

AGREEMENT

BETWEEN

THE HOLLIS/BROOKLINE COOPERATIVE
SCHOOL BOARD

AND

THE HOLLIS EDUCATION ASSOCIATION

2021 – 2024

JULY 1, 2021 – JUNE 30, 2024

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Hollis Brookline Cooperative Professional Staff

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ARTICLE I
RECOGNITION

1.1 The Hollis/Brookline Cooperative School Board (hereinafter referred to as "The Board") recognizes, for purposes of collective bargaining, the Hollis Education Association, NEA-NH, (hereinafter referred to as "The Association") as the exclusive representative of all certified teaching employees, librarians, school nurses, guidance counselors, school psychologists, 504 Coordinators, and Student Assistance Program Counselors (hereinafter referred to as "Staff Members") employed in the Hollis/Brookline Cooperative School District (hereinafter referred to as "The District").

1.2 The Association agrees to represent all Staff Members in the unit designated above without discrimination and without regard to membership in the Association.

1.3 The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.

1.4 Life, health and dental insurance coverage are available only to Staff Members regularly employed by the District for fifteen (15) or more hours per week. For those Staff Members regularly employed by the District for thirty (30) or more hours per week, but less than full-time, life, health, dental insurance and all other economic benefits listed herein (Opt-out stipend, etc.) will be calculated on a pro-rata basis. For those Staff Members regularly employed by the District for at least fifteen (15) hours per week, but less than thirty (30) hours per week, all related costs of these insurance coverages are the employee's responsibility.

ARTICLE II
NEGOTIATIONS PROCEDURE

2.1 Not later than October 1 of each year, the parties agree to enter into negotiations. Negotiations shall be in accordance with the procedures set forth in RSA 273-A.

2.2 During negotiations, the committee of the Board and the Committee of the Association will present relevant data, exchange points of view, and make proposals and counter proposals.

2.3 The costs of the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.

2.4 A copy of any agreement reached hereunder will be filed with the NH PELRB within fourteen (14) days of its execution.

2.5 Both parties recognize that 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 of the District. The Board recognizes it must make a good faith effort to secure the funds necessary to implement the agreement. If such

funds are not forthcoming, the Board and the Association shall resume negotiations in accordance with RSA 273-A.

ARTICLE III PEACEFUL RESOLUTION OF DIFFERENCES

3.1 In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, engage in or condone any strike, slow down, work stoppage, or other concerted refusal to perform any appropriate assignment on the part of any Staff Member or Members represented under the terms of this Agreement.

3.2 Neither the Association nor its members shall take part in or condone "sanctions" against the Board or the District, nor shall the Association, or any Staff Member engage in any activity contrary to RSA 273-A.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 DEFINITION

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a Staff Member or group of Staff Members based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved party" is the person or persons or the Association making the claim. All time limits specified in this Article IV shall mean school days, except under Section 4.8 of this Article IV.

4.2 PURPOSE

The parties acknowledge that it is more desirable for a Staff Member and their immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix A attached hereto) and referred to the following formal grievance procedure.

4.3 RIGHT OF REPRESENTATION

A Staff Member covered by this Agreement shall, under this Article IV, have the right to have an association representative present at any time subject to their requesting such representation.

4.4 TIME LIMIT

A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days of its occurrence, or within twenty (20) school days of when the party should have known of its occurrence.

4.5 FORMAL PROCEDURE

The grievance shall state the specific alleged violation or condition with proper reference to the contract agreement and relief sought.

LEVEL A. Within three (3) days of receipt of a formal grievance, the building principal shall meet with the aggrieved Staff Member. Within two (2) days following any such meeting, the principal shall give their answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of any answer given at this level.

LEVEL B. Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give their answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level the grievance may be referred to Level C, the School Board.

LEVEL C. Within thirty (30) days of a grievance being referred to this level, the Board will hold a hearing with the participants of Levels A and B, examine the facts of the grievance and render a decision. If the grievance is not settled at this level, then within thirty (30) days from the receipt of the answer rendered at this level, the matter may be referred to arbitration as set forth in Level D of this procedure.

LEVEL D. If the matter is referred to arbitration, the parties shall have ten (10) days to select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use their best efforts to arbitrate the grievance, but they shall have no power or authority to do other than interpret and apply the provisions of this Agreement and they shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

4.6 Time periods specified in this procedure may be extended by mutual agreement.

4.7 Grievance(s) of a general nature or involving the Superintendent may be submitted by the Association to Level B.

4.8 In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).

4.9 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 aggrieved person to proceed to the next level.

4.10 The parties agree that Staff Members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

4.11 The following matters are excluded from the arbitration provisions of this Agreement.

A. Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA-273-A;

B. School Board Policies, except for Reduction-in-Force referenced herein in Article X, Section 10.8;

C. Suspension, dismissal and non-renewal of a Staff Member as defined by the appropriate RSA's.

4.12 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

4.13 No disciplinary action (termination, suspension, written reprimand, or disciplinary demotion) or withholding of compensation as a result of placement on an Intensive Assistance Phase Plan shall be taken without just cause. All disciplinary action (termination, suspension, written reprimand, or disciplinary demotion) or withholding of compensation as a result of placement on an Intensive Assistance Phase Plan shall be issued confidentially, in writing, directly to the employee.

ARTICLE V STAFF EVALUATION

5.1 The Board and the Association agree that the responsibility for staff evaluation rests with the administration and that such evaluations will be done on an ongoing basis. Staff evaluation will be conducted by the school administration in accordance with the SAU 41 Professional Growth Master Plan **then in effect**.

5.2 In accordance with Article 8.3, it is understood that pay and termination decisions may be associated with the Intensive Assistance Phase Plan.

5.3 Prior to April 1 of each year, administrators will submit to the Superintendent a list which will name each professional under their supervision to be recommended for renewal.

5.4 Professional Rights

A. A written evaluation report will be reviewed with the Staff Member and signed electronically in the Professional Development Management System by both the Staff Member and the evaluator.

- B.** If the professional objects to any documentation that will be put in their personnel file, they are encouraged to put objections in writing and attach them to the document to be filed in their personnel file.
- C.** All written reports, observations, evaluations, letters of concern and assistance plans shall contain the following statement: The professional's signature indicates only that they have seen this report and does not indicate agreement or disagreement with the report.
- D.** A professional shall have the right, upon request, to review the contents of their personnel file. A professional shall be entitled to have a representative of their Association accompany them during such review. Although the District agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file, which is not available for the professional's inspection. A professional shall have the right to append a statement to any material placed in their file and to make a copy of any or all materials found in said file.
- E. Other than the statutory guarantees of a Staff Member's own right to review the content of their personnel file, access to material contained therein will be limited to the HR Director, SAU Administrators and Building Administrators within the District.**

5.5 Specific complaints regarding a professional shall be investigated before a complaint(s) can become part of the professional's personnel file. Persons making a complaint should be encouraged to speak directly to the professional involved. Whenever a supervisor includes a complaint in the professional's evaluation or places a complaint in the professional's personnel file, the professional shall have the right to know the identity of person(s) making the complaint against them. In the event that a complaint is anticipated to be included in a professional's personnel file, they shall be notified, and they shall be given an opportunity to respond to the complaint as provided in **Section 5.4(D)** above.

ARTICLE VI NOTICES OF VACANCIES

6.1 Vacancies within the District will be posted on a bulletin board at each of the schools as soon as the Board approves filling the vacancy. Such notices will include a description of the position, as it is then known to be, the requirements of the position, and the place and date at which an application is to be submitted. The Board shall consider the qualifications, and experience of all applicants and, if these factors are substantially equal, will give preference to current employees in the District in filling vacancies. As long as there are no substantially qualified persons on layoff who are eligible for recall as defined in Article 10.7, Reduction-in-Force, the Board shall make the final decision in filling vacancies.

ARTICLE VII

STAFF DEVELOPMENT

7.1 Re-certification does not guarantee continued employment by the District. Regardless of the type of certificate held, all Staff Members, as a condition of employment, must satisfactorily acquire a minimum of seventy-five (75) clock hour credits for each successive three year period, this period to coincide with the dates of certificate issue and renewal.

7.2 Clock hour credits are acquired in accordance with the Professional Development Master Plan. It is the responsibility of the Staff Member to accumulate sufficient clock hour credits for re-certification and continued employment. Notification of a Staff Member's failure to obtain re-certification will immediately void that Staff Member's contract with the District.

7.3 Staff members shall use the electronic professional development management system (PDMS) to accumulate and track their recertification hours. The number of Staff Development hours accumulated, the amount needed for re-certification and hours needed for completion of the conditions of employment shall be updated to the electronic PDMS by the staff member. The administration will ensure that all in-district development activities are posted to the PDMS in advance of delivery. The responsibility for re-certification and completion of those conditions of employment still rests with the individual, who shall verify their own records.

7.4 STAFF DEVELOPMENT AND COURSE REIMBURSEMENTS

The Board will provide Staff Members reimbursement and/or PD clock hours for pre-approved courses and pre-approved staff development activities. Also, state recertification fees (minus any penalties) will be reimbursed.

Professional Development (PD) Reimbursement shall be funded from the fiscal year in which the PD commences.

1. Electronic approval must be obtained from the Superintendent or their designee prior to registration. To be approved, a course must be directly related to the Staff Member's current assignment within the District, to objectives defined in the Staff Member's evaluation or to any career objective in education that is reasonable for the Staff Member to achieve within the District. Administration will respond to the electronic submission within 5 school days.

Staff members may choose one of the reimbursement options below:

- a. Reimbursement (for courses and/or workshops): One hundred percent (100%) of eligible tuition shall be paid to the staff member after the completion of the course and upon presentation of a grade report reflecting a grade of "B" or better (or "pass" in a course offering only pass/fail grades). A staff member who fails to achieve a grade who fails to achieve a grade of "B" or better (or "pass" in a course offering only "pass/fail" grades) or fails to complete the course that term shall not be eligible for reimbursement.

b. Prepayment (for courses only): After signing a prepayment course reimbursement contract declaring the staff member's intent to remain employed by the District for at least one year after the end date of the course, one hundred percent (100%) of eligible tuition shall be paid to the staff member prior to the start of the course. A staff member who fails to achieve a grade of "B" or better (or "pass" in a course offering only pass/fail grades) and provide a grade report reflecting the same, who fails to complete the course that term, and/or who fails to remain employed by the District for at least one year after the end date of the course shall repay the District the entire amount previously paid to the staff member for the course. All prepayment funds will be paid to the employee within thirty (30) days of receipt of the approved prepayment request by the Business Office. Except in cases of disability, non-renewal, or reduction in force of the employee, each bargaining unit member who has received prepayment is expected to remain employed in the District for at least one full year after the year in which/for which they have received the reimbursement. Other exceptions will be considered on a case by case basis by the Superintendent or designee.

2. Staff Members may be reimbursed for pre-approved graduate level courses up to \$4,500 per contract year. Tuition, laboratory fees, and required books for graduate level courses will be eligible for reimbursement with pre-approval and if a grade of “B” or better is received (or “pass” in a course offering a pass/fail grade).

3. Staff Members may be eligible for preapproved staff development activities (including travel and living expenses) and will be entitled to state recertification fees (excluding penalties) in the amount not to exceed one thousand dollars (\$1,000) per Staff Member per contract year. At the end of the contract year, any funds not used in this article will be returned to the District.

7.5 All Staff Development training, regardless of source, format or cost, for which recognition will be sought under any part of Article VII must be pre-approved by the staff member’s building administrator, the superintendent or the superintendent’s designee. Requests for exception to pre-approval may be considered without obligation at the discretion of the approver. If a request is denied, a staff member may initiate the appeal process referenced in the Professional Growth Master Plan. The decision at the conclusion of the appeal process will be final.

ARTICLE VIII COMPENSATION

8.1 The basic annual salaries for full-time employment of Staff Members covered by this Agreement are determined from necessary appropriations by the voters of the District. Salaries for full-time Staff Members for the **2021-2022 through 2023-2024** school years shall be as indicated in Appendix B. Salaries for part-time Staff Members will be calculated according to the following M²GRD weighted formula times the amount indicated in the salary schedule (APPENDIX B).

$$S_D = S_F \times \frac{C + .5D}{P}$$

Where: S_F = salary of full time person per Appendix B/

- number of teacher days in school year
- S_D = daily salary
- P = 6 for staff at the High School
6.5 for staff at the Middle School
- C = number of classes taught per day
- D = number of planning periods and/or administrative duties. (A planning period is granted to any teacher teaching three (3) or more classes per day.)

Staff members who have not reached the last step of their respective column on the regular salary table of the **2018-2021** Agreement, will receive one step increase on July 1, **2021**, one step increase on July 1, **2022** and one step increase on July 1, **2023**. Staff members who reach, or have reached, the last step of their respective column on the salary table shall remain at that last step, and receive the salary specified for that step for each remaining year of this agreement period. There will be no other step increases until a successor agreement is reached.

8.2 Placement on the salary schedule at the time of initial hiring shall be in accordance with the Staff Member's total years of experience, highest degree held, and number of credits earned beyond said degree. When there are no further entries beyond a certain step in a given column of the salary schedule, Staff Members who are placed in that column and have that number of years of experience, or more, will be placed at the last step. In the headings of the columns of the salary, "Exp" refers to the number of years of experience; the designation "B" refers to a Bachelor's Degree, the designation "M" refers to a Master's Degree and the numeric values "+15" and "+30" refer to additional college credits earned beyond highest degree held. Subsequent placement on the schedule shall reflect additional experience, degrees, and credits earned. The Superintendent may withhold step, track and/or across-the-board increases from Staff Members already on an Intensive Assistance Plan on July 1, beginning with the step, track change and/or across-the-board increases effective at the beginning of the **2021-2022** school year. The decision of the Superintendent may be subject to the existing grievance procedure in Article IV. The Staff Member shall be re-evaluated within ninety (90) school days after being informed in writing of the Superintendent's decision to withhold the increase. If the Staff Member has corrected the performance deficiency, based upon the Staff Member's Intensive Assistance Phase Plan, the increase shall be granted effective as of the date such increases were effective for other staff members.

8.3 Salary Table Column (Lane) Changes

By September 30th of each year, Staff Members shall notify the SAU Business Office, in writing, by a process established by the SAU, of their intent to complete a Lane Change in the next school year. The SAU will provide confirmation of receipt of this notification. Failure to meet this deadline will result in a delay of the pay increase for the Lane Change until the school year following the next year, provided the appropriate paperwork is submitted. For example, the **2021-2022** deadline for submission would be September 30, **2021**, for the change to be budgeted and made effective for the next school year (**2022-2023**). If the deadline is missed, the change would then be effective for the **2023-2024** school year. By October 15th of each year, for those staff

members who notified the SAU in the prior fiscal year of their intent to change lanes/tracks, completed Evaluation forms (not future dated requests) must be submitted after completion of the courses, along with OFFICIAL transcripts directly to Human Resources. Completed packets received on or before October 15th of each year will be processed retro-actively to the start of that school year. Any completed packet received after that date will be processed for the next available pay period.

In order for a course to count toward a column (lane) change on the salary schedule, the following requirements shall apply:

- a. The course must be graduate-level.
- b. If the course was paid in full or in part by the District under this Section, all requirements for course reimbursement must be met; otherwise, a transcript report reflecting a grade of "B" or better (or "pass" in a course offering only pass/fail grades) must be presented.
- c. The course cannot have been used previously toward the Professional Development Stipend.
- d. All courses must be pre-approved by the Superintendent or designee as qualifying for credit towards a column (lane) change utilizing the current submission process in the professional development management system (PDMS).

8.4 High School Department Chairs

High School Department Chairs will be paid at rate of 8% of the base salary. High School Department Chairs will teach four classes instead of five, unless mutually agreed upon between Administration and the Department Chair. Base salary is defined as B-Step 1 on the current salary schedule.

8.5 Retirement Benefits

1. Staff Members covered under this Agreement who have completed 15 or more years of service in a position covered by this collective bargaining agreement and within the Brookline School District, Hollis School District and/or the Hollis Brookline Cooperative School District and who are at least 55 years of age are eligible subject to School Board approval to receive a retirement benefit equal to the following:

(25 + N)% of the last full year's salary, where N= the number of combined years of service in the above districts beyond 15 years

2. Staff Members whose service in the Brookline School District, Hollis School District and/or the Hollis Brookline Cooperative School District has been at least partially on a part-time basis and who are approved for the retirement benefit in Section 8.5.1 shall receive a prorated payment calculated by multiplying the applicable payment in Section 8.5.1 by a fraction, the denominator of which is the employee's total years of service in the Brookline School District, Hollis School District and/or the Hollis Brookline Cooperative School District and the numerator of which is the sum of the employee's full-time equivalent (FTE) years of service in the Brookline School District, Hollis School District and/or the Hollis Brookline Cooperative School District.

For example, if a Staff Member is retiring with a total of fifteen years of service in the Brookline School District, Hollis School District and/or the Hollis Brookline Cooperative School District,

ten (10) of which were full-time and five (5) of which were part-time with FTE years of service equal to 0.4, 0.4, 0.6, 0.6, and 0.8, then the retirement benefit would be calculated as follows:

$$\text{Last Full Year's Salary} \times (25 + N)\% \times (10 + 0.4 + 0.4 + 0.6 + 0.6 + 0.8)/15$$

3. For retirement notices given to the Superintendent prior to December 1st of the Staff Member's last year of employment, payment shall be made in a lump sum immediately after July 1st of the year of the Staff Member's retirement. If retirement notice is given after December 1st of the Staff Member's last year of employment, payment shall be made in a lump sum immediately after July 1st of the year after the Staff Member's retirement.

4. The Board shall consider all requests for retirement under Section 8.5.1 and shall grant up to eight (8) Staff Members this benefit. At the discretion of the Board, more than eight (8) requests per year may be granted.

5. If the Board receives more than eight (8) requests for this benefit, it shall determine those who receive this benefit according to the following guidelines:

1. Staff Members with the greater number of years of combined service in the Brookline School District, Hollis School District and/or the Hollis Brookline Cooperative School District will be given priority.

2. In the case of a tie in years of service between multiple Staff Members, the birthdates of the Staff Members will be compared and the Staff Member with the earlier birthdate will be given preference.

ARTICLE IX SCHOOL NURSE

9.1 School Nurse placement on the salary schedule shall be based on the number of years of experience as a school nurse. Nurses are eligible for horizontal movement on the salary schedule for attainment of college credit or a degree up to MA+30. College credit and degrees shall relate to school work performed. Nurses are eligible for the Professional Development Stipend.

ARTICLE X WORKING CONDITIONS

10.1 School Year

The school year for Staff Members covered by this Agreement shall commence no earlier than the Monday before Labor Day. There will be no more than 5 days added to the school year to make up for snow days and/or emergency days.

The school year for Staff Members covered by this Agreement shall not exceed one hundred eighty-seven (187) work days for returning Staff Members and one hundred eighty-nine (189) work days for new Staff Members delineated as follows:

- (a) A maximum of one hundred eighty-two (182) days of student instruction
- (b) Two (2) orientation days before school begins for new Staff Members paid per **hourly** (dates to be determined by the Superintendent). **A Staff Member's hourly wage will**

be calculated by dividing the Staff Member's annual salary, S_F in Article 8.1, by 187 days and then dividing the resulting per diem wage by 7.41 hours.

- (c) Two (2) days for classroom preparation and meetings before students return for returning Staff Members, as determined by the Building Principals
- (d) A maximum of seven (7) additional professional development/in-service days that may include Parent-Teacher Conferences held outside of the school day.

10.2 A Staff Member whose contract year consists of other than this number shall receive a salary, as determined from Article VIII, which has been adjusted either up or down by an amount equivalent to their normal rate of compensation computed on a daily basis for each working day by which their contract year varies from the normal school year.

10.3 School Day

Except in cases of emergency, Staff Members will be in their respective classrooms or performing supervisory or instructionally related activities at least fifteen (15) minutes prior to the beginning of the pupil school day and at least fifteen (15) minutes after the close of the pupil school day. The pupil school day will not exceed seven (7) hours and five (5) minutes. Professional development/PLC activities may be required outside of these times, but will not begin earlier than seven (7) am.

10.4 Except in cases of emergency or cases approved by an administrator, Staff Members will be required to attend monthly faculty meetings, monthly department meetings, conferences with parents and/or students, Open House in September, and/or conferences with administration as required. Such meetings and duties shall be of reasonable frequency and duration and based upon current practice. Staff Members will receive professional development clock hours for each of the above mentioned professional activities consistent with the SAU 41 Professional Growth **Plan**.

10.5 The Board agrees that each teacher will have a continuous duty-free lunch period, at least equal to a student's lunch period. Circumstances allowing, teachers may leave school grounds during this time provided that the teacher signs out and in at the Main Office. Counselors and nurses cannot be guaranteed a continuous duty-free lunch because of the nature of their work.

10.6

1. High School: Full time Staff Members shall be assigned to five (5) teaching periods and two (2) preparation periods. Staff Members shall also be assigned a duty during CavBlock or to one of the following: study hall assignment, tutoring students, hall supervision, lunch duty or another duty that is mutually acceptable to the building administrator and the individual Staff Member. Staff Members will be equitably assigned to one of the above duties and this assignment shall either:

(a) not exceed one period per day and will not last for more than two quarters per year, if such duty is study hall, tutoring students, hall supervision or another duty that is mutually acceptable to the building administrator and the individual Staff Member; or

(b) not exceed the scheduled CavBlock, if assigned to CavBlock related duty.

2. Middle School: **Full time Staff Members shall be assigned to five (5) teaching periods, two (2) preparation periods, and one (1) section of ROCK. One (1) of the two (2) preparation periods is designated for Common Planning Time (CPT). Each full-time staff member will be assigned to a skills period and/or tutoring students not to exceed one (1) period for the equivalent of three (3) quarters per year. Staff Members will be assigned to lunch duty, bus duty or another duty that is mutually acceptable to the building administrator and individual staff member and shall not exceed one (1) assignment for one (1) quarter.**

3. The nature of the work of counselors and nurses dictates that their planning time be flexible and that they be excused from being assigned to a duty.

4. Teachers who substitute for another teacher will be compensated at \$35/hour.

10.7 Reduction in Force

A. When it is determined to reduce the number of professional staff in the Hollis Brookline Cooperative School District, the following procedure will be utilized:

- a. As soon as the reduction-in-force becomes necessary, the President of the Association shall be notified in writing. To the extent possible, this written notification will specify the nature of the reduction, including the affected endorsement area(s) and grade level classification(s). Prior to employee notification of an intended RIF, the President of the Association will review the number of points assigned in Section B to each Staff Member within the affected grade classification and endorsement area. For purposes of applying this policy, grade level classifications will be defined as Grades 7-8 and Grades 9-12 with the exception of Special Education. The grade level classification for Special Education will be defined as 7-12.
- b. Necessary reductions will first be accomplished by attrition (resignations, retirements, non-renewal of contract) within each affected endorsement area and grade level classification.

B. If further reductions in force are necessary, professional staff members will be awarded points based on the criteria below. Professionals with the lowest number of points within an affected endorsement area at an affected grade level will be laid off first.

- a. Two points for each degree tract above Bachelor's Degree
(BA+15 = 2 pts, BA+30 = 4 pts, MA = 6 pts, MA+15 = 8 pts, MA + 30 = 10 pts)
- b. One point for each year teaching within the Hollis Brookline Cooperative School District
- c. One point for every three years taught in another District to a maximum of five points (No partial points awarded here)
- d. One-quarter of a point for each additional 5 hours of credited Professional Development beyond the 75 hours required for recertification to a maximum of

five points. The most recent complete three year Professional Development cycle will be used for this calculation. For example, if a RIF was necessary in the spring of 2014, the most recent complete three year Professional Development cycle would be the three year period from July 1, 2010-June 30, 2013.

*To calculate the number of hours eligible for points within this RIF policy, 75 hours will be subtracted from the Staff Member's three year Professional Development total and the resulting number will be rounded down to the nearest multiple of five.

- e. 5 points for a Summative Evaluation with a concluding designation of "Highly Effective" OR 3 points for a Summative Evaluation with a concluding designation of "Effective". The most recently completed Summative Evaluation will be used for this calculation.

If there is a tie within a given endorsement area, consideration will be given to letters of commendation, awards/recognition received, contributions to the school District through service on committees or as a(n) coach/advisor, multiple endorsement areas, additional certifications or other relevant District data.

- C. Teachers shall be recalled in reverse order of layoff for any open positions within the endorsement area and classification in which the layoff occurred. Only continuing contract teachers will be eligible for recall rights. The same conditions listed above shall apply to recall.
 - a. Laid off teachers shall be eligible for recall for a two (2) year period following their final date of employment.
 - b. Professionals shall be responsible for notifying the Superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested.
 - c. Professionals shall have twenty (20) business days to respond to any recall notice. Failure to accept recall to a permanent full-time position shall terminate the teachers' rights under this Article.
 - d. No new employees shall be hired for any vacancy within the classification and an endorsement area while there are laid off personnel from those endorsement areas and classifications available to fill those positions.
 - e. Professionals recalled shall retain previous years of experience and other accrued contract benefits, such as accumulated sick leave.
 - f. Should a vacancy occur within the classification and endorsement area and there are no professionals on the recall list for that classification and endorsement area, then that vacancy shall be offered to the next professional eligible for recall who had been laid off from another endorsement area and who is certified and substantially qualified to teach that position. If the laid off professional refuses the vacant position, their recall rights shall be retained.

10.8 Notwithstanding the provisions of the Reduction in Force described above, the assignment of personnel is a management prerogative.

ARTICLE XI
DEDUCTIONS

11.1 The Board agrees that upon receipt of written authorization thereof, signed annually by a Staff Member covered by this Agreement, the Board will deduct from the regular salary check of such Staff Member an amount specified by the Staff Member to provide payment of dues for membership and assessments in the Hollis Education Association (HEA), NEA-NH. Such deductions will be forwarded to the Association treasurer monthly.

11.2 Deductions for tax deferred annuities shall be transmitted to the appropriate vendor within a month of the deduction.

11.3 Direct deposit of the regular salary check will be made available to all staff members.

ARTICLE XII
INSURANCE BENEFITS

12.1 Life Insurance

Each Staff Member who is regularly employed by the District for thirty (30) or more hours per week will be provided with a group term life insurance policy with a face value equal to two times their annual salary rounded up to the nearest thousand (1,000) dollars. The District will be responsible for eighty-five percent (85%) of the cost of such coverage, and the Staff Member will be responsible for the remaining fifteen percent (15%) of the cost of such coverage.

12.2 Health Insurance

Throughout the term of this Agreement, each Staff Member who is regularly employed by the District for thirty (30) or more hours per week will be provided with partial payment toward one of the following individual, two-person or family medical plans:

- (A) The ANTHEM BLUE SITE OF SERVICE HMO Plan (ABSOS20/401KDED-RX10/20/45)
- (B) BLUE CHOICE Point of Service Plan (BC3T15IPDED-RX10/20/45)

For those Staff Members who elect such coverage, the District's annual partial payment will be the amount equal to the percentage of the annual premium outlined in Table H1 for the driver plan. Under no circumstance will the amount of this annual partial payment exceed the premium contribution needed per Table H1 to cover the District's annual partial payment for the cost of the driver plan. In the plans currently offered by the District, the driver plan is the plan known as ANTHEM BLUE SITE OF SERVICE HMO Plan (ABSOS20/40 1KDED-RX10/20/45). The driver of the health plans must be equal to or exceed the ANTHEM BLUE SITE OF SERVICE HMO Plan (ABSOS20/40 1KDED-RX10/20/45).

TABLE H1

Plan Selected:	District Pays:
Single	100%

Two-person	90%
Family	90%

A Staff Member who is eligible for health insurance and who does not elect to receive health insurance through the District for the fiscal year, and who remains employed by the District for the complete school year, shall receive additional compensation of \$2,750 from the District.

The Board retains the exclusive right to offer additional health insurance plans to Staff Members. Either party may propose switching health insurance plans and/or changing the driver plan.

If any of the regulations included in the federal Patient Protection and Affordable Care Act result in a significant change in either the District’s cost or Staff Members’ cost for health insurance, the District and/or the Association shall have the right to reopen negotiations on the issue of health insurance.

12.3 Dental Insurance

Full-time Staff Members will be provided with payment toward either Northeast Delta Dental health care coverages A, B, C and D, or some other plan with a comparable schedule of benefits, as follows:

One hundred percent (100%) of Coverage A; and eighty percent (80%) of Coverage B; and fifty percent (50%) of Coverage C (no deductible, with one thousand dollars (\$1,000) maximum per person per year); and fifty percent (50%) of Coverage D (with one thousand dollars (\$1,000) lifetime maximum per person for orthodontia age nineteen (19) and under).

For those Staff Members who elect such coverage, the District’s annual partial payment will be the amount equal to the percentage of the annual premium outlined in Table H2 for the plan selected by the Staff Member.

TABLE H2

Plan Selected:	District Pays:
Single	100%
Two-Person	95%
Family	90%

Comprehensive Income Security Plan

12.4 Short Term Income Protection

Each full-time Staff Member will be credited at the beginning of each school year with ten (10) days sick leave. Part-time Staff Members will be credited with sick leave days on a pro-rated basis. Sick leave may accrue to a maximum of ninety (90) days.

Sick leave may be used for the Staff Member's own illness, disability, quarantine, or for essential treatments, examinations for diagnostic purposes, pregnancy and normal and customary post-partum, or other absences definitely related to the Staff Member's health, when such treatments, examinations, or absences can only occur during school hours. Normal and customary post-partum is considered up to six (6) weeks, and sick leave shall not be used to extend this six week period. Sick leave may also be used when the Staff Member's absence is required due to like conditions or illness of a dependent member of their immediate family. "Immediate family," as used in this Article, shall be interpreted to include husband, wife, son, daughter, father, mother, brother or sister of the Staff Member, or member of the immediate household of the Staff Member. No more than fifteen (15) days of sick leave per year may be used for dependent members of the immediate family. If a Staff Member is absent more than five (5) consecutive days, the illness must be verified by a physician.

12.5 Sick Leave Bank

A sick leave bank shall be established by setting aside one (1) sick leave day per contract year from each Staff Member covered by this agreement. The sick leave bank shall be for the use of all Staff Members covered by this agreement. When the bank has been depleted, all eligible Staff Members will recontribute. Staff Members can only access the sick leave bank if they have contributed. Sick leave bank contributions will not be required while the balance is above 300 days. Notwithstanding the balance of the sick leave bank, new staff must contribute during their first two years in the District.

To become eligible to request extended benefits from the sick leave bank, a Staff Member must:

1. Have exhausted all accrued sick leave under Section 12.4 of this article;
2. Present satisfactory evidence of serious illness, disability, pregnancy, or normal and customary post-partum as defined in 12.4 (excluding work-related illness or injury); and
3. Gain the approval of the Sick Bank Committee.

A Staff Member, with a continuing contract may draw up to forty-five (45) days from the sick leave bank in any one year up to such time as Long Term Disability commences; or a Staff Member with an annual contract may draw up to fifteen (15) days from the sick leave bank in any one year up to such time as Long Term Disability commences. The sick leave bank will be administered by the Sick Bank Committee which will consist of two (2) Staff Members appointed by the Hollis Education Association and a person who is the designee of the Superintendent.

The Sick Leave Bank is only intended for the Staff Member and does not cover absences due to illness of a member of their immediate family. During the time of the Staff Member's absence, the District will maintain payment of the employer's portion of the Staff Member's medical insurance premiums.

12.6 Long Term Disability

The District will purchase Long Term Disability Insurance to cover all Staff Members. The District will be responsible for eighty-five percent (85%) of the cost of such coverage, and the Staff Member will be responsible for the remaining fifteen percent (15%) of the cost of such coverage. The policy/policies will provide for income at sixty-six and two-thirds percent (66 2/3%) of the Staff Member's salary commencing after ninety (90) calendar days of disability. This benefit covers the employee up to the Social Security normal retirement age, as stated by the terms and conditions of the current policy or the cessation of disability, whichever occurs first. A Staff Member on Long Term Disability who recovers from said disability will have the right to return to their teaching position for up to two years from the date on which Long Term Disability payments began. The District will maintain payment of the employer's portion of the Staff Member's medical insurance premiums from the commencement of Long Term Disability until the Staff Member is eligible for health care under Medicare but in no case for a period of more than three (3) years. If a Staff Member is disabled for part of a school year, they will receive credit for that year for computing years of service.

ARTICLE XIII LEAVE BENEFITS

13.1 Personal Leave

A Staff Member may request up to three (3) "personal leave" days per year from the Principal or Superintendent to enable them to attend to personal affairs which, because of their nature, must be attended to at a time when school is in session. Application for personal leave must be made in writing as far in advance as is possible. In the case of an emergency, the request may be made by telephone, followed as soon as possible by the required written application.

13.2 If the reason for personal leave is, in the Staff Member's judgment, of an extremely personal nature, and they do not wish to share any information connected with the personal leave request, they are free to not state the reason. However, it is not intended that a Staff Member will use the language of this section to refuse to give reasons for requests that are not for an extremely personal reason.

13.3 If the Staff Member is an officer of the Association and the personal leave is required for that officer of the Association to exercise their responsibilities to represent another Staff Member or Members covered by this Agreement, the Staff Member may apply for a waiver such that this leave shall not be deducted from their own personal leave time.

13.4 (a) No Staff Member will be granted more than three (3) personal leave days per school year. Personal leave days shall not be used to extend a holiday, a vacation, summer break or a long weekend. Staff Members requesting personal leave immediately prior to or immediately after a holiday, a vacation, summer break or a long weekend must make a request to the Superintendent and provide specific reasons for the request. The Superintendent, or their designee, may deny any such request.

(b) If a Staff Member wishes to take a day off for a religious holiday not covered by the school calendar, the Staff Member will be required to use either a paid personal day or take an unpaid day off.

13.5 Bereavement Leave

A Staff Member who is absent due to death in their immediate family is granted up to five (5) days leave not chargeable to sick leave or personal leave. "Immediate family" as used in this article shall include husband, wife, son, daughter, father, mother, brother, sister, grandparents, grandchildren, and in-laws such as mother, father, brother, sister, or member of the immediate household of the Staff Member.

13.6 Professional Leave

The Superintendent or Principals may grant Staff Members leave to attend conferences or visit schools without loss of pay, when extended absences are not involved. Such leave will be considered professional leave and will not be deducted from personal leave.

13.7 Sabbatical Leave

Upon recommendation of the Superintendent, a sabbatical leave may be granted in any one school year to one member of the full-time Staff who has at least five (5) consecutive full school years of service in the District, for study that will be of value to the District. Such sabbatical leave will be for a single full school year, which year shall not count as an additional year's experience on the District's salary schedule. Compensation for the sabbatical year will be one-half the Staff Member's immediately preceding annual salary, full medical benefits and access to Professional Development funds. Staff requests for sabbatical leave must be made to the Superintendent by March 1st prior to the school year for which the sabbatical leave is being requested.

A Staff Member, to be granted a sabbatical leave, must execute a contract with the District agreeing to return to employment in the District for a period of at least two (2) full school years following termination of the sabbatical leave, and agreeing that, failing completion of the two (2) year period, they will repay a pro-rated portion of the sabbatical leave compensation for the remaining service not completed. The Board reserves the right to limit the total number of such leaves of absence granted in any one contract year.

Upon returning from the sabbatical leave, the Staff Member shall provide a written report to the Board, suitable for distribution to staff and public, describing in detail how the leave

translated into tangible value for the students of the District. The Staff Member shall also design and deliver to fellow Staff Members at least two (2) professional development programs (a minimum of 50 minutes each) implementing the concepts developed during the sabbatical leave.

13.8 Court/Agency Appearance

An employee required by the District to be present in Court at a hearing or before an administrative agency of the government shall be granted paid leave for this purpose. An employee required to be present in Court at a hearing or before an administrative agency of the government on a matter directly related to their job duties for the District shall also be granted paid leave for this purpose. This provision shall not apply to personal legal matters having nothing to do with the District.

13.9 Official Delegate Leave

Each employee designated as an "Official Delegate" to the NEA/NH Assembly of Delegates shall be granted one (1) day paid leave to attend such assembly. The name(s) of the designee(s), not to exceed three (3), and the date of the assembly shall be submitted in writing to the building principal at least forty-eight (48) hours in advance in order for the employee(s) to be eligible for payment.

13.10 Family Leave

Upon request, a Staff Member shall be granted a leave of absence for up to four grading periods, without pay or benefits, for reasons consistent with the Family and Medical Leave Act (FMLA). Except in cases of emergency, the Staff Member shall give the District at least sixty (60) days' notice of the anticipated starting and ending dates of such leave. A Staff Member may only return from such leave on an ending date agreed to by the Board. The Staff Member may submit a request to the Board to return earlier than originally specified but the acceptance of said request rests solely with the Board. Upon return, the Staff Member shall be returned to their previous assignment or some equivalent assignment available at that time. The Staff Member shall retain all previously accrued benefits including sick leave accumulation and seniority. The Staff Member may continue insurance benefits at their own expense. All Staff Members on family leave must report to the District their intent to return, continue or extend family leave by April 1st of each year.

13.11 Other Unpaid Leave

The Board may grant extended leaves of absence, without pay or benefits, for further study or other reasons. Such leaves, if granted, are granted only for the purpose stated in the Staff Member's request for the leave, and should the conditions stated change, the Staff Member is required to so inform the Board and to be prepared to return to their normal assignment, or some equivalent assignment that is available at that time. If such leave extends from one school year into the next, the Staff Member must inform the Board no later than April 15th of that school year if they will be unable to return to work on the previously granted date. Failure to so inform the Board shall be interpreted to be, in effect, a resignation from the Staff Member's employment

with the District. The Board reserves the right to limit the total number of such leaves of absence granted in any one Contract Year.

ARTICLE XIV
JURISDICTION AND AUTHORITY

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

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

14.3 In the event that any provision of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect. Further, the parties agree to meet within fifteen (15) days to negotiate a new provision within the limits established by said authority using the procedure outlined herein.

ARTICLE XV
DURATION

15.1 The provisions of this Agreement will be effective as of July 1, **2021**, and shall remain in full effect and binding on the parties until June 30, **2024**.

15.2 This Agreement shall not be modified orally, but only through negotiations, as set forth in Article II of this Agreement.

15.3 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

APPENDICES

APPENDIX A
GRIEVANCE REPORT FORM

Copies to: 1. Staff Member(s)' Immediate Superior; 2. Principal (if not 1);
3. Superintendent; 4. Association

To: _____ Date: _____

From: _____ School: _____

Date of Grievance: _____

Statement of Grievance, including the specific violation or condition, will reference the specific Article of the Hollis/Brookline Cooperative School Board/HEA Agreement violated:

Relief Sought:

Signature

Date Received:

LEVEL A

Submitted to:

Building Principal
Date Received: _____

Decision of Principal

Signature
Date: _____

LEVEL B

Appealed Prior Decision to:

Superintendent of Schools
Date Received: _____

Decision of Superintendent:

Signature
Date: _____

Opposing Position of Aggrieved Staff Member(s):

Signature
Date: _____

LEVEL C

Submitted to Hollis/Brookline Cooperative School Board

Date Received: _____

Decision of School Board:

Board Chairperson

Date: _____

LEVEL D

Request to Submit Decision in Level C to Arbitration

Date Received: _____

Association President

Date: _____

APPENDIX B
SALARY TABLES

2021-2022 SALARY TABLE						
STEP	B	B+15	B+30	M	M+15	M+30
1	\$ 45,335	\$ 46,662	\$ 48,089	\$ 49,839	\$ 51,401	\$ 53,280
2	\$ 46,469	\$ 47,829	\$ 49,292	\$ 51,085	\$ 52,685	\$ 54,612
3	\$ 47,631	\$ 49,025	\$ 50,524	\$ 52,362	\$ 54,003	\$ 55,977
4	\$ 48,821	\$ 50,250	\$ 51,787	\$ 53,672	\$ 55,353	\$ 57,377
5	\$ 50,043	\$ 51,506	\$ 53,081	\$ 55,014	\$ 56,736	\$ 58,811
6	\$ 51,293	\$ 52,794	\$ 54,409	\$ 56,389	\$ 58,155	\$ 60,282
7	\$ 52,575	\$ 54,114	\$ 55,769	\$ 57,798	\$ 59,609	\$ 61,788
8	\$ 53,890	\$ 55,467	\$ 57,164	\$ 59,243	\$ 61,099	\$ 63,333
9	\$ 55,237	\$ 56,854	\$ 58,592	\$ 60,724	\$ 62,626	\$ 64,916
10	\$ 56,618	\$ 58,275	\$ 60,057	\$ 62,242	\$ 64,192	\$ 66,539
11	\$ 58,034	\$ 59,732	\$ 61,558	\$ 63,798	\$ 65,797	\$ 68,203
12	\$ 59,485	\$ 61,226	\$ 63,098	\$ 65,394	\$ 67,442	\$ 69,907
13	\$ 60,972	\$ 62,756	\$ 64,674	\$ 67,028	\$ 69,128	\$ 71,655
14	\$ 63,568	\$ 64,325	\$ 66,291	\$ 68,703	\$ 70,856	\$ 73,447
15	\$ 64,535	\$ 66,917	\$ 67,949	\$ 70,421	\$ 72,628	\$ 75,283
16			\$ 70,585	\$ 72,182	\$ 74,443	\$ 77,165
17			\$ 72,023	\$ 75,034	\$ 76,304	\$ 79,095
18				\$ 76,643	\$ 79,257	\$ 81,072
19					\$ 81,074	\$ 83,825
20						\$ 85,773

2022-2023 SALARY TABLE

STEP	B	B+15	B+30	M	M+15	M+30
1	\$ 46,016	\$ 47,362	\$ 48,810	\$ 50,587	\$ 52,172	\$ 54,079
2	\$ 47,166	\$ 48,546	\$ 50,031	\$ 51,852	\$ 53,475	\$ 55,431
3	\$ 48,345	\$ 49,760	\$ 51,282	\$ 53,147	\$ 54,813	\$ 56,816
4	\$ 49,554	\$ 51,004	\$ 52,563	\$ 54,477	\$ 56,183	\$ 58,238
5	\$ 50,793	\$ 52,279	\$ 53,877	\$ 55,839	\$ 57,587	\$ 59,693
6	\$ 52,062	\$ 53,586	\$ 55,225	\$ 57,235	\$ 59,027	\$ 61,186
7	\$ 53,364	\$ 54,926	\$ 56,606	\$ 58,665	\$ 60,503	\$ 62,715
8	\$ 54,699	\$ 56,299	\$ 58,021	\$ 60,132	\$ 62,015	\$ 64,283
9	\$ 56,066	\$ 57,707	\$ 59,471	\$ 61,635	\$ 63,566	\$ 65,890
10	\$ 57,468	\$ 59,149	\$ 60,958	\$ 63,176	\$ 65,155	\$ 67,537
11	\$ 58,905	\$ 60,628	\$ 62,482	\$ 64,755	\$ 66,784	\$ 69,226
12	\$ 60,377	\$ 62,144	\$ 64,044	\$ 66,375	\$ 68,454	\$ 70,956
13	\$ 61,886	\$ 63,698	\$ 65,645	\$ 68,033	\$ 70,165	\$ 72,730
14	\$ 64,522	\$ 65,290	\$ 67,286	\$ 69,734	\$ 71,919	\$ 74,548
15	\$ 65,503	\$ 67,921	\$ 68,968	\$ 71,478	\$ 73,717	\$ 76,413
16			\$ 71,644	\$ 73,265	\$ 75,560	\$ 78,323
17			\$ 73,103	\$ 76,159	\$ 77,449	\$ 80,281
18				\$ 77,792	\$ 80,446	\$ 82,288
19					\$ 82,290	\$ 85,082
20						\$ 87,059

2023-2024 SALARY TABLE

STEP	B	B+15	B+30	M	M+15	M+30
1	\$ 46,821	\$ 48,191	\$ 49,664	\$ 51,472	\$ 53,085	\$ 55,025
2	\$ 47,991	\$ 49,396	\$ 50,907	\$ 52,759	\$ 54,411	\$ 56,401
3	\$ 49,191	\$ 50,631	\$ 52,179	\$ 54,077	\$ 55,772	\$ 57,811
4	\$ 50,421	\$ 51,896	\$ 53,483	\$ 55,430	\$ 57,167	\$ 59,257
5	\$ 51,682	\$ 53,194	\$ 54,820	\$ 56,816	\$ 58,595	\$ 60,738
6	\$ 52,973	\$ 54,524	\$ 56,192	\$ 58,236	\$ 60,060	\$ 62,257
7	\$ 54,298	\$ 55,887	\$ 57,596	\$ 59,692	\$ 61,562	\$ 63,812
8	\$ 55,656	\$ 57,284	\$ 59,036	\$ 61,184	\$ 63,101	\$ 65,408
9	\$ 57,047	\$ 58,717	\$ 60,512	\$ 62,714	\$ 64,678	\$ 67,043
10	\$ 58,473	\$ 60,184	\$ 62,025	\$ 64,282	\$ 66,295	\$ 68,719
11	\$ 59,935	\$ 61,689	\$ 63,575	\$ 65,888	\$ 67,952	\$ 70,437
12	\$ 61,434	\$ 63,232	\$ 65,165	\$ 67,536	\$ 69,652	\$ 72,198
13	\$ 62,969	\$ 64,812	\$ 66,793	\$ 69,224	\$ 71,392	\$ 74,003
14	\$ 65,651	\$ 66,432	\$ 68,463	\$ 70,954	\$ 73,178	\$ 75,853
15	\$ 66,650	\$ 69,110	\$ 70,175	\$ 72,728	\$ 75,007	\$ 77,750
16			\$ 72,898	\$ 74,547	\$ 76,882	\$ 79,694
17			\$ 74,383	\$ 77,492	\$ 78,804	\$ 81,686
18				\$ 79,154	\$ 81,854	\$ 83,728
19					\$ 83,730	\$ 86,571
20						\$ 88,583

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of May 2021.

HOLLIS/BROOKLINE COOPERATIVE SCHOOL BOARD

By Thomas Solon
Thomas Solon
Hollis Brookline Cooperative School Board

By Andrew F. Corey
Andrew F. Corey
Superintendent of Schools

HOLLIS EDUCATION ASSOCIATION

By Jennifer Given
Jennifer Given, President
Hollis Education Association

By Stacey Plummer
Stacey Plummer, Negotiator