two person, or family coverage.

The Board will contribute the following amounts toward the annual premium costs of the plan selected:

- A. Effective July 1, 2017 the Board will pay:

- 83% of the premium cost of option 1; or
- 91% of the premium cost of option 2 above.

B. Effective July 1, 2018 the Board will pay:

- 81% of the premium cost of option 1; or
- 89% of the premium cost of option 2 above.

- 12.1.2 During the term of this Agreement, the District may offer alternative (additional) medical plans to employees of the District, and bargaining unit members may elect to participate in such plans on the same terms and conditions as other employees. The District may offer incentives to encourage employees to elect these alternative plans or to elect less expensive current plans, provided that the incentives shall not increase the cost of the current plans for bargaining unit members.
- 12.1.3 The prescription plans in effect that accompany the medical plans are subject to change based upon availability through the insurance carrier. If a current plan is no longer offered, it will be replaced with the most closely matched alternative option available through the carrier that does not result in higher plan costs.
- 12.1.4 Additionally, the parties may reopen negotiations at any time, upon mutual agreement, to consider changes in health insurance. The parties shall form an advisory committee consisting of equal numbers of Association representatives and School Board representatives who will research and evaluate insurance options and provide information.
- 12.1.5 Each year the District will provide each bargaining unit member open enrollment information and an election form, to accompany the individual member's contract, which information will include, among other things, plan information, opt-out information (per §11.4), and the period for enrollment.
- 12.1.6 In the event that any of the health insurance plans offered by the District is projected as of January 1, 2019 to trigger imposition of an excise tax or so-called "Cadillac Tax", then irrespective of how such tax is to be imposed (e.g., against the insurer, the District, individual employees, etc.), the parties agree to exchange, by February 1, 2019, proposals limited to identifying a health insurance plan that complies with the Affordable Care Act, as the same may be amended or replaced, and that does not result in the imposition of such tax, and proposals addressing the distribution of any savings realized as a result of changing insurance plans. The parties acknowledge that coverage and benefits available under the plans they propose may modify and/or reduce coverage and benefits currently available. The parties further agree that such proposals should be designed to the extent reasonably practicable, so that savings realized as a result of changing health insurance plans, not including the avoided excise tax, are passed on to the employees directly - and to the extent - impacted by the change in plans.

If the parties are not able to agree on an alternative plan or savings distributions, proposals will be submitted to binding arbitration with a mutually acceptable arbitrator no later than March 15, 2019. In the event the parties cannot agree on an arbitrator, the NH PELRB will appoint one. After hearing from both parties, the arbitrator will choose one of the two proposals to be implemented in advance of any tax assessment.

12.2 Dental Insurance.

Delta Dental Plan A, B and C with a \$1,000 yearly cap and Board agree to contribute as follows:

Effective July 1, 2011 the Board will pay 90% of the current cost of the plan.

The parties agree to consider health insurance alternatives submitted by the Association during the term of this agreement. If any such proposal(s) are found to mutually acceptable to the parties then subject to provider eligibility and timetables(s) and the best interest of both the Association and the Board and consistent with the terms and conditions of this agreement the parties may adopt and implement any such plan by mutual agreement.

12.3 Life Insurance and LTD Insurance.

The Board shall provide a life insurance policy of \$40,000.00 for the term of this Agreement for each employee at no cost to the employee, also, the School Board will pay the cost to provide long term disability insurance coverage with a waiting period of 120 calendar days with benefits of 70% of salary payable to the Social Security Normal Retirement Age (SSNRA) with a maximum benefit of up to \$6,000.00 per month. New employees shall be eligible for long term disability insurance forty five (45) days after their first day of employment with the District.

12.4 Health Insurance Reimbursement.

Employees who show proof of otherwise being covered by a health insurance plan roughly comparable to any plan offered by the District will receive a buyout of \$3,500 for opting out of the insurance coverage through the District. Such employees must retain coverage throughout the entire school year. Buyout amounts will be \$1,750 each for the period July 1 – December 31, and January 1 through June 30. In order to receive the payments, the employee must provide evidence that he/she maintained insurance coverage for the respective period, with such evidence due by the 10th of December for the first period, and by June 10th of the second period. Payments will be made by the 30th of the month proof of coverage is due. The opt-out election must be during the open enrollment period (currently May 1st through June 15th), or within the period of plan election for new hires, or forms to be supplied by the District. For new hires electing an opt-out, the payment will be pro-rated.

13. RETIREMENT

13.1 Retirement Stipend.

Persons who otherwise qualify for retirement under the provisions of the New Hampshire Retirement System and who have worked 20 years or more in the Winchester School District will receive a retirement stipend of \$300.00 per year for each year worked in the District, payable in one lump sum in June of the year of retirement. No more than three (3) retirements per year shall qualify for this stipend. In the event that there are more than three (3) applications, seniority will control the selection. (Notice must be given by November 1st of the year prior to the year retiree intends to retire 19 months prior to retirement).

13.2 Retirement Pay Plan on Accumulated Sick Leave.

Upon retirement, a teacher shall be awarded financial incentive for unused sick leave days according to the following conditions: The teacher must have been an employee of the District for a minimum of ten (10) years of service and must be at least fifty-five (55) years of age. The teacher must have met the requirements of the state retirement plan: The teacher must notify in writing the Office of the Superintendent not later than November 1 of the last year of employment in the District.

Provided the teacher has met the above requirements, the teacher will receive the following:

0-74 days

No Money

75-150 days

\$50.00 per day

Therefore, a teacher who meets all requirements to retire and who has accumulated 150 days sick leave would if they retired at the end of the school year would receive a lump sum payment or contribution to an existing district-sponsored 403(b) account of \$7,500. In each case such payment would be subject to state, federal and other appropriate deductions. Such payment would require a prior notification not later than November 1st of the prior year in which any such teacher plans to retire and would be paid on or before June 30th in the year in which said teacher does in fact retire. The payment is also subject to the Board securing the necessary funds at the School District Meeting following the teacher's notification of intent to retire as set forth herein.

14. MISCELLANEOUS

14.1 Copies of Agreement.

After ratification of this Agreement by the School Board and the Association, the Board will post a copy of the school district's website and requested paper copies will be printed at the expense of the Board within sixty (60) working days. The time limit may be extended by mutual agreement.

14.2 Individual Contracts.

Any individual contract between the District and an individual teacher, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement and Appendix B, contract sections 1, 2, 3, A-H. If an individual contract contains any language inconsistent with this Agreement and Appendix B it shall be considered invalid and this Agreement during its duration shall be controlling.

14.3 Reduction in Force.

The present policy on Reduction in Force adopted by the School Board (Policy GCQA) shall not be altered during the life of the Agreement.

14.4 Rights to Intellectual Property.

Intellectual Property created, made, or originated by a bargaining unit member shall be the exclusive property of the bargaining unit member and the District. The District will only use the property within the District, and the District will not object to use by the bargaining unit member outside the District.

15. TEACHERS' RIGHTS

Pursuant to the New Hampshire Public employment Labor Relations Law, the Employer hereby agrees that every eligible employee of the District shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Law or other Laws of New Hampshire or the Constitution of New Hampshire and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association.

16. EMPLOYEE DISCIPLINE

16.1 Forms of Discipline and Just Cause.

No teacher shall be disciplined without just cause. Discipline shall be defined as an oral or written reprimand, withholding of a salary increase or increment a non-renewal, suspension or a discharge.

16.2 Discipline Exclusions.

Such discipline shall exclude any action taken by the Board or Administration concerning the non-renewal of a non-continuing contract teacher.

17. DURATION OF AGREEMENT

This Agreement is for two years, July 1, 2017 – June 30, 2019.

The Winchester School Board

Date: June 29, 2017

Date: June 29, 2017

Date: June 29, 2017

By: [Signature]

By: [Signature]

By: [Signature]

The Winchester Teachers' Association

Date: July 7, 2017

Date: July 13, 2017

Date: July 31, 2017

By: [Signature]

By: [Signature]

By: [Signature]

WinWinchester007A/Agg/25/0000000A/07A/01/10/001/00000000

APPENDIX A

2017-2018

- All eligible employees move 1 step effective July 1, 2017.
- Each off-step employee as of the first day of school for school year 2017-18 will receive a \$1,250 salary increase over his/her 2016-17 salary. Each such employee will receive an additional increase equal to .0109% of their salary after the \$1,250 increase to reflect the two day increase to the number of work days.
- The 2017-18 schedule includes the following changes from the 2016-17 salary schedule:
 - all cells increased by 1.4%
 - all step 1 tracks increased by an additional \$450
 - all step 2 tracks increased by an additional \$300
 - all step 3 tracks increased by an additional \$150.
 - additional increase of .0109% to reflect two extra work days
- Additionally, the District has funded an "Equitable Pool" of \$5,000 for allocation to employees in 2017-18 who are out of sync with colleagues. Distribution to be determined by committee of one board member, one administrator, and one association member. Committee to meet first time prior to May 15, 2017 with results due by June 8. (The committee will establish allocation from the Equity Pool for both years of this Agreement. See Year 2.) The result of an allocation from the Equity Pool will be continuous (i.e., if an off step employee receives an increase of \$450 from the Equity Pool, that \$450 will be included in his/her base salary for 2018-19).

2017-18 Salary Schedule					
	BA	B15	M	M15	M30
1	36,510	37,412	39,814	41,291	44,149
2	37,035	37,952	40,400	41,853	44,762
3	37,567	38,503	40,996	42,613	45,584
4	38,114	39,067	41,606	43,259	46,286
5	38,827	39,798	42,384	44,073	47,159
6	39,554	40,542	43,179	44,896	48,039
7	40,294	41,301	43,986	45,738	48,939
8	41,048	42,076	44,809	46,591	49,853
9	41,817	42,862	45,647	47,466	50,789
10	42,599	43,664	46,503	48,354	51,739
11		45,061	47,990	49,901	53,394
12		46,506	49,529	51,501	55,106
13			53,493	55,615	59,508
14				57,397	61,415
15					63,026
16					64,454

2018 - 2019

- All eligible employees move 1 step effective July 1, 2018.
- Each off-step employee as of the first day of school for school year 2018-19 will receive a \$1,250 salary increase over his/her 2017-18 salary. Each such employee will receive an additional increase equal to .0162% of their salary after the \$1,250 increase to reflect the three day increase to the number of work days.
- The 2017-18 schedule includes the following changes to the 2016-17 salary schedule:
 - all cells increased by 0.8%
 - additional increase of .0162% to reflect three extra work days.
- Additionally, the District has funded an "Equitable Pool" of \$5,000 for allocation to employees in 2018-19 who are out of sync with colleagues. Allocation to be determined by June 8, 2017 as described above for 2017-18. The result of an allocation from the Equity Pool will be continuous (i.e., if an off step employee receives an increase of \$450 from the Equity Pool, that \$450 will be included in his/her base salary for 2019-20).

2018-19 Salary Schedule					
	BA	B15	M	M15	M30
1	37,381	38,304	40,763	42,276	45,202
2	37,918	38,856	41,363	42,851	45,829
3	38,463	39,421	41,973	43,628	46,671
4	39,022	39,998	42,598	44,291	47,389
5	39,753	40,746	43,394	45,124	48,283
6	40,497	41,508	44,208	45,966	49,185
7	41,254	42,285	45,035	46,828	50,106
8	42,027	43,079	45,878	47,702	51,041
9	42,814	43,883	46,735	48,598	51,999
10	43,615	44,705	47,611	49,507	52,972
11		46,135	49,134	51,091	54,667
12		47,615	50,710	52,729	56,420
13			54,768	56,941	60,927
14				58,766	62,879
15					64,529
16					65,991

APPENDIX B

NEW HAMPSHIRE ANNUAL TEACHER CONTRACT

This Agreement made DATE by and between WINCHESTER SCHOOL DISTRICT, hereinafter called the District and NAME, thereafter called the Teacher.

1. The District agrees to employ the Teacher for the ensuing year from DATE to DATE at an annual salary of \$SALARY (Step) to be paid in bi-weekly installments.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations that may be enacted relative to the school and teachers.
3. It is mutually agreed:
 - a. That the school year shall be [177 school days – in 2017-18] and [180 school days in 2018-19 and thereafter] and 8 other days devoted to school and educational work, plus one day of orientation for new staff members.
 - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to occupy, or as otherwise provided in the Collective Bargaining Agreement ("CBA") between the Winchester School Board and the Winchester Teachers' Association.
 - c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the teacher's certificate, license or permit is revoked by the Commissioner of Education.
 - d. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
 - e. That except as provided in paragraphs, b, c and d, above, this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - f. That the District and Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
 - g. That the District agrees that there shall be no discrimination in its educational programs, activities, or employment practices on the basis of race, color, religion, national origin, primary language, sex, age, marital status, sexual orientation, domicile or physical or mental disability.

h. That the Teacher may choose the method of payment of their annual salary. Method chosen will be in force for the contract year. (See reverse side to choose method. The method you choose is final.)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Teacher

By: _____
School Board Chair

Date: _____

Date: _____

APPENDIX C

WINCHESTER TEACHERS' ASSOCIATION DUES DEDUCTION AUTHORIZATION

NAME: _____

(Please Print)

I hereby authorize the School Board (the "Board") of the Winchester School District (the "District") to withhold from my salary the sum of \$_____ per pay period during school year 201__ - 201__ for membership in the Winchester Teachers' Association (the "Association") membership dues as follows:

The sum thus to be withheld over twenty-one (21) pay periods is hereby assigned by me to the Association, and is to be remitted by the District to the Treasurer of the Association and, having done so, the District and the Board shall be held harmless from any claim(s) in connection with the provisions for Appendix B of the Agreement. It is further agreed that the District and the Board assume no financial liability, and shall be held harmless except for the act of forwarding on a monthly basis (by the 15th of each month) any funds which have been authorized and deducted through the last pay period of the preceding month.

This authorization and assignment shall continue in full force and effect until June 30, 20__ or revoked by me. Such revocation shall be affected by written notice, delivered to the District's business office no less than thirty (30) days prior to the revocation date, with a copy to the Association.

SIGNATURE _____ DATE _____

213-2019-CV-00069

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

EXHIBIT 5

**TOTAL COMPENSATION STATEMENT**

2019 HMO Health Plan & Dental Plan, SEA Contributions
Sample Illustration for Full-Time Employee, SEA

Instructions to Agencies: To complete this illustration, enter the applicable "Annual Base Salary". Under "Health and Dental Insurance Plans", select the applicable coverage level (Employee Only, Employee + One or Family) from the drop down menu to reflect the appropriate employee and agency contributions.

		Annual Base Salary	
		\$28,100.00	
		Employee	Percent of
		Contributions	Annual Salary
		State of NH Contributions	Percent of
			Annual Salary
Health and Dental Insurance Plans			
Group Insurance Benefits			
Select Option (Employee Only, Employee + One or Family Coverage)		Family	
• Annual Health Insurance Contributions		\$1,560.00	\$26,721.24
• Annual Dental Insurance Contributions		\$156.00	\$1,675.96
• \$50,000 Employee Life Insurance		\$0.00	\$16.80
Total Group Insurance Benefits		\$1,716.00	\$28,414.00
NHRS Retirement Plan			
• Annual Retirement Pension (7% EE w/12.15% ER Match)		\$1,967.00	\$3,414.15
Visit "NHRS.org" for information on actual plan vesting and benefits.			
Total Projected Value of Health & Pension Benefits		\$3,683.00	13.1%
			\$31,828.15
			113.3%
TOTAL PROJECTED COMPENSATION (Salary + Benefits) at End of 1 st Year*			\$59,928.15
* Total projected compensation at end of first year may vary based on actual employee benefit elections and changes to pay/hours during the year.			
Work/Life Balance (1 st Year Earned/Paid Time Off)			
• Annual Holiday Accrual (10 Paid Holidays + 3 Float per Year)			\$1,405.00
• Annual Paid Leave (12 days accrual in 1 st Year)			\$1,296.92
• Annual Sick Leave (15 days accrual in 1 st Year)			\$1,621.15
			\$4,323.08
			15.4%
Additional Benefits			
• Flexible Spending Healthcare and Childcare Reimbursement Accounts (Pre-Tax)			
• State Deferred Compensation 457(b) plan (Pre-Tax or Roth)			
• Supplemental Employee Life & AD&D Benefits (up to 4 x Pay)			
• Supplemental Term & AD&D Life Benefits for Spouse and Children			
• Free Employee Assistance Program (EAP) for Employees & Family Members			
• Incentive-based Wellness Program			

213-2019-CV-00069

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

EXHIBIT 6

**TOTAL COMPENSATION STATEMENT**

2019 HMO Health Plan & Dental Plan, SEA Contributions
 Sample Illustration for Full-Time Employee, SEA

Instructions to Agencies: To complete this illustration, enter the applicable "Annual Base Salary". Under "Health and Dental Insurance Plans", select the applicable coverage level (Employee Only, Employee + One or Family) from the drop down menu to reflect the appropriate employee and agency contributions.

		Annual Base Salary			
		\$35,634.00			
		Employee Contributions	Percent of Annual Salary	State of NH Contributions	Percent of Annual Salary
Health and Dental Insurance Plans					
Group Insurance Benefits		Employee Only			
Select Option (Employee Only, Employee + One or Family Coverage)					
• Annual Health Insurance Contributions		\$520.00		\$8,318.44	
• Annual Dental Insurance Contributions		\$52.00		\$494.78	
• \$50,000 Employee Life Insurance		\$0.00		\$16.80	
Total Group Insurance Benefits		\$572.00		\$8,830.02	
NHRS Retirement Plan					
• Annual Retirement Pension (7% EE w/12.15% ER Match)		\$2,494.38		\$4,329.53	
Visit "NHRS.org" for information on actual plan vesting and benefits.					
Total Projected Value of Health & Pension Benefits		\$3,066.38	8.6%	\$13,159.55	36.9%
TOTAL PROJECTED COMPENSATION (Salary + Benefits) at End of 1 st Year*				\$48,793.55	
* Total projected compensation at end of first year may vary based on actual employee benefit elections and changes to pay/hours during the year.					
Work/Life Balance (1 st Year Earned/Paid Time Off)					
• Annual Holiday Accrual (10 Paid Holidays + 3 Float per Year)				\$1,781.70	
• Annual Paid Leave (12 days accrual in 1 st Year)				\$1,644.65	
• Annual Sick Leave (15 days accrual in 1 st Year)				\$2,055.81	
				\$5,482.15	15.4%
Additional Benefits					
• Flexible Spending Healthcare and Childcare Reimbursement Accounts (Pre-Tax)					
• State Deferred Compensation 457(b) plan (Pre-Tax or Roth)					
• Supplemental Employee Life & AD&D Benefits (up to 4 x Pay)					
• Supplemental Term & AD&D Life Benefits for Spouse and Children					
• Free Employee Assistance Program (EAP) for Employees & Family Members					
• Incentive-based Wellness Program					

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

213-2019-CV-00069

EXHIBIT 7

**TOTAL COMPENSATION STATEMENT**

2019 HMO Health Plan & Dental Plan, SEA Contributions
 Sample Illustration for Full-Time Employee, SEA

Instructions to Agencies: To complete this illustration, enter the applicable "Annual Base Salary". Under "Health and Dental Insurance Plans", select the applicable coverage level (Employee Only, Employee + One or Family) from the drop down menu to reflect the appropriate employee and agency contributions.

		Annual Base Salary	
		\$69,359.00	
		Employee Contributions	Percent of Annual Salary
		State of NH Contributions	Percent of Annual Salary
Health and Dental Insurance Plans			
Group Insurance Benefits			
Select Option (Employee Only, Employee + One or Family Coverage)			
Employee Only			
• Annual Health Insurance Contributions		\$520.00	\$8,318.44
• Annual Dental Insurance Contributions		\$52.00	\$494.78
• \$50,000 Employee Life Insurance		\$0.00	\$16.80
Total Group Insurance Benefits		\$572.00	\$8,830.02
NHRS Retirement Plan			
• Annual Retirement Pension (7% EE w/12.15% ER Match)		\$4,855.13	\$8,427.12
Visit "NHRS.org" for information on actual plan vesting and benefits.			
Total Projected Value of Health & Pension Benefits		\$5,427.13	7.8%
TOTAL PROJECTED COMPENSATION (Salary + Benefits) at End of 1st Year*		\$86,616.14	
* Total projected compensation at end of first year may vary based on actual employee benefit elections and changes to pay/hours during the year.			
Work/Life Balance (1 st Year Earned/Paid Time Off)			
• Annual Holiday Accrual (10 Paid Holidays + 3 Float per Year)			\$3,467.95
• Annual Paid Leave (12 days accrual in 1 st Year)			\$3,201.18
• Annual Sick Leave (15 days accrual in 1 st Year)			\$4,001.48
			\$10,670.62
			15.4%
Additional Benefits			
• Flexible Spending Healthcare and Childcare Reimbursement Accounts (Pre-Tax)			
• State Deferred Compensation 457(b) plan (Pre-Tax or Roth)			
• Supplemental Employee Life & AD&D Benefits (up to 4 x Pay)			
• Supplemental Term & AD&D Life Benefits for Spouse and Children			
• Free Employee Assistance Program (EAP) for Employees & Family Members			
• Incentive-based Wellness Program			

213-2019-CV-00069

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

EXHIBIT 8


TOTAL COMPENSATION STATEMENT

2019 HMO Health Plan & Dental Plan, SEA Contributions
Sample Illustration for Full-Time Employee, SEA

Instructions to Agencies: To complete this illustration, enter the applicable "Annual Base Salary". Under "Health and Dental Insurance Plans", select the applicable coverage level (Employee Only, Employee + One or Family) from the drop down menu to reflect the appropriate employee and agency contributions.

		Annual Base Salary	
		\$35,634.00	
Health and Dental Insurance Plans		Employee Contributions	Percent of Annual Salary
		State of NH Contributions	
		Percent of Annual Salary	
Group Insurance Benefits			
Select Option (Employee Only, Employee + One or Family Coverage)		Employee + One	
• Annual Health Insurance Contributions		\$1,040.00	\$16,635.84
• Annual Dental Insurance Contributions		\$104.00	\$942.24
• \$50,000 Employee Life Insurance		\$0.00	\$16.80
Total Group Insurance Benefits		\$1,144.00	\$17,594.88
NHRS Retirement Plan			
• Annual Retirement Pension (7% EE w/12.15% ER Match)		\$2,494.38	\$4,329.53
Visit "NHRS.org" for information on actual plan vesting and benefits.			
Total Projected Value of Health & Pension Benefits		\$3,638.38	10.2%
		\$21,924.41	
		61.5%	
TOTAL PROJECTED COMPENSATION (Salary + Benefits) at End of 1 st Year*		\$57,558.41	
* Total projected compensation at end of first year may vary based on actual employee benefit elections and changes to pay/hours during the year.			
Work/Life Balance (1 st Year Earned/Paid Time Off)			
• Annual Holiday Accrual (10 Paid Holidays + 3 Float per Year)		\$1,781.70	
• Annual Paid Leave (12 days accrual in 1 st Year)		\$1,644.65	
• Annual Sick Leave (15 days accrual in 1 st Year)		\$2,055.81	
		\$5,482.15	
		15.4%	
Additional Benefits			
• Flexible Spending Healthcare and Childcare Reimbursement Accounts (Pre-Tax)			
• State Deferred Compensation 457(b) plan (Pre-Tax or Roth)			
• Supplemental Employee Life & AD&D Benefits (up to 4 x Pay)			
• Supplemental Term & AD&D Life Benefits for Spouse and Children			
• Free Employee Assistance Program (EAP) for Employees & Family Members			
• Incentive-based Wellness Program			

213-2019-CV-00069

Filed
File Date: 5/6/2019 8:07 PM
Cheshire Superior Court
E-Filed Document

EXHIBIT 9



ConVal Regional High School

Program of Studies

2019-2020

Table of Contents	
About ConVal High School	4
School Profile	4
Our Mission	4
Beliefs and Core Values	4
21st Century Learning Expectations	4
Learning Environment	4
ConVal High School Procedures	5
Graduation Requirements	6
New Hampshire Scholars	7
Project Running Start/Dual Enrollment Courses	7
Student Placement Procedure	9
Course Selection Process	10
Scheduling Changes and Add Deadlines	10
Limited Release	10
Middle School Credit	10
Alternative Credit Options	11
Adult Diploma Program	12
Region 14 Applied Technology Center	13
Building/Construction Trades	14
Business/Commerce, General	15
Computer Systems Networking & Telecommunications	16
Computer Programming, General	17
Film/Video and Photographic Arts, Other	17
Engineering	18
Fire Science/Fire Fighting	20
Graphic Design	21
Teacher Education, Multiple Levels	22
Manufacturing Technology/Technician	23
ATC Electives	24
English Department	27
Mathematics Department	33

Science Department	39
Social Studies Department	44
Visual and Performing Arts Department	47
Wellness Department	53
World Language Department	55



About ConVal High School

Contoocook Valley Regional High School is part of Contoocook Valley Regional School District, SAU #1, and serves the nine towns of Antrim, Bennington, Dublin, Frankestown, Greenfield, Hancock, Peterborough, Sharon and Temple.

School Profile

Hours: 7:35—2:20

Enrollment: 717

Building Personnel: 125

Motto: "Here Comes ConVal!"

Mascot: Cougar

Colors: Blue and Gold

Address: 184 Hancock Road, Peterborough, NH 03458

Website: cvhs.convalsd.net

Our Mission

The ConVal High School community is dedicated to learning, thinking and growing.

Beliefs and Core Values

- Fostering a safe environment through positive culture
- Relentless pursuit of learning, thinking and growing
- Community demonstrates respect for self, peers, facility, and adults
- Students, parents, community, and staff working together

21st Century Learning Expectations

- Writing
- Reading
- Speaking
- Problem Solving
- Technology
- Collaboration
- Self-Management
- Civic Engagement

Learning Environment

ConVal Regional High School is a comprehensive public high school and is accredited by the New England Association of Schools and Colleges. Courses are offered on a four-by-four

block schedule with daily classes for eighty minutes, and one forty-three minute intervention block.

In addition to Advanced Placement, honors and college preparatory courses, students participate in extended learning opportunities, internships, career education courses, career and technical courses and the arts. All students participate in an innovative intervention block called TASC (Teachers in Academic Support Centers), which provides daily, forty-three minute guided interventions and or extensions.

Specialized programs are offered for students with learning disabilities and special needs. Over fifty percent of our student body participates in athletics and/or extracurricular activities.

Students are expected to learn and demonstrate effective communication (reading, writing, speaking), effective collaboration and problem solving, effective use of technology, and meaningful civic engagement.



ConVal High School Procedures

The purpose of this handbook is to serve as a guideline for the ConVal High School community and to set out procedures and expectations in support of its learning environment.

The administration reserves the right to update this handbook throughout the year to reflect changes in school board policies as well as state and federal regulations.

Graduation Requirements

Subject Areas	ConVal Diploma	NH Scholars Core	NH Scholars STEM (3.2 GPA)	NH Scholars Arts (3.2 GPA)	Adult Diploma Program (from Monadnock Community Ed.
English	4	4	4	4	4
Global Studies	1	2	2	2	1
Economics/Government	1	1	1	1	1
US History	1	1	1	1	1
Science	3 (3 lab sciences)	4 (3 lab sciences)	4 (3 lab sciences)	4 (3 lab sciences)	2
Mathematics	3	4*	4*	4*	2
World Languages	0	2 (of the same language)	2 (of the same language)	2 (of the same language)	0
Health	1	1	1	1	0
Physical Education	1	1	1	1	0
Arts Education	0.5	0.5	0.5	2	0
Information and Computer Technology	0.5 (or competency)	0.5 (or competency)	0.5 (or competency)	0.5 (or competency)	0.5 (or competency)
Elective Offerings	10	5	4	3.5	7.5
STEM	n/a	n/a	1	n/a	n/a
Total Credits	26	26	26	26	20

*Mathematics 4 credits requirement: Algebra 1, Algebra 2, Geometry, and 1 other

New Hampshire Scholars

The New Hampshire Scholars Program recommends a core course of study to high school students that gives every participating student the advantage of well-rounded, more challenging coursework in English, math, science, social studies and world language. Both a STEM and an Arts pathway are available.

Students who undertake this rigorous core course of study will challenge themselves to do their best work during their high school career and will enjoy a wider range of postsecondary options upon graduation.

At the end of the senior year, all students who have successfully completed the core course of study will be recognized as New Hampshire Scholars. The high school transcripts of New Hampshire Scholars will indicate that they have successfully completed the core course of study.

Project Running Start/Dual Enrollment Courses

Dual enrollment courses are available at ConVal High School through an articulation agreement with the New Hampshire Community College System (NHCCS). Students may earn college credits for Project Running Start courses.

ConVal High School offers dual enrollment courses in the following subject areas:

- Advanced Manufacturing Systems
- Advanced Placement courses (AP Chemistry, AP Calculus, AP Calculus and Physics)
- Computer Networking (Computer Networking I, II)
- Computer Programming and Software Development (Computer Programming and Software Development I, II)
- Engineering and Mechanical Design (Introduction to Engineering Design, Engineering Design and Manufacturing I, II, III, IV)
- English College Composition
- Fire Science and Emergency Technician (Firefighting I, Emergency Medical Technician)
- Graphic Design (Graphic Design I, II, III, Website Design)
- LNA
- Teacher Education (Careers in Education I, II)

Many of the Project Running Start dual enrollment courses also qualify for the STEM and Arts pathways of the NH Scholars Program. The School Counseling Office will be able to provide additional information upon request.

Post Secondary Credits Available at ConVal				
Available at Region 14 Applied Technology Center				
Region 14 Applied Technology Center Course	College Class	Post-Secondary Affiliation	College Credits	Type of Credit
Engineering Design I	ADMT115 - Engineering Print Reading	Manchester Community College (*Mechatronics Pathway)	4	Running Start
Engineering Design II	ADMT118 - Electrical Fundamentals for Manufacturing	Manchester Community College (*Mechatronics Pathway)	4	Running Start
Engineering Design III	ADMT110 - Manufacturing Processes	Manchester Community College (*Mechatronics Pathway)	4	Running Start
Engineering Design IV	ADMT112M - Intro to Engineering Design & Solid Modeling	Manchester Community College (*Mechatronics Pathway)	4	Running Start
Robotics - <u>5th Block</u>	ROBO211M - Robotic Design	Manchester Community College (*Robotics Pathway)	4	Running Start
Child Growth & Development	ECE102N - Growth & Development of the Young Child	Nashua Community College	3	Running Start
Careers in Education I	ECE101N - Foundations of Early Childhood Education	Nashua Community College	3	Running Start
Careers in Education II	EDU130N - Foundations of Education	Nashua Community College	3	Running Start
Computer Networking I	CSCN101N - Computer Architecture & Operating Systems	Nashua Community College	3	Running Start
Computer Networking II	CSCN116N - Networking Basics	Nashua Community College	3	Running Start

Computer Programming & Software Development I	CSCI161N - Intro to Programming	Nashua Community College	3	Running Start
Computer Programming & Software Development II	CSCI175N - Programming using C++	Nashua Community College	3	Running Start
Graphic Design II	ARTS120N - Graphic Design Theory	Nashua Community College	3	Running Start
Firefighter Academy I & EMT	FST115 - Principles of Emergency Service	Mount Wachusett Community College	3	Articulation Agreement
	FST159 - Fire Behavior & Combustion	Mount Wachusett Community College	3	Articulation Agreement
	HHC 111 - Emergency Medical Tech I	Mount Wachusett Community College	4	Articulation Agreement
	HHC 112 - Emergency Medical Tech II	Mount Wachusett Community College	4	Articulation Agreement
Advanced Manufacturing Systems Internship	MTTN101N - Manufacturing Processes	Nashua Community College	3	Running Start
College Composition	ENGL101N – College Composition	Nashua Community College	4	Running Start
AP Chemistry	CHEM130N - General Chemistry	Nashua Community College	4	Running Start
AP Calculus	MATH210N - Calculus I	Nashua Community College	4	Running Start
AP Calculus / Physics	MATH211N - Calculus II	Nashua Community College	4	Running Start
<p>**Running Start - Agreements with the NH Community College System. Students take college-level courses in high school that generate a college transcript.</p> <p>**Articulation - Qualifying high school classes fulfill requirements through individual agreements between high school and college. No transcript generated.</p>				

Student Placement Procedure

All ConVal students are encouraged to access the highest levels of academic challenge. Decisions about a student's academic placement take many factors into consideration, including the student's ability to persist and his/her demonstrated knowledge and skills in previous coursework. Input and recommendations from teachers, counselors, parents and students are carefully considered in this process.

Course Selection Process

- Students consult with teachers and school counselors to select courses for the next year.
- Students and/or parents who would like to appeal a particular placement must make a formal request to the student's school counselor. A meeting will be held with the parent, student, teacher, and counselor as appropriate. A final decision about placement will be made at this meeting.

Scheduling Changes and Add Deadlines

- Student/parent requests for specific teachers cannot be considered unless a student previously failed the same course with the same teacher.
- Students typically cannot add courses after 5 school days from the start of the course.
- Students who drop a class after this deadline will receive a grade of W based on the discussion and recommendation of the teacher, counselor, and administration.
- Students may move into/out of weighted courses until the week after the first progress report, upon a written request by the parent and with support of the teacher as space and scheduling permit.
- If a student is retaking a course to improve a grade, the new grade will show on the transcript and be figured into the GPA calculation. The old grade will also remain on the transcript; however, the point value will not be figured. Only one credit can be earned.

Limited Release

- Juniors and seniors are eligible.
- Parent permission and administrative approval are required.
- Juniors and seniors must sign in and out at the main office.
- Juniors and seniors who leave 4th block may not return to campus until 2:20.
- Transportation for release privileges is the responsibility of the parent and student.
- Juniors and seniors are responsible for attending TASC unless otherwise approved by their school counselor.
- Juniors and seniors may not transport students without this privilege off campus.

Administration may revoke these privileges at any time for violations of the ConVal High School Code of Conduct or these guidelines.

Middle School Credit

New Hampshire State policy states that a high school may grant credit for courses at the 8th grade level that meet high school standards, and they may appear on the transcript.



Alternative Credit Options

5th Block Classes

Students may have the option of taking required courses after school two days per week, based on Academy offerings. Students may have the option of participating in credit recovery and/or skill building activities after school two days per week.

Independent Study/Extended Learning Opportunities

Students may engage in educational experiences that reach beyond the brick and mortars of the school, the regular school day as well as extend their learning beyond the standard offerings. Students shall not be permitted to take more than two extended learning opportunities simultaneously. Students may include a maximum of 6 credits for extended learning opportunities on their transcript.

Internships

Students may also wish to experience the world of work first-hand by becoming an intern at a local business. While internships can be used in a variety of ways, they work best when they are the capstone or culminating event in a student's high school course of study. For example, a student who is interested in pursuing a career as a dental hygienist should take all the appropriate science and health occupations classes before becoming an intern at a local dental office. This way, the student is able to have the best possible experience as an intern while the local business gains the benefit of working with a student truly interested in the profession. Open to Juniors and Seniors only.

Credit Recovery

Students must meet with their school counselor to review their transcript and discuss the possibility of credit recovery coursework prior to registering for a course. If a student is retaking a course to improve a grade, the new grade will show on the transcript and will be figured into the grade point average calculation. The old grade will also show; however, the point value will not be figured. Students taking graduation requirements must complete credit recovery courses by the end of Quarter 3 of their senior year.

Summer Academy

Students have the opportunity to take credit recovery and first time credit courses during a five week Summer Academy. Students are invited to register for courses for a \$50 fee which is refunded upon successful completion of the course.

Adult Diploma Program

Students seeking an alternative to the regular day diploma may enroll in the adult diploma program administered by Monadnock Community Education. The 20 credit requirement of this program meets the minimum requirements of the State of New Hampshire for the awarding of an adult education diploma. Forms for this purpose are available in the school counseling department.

Students may enroll in this program only after applying for admission, and receiving permission from the high school principal or designee. Students under the age of 18 must have written permission of their parent/guardian. This alternative is not recommended for students who plan to apply to four-year colleges after high school.



Region 14 Applied Technology Center

Career and Technical Education programs offer students the opportunity to explore different career pathways, to earn industry certifications that make them resume ready, and to be better prepared for life after high school. CTE programs are project based, hands-on learning with industry standard technology in an exciting way. Students interact with professionals in the field and problem solve their way to new solutions.

Course	9	10	11	12	Prerequisite
Building Trades			x		Application, Interview, Health Insurance
Advanced Building Trades				x	Building Trades, Health Insurance
Business & Personal Law		x	x	x	None
Entrepreneurship/Small Business Own		x	x	x	None
Business Management		x	x	x	None
Principles of Marketing		x	x	x	None
Computer Networking I		x	x	x	C or better in Pre-Algebra
Computer Networking II		x	x	x	Computer Networking I
Computer Programming & Software Development I		x	x	x	C or better in Pre-Algebra
Computer Programming & Software Development II		x	x	x	Computer Programming & Software Development I
Digital Photography & Video Arts I	x	x	x	x	None
Digital Photography II		x	x	x	Digital Photography & Video Arts I
Video Arts II		x	x	x	Digital Photography & Video Arts I
Engineering Design I	x	x	x	x	C or better in Algebra 1 and/or Physical Science
Engineering Design II		x	x	x	Engineering Design I
Engineering Design III			x	x	Engineering Design II
Engineering Design IV			x	x	Engineering Design III
Firefighting I			x	x	Application and Interview

Emergency Medical Technician			x	x	Firefighting I and Certification in First Aid and CPR
Graphic Design I	x	x	x	x	None
Graphic Design II		x	x	x	Graphic Design I C or better
Graphic Design III		x	x	x	Graphic Design II C or better
Careers in Education I			x		None
Careers in Education II				x	Careers in Education I
Advanced Manufacturing Systems I		x	x	x	None
Advanced Manufacturing Systems II			x	x	Advanced Manufacturing Systems I
Advanced Manufacturing Internship			x	x	Advanced Manufacturing Systems II
Website Design	x	x	x	x	None
Introduction to Business	x	x	x	x	None
Robotics	x	x	x	x	None
Licensed Nursing Assistant			x	x	Red Cross Screening Assessment and 16 years old
Automotive Service Technology I			x		Application and Interview
Automotive Service Technology II				x	Automotive Service Technology I & Drivers License
Woodworking I	x	x	x	x	None
Woodworking II	x	x	x	x	Woodworking I
Child Growth and Development	x	x	x	x	None
Internship			x	x	None

Building/Construction Trades

Building Trades

Credit/Term: 2 / Full year

Prerequisite: Application and interview required. Proof of health insurance.

Description: Students in Building Trades gain experience in carpentry, house framing, siding, and roofing through small building projects. They will learn woodworking skills, safe use of power and hand tools, blueprint reading, and the importance of math principles necessary for the accuracy of construction projects. Students will be educated about the many diverse career opportunities in the construction industry. Offered at Conant High School.

Advanced Building Trades

Credit/Term: 2 / Full year

Prerequisite: Building Trades and teacher recommendation. Students must provide proof of health insurance.

Description: Advanced Building Trades expands on the student's construction skills and knowledge with work in site preparation, cabinet installation, and interior finish carpentry. Students continue to gain valuable, hands-on experience in woodworking, Safe use of power and hand tools, framing, siding, and roofing. Offered at Conant High School.



Business/Commerce, General

Business and Personal Law

Credit/Term: 1 / semester

Prerequisite: None

Description: Learn rights and responsibilities in everyday business and personal transactions. Includes ethics and law, criminal law, problems in society, torts, the court system, trial procedures, contracts, consumer protection, employment contracts, renting a place to live, and borrowing money and buying on credit. The students will create and participate in a mock trial.

Entrepreneurship/Small Business Ownership

Credit/Term: 1 / semester

Prerequisite: None

Description: This course is intended for any student interested in starting his or her own business. Students will be introduced to the fundamental processes of creating a new business. Students will assess the nature of entrepreneurship and each individual's opportunity to become an entrepreneur. Students will then develop a business plan including a feasibility study, market analysis, business forms, site selection and layout and will then examine issues pertinent to business management including marketing, purchasing/inventory,

production/distribution, operations/staffing, financing, and human resources. The students will participate in an industry trade show.

Business Management

Credit/Term: 1 / semester

Prerequisite: None

Description: Learn what it takes to manage a business in today's world. This course will focus on an introduction to management; ethics and social responsibility; businesses, workers, and the law; international business; decision-making skills; communication skills; motivation and leadership; managing conflict and stress; and managing change, culture, and diversity. Students in this class are responsible for inventory, sales, financial records, and promotion of the school store. This course is highly recommended for all students entering the field of business after high school.

Principles of Marketing

Credit/Term: 1 / semester

Prerequisite: None

Description: This course emphasizes basic marketing skills including product/service management, pricing, promotion, distribution, market research, and the interpersonal skills necessary to work successfully in the real world. Students will have the opportunity to develop leadership skills, career goals, and occupational skills through a real life opportunity working with Cougar Apparel. Students in this class are responsible for inventory, sales, financial records, and promotion of the school store. This course is highly recommended for any student interested in studying marketing at the college level.

Computer Systems Networking & Telecommunications

Computer Networking I/ Running Start

Credit/Term: 1 / semester

Prerequisite: C or better in Pre-Algebra

Description: Students will successfully disassemble and reassemble personal computers. Students will also be able to articulate the functions and operation of individual components of the personal computer such as disk drives, video controllers, power supplies, and motherboards. Students will successfully install and configure several operating systems. They will also be introduced to the basics of networking including network addressing, network configuration, domain name services, and dynamic host configuration protocol. Students will experience the process of analyzing problems/bugs imbedded in their computer by following problem solving techniques. This course will help prepare the student to take the A+ certification exam. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Computer Networking II/ Running Start

Credit/Term: 1 / semester

Prerequisite: Computer Networking I

Description: Students will be introduced to the skills required to setup and maintain a home or small business network. Such topics as connecting to the network, connecting through an

Internet Service Provider, network addressing including subnetting, implementing wireless technologies, network security and network troubleshooting. Students will also experience network cable construction and testing using cable testers and tracers. Students will construct simple networks in a simulated environment as well as a real environment. Network troubleshooting issues will also be covered. Students continue the process of analyzing problems/bug imbedded in their network by following problem solving techniques learned in the previous class. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Computer Programming, General

Computer Programming & Software Development I/ Running Start

Credit/Term: 1 / semester

Prerequisite: C or better in Pre-Algebra

Description: Using a programming language, students will analyze a problem and design, code, test, and document a programming solution. Students will experience various opportunities in logic development through the solving of problems. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Computer Programming & Software Development II/ Running Start

Credit/Term: 1 / semester

Prerequisite: Computer Programming & Software Development I

Description: This course is the second course in the Computer Programming/Software Development sequence. It continues the idea of using programming and its constructs to solve problems. The student's understanding of variables, arrays, if, if else, loops, and functions will be reinforced, while introducing the student to object oriented language such as C++ or Java. Additionally, the student will be introduced to pointers and structures and selected preprocessor directives as well as bit manipulations. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Film/Video and Photographic Arts, Other

Digital Photography & Video Arts I

Credit/Term: 1 / semester

Prerequisite: None

Description: During this course, students will investigate the basic technical and artistic aspects of both photography and video arts. They will work individually and in collaboration with their peers to develop public speaking skills, learn about famous photographers and critique work. Students will analyze lighting techniques for still photography and formulate scripts and storyboards for film. They will create a blog and take part in both local and national competitions for both photography and film. Through this course, students will learn to shoot manually and be introduced to professional Adobe editing software including Lightroom and Premiere. This course is designed to be hands-on and project based.

Digital Photography II

Credit/Term: 1 / semester

Prerequisite: Digital Photography & Video Arts I

Description: For this course, students will utilize what they have learned in Digital Photography & Video Arts I to comprehensively investigate the field of photography. Students will be responsible for generating and critiquing images each week, as well as learning about photography techniques such as photojournalism, commercial photography, fine art photography, and food photography. Students will participate in a photography based service learning project. In addition to planning photo shoots and learning to direct models, students will connect their own work with that of professionals in the photography field through a research based presentation project. This course will give students a clear understanding of the professional field of photography.

Video Arts II

Credit/Term: 1 / semester

Prerequisite: Digital Photography & Video Arts I

Description: For this course, students will apply concepts learned in Digital Photography & Video Arts I to comprehensively investigate the field of Video Arts. Students will analyze films, explore aesthetic trends in cinema, write screenplays, understand the nature and process of film production, and work collaboratively with their peers to produce a variety of short films. Ultimately, each student in Video Arts II will be responsible for creating a film to submit to the New Hampshire High School Short Film Festival, a state-wide film competition for students. The purpose of this course is to provide a project-based visual arts program which will provide students the technical instruction, artistic background, and practical experience necessary for aspiring filmmakers.

Engineering

Engineering Design I/ Running Start

Credit/Term: 1 / semester

Prerequisite: C or better in Algebra I and/or Physical Science

Description: This course provides the basic concepts and practices of blueprint reading and technical drawing. Other topics of discussion will include sketching, dimensioning, tolerances, Geometric Dimensioning & Tolerance (GDT), and other information needed to read and interpret engineering drawings. Emphasis will be placed on reading and interpreting engineering drawings for the engineering disciplines, including mechanical, electrical and architectural. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Engineering Design II/ Running Start

Credit/Term: 1 / semester

Prerequisite: Engineering 1 OR a C or better in Algebra I and/or Physical Science

Description: This course is the second of three classes that can be taken in the engineering discipline. Students focus on the design, development and production of useful products. The use of computer software from Engineering Design I will be re-emphasized as well as CNC and 3D printing. Student's work may entail the following; collaboration with local businesses,

presentations beyond the classroom, and submitting work for local or national competition. Engineering areas of focus include aerodynamics, biomechanical, sustainability, mechanical and circuit engineering. Skills and knowledge learned will provide the basic essentials for studies in mechatronics. Course completers will have the required knowledge of design basics, and be able to implement solutions for problems in an engineering environment, some use of engineering teams are required. OSHA standards are emphasized. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Engineering Design III/ Running Start

Credit/Term: 1 / semester

Prerequisite: Engineering Design II

Description: This course is focused on the application of process to an outcome; Computer Integrated Manufacturing will be used throughout. Students interested in the field of architecture will be working on the New Hampshire state design contest. Students will choose an area of engineering focus and build learning outcomes to meet those goals. Student participation in the competition is highly recommended. Projects are aligned with real-world problems and are produced to examine feasibility. When possible, clients will be integrated into the classroom and will work with students. This course builds on the concepts learned in Engineering Design and Manufacturing I & II. Students are prepared to take the Solidworks certification exam during this course. Heavy emphasis on engineering teams will be applied. Students will create an interactive web page representing the area of engineering interest for the use of college credit or employment opportunity. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Engineering Design IV/ Running Start

Credit/Term: 1 / semester

Prerequisite: Engineering Design III and a C or better in Geometry and Algebra II

Description: This problem-based learning course covers the knowledge and skills needed to explore the engineering design process. Individual projects, team projects, and laboratory exercises will be used to continually hone the student's interpersonal skills, creative abilities, and understanding of the design process. Everyday products will be examined from historical, societal, design, safety, and manufacturing perspectives. Topics include ideation, sketching, design constraints, solid modeling, decision making, statistical quality control, manufacturing methods, and engineering analysis. Students will develop an appreciation for good design as well as the ability to communicate design ideas via 3D modeling and written and oral reports. There are lectures, demonstrations, and a series of lab exercises designed to reinforce what the student has learned. An opportunity for students to take the Solidworks exam (CSWA) is built in as well as student participation in the AIANH architectural contest. This course uses the latest version of the Solidworks design software, as well as leading architectural software. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.



Fire Science/Fire Fighting

Firefighting I/ Articulation Agreement

Credit/Term: 2 / semester

Prerequisite: Application and interview required

Description: Note: Participation in this course requires the student to be engaged in coursework beyond the traditional school day. Students enrolled in this course should plan to take the late bus or arrange other transportation home. Additionally, participation requires that students have the stamina and physical ability to work in difficult conditions for several consecutive 30-minute durations while wearing up to 75 pounds of protective gear. This course is offered in collaboration with the NH Fire Academy and is taught by representatives from local fire departments. The course provides students with experience and knowledge in basic firefighting skills and responsibilities. Educational objectives include knowledge of personal protective equipment, use of hose and nozzles, carrying and throwing ground ladders, and many other skills required to be a volunteer or full-time firefighter. Students who have completed the course and reached their eighteenth birthday may take the Firefighter 1: Hazardous Materials and Wildland exam. This is a blended class with online work as well as in class work. Mount Wachusett Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Emergency Medical Technician (EMT)/ Articulation Agreement

Credit/Term: 2 / semester

Prerequisite: Firefighting I and current certification in First Aid and CPR

Description: Note: Participation in this course requires the student to be engaged in coursework beyond the traditional school day. Ride-a-long time is required on a actual working Ambulance service. Students enrolled in this course should plan to take the late bus or arrange other transportation home. A Student Medical Release is required by the New Hampshire Department of Safety, Division of Fire Standards and Training and Emergency Medical Services.

This course is offered in collaboration with the New Hampshire Bureau of EMS and follows a national curriculum that provides students with the experience and knowledge of the skills and responsibilities of an EMT. The primary focus of an EMT is to provide basic emergency

medical care and transportation for critical and emergent patients who access the emergency medical system. Technicians perform interventions with the basic equipment typically found on an ambulance. Upon completion of the course, students who are 18 years of age are eligible to take the EMT exam through the National Registry of EMTs. Mount Wachusett Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Graphic Design

Graphic Design I

Credit/Term: 1 / semester

Prerequisite: None

Description: Be creative and have FUN! Students enrolled in Graphic Design I will explore many new technologies in creating a broad range of visual designs. Student projects include logos, posters, brochures, CD covers, t-shirts, ads, as well as websites and web based imaging. Exposure to website development, software gaming, technology, and advertising/marketing are also included in this first level class. Students progress from design and conceptualization to basic drawing techniques, and then to graphic editing with Adobe Illustrator and photo editing with Adobe Photoshop. Community based projects allow the students to work in real world situations. Presentations of final projects take the place of a final exam. Meets graduation requirement in Art OR Information & Communication Technology.

Graphic Design II/ Running Start

Credit/Term: 1 / semester

Prerequisite: C or better in Graphic Design I and teacher recommendation

Description: Have fun while expanding your knowledge of the principles taught in Graphic Design I. Graphic Design II students will apply those principles to more comprehensive designs. Students will be exposed to new styles of art and design. More complex forms of print and electronic media will be utilized in order to create 4-color ads, multi-page brochures, posters, and websites. At this level, students will utilize much of the Adobe Creative Suite, including Illustrator, Photoshop, and InDesign. A student-developed portfolio is used as an end of course assessment in place of a final exam. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Graphic Design III

CTE Program: Graphic Design

Credit/Term: 1 / semester

Prerequisite: C or better in Graphic Design II and teacher recommendation

Description: Prepare for a career while discovering your potential. The Graphic Design III course will serve as the capstone experience in this program. Focus in this course will be on the completion of a graphic design portfolio, which will be showcased from a website that the students design for themselves. Website design and development, as well as web-based animation, will be covered. At this level, students will utilize the entire Adobe Creative Suite, including Illustrator, Photoshop, InDesign, Dreamweaver, and Flash. The students will also be involved with community based projects and take time to explore special areas of interest

within the graphic design industry. Presentation of the student-developed portfolio is used as the summative assessment tool in lieu of a final exam.



Teacher Education, Multiple Levels

Careers in Education I/ Running Start

Credit/Term: 2 / full year

Prerequisite: None

Description: Students will divide their time between the high school classroom and practicum teaching in an early childhood center, elementary, and/or middle school. This course will give students an overview of American education, including history, philosophy, and current issues. Students will be introduced to strategies for creating an environment that supports learning. Topics include lesson planning, reflection, Common Core State Standards, grade level expectations, small and whole group instruction, assessment tools, and observation. An overview of all developmental stages will be covered. The impact of the multiple and diverse influences of family, culture, and society on the child and the early childhood professional will be explored. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Careers in Education II/ Running Start

Credit/Term: 2 / full year

Prerequisite: Careers in Education I

Description: Students will divide their time between the high school classroom and practicum teaching in an elementary and/or middle school classroom. This course will introduce students to classroom structures that support differentiated instruction and other research-based approaches for effective teaching. Tiered Support Systems will be discussed as a general educational initiative that can serve the needs of all students. The roles of the family and school as partners will be developed as a critical technique to serve the needs of students. Philosophical, historical, legal, and social/cultural aspects of education in the United States and New Hampshire will be explored. Students will formulate a beginning philosophy

of education. Students will also participate in a service learning experience. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Manufacturing Technology/Technician

Advanced Manufacturing System

Credit/Term: 1 / semester

Prerequisite: None

Description: Students will learn about the history and importance of manufacturing to our local, state, and national economies, and how manufacturing is evolving in the 21st century. Through visits to local manufactures, students will gain an overview of manufacturing processes, business operations, and challenges facing manufacturers. Relying on these introductory views, students will begin exploring components of manufacturing: product design and development concepts, hand and machine tool operations, safe operating practices, quality systems, industrial process systems, and principles of lean manufacturing. Students will apply these skills to individual and group manufacturing projects. Specific skills and activities include:

- Computer aided design (CAD) concepts, design tolerances, measuring tools and industrial quality systems
- Manual and machine tool safety and operation
- Principles of lean manufacturing
- Data collection and data analysis as applied to manufacturing, including advancements and application of the Internet of Things
- Production system planning including layout, logistics, materials, and processes
- Students will apply skills to design and manufacture individual products. Working as teams, students will develop and manufacture a product to meet a student identified community need

Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.



Advanced Manufacturing Systems II

Credit/Term: 1 / semester

Prerequisite: Advanced Manufacturing Systems I

Description: This course will enhance and deepen skills learned in Advanced Manufacturing Systems I. Students will gain additional skills in product costing, business operations, logistics and planning. Students may work with local manufacturers to develop and practice workplace skills and concepts. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Advanced Manufacturing Systems Internship/ Running Start

Credit/Term: 1 / semester

Prerequisite: Advanced Manufacturing Systems II

Description: Students will further enhance their skills through a work-based learning internship with a local manufacturer. Under supervision of ConVal's teacher, students may combine classroom learning with the work experience. Students may extend the internship for additional credit.

ATC Electives

Automotive Service Technology I

Credit/Term: 2 / full year

Prerequisite: Application and interview

Description: In the first year of this two-year program, students will have the opportunity to learn skills needed to follow automotive environmental and safety practices as well as inspect, diagnosis, adjust and repair the systems of the modern automobile. Students will develop their skills by working on customer and donated vehicles in a state-of-the-art facility featuring 5 bays, a parts room, lifts and computers for diagnostics, as well as a classroom computer lab for further study and research. An industry standard competency-based curriculum, certified by the National Automotive Technician Educational Foundation will be followed to provide first year students with the training to succeed in steering and suspension, electronics, brakes, state inspection and engine performance. Students need good reading, math, computer, mechanical and analytical skills to study technical manuals and solve automotive problems. This program is held at Mascenic High School.

Automotive Service Technology II

Credit/Term: 2 / full year

Prerequisite: Automotive Service Technology II and Driver's license

Description: In year two, students work on more complex repairs and tasks including training in engine repair, drivetrain, air bag systems and charging/starting systems. An industry standard competency-based curriculum certified by the National Automotive Technician Educational Foundation will continue to be followed Providing Automotive 2 students with skill development and practice in the essential service technician competencies expected in the Automotive Service industry. Students need good reading, math, computer, mechanical and

analytical skills to study technical manuals and solve automotive problems. This program is held at Mascenic High School.

Website Design

Credit/Term: 1 / semester

Prerequisite: None

Description: Explore the Internet and connect to a global community. Students enrolled in Website Design will develop, produce and publish their own website using state-of-the-industry technologies. Students will develop a digital portfolio using basic HTML, web authoring software, content management software and web-based animations. Presentation of the portfolio will take the place of a final exam. Good writing skills are essential in Website Design.

Introduction to Business

Credit/Term: 1 / semester

Prerequisite: None

Description: Introduction to Business will introduce you to the world of business and help prepare you for the roles of consumer, worker, and citizen. This course will also serve as a background for other business courses you may take in high school, prepare you for future employment, and help you effectively perform your responsibilities as a citizen. The students will participate in a simulation where each student owns/operates his or her own business and handles all the management tasks for the business.

Robotics/ Running Start

Credit/Term: 1 / semester

Prerequisite: None

Description: This class will introduce the students to the basics of designing, building and testing their own robot to accomplish specific challenges. Students will learn about and implement various types of sensors during this process. Students will also develop specific software to control each robot they construct. This class will provide the student with the experience of integrating hardware and software to accomplish specific tasks. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Licensed Nursing Assistant

Credit/Term: 1 / semester

Prerequisite: Red Cross screening assessment; see Mrs. Noonan for admission information.

Description: This 9 week training program is taught by personnel from the American Red Cross and includes off-campus clinical experience. The LNA certificate is awarded after completion of NH State Certification Exam. The first six weeks of the class run from 1:00p.m.- 5:00 p.m. at ConVal High School. During the last three weeks of the class students will be engaged in clinical experiences at off-site locations. Students are required to provide their own transportation to/from class and to the clinical sites. Students must plan on working from 4:00p.m.- 9:30p.m. during their clinical rotations. There is a 60-hour clinical requirement to satisfactorily complete the LNA class. Students must be 16 years of age to participate in the LNA program. Students learn about caring for patients of all ages, how to check vital signs, maintain a clean and safe working environment, correctly use medical terminology and

demonstrate good health care skills. The LNA program involves both classroom instruction and live work in local clinical settings. Students will have the opportunity to take the state-licensing exam that if passed qualifies the individual or employment as a Licensed Nursing Assistant.

Woodworking I

Credit/Term: 1 / semester

Prerequisite: None

Description: In this beginning woodworking class students will be introduced to the proper and safe use of hand tools, portable and stationary power equipment. Safety, material processing, project layout, design and fabrication will be emphasized. Individual projects will be produced and finished after required projects are completed. This course serves as an excellent introduction to the Building/Construction Trades or Manufacturing programs.

Woodworking II

Credit/Term: 1 / semester

Prerequisite: Woodworking I

Description: Students will explore the areas of furniture and cabinet design, form and function, manufactured wood products, advanced joinery, millwork, lathe operation, hardware and finishing processes. Individual projects will be produced and finished.

Child Growth and Development/ Running Start

Credit/Term: 1 / semester

Prerequisite: None

Description: This course provides a study of child growth and development from prenatal development through adolescence. A thorough study of children's physical, intellectual, emotional and social development will be discussed. Students will have an opportunity to participate in the Real Care Baby Project. This course is recommended for students considering Careers in Education I and Careers in Education II. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee. Freshmen may request the course but priority goes to upperclassmen.

Internship

Credit/Term: .5 / quarter or 1 / semester

Prerequisite: Juniors and Seniors

Description: Students may also wish to experience the world of work first-hand by becoming an intern at a local business. While internships can be used in a variety of ways, they work best when they are the capstone or culminating event in a student's high school course of study. For example, a student who is interested in pursuing a career as a dental hygienist should take all the appropriate science and health occupations classes before becoming an intern at a local dental office. This way, the student is able to have the best possible experience as an intern while the local business gains the benefit of working with a student truly interested in the profession.

English Department

The courses in the English department consist of a set of core required one-credit courses and a variety of full credit and half-credit courses that are electives. All students are required to complete four (4) credits of English for graduation and there are required courses in English for freshmen, sophomores, and juniors. All students must complete three (3) of their four (4) required English credits through the appropriate level of classes with the remaining credit satisfied with electives of choice with recommendations from the department.

Course	9	10	11	12	Prerequisite
English 9	x				None
English 9 Honors	x				8th Grade LA Teacher Recommendation and completion of fall semester TASC ELO.
English 10		x			English 9/9H
English 10 Honors		x			Teacher Recommendation and successful completion of summer project
English 11 American Cultural Studies			x		English 10/10H
AP English Language & Composition			x		Teacher Recommendation and successful completion of summer project
AP English Literature				x	Teacher Recommendation and successful completion of summer project
College Composition			x	x	English 11 or AP Lang & Comp
Young Adult Fiction	x	x	x	x	None
Philosophy			x	x	None
Aesthetics & Ideas		x	x	x	None
Interpersonal Communication	x	x	x	x	None
Mass Media Communication	x	x	x	x	None
Human Nature & Storytelling		x	x	x	English 9, English 10
Introduction to Theater Arts	x	x	x	x	None
Theater Arts Workshop		x	x	x	Intro to Theatre Arts or Teacher Recommendation

English 9

Credit/Term: 1 / semester

Prerequisite: None

Description: The freshman program provides a foundation for secondary school English. Students study a range of literary genres and nonfiction, focus on a variety of writing modes, and practice speaking, listening, and viewing. Introducing students to important concepts they will need throughout their high school careers and beyond, the course follows a program shaped by a series of essential questions and the Common Core State Standards. It is supplemented with three additional texts (Of Mice and Men, Tuesdays with Morrie, and Romeo & Juliet). Students will work toward proficiency in reading by using several comprehension strategies, including summarizing, predicting, and two-column note taking; and in writing by composing informational and expository multi-paragraph essays.

English 9 Honors

Credit/Term: 1 / semester

Prerequisite: Final placement recommendation will be made after consultation with the middle school Language Arts teacher. Successful completion of a reading and writing project to be administered in the fall of 9th grade during TASC is required.

Description: This course, designed for students who demonstrate proficient skills in reading and writing, supplements the core English program for grade 9 with additional literary works, writing assignments, and projects.

English 10

Credit/Term: 1 / semester

Prerequisite: English 9

Description: The sophomore program extends the areas of emphasis in English 9, with study of a variety of literary genres and nonfiction, and a focus on writing and practice in speaking, listening, and viewing. Continuing to use a program shaped by essential questions and the Common Core State Standards, along with three supplementary texts (To Kill a Mockingbird, Night, and Macbeth), students will master essential skills in reading and writing that will promote their learning in all disciplines. Students will increase their proficiency in writing as citing textual evidence becomes the norm in responding critically to literature. Essays of argument will feature more prominently in the curriculum. As reading for comprehension becomes more challenging and more is required outside of the classroom, students will identify and focus on those reading strategies that work best for them individually.

English 10 Honors

Credit/Term: 1 / semester

Prerequisite: English 9/9H, teacher recommendation and successful completion of summer assignment.

Description: For students who have demonstrated proficient skills in reading and writing, this course supplements the tenth grade core curriculum with additional reading, writing, and projects. The 010 level is designated as an honors class with longer and additional reading assignments, and more complex writing and research assignments.

English 11/American Cultural Studies

Credit/Term: 1 / semester

Prerequisite: English 10/10H

Description: English 11 American Cultural Studies

This core course for eleventh graders will introduce students to the major ideas and concepts of American culture historically and in the present culture. Students will reflect on the American experience in literature, media, film, and their own writing. Along with a focus on speaking and listening, students will continue to build their proficiency in the Common Core State Standards of reading and writing.

Advanced Placement English Language & Composition

Credit/Term: 1 / semester

Prerequisite: Teacher recommendation and successful completion of summer assignment.

Description: For students who have achieved or are motivated to achieve at a high level in reading and writing, this course offers engaging and challenging opportunities to build skills in the analysis and writing of text across the disciplines. Essential skills developed in this class specifically focus on effective argument and effective use of language. Students primarily read non-fiction; however, they also study fiction and poetry. Writing assignments focus on the informative, explanatory and argument essays, though other types of narrative and creative writing are considered. Students practice and prepare for the Advanced Placement Language and Composition Examination.

Advanced Placement English Literature

Credit/Term: 1 / semester

Prerequisite: Teacher recommendation and successful completion of summer assignment.

Description: This intensive course in literature and critical writing is equivalent to a first-year college course. Students electing this course should expect longer daily reading assignments as well as frequent, challenging writing assignments. Through the close reading of selected texts, students develop their understanding of the ways writers use language to provide both meaning and pleasure for their readers. Students consider a work's structure, style, and themes, as well as such smaller-scale elements as the use of diction, figurative language, imagery, symbolism, and tone. Writing is an integral part of this course: assignments will focus on critical analysis of literature and include expository and persuasive essays. Units include practice in timed-essay writing and the application of various forms of literary criticism. Writing-to-learn is also a central goal in regular extensive journal assignments. Students prepare for the AP Lit and Comp Exam in May.

College Composition / Running Start

Credit/Term: 1 / semester

Prerequisite: English 11/AP Lang & Comp.

Description: In this course, students learn to write clearly and effectively for defined audiences through a variety of strategies. Emphasis is on the writing process from pre-writing through drafting, revising and editing. Students gain confidence through learning the basic principles of effective expository composition and the application of these principles in writing essays and documented papers. Students will also read and examine a wide variety of writers and writing

styles. This class is a core requirement for all degree programs at Nashua Community College. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Young Adult Fiction

Credit/Term: 1 / semester

Prerequisite: None

Description: Did you love The Hunger Games and Divergent? Obsessed with Twilight or City of Bones? Did you devour the Harry Potter series, or perhaps the more recent Daughter of Smoke and Bone? This class will explore the current phenomena of dystopian, paranormal, and fantasy literature as sure-fire best sellers. Reading, writing, and research will be central to the course as students explore the conventions of these genres, consider themes within and among the texts, and examine what makes them so popular with a wide range of readers.

Philosophy

Credit/Term: 1 / semester

Prerequisite: None

Description: Students in this survey of Western philosophy study the philosophies and writings of such thinkers as Plato, Aristotle, Montaigne, Emerson, Dewey, Huxley, Hesse, Rand, and Nussbaum. In developing a basic understanding of ethics, citizenry, and effective writing and speaking, each student develops philosophies of their own. The emphasis of the course is on self-knowledge and community building through reading, writing, viewing, listening, collaboration, and discussion.

Aesthetics & Ideas

Credit/Term: 1 / semester

Prerequisite: None

Description: Asking the essential question, "how art, stories, faiths and philosophies shape individual and community identities," this Art and English department collaboration explores everything great about art, language and ideas. Through large group, small group, independent and online explorations, students and co-teachers from each department will look at what it means to be human, the power of communication and community and how, what, and why humans have made, collected and shared art and stories and faiths and philosophies to both unite and separate themselves from other cultures, societies and traditions. This class is heavy on thinking, making and doing. Be excited, be very, very excited. This course awards .5 credit in Art and .5 in English and can be taken for a full English credit. This determination must be made at the start of the course.

Interpersonal Communication

Credit/Term: 1 / semester

Prerequisite: None

Description: This course introduces students to communication in interpersonal, small group, and public speaking settings. Course topics include the foundations of communication (perception, language, nonverbal communication), interpersonal communication, small group communication, public speaking, and interviewing. Students will study communication skills,

understand the communication choices they can make, and evaluate the consequences of those choices.

Mass Media Communication

Credit/Term: 1 / semester

Prerequisite: None

Description: This hands-on course will allow students to work on real news stories and features for school as well as class publications. Additionally, they will participate in formal and informal discussions about journalistic ethics, issues, and the role journalism plays in our culture. Students will analyze the changing journalistic landscape and evaluate how emerging mediums affect how news is disseminated and consumed. Further, students will employ a variety of these mediums to report on the stories they investigate.

Human Nature & Storytelling

Credit/Term: 1 / semester

Prerequisite: None

Description: The world is made of stories. Even this statement is a story -- it's true! If you are curious about yourself, your friends and family, your neighbors, if you are interested in strange people, unfamiliar cultures, far-flung real and imaginary worlds and time periods: this is the class for you. Through close reading and viewing, listening and discussing, and note taking and writing, we will look at ourselves and our stories through exploring film, plays, podcasts, poems, and short stories. We will make a few stories of our own, too!



Introduction to Theater Arts

Credit/Term: 1 / semester

Prerequisite: None

Description: Theatre Arts is a production-based introductory class in which students learn and practice acting, directing and technical theatre skills along with theatre history, and script analysis. Students participate in various improvisation and theatre games, as well as other community building activities. Learning about the design and building of sets, costumes,

make-up, lights and sound, students identify meaning and technique in the visual components of performance. Acting skills are also identified and explained through the monologue process. The "final showcase" of the course allows a student to select one of two areas of expertise to help produce a selection of works to present to an invited audience. This course may be taken for either English or Visual and Performing Arts Credit. This determination must be made at the start of the course.

Theater Arts Workshop

Credit/Term: 1 / semester

Prerequisite: Introduction to Theater Arts

Description: Theatre Arts Workshop a production-based class designed for students with interest in exploring the process of creating and developing their own creative theatre work. Students in this class may work on skills in directing, performing, technical design, playwriting, etc. Students will present their work in a culminating Showcase. Attendance at the final showcase is required. Students taking this class must be prepared to commit time outside of class for auditions, rehearsal and performance time if they seek to direct a short play. This course may be taken multiple times. Students must have either previously taken Theatre Arts or have involvement in a theatre program with approval of the instructor. This course may be taken for either English or Visual and Performing Arts Credit. This determination must be made at the start of the course.

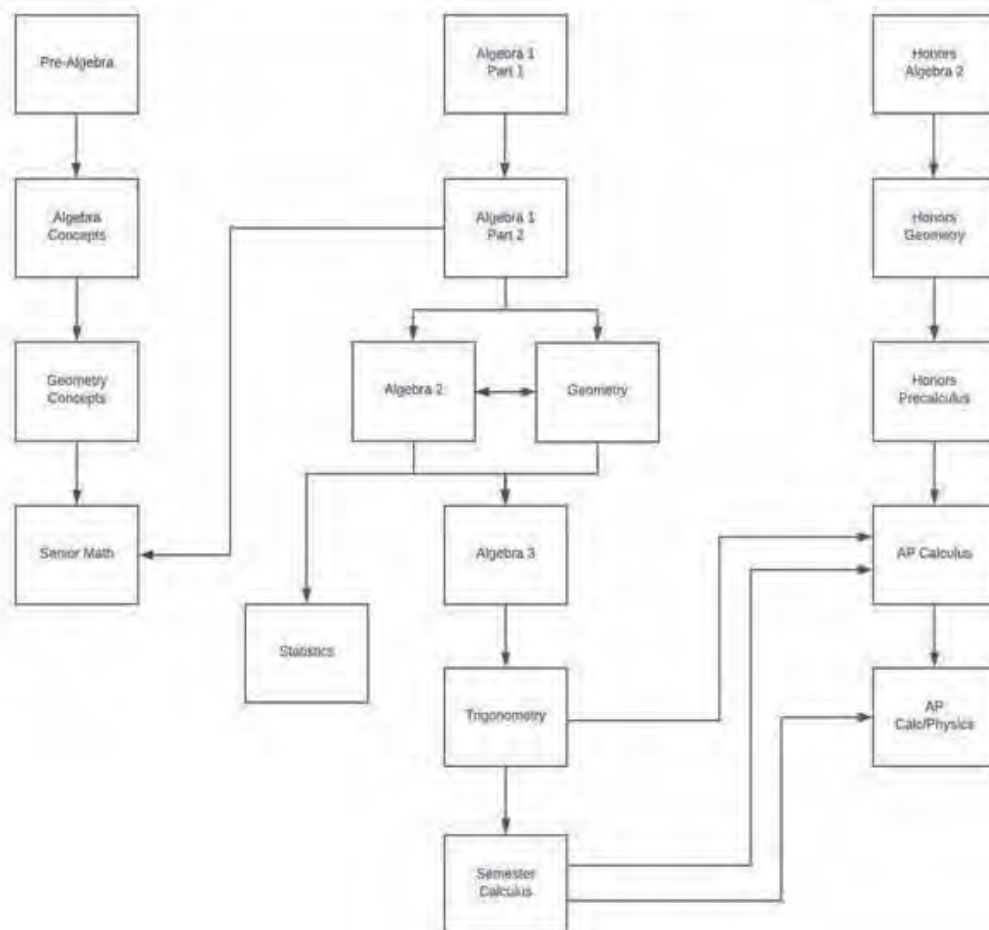
Mathematics Department

Planning is important in selecting mathematics courses. Personal interest, graduation requirements, and college requirements should be considered in determining which courses are taken and in what order. Three (3) mathematics credits are required for graduation. A sequence of courses through Algebra 2 is typically required for college admission; Algebra 3 and/or Trigonometry are recommended for more competitive schools.

Course	9	10	11	12	Prerequisite
Pre-Algebra	x	x	x		Teacher Recommendation
Algebra Concepts	x	x	x	x	Pre-Algebra and Teacher Recommendation
Algebra 1 part 1	x	x	x	x	Teacher Recommendation
Algebra 1 part 2	x	x	x	x	Algebra 1 part 1 and Teacher Recommendation
Geometry Concepts		x	x	x	Algebra Concepts and Teacher Recommendation
Geometry	x	x	x	x	Algebra 1 and Teacher Recommendation
Geometry Honors	x	x	x	x	Algebra 1 and Teacher Recommendation
Algebra 2	x	x	x	x	Algebra 1 and Teacher Recommendation
Algebra 2 Honors	x	x	x	x	Algebra 1 and Teacher Recommendation
Senior Math			x	x	Algebra 1 or Concepts and Teacher Recommendation
PreCalculus Honors		x	x	x	Geometry Honors, Algebra 2 Honors and Teacher Recommendation
Algebra 3		x	x	x	Algebra 2, Geometry and Teacher Recommendation
Trigonometry		x	x	x	Algebra 3 and Teacher Recommendation
Statistics			x	x	Algebra 2 and Teacher Recommendation
Calculus			x	x	Teacher Recommendation
AP Calculus			x	x	Pre Calculus Honors and Teacher Recommendation
AP Calculus/Physics				x	AP Calculus and Teacher Recommendation

CONVAL HIGH SCHOOL MATH FLOW CHART

Academic Year 2015-2023



Pre-Algebra

Credit/Term: 1 / semester

Prerequisite: Teacher Recommendation

Description: This course is designed to reinforce the computational skills and basic algebraic and geometric concepts needed to be successful in Algebra 1 and Geometry. Course content includes: operations with whole numbers, fractions, decimals, percentages, and integers; an introduction to geometric terms, area and perimeter; an introduction to algebraic expressions

and equations; and an introduction to probability. Time will be devoted to both practicing skills and applying skills and concepts to real world problems.

Algebra Concepts

Credit/Term: 1 / semester

Prerequisite: Pre-Algebra and Teacher Recommendation

Description: This course is designed to allow students to explore basic algebraic skills.

Students will develop fundamental algebraic skills in applying formulas, solving equations, reading and interpreting graphs, and analyzing data.

Algebra Part 1 and Part 2

Credit/Term: 2 / year

Prerequisite: Teacher Recommendation

Description: This course is designed to reinforce the computational skills and basic algebraic and geometric concepts needed to be successful in Algebra 2 and Geometry. Course content includes: operations with whole numbers, fractions, decimals, percentages, and integers; an introduction to geometric terms, area and perimeter; an introduction to algebraic expressions and equations; and an introduction to probability. Time will be devoted to both practicing skills and applying skills and concepts to real world problems.

Geometry Concepts

Credit/Term: 1 / semester

Prerequisite: Algebra Concepts and Teacher Recommendation

Description: This course is designed to allow students to experience geometric properties.

Students will learn properties of angles and fundamental geometric shapes and develop skills in measurement (perimeter and area) and unit conversions. Topics will also include an exploration of the theorems related to right triangles and circles. Working in groups will allow students to analyze applications of geometry in their lives and in the workplace.

Geometry

Credit/Term: 1 / semester

Prerequisite: Algebra 1 and Teacher recommendation

Description: Geometry provides students with experiences that deepen the understanding of two and three-dimensional objects and their properties. Cooperative learning groups will be used to develop deductive and inductive reasoning, analyzing conjectures and formulating proofs. Investigative strategies in drawing conclusions are stressed. Properties and relationships of geometric objects include the study of: (1) points, lines, angles and planes; (2) polygons, with a special focus on quadrilaterals, triangles, right triangles; (3) circles; and (4) polyhedral and other solids. Use of graphing calculators and computer drawing programs is encouraged.

Geometry Honors

Credit/Term: 1 / semester

Prerequisite: Algebra 1 and Teacher Recommendation

Description: Honors Geometry provides students with the same foundations they develop in Geometry. In addition, other topics are introduced and concepts are covered in more depth, at

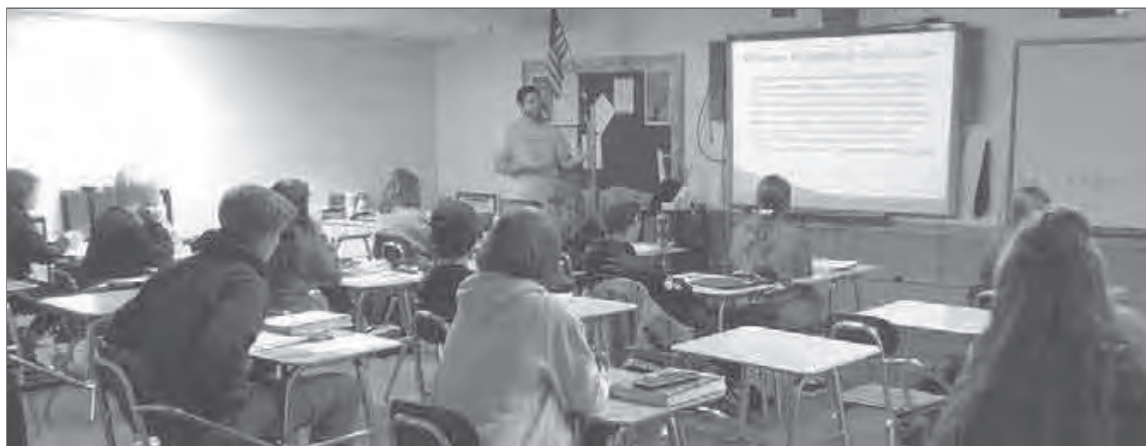
a faster pace. More complex proofs are addressed and more open-ended, challenging questions are assigned.

Algebra 2

Credit/Term: 1 / semester

Prerequisite: Algebra 1 and Teacher Recommendation

Description: Algebra 2 is a continuation of the Algebra 1 course. The objective is to complete a study of Algebra 2 topics, including: the structure of the real number system with an extension into the complex number system and a careful study of mathematical functions (constant, linear, quadratic, radical, polynomial, rational, logarithmic, and exponential). Students will solve equations for the roots of these functions, as well as graph transformations.



Algebra 2 Honors

Credit/Term: 1 / semester

Prerequisite: Algebra 1 and Teacher Recommendation

Description: Honors Algebra 2 is a continuation of the Honors Algebra 1 program for students who have demonstrated exceptional mathematical ability. The objective of this course is to complete a study of Algebra 2 topics. These topics include, but are not limited to: the structure of the real number system with an extension into the complex number system, a careful study of mathematical functions (constant, linear, quadratic, polynomial, rational, logarithmic, and exponential), sequences and series, and permutations, combinations and probability. Emphasis will be placed on solving challenging real world problems in a fast-paced environment.

Senior Math

Credit/Term: 1 / semester

Prerequisite: Algebra 1, Concepts and/or Teacher Recommendation

Description: This is a survey course, focusing primarily on the algebra skills needed to enter the work-force or community colleges. Students will develop facility simplifying and evaluating polynomial and rational expressions as well as solving linear equations and inequalities,

quadratic equations and systems of linear equations. Emphasis will be placed on applying these skills in solving real world problems. This course is designed to offer juniors or seniors an Algebra experience so they may be capable of handling a fundamental community college math course. The course content is similar to that of an Algebra 1 course with a few elements from Algebra 2. Students may not take this course if they have already earned a credit in Algebra 2.

Pre-Calculus Honors

Credit/Term: 1 / semester

Prerequisite: Geometry Honors, Algebra 2 Honors and Teacher Recommendation

Description: This course is designed to prepare students for Calculus. The course will cover the topics listed in Algebra 3 and Trigonometry at a rapid pace. Emphasis will be placed on applications and solving challenging, real world problems.

Algebra 3

Credit/Term: 1 / semester

Prerequisite: Algebra 2, Geometry and Teacher Recommendation

Description: In this course, students will develop an in depth knowledge of the nine algebraic functions: linear, absolute value, quadratic, cubic, greatest integer, radical, rational, exponential, and logarithmic. Other major topics will include: Conic Sections, Limits, Sequences and Series, and Vectors.

Trigonometry

Credit/Term: 1 / semester

Prerequisite: Algebra 3 and Teacher Recommendation

Description: This course will focus on a study of trigonometry, including: analyzing and graphing the six trigonometric functions, solving trigonometric identities, and applying this knowledge to a study of vectors, parametric equations, and polar equations. Students will also incorporate a study of analytic geometry in two and three dimensions. An emphasis will be placed on problem solving and applications.

Statistics

Credit/Term: 1 / semester

Prerequisite: Algebra 2 and Teacher Recommendation

Description: Statistics is a college-level, non-calculus based course in introductory statistics. It is an excellent option for any student who has successfully completed Algebra 2. This course is designed to present strategies for collecting, organizing, and drawing conclusions from data. Students will learn to interpret and judge the statistical information in the world around them. Computers and calculators will allow students to investigate and explore statistical concepts. Effective communication skills will be developed through regular written analysis of real data.

Calculus

Credit/Term: 1 / semester

Prerequisite: Teacher Recommendation

This course is designed for those students who want to gain a basic understanding of differential and integral calculus in one semester. The class will provide students with a solid

foundation for the AP Calculus class or college calculus.

Advanced Placement Calculus / Running Start

Credit/Term: 2 / year

Prerequisite: Pre Calculus Honors and Teacher Recommendation

Description: Understanding concepts and techniques of calculus is required for study of advanced mathematics, physical sciences, life sciences, economics, business, and other disciplines. AP calculus, for students with demonstrated ability and interest in mathematics, is equivalent to at least a two-semester college-level course in differential and integral calculus. The course content conforms to the College Board AP Program recommendations but is not limited to that. AP Calculus prepares students to take either the AP Calculus AB level or BC level exam. Which exam a student chooses will be determined based upon the student's performance in the course. Successful exam scores may result in advanced placement and/or college credit. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Advanced Placement Calculus/Physics / Running Start

Credit/Term: 2 / year

Prerequisite: AP Calculus and Teacher Recommendation

Description: Calculus was initially developed as a tool to solve problems in many areas, particularly in physics. This course is designed to reinforce that idea. While adhering to both curriculums, the students will be applying their newly found calculus knowledge to physics problems. Upon completing the course students will receive two credits, one math and one science, and have the opportunity to take three AP exams. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Science Department

The ConVal Science curriculum is aligned to national science standards. The Next Generation Science Standards (NGSS) emphasize teaching students the practices that scientists and engineers use on a daily basis as well as concepts related to the content area. Physical Science, Biology, and Earth & Space Science are required for graduation (3 credits).

Course	9	10	11	12	Prerequisite
Physical Science	x				None
Earth and Space Science		x	x	x	Physical Science
Biology		x			Physical Science
Biology Honors		x			Physical Science and Teacher Recommendation
Chemistry		x	x	x	Physical Science
Chemistry Honors		x	x	x	Physical Science and Teacher Recommendation
AP Chemistry			x	x	Honors Chemistry and Teacher Recommendation
Physics		x	x	x	Teacher Recommendation
Physics Honors		x	x	x	Teacher Recommendation
AP Biology			x	x	Honors Chemistry, Honors Biology and Teacher Recommendation
AP Calculus/Physics			x	x	AP Calculus/Teacher Recommendation
Sustainable Agriculture		x	x	x	Physical Science
Anatomy & Physiology 1			x	x	Biology and Teacher Recommendation
Anatomy & Physiology 2			x	x	Biology and Teacher Recommendation

Physical Science

Credit/Term: 1 / semester

Prerequisite: None

Description: A lab-based course covering the basics of scientific and engineering practices, chemistry topics of matter and energy, physics topics of motion, forces and waves, and STEM principles in alignment with the Next Generation Science Standards (NGSS). Emphasis is on learning concepts and skills through hands-on applications. Students will be exposed to scientific thinking and writing skills, experimental design, data collection, and analysis.

Earth and Space Science

Credit/Term: 1 / semester

Prerequisite: Physical Science

Description: Earth and Space Science is designed to take students on a journey from the beginning of our universe, to the formation of the stars and our planet. Students will explore Earth's geological, hydrological, meteorological and biological systems and how they function as part of The Earth System. Topics will include the Big Bang Theory, the fate of the sun, stellar evolution, Earth's place in space, the impacts of shifting tectonic plates, how matter and energy are recycled, climate change causes & effects, and humanity's evolving relationship with the Earth. Students will explore Earth and Space Science through individual and group activities, argumentative writing, collaborative efforts to problem-solve, science and engineering practices, and research-based STEM projects.



Biology

Credit/Term: 1 / semester

Prerequisite: Physical Science

Description: Biology, the study of living organisms, increases students' understanding of themselves as living organisms. This course examines structures and processes, unity and diversity among life forms, and heredity. Students successfully completing this course will better understand how living organisms function and interact as well as biomedical, ecological, and ethical issues of our society. They will be able to make informed decisions as citizens.

Biology Honors

Credit/Term: 1 / semester

Prerequisite: Physical Science and Teacher Recommendation

Description: This course explores the same general topics as level 012 but utilizes molecular biology as its base. It also involves more reading, writing, and homework, as well as

application of higher-level thinking skills. To succeed at the honors level, the student must demonstrate proficiency in time management and active reading.

Chemistry

Credit/Term: 1 / semester

Prerequisite: Physical Science

Description: This science course, which prepares students for college entry, is a laboratory science with an emphasis on experimental chemistry techniques and problem solving skills. Topics explored include the elements, formulas of compounds, writing and balancing of chemical equations, chemical reaction types, acids and bases, and calculations involving chemical quantities. Students must have good organization skills, an excellent work ethic, and a motivation to master the mathematical concepts of chemistry.

Chemistry Honors

Credit/Term: 1 / semester

Prerequisite: Physical Science and Teacher Recommendation

Description: This Honors course is designed to meet the needs of the highly capable student who demonstrates excellent writing, reading and thinking skills, with a genuine interest in the sciences. Laboratory experiments stress inquiry skills and mathematical analysis of the data and preparation for Advanced Placement Chemistry.

Advanced Placement Chemistry/Running Start

Credit/Term: 2 / year

Prerequisite: Honors Chemistry and Teacher Recommendation

Description: This science course is designed to be the equivalent of the general chemistry course taken during the first year of college. Students will prepare for the AP Chemistry exam, which provides for the possibility of college credit. Laboratory work and demonstrations supplement the lecture portion of the course. This course typically is offered alternate years with AP Biology. A previous or concurrent course in Physics is strongly suggested.

Physics

Credit/Term: 1 / semester

Prerequisite: Teacher Recommendation

Description: This is a Conceptual Physics course requiring working skills in Algebra and Geometry. Course content includes the fundamentals of motion, force, energy, work and physical properties of matter including inertia, momentum, and gravitational attraction are discussed.

Physics Honors

Credit/Term: 1 / semester

Prerequisite: Teacher Recommendation

Description: This honors level physics course is intended for college bound students planning to major in science or technology fields. This course will provide an in depth treatment of motion, force, work, energy, and momentum. Wave mechanics, sound, light, electrostatics, electricity and electronics are also addressed. It is recommended that students also complete Pre-Calculus.

Advanced Placement Biology

Credit/Term: 2 / year

Prerequisite: Honors Chemistry, Honors Biology and Teacher Recommendation

Description: This course is equivalent to a two-semester college course in introductory biology and is designed to enhance student knowledge gained in Honors Biology 010. The Four Big Ideas of biology: evolution, use of energy and matter, response to stimuli, and interactions within biological systems are the unifying themes of the course. Students explore the Enduring Understandings that fall under each Big Idea through inquiry investigations. A minimum of 25% of the course is spent engaging in laboratory exercises. Lecture notes, projects, and assigned readings are used to reinforce student learning. Significant time will be spent developing writing skills. Students are expected to work on course material outside of class daily. This course prepares students for the AP Exam, which provides opportunity for college credit.

This course is typically offered alternate years with AP Chemistry.



Advanced Placement Calculus/Physics / Running Start

Credit/Term: 2 / year

Prerequisite: AP Calculus and Teacher Recommendation

Description: Calculus was initially developed as a tool to solve problems in many areas, particularly in physics. This course is designed to reinforce that idea. While adhering to both curriculums, the students will be applying their newly found calculus knowledge to physics problems. Upon completing the course students will receive two credits, one math and one science, and have the opportunity to take three AP exams. Running Start Course: Dual credit option for this course is available for Juniors and Seniors for an additional fee.

Sustainable Agriculture

Credit/Term: 1 / semester

Prerequisite: Physical Science

Description: In this problem based learning (PBL) class, students gain knowledge and skills by working on authentic problems to answer a complex question relating to food production systems. Students explore the three overarching components of sustainable agriculture; profit for farmers and small scale growers over the long term, stewardship of our land, water and air, and quality of life for farmers/growers and their communities. Their studies include fieldwork at the hoop house across the road from ConVal High School and at the SMS greenhouse. Throughout Sustainable Agriculture, students plan, propagate, plant, grow, maintain, harvest and distribute food according to the season.

Anatomy and Physiology 1

Credit/Term: 1 / semester

Prerequisite: Biology and Teacher Recommendation

Description: This very demanding course was designed for students who have expressed an interest in pursuing a career in a health-related field. Students in this class explore the systems of the human body through both individual and group projects. Participation in dissections, lectures, laboratory experiences and independent research is required. The successful student demonstrates good time management skills. Content addressed in this section includes: introduction of anatomy and physiology, organization of the body, medical terminology, histology, integumentary system, skeletal system, muscular system, nervous system, the somatic and special senses, health occupations and history of medicine. This is a two-part course; students may opt for the first or second part of this curriculum separately for one credit each.

Anatomy and Physiology 2

Credit/Term: 1 / semester

Prerequisite: Biology and Teacher Recommendation

Description: This very demanding course was designed for students who have expressed an interest in pursuing a career in a health-related field. Students in this class explore the systems of the human body through both individual and group projects. Participation in dissections, lectures, laboratory experiences and independent research is required. The successful student demonstrates good time management skills. Content addressed in this section includes: endocrine system, blood and lymphatic systems, cardiovascular system, respiratory system, digestive system, nutrition and metabolism, urinary system, reproductive system, health occupations and health care issues. This is a two-part course; students may opt for the first or second part of this curriculum separately for one credit each.

Social Studies Department

All students are required to complete three (3) credits in Social Studies for graduation. Credits are earned by completing one credit in Eastern World Heritage; one credit in the required US History program and one credit of the required Government/Economics.

Course	9	10	11	12	Prerequisite
Eastern World Heritage	x				None
Western World Heritage		x	x	x	Eastern World Heritage
AP World History		x	x	x	Eastern World Heritage and Teacher Recommendation
American Economics/Government		x	x	x	None
United States History			x	x	Eastern World Heritage
AP United States History			x	x	Eastern World Heritage and Teacher Recommendation
World Religions			x	x	None
Psychology			x	x	None
Post World War II			x	x	United States History

Eastern World Heritage

Credit/Term: 1 / semester

Prerequisite: None

Description: This course will examine both the historical and geographic trends that have led to the development and sustainability of Eastern civilizations. Beginning with a study of geographic principles students will conduct a brief study of current issues in the Eastern World. Through the rest of the semester students will examine how Eastern civilization developed and interacted with Western civilizations from development of Islam to current globalization. Skills needed for the rest of high school social studies program will be introduced and practiced.

Western World Heritage

Credit/Term: 1 / semester

Prerequisite: Eastern World Heritage

Description: This course will examine both the historical and geographic trends that have led to the development and sustainability of Western civilizations. Beginning with a study of the cultural hearths of Europe, Africa and Meso-America, students will conduct a brief survey of how Western civilization developed and interacted with Eastern civilization from the first

globalization to the present. Skills needed for the rest of high school social studies program will be introduced and practiced.

Advanced Placement World History

Credit/Term: 2 / year

Prerequisite: Eastern World Heritage and Teacher Recommendation

Description: The purpose of the course is to develop a greater understanding of the evolution of global processes and contacts. The course highlights the nature of changes in international frameworks and their causes and consequences, as well as comparisons among major societies. The course builds on an understanding of cultural, institutional and technological precedents that, along with geography, set the human stage. Periodization forms an organizing principle for analyzing change. This course examines the great cultural civilizations of the Middle East, Europe, Africa, Asia, and Latin America.

American Government/Economics

Credit/Term: 1 /semester

Prerequisite: None

Description: This required course supports students in becoming active participants in the American Political and economic systems. Students learn the role of government and politics at the local, state and federal level, and explore the impact of the rule of law and our guiding principles. From an economic perspective, students will study the impact that scarcity has on individual, business, and federal government decisions, and will also delve into the micro and macro forces that influence financial, labor and global markets. This will be accomplished through an issues-based curriculum integrating both disciplines.



United States History

Credit/Term: 1 /semester

Prerequisite: Eastern World Heritage

Description: This course will address selected topics and themes in American History beginning with the Civil War and ending with the end of the Cold War. This course is intended for students who are seeking an understanding of the events and forces that have shaped modern American life.

Advanced Placement United States History

Credit/Term: 2 /year

Prerequisite: Eastern World Heritage and Teacher Recommendation

Description: This course is for serious history students and will cover selected topics and events in American History beginning with the discovery of the New World and culminating with an analysis of the events of the 1990s. This course will prepare students for the AP Examination in US History.

World Religions

Credit/Term: 1 /semester

Prerequisite: None

Description: This course will explore the religions of the Judeo-Christian-Islamic tradition and eastern religions such as Hinduism and Buddhism. Students will explore, compare and evaluate the foundations, beliefs, practices and traditions of each religion. Students will evaluate why humans believe and analyze the empiricist criticisms of religious belief. This course is offered every other year and will be offered in 2019-2020.

Psychology

Credit/Term: 1 /semester

Prerequisite: None

Description: This course is for students seeking an understanding of human behavior. Topics include the biological basis of behavior, human growth and development, personality development, learning and intelligence and mental health.

Post World War II

Credit/Term: 1 /semester

Prerequisite: United States History

Description: This course will be an in-depth analysis of US History, from 1945-2000. Areas of political and social inquiry will include The Cold War, The Arms Race, The Civil Rights Movement, The Vietnam War, the Reagan/Bush era, the First Gulf War, and the Clinton Administration, 9/11, and terrorism.

Visual and Performing Arts Department

The Visual and Performing Arts Department at CVHS is committed to fostering uniquely individual creative thought in a physically safe environment that encourages intellectual risk-taking. It is our fundamental belief that students should have a strong, skill-based foundation that provides opportunities to create, analyze and reflect on the role, value and impact the arts have on our society.

Course	9	10	11	12	Prerequisite
2D Studio Art	x	x	x	x	None
3D Studio Art	x	x	x	x	None
Ceramics	x	x	x	x	None
Aesthetics & Ideas		x	x	x	None
Studio Arts Extension	x	x	x	x	None
Introduction to Theater Arts	x	x	x	x	None
Theater Arts Workshop		x	x	x	Intro to Theatre Arts or Teacher Recommendation
Concert Band	x	x	x	x	None
Jazz Band	x	x	x	x	By Audition
Marching Band	x	x	x	x	None
String Ensemble	x	x	x	x	None
Concert Choir	x	x	x	x	None
Chamber Choir	x	x	x	x	None
Select Chorus	x	x	x	x	By Audition
Music in Film	x	x	x	x	None
History of Rock and Roll	x	x	x	x	None
Intro to Music Theory and Keyboard Playing	x	x	x	x	None

2D Studio Art

Credit/Term: 1 /semester

Prerequisite: None

Description: The primary focus of this class will be exploring art and design concepts through two dimensional artworks such as, drawing, painting, printmaking, and collage. The specific media and concepts will be based on the number of times the student taken the class, their abilities and work ethic. This is a multi-level class where students may be taking for the first, second, third time. While primarily a studio class, there will be regular reflective writing assignments, sketchbook homework, and technology expectations (Google Classroom, Digital Portfolio, Presentations).

3D Studio Art

Credit/Term: 1 /semester

Prerequisite: None

Description: The primary focus of this class will be exploring art and design concepts through three dimensional materials such as, cardboard, paper, wire, found objects and plaster. The specific projects, media and concepts will be based on the number of times students have taken the class, their abilities and work ethic. This is a multi-level class where students may be attending for the first, second, or third time. While primarily a studio class, there will be regular reflective writing assignments, sketchbook homework, and technology expectations (Google Classroom, Digital Portfolio, Presentations).



Ceramics

Credit/Term: 1 /semester

Prerequisite: None

Description: The primary focus of this class will be exploring art and design concepts, issues of function and craft through clay. The specific projects and concepts will be based on the number of times students have taken the class, their abilities and work ethic. This is a multi-level class where students may be attending for the first, second, or third time. While

primarily a studio class, there will be regular reflective writing assignments, sketchbook homework, and technology expectations (Google Classroom, Digital Portfolio, Presentations).

Aesthetics & Ideas

Credit/Term: 1 / semester

Prerequisite: None

Description: Asking the essential question, "how art, stories, faiths and philosophies shape individual and community identities," this Art and English department collaboration explores everything great about art, language and ideas. Through large group, small group, independent and online explorations, students and co-teachers from each department will look at what it means to be human, the power of communication and community and how, what, and why humans have made, collected and shared art and stories and faiths and philosophies to both unite and separate themselves from other cultures, societies and traditions. This class is heavy on thinking, making and doing. Be excited, be very, very excited. This course awards .5 credit in Art and .5 in English and can be taken for a full English credit. This determination must be made at the start of the course.

Studio Art Extension

.5 Arts or Elective Credit; Year Long weekly meetings during 1 TASC period

Description: This ELO is open to all students who are interested in extending their studio practice above and beyond the basic course requirements. Students meet weekly with the visual arts teachers to learn about independent art practice, ConVal arts alumni, post-secondary art programs, and careers in the arts. Students work with a community partner to exhibit their artwork out in the greater community. Students compile a portfolio of their artworks (in process and finished) throughout the course of the ELO. They are assessed based on their final portfolio to an audience, which may include peers, teachers, community partners, and/or other audience members they select; their final reflection.

Introduction to Theater Arts

Credit/Term: 1 / semester

Prerequisite: None

Description: Theatre Arts is a production-based introductory class in which students learn and practice acting, directing and technical theatre skills along with theatre history, and script analysis. Students participate in various improvisation and theatre games, as well as other community building activities. Learning about the design and building of sets, costumes, make-up, lights and sound, students identify meaning and technique in the visual components of performance. Acting skills are also identified and explained through the monologue process. The "final showcase" of the course allows a student to select one of two areas of expertise to help produce a selection of works to present to an invited audience. This course may be taken for either English or Visual and Performing Arts Credit. This determination must be made at the start of the course.

Theater Arts Workshop

Credit/Term: 1 / semester

Prerequisite: None

Description: Theatre Arts Workshop a production-based class designed for students with interest in exploring the process of creating and developing their own creative theatre work. Students in this class may work on skills in directing, performing, technical design, playwriting, etc. Students will present their work in a culminating Showcase. Attendance at the final showcase is required. Students taking this class must be prepared to commit time outside of class for auditions, rehearsal and performance time if they seek to direct a short play. This course may be taken multiple times. Students must have either previously taken Theatre Arts or have involvement in a theatre program with approval of the instructor. This course may be taken for either English or Visual and Performing Arts Credit. This determination must be made at the start of the course.

Concert Band

Credit/Term: 1 / semester or 2 / year

Prerequisite: None

Description: Concert Band is offered to students in grades 9-12 who enjoy playing a woodwind, brass, string bass or percussion instrument. Band has the option to meet daily or every other day at. Repertoire includes all genres of music from marches to the pops and romantic to modern. Students in concert band will have some performances which include but are not limited to concerts, pep band and parades.

Marching Band

Credit/Term: 1 / semester or 2 / year

Prerequisite: None

Description: Marching Band is offered to dedicated students in grades 9-12 who plays a woodwind, brass, electric bass/guitar or percussion instrument. This class rehearses outside the school day and requires a week of band camp before the school year. Students in Marching Band will have several performances which include but are not limited to concerts,



parades, pep band and band shows. Students in Marching Band also participate in Concert Band.

Jazz Band

Credit/Term: 1 / semester or 2 / year

Prerequisite: By Audition

Description: Jazz Band is offered by audition to dedicated students in grades 9-12 who play saxophone, trumpet, trombone, clarinet, piano, electric bass/guitar, drum set and vibraphone. This class rehearses outside the regular school schedule and students receive credit at the 012 level. Jazz Band covers a variety of styles, including swing, funk, rock and Latin. Students in Jazz Band will have several performances, such as concerts, parades and pep band. Students in Jazz Band also participate in Concert Band.

String Ensemble

Credit/Term: 1 / semester or 2 / year

Prerequisite: None

Description: Offered to anyone in grades 9-12 who enjoys playing violin, viola, cello, double bass, piano and classical guitar. String Ensemble will have a wide variety of repertoire programmed uniquely for the participating students. Genres include romantic, classical, baroque and contemporary. The String Ensemble will have a number of required performances throughout the school year.

Concert Choir

Credit/Term: 1 / semester or 2 / year

Prerequisite: None

Description: Concert Choir is the largest vocal ensemble at ConVal open to any students in grades 9 - 12 at varying levels of proficiency. This choir meets every other day throughout the semester. As part of this ensemble, students are required to participate in after school performances. No previous experience is necessary.

Chamber Choir

Credit/Term: 1 / semester or 2 / year

Prerequisite: None

Description: Chamber Choir is a smaller group of students open to anyone in grades 9 - 12 at varying levels of proficiency. This choir meets daily throughout the semester. As part of this ensemble, students are required to participate in after-school performances. No previous experience is necessary nor are auditions held.

Select Chorus

Credit/Term: 1 / semester or 2 / year

Prerequisite: By Audition

Description: Select Chorus is ConVal High School's premier vocal ensemble comprised of auditioned students in grades 9 - 12. Select Chorus meets after school for an hour and a half each week and performs advanced choral repertoire from diverse genres. As part of this ensemble, students are required to participate in after-school performances and additional collaborative projects. While no additional credit is offered, participation in Select Chorus raises

the level of chorus credit to the 012 level as opposed to 123. Auditions are open to all students and while prior experience is suggested, is not required to audition.

Music in Film

Credit/Term: 1 / semester

Prerequisite: None

Description: This course follows the development of music and sound in film, from the beginning of the silent movie era to the great film composers of the 20th century and today. Students will explore the role and expression of music in film, learn about the fundamental elements of film music and composers, as well as, develop a criteria for describing and assessing film music. Students will take on the role of composer and create original music for selected scenes and characters.

History of Rock and Roll

Credit/Term: 1 / semester

Prerequisite: None

Description: Examine the birth of rock n roll music and track its evolution from the 50s through to modern day music making. This process will highlight specific artists, identify historical contexts, consider social influences, and identify musical connections between present and past. Students will learn concepts by listening and watching famous musicians. Students will learn the basics of guitar playing, tab reading, chord patterns and rock and roll riffs.

Intro to Music Theory & Keyboarding

Credit/Term: 1 / semester

Prerequisite: None

Description: This course is designed for all levels of musicians. For the musically inclined but less experienced, students will learn the fundamentals of music through the keys of the piano and an introduction to music theory. For those more experienced musicians, students will learn keyboard technique, music reading, expression, and more in-depth music theory. Music Theory is most appropriate for students who sing or play instruments who wonder, "how things work" in the musical language. Students will be exposed to the inner workings of both rhythm and melody through dictation, composition, chord progression identification, inversions, intervals, etc. Students will read music.

Wellness Department

Physical Education and Health graduation requirements will be achieved through a two part (2) Health and Wellness program. Students will be expected to complete both semester-long courses to meet the requirements of one (1) credit PE and one (1) credit of health.

Course	9	10	11	12	Prerequisite
Health & Wellness 1	x	x			None
Health & Wellness 2			x	x	Health & Wellness 1
Personal Fitness			x	x	Health & Wellness 1

Health & Wellness 1

Credit/Term: 1 / semester

Prerequisite: None

Description: Health and Wellness 1 is a combined physical education and health class. The focus of the class is to develop the understanding, knowledge and skills needed to maintain an appropriate level of health and fitness, to engage in health enhancing activities and to develop an understanding of how personal fitness and overall wellness provide benefits that lead to a healthy lifestyle. Students will be required to change into athletically appropriate clothing everyday.

Health & Wellness 2

Credit/Term: 1 / semester

Prerequisite: Health & Wellness 1

Description: Health and Wellness 2 is a combined physical education and health class that builds on the skills and knowledge learned in Health and Wellness 1. The focus of the class is to develop a greater understanding of the lifelong benefits of health and fitness through the skills of self-management and advocacy. In PE the emphasis will be on developing the skills and knowledge needed to enhance physical fitness and on activities that promote a lifelong appreciation of the benefits of physical activity as part of a healthy lifestyle. Students will be expected to change into athletically appropriate clothing for PE. In health the emphasis will be on the skills and knowledge needed to plan and implement lifelong, health enhancing activities and to become health literate adults.

Personal Fitness

Credit/Term: 1 / semester

Prerequisite: Health & Wellness 1

Description: This course is designed to give students the opportunity to learn fitness concepts and conditioning techniques used for obtaining optimal physical fitness. Students will benefit from comprehensive weight training and cardiorespiratory endurance activities. Students will

learn the basic fundamentals of strength training, aerobic training, and overall fitness training and conditioning. The course will include both lecture and activity sessions. Students will be empowered to make wise choices, meet challenges, and develop positive behaviors in fitness, wellness, and movement activity for a lifetime. Students will be required to complete weekly written assignments and to participate in daily work out sessions (workout appropriate clothing is required). This is an elective class and may be taken junior/senior year.

World Language Department

World languages provide opportunities for students to become global citizens. Communication, collaboration, and culture are all crucial in educating 21st century learners. Students will develop skills in presentational, interpretive, and interpersonal modes, by reading, writing, speaking, viewing, and listening in the target language.

Course	9	10	11	12	Prerequisite
Spanish 1	x	x	x	x	None
Spanish 2	x	x	x	x	C grade average in Spanish 1 and Teacher Recommendation
Spanish 3		x	x	x	C grade average in Spanish 2 and Teacher Recommendation
Spanish 4		x	x	x	C grade average in Spanish 3 and Teacher Recommendation
AP Spanish			x	x	C grade average in Spanish 4 and Teacher Recommendation
German 1	x	x	x	x	None
German 2	x	x	x	x	C grade average in German 1 and Teacher Recommendation
German 3		x	x	x	C grade average in German 2 and Teacher Recommendation
German 4		x	x	x	C grade average in German 3 and Teacher Recommendation
AP German			x	x	C grade average in German 4 and Teacher Recommendation

Spanish 1

Credit/Term: 1 / semester

Prerequisite: None

Description: Students can interpret, communicate and present basic information in familiar and everyday contexts by recognizing and using practiced or memorized words, phrases, and simple sentences in spoken or written texts.

Spanish 2

Credit/Term: 1 / semester

Prerequisite: C grade average in Spanish 1 and Teacher Recommendation

Description: Students will further develop communicative skills related to everyday and familiar topics. Students continue to expand their understandings of Spanish-speaking countries by identifying and comparing cultural aspects. The emphasis is on vocabulary development and grammatical structures to develop the students' skills in listening, speaking, reading and writing.

Spanish 3

Credit/Term: 1 / semester

Prerequisite: C grade average in Spanish 2 and Teacher Recommendation

Description: This course is designed to introduce more complex grammatical structures and thematic vocabulary to further develop the four language skills of speaking, listening, reading and writing. Students will deepen their knowledge of Spanish-speaking cultures and their own by comparing and contrasting products, practices, and perspectives with the goal of fostering effective and appropriate interactions with people from other cultural backgrounds.

Spanish 4

Credit/Term: 1 / semester

Prerequisite: C grade average in Spanish 3 and Teacher Recommendation

Description: This course offers students the opportunity to refine their communication skills in speaking, listening, reading and writing, while improving self-expression and flexibility in the target language. Students will demonstrate increased control of more sophisticated grammatical concepts and additional thematic vocabulary. Students will continue to study the culture and customs of Spanish-speaking people through comparing and contrasting products, practices, and perspectives. Students will develop a knowledge and appreciation of Hispanic history, literature, art, and music.

Advanced Placement Spanish

Credit/Term: 1 / semester

Prerequisite: C grade average in Spanish 4 and Teacher Recommendation

Description: This course follows the guidelines of the College Board® AP Spanish Language and Culture course and provides opportunities for students to demonstrate their proficiency in speaking, listening, reading and writing. When communicating, students in the AP Spanish Language and Culture course demonstrate an understanding of the culture(s), incorporate interdisciplinary topics (connections), make comparisons between the native language and the target language and between cultures (comparisons), and use the target language in real life settings (communities).

German 1

Credit/Term: 1 / semester

Prerequisite: None

Description: Students can interpret, communicate and present basic information in familiar and everyday contexts by recognizing and using practiced or memorized words, phrases, and simple sentences in spoken or written texts.

German 2

Credit/Term: 1 / semester

Prerequisite: C grade average in German 1 and Teacher Recommendation

Description: Students will further develop communicative skills related to everyday and familiar topics. Students continue to expand their understandings of German-speaking countries by identifying and comparing cultural aspects. The emphasis is on vocabulary development and grammatical structures to develop the students' skills in listening, speaking, reading and writing.



German 3

Credit/Term: 1 / semester

Prerequisite: C grade average in German 2 and Teacher Recommendation

Description: This course is designed to introduce more complex grammatical structures and thematic vocabulary to further develop the four language skills of speaking, listening, reading and writing. Students will deepen their knowledge of German-speaking cultures and their own by comparing and contrasting products, practices, and perspectives with the goal of fostering effective and appropriate interactions with people from other cultural backgrounds.

German 4

Credit/Term: 1 / semester

Prerequisite: C grade average in German 3 and Teacher Recommendation

Description: This course offers students the opportunity to refine their communication skills in speaking, listening, reading and writing, while improving self-expression and flexibility in the target language. Students will demonstrate increased control of more sophisticated grammatical concepts and additional thematic vocabulary. Students will continue to study the culture and customs of German-speaking people through comparing and contrasting products, practices, and perspectives. Students will develop a knowledge and appreciation of German history, literature, art, and music.

Advanced Placement German

Credit/Term: 1 / semester

Prerequisite: C grade average in German 4 and Teacher Recommendation

Description: This course follows the guidelines of the College Board® AP German Language and Culture course and provides opportunities for students to demonstrate their proficiency in speaking, listening, reading and writing. When communicating, students in the AP German Language and Culture course demonstrate an understanding of the culture(s), incorporate interdisciplinary topics (connections), make comparisons between the native language and the target language and between cultures (comparisons), and use the target language in real life settings (communities).