

AGREEMENT

Between the Londonderry School Board

and the

Londonderry Education Association

**July 1, 2022 - June 30, 2025**

## TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE #
1	Recognition	3
2	Negotiation Procedure	3
3	Teacher Evaluation	3
4	Fair Treatment	4
5	Grievance procedure	4
6	Consultation on Educational Programs	6
7	Sick Leave / Retirement Buy Out / Perfect Attendance	7
8	Personal Leave of Absence	8
9	Extended Leaves of Absence	9
10	Sabbatical Leave	10
11	Teacher Work Year	11
12	Dues Deduction	11
13	Professional Improvement	12
14	Insurance Protection	13
15	Salaries	14
16	Time Requirements	15
17	Teaching Hours and Teaching Load	16
18	Rights of the Parties	17
19	Reduction in Force	18
20	Special Assignments	21
21	Professional Qualifications and Assignments	22
22	Student Discipline and Teacher Protection	22
23	Retirement	23
24	Miscellaneous	23
25	Duration of Agreement	24
	Appendix A - Salary Schedule	24
	Appendix B – Stipend Schedule	26
	Appendix C	29

## **PREAMBLE**

This agreement is entered into by and between the School Board of Londonderry, New Hampshire, hereinafter called "the Board" or "the District," and the Londonderry Education Association, hereinafter called "the Association."

## **ARTICLE 1 – RECOGNITION**

- A. Under the Public Employees Labor Relation Board Certification Order of December 7, 1976, and in accordance with RSA 273:A as amended, the Londonderry School Board, hereafter referred to as the Board, hereby recognizes the Londonderry Education Association, hereafter referred to as the Association, as the exclusive representatives for purposes of collective negotiation for all professionally certified teachers, guidance counselors, library media specialists, school psychologists, and teaching principals, teaching assistant principals or teaching housemasters (who teach three (3) periods or more classes per day or fifty (50) percent or more of the work week).
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement shall refer to all professionally certified personnel employed by the School Board and represented by the Association in the negotiating unit as above defined. This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual teacher or groups of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities.
- C. The term "Faculty Representative," as used in this Agreement means the Association Faculty Representative, or if unable to perform as such, the teacher designee. However, they shall be a part of the unit defined in Article 1, Section A.
- D. Whenever the singular is used in this Agreement it is to include the plural.
- E. The term "Tenure Teacher" shall mean any person employed by the Board for their sixth year who is covered by the provisions of RSA 189:14A-14B, with particular reference to having taught five (5) in the District.
- F. A Probationary Teacher shall mean one who does not yet qualify under the terms of Section F above.

## **ARTICLE 2 – NEGOTIATION PROCEDURE**

Negotiations for a successor agreement shall be conducted in accordance with the provisions of RSA 273-A. Either party may serve notice on the other to commence negotiations at any time prior to the termination of an existing collective bargaining agreement.

## **ARTICLE 3 – TEACHER EVALUATION**

- A. It is recognized by the parties that the evaluation of teacher performance is the responsibility of the school administration. The primary purpose of evaluation is to determine, maintain and/or improve the quality of job performance.
- B. As in the past, observation of the work performance of a teacher will be conducted openly. Formal observation sessions shall be with full knowledge of the teacher. All other observations of the teacher's work performance, which are to be made a part of their file, will be made known to the teacher. Formal observations shall not take place on the days before or after school recesses.
- C. A teacher shall be given a copy of any evaluation report prepared by their evaluators within two (2) weeks after the observation.
- D. After any written evaluation an effort will be made by the administrative officer to discuss the report with the teacher involved within two (2) days following receipt of the report.
- E. Each teacher shall be entitled to knowledge of and access to their file of teacher evaluation material after notice has been given to the District Office. Access to this file shall occur within a 24-hour period,

excepting weekends and holidays. No teacher evaluation, which the teacher has not been given access to, shall be utilized against the teacher, and they shall have the right to review and reproduce these. In the event that a teacher refuses to sign material as called for in the sections of this article, an Association representative will be called and will sign in the teacher's place in order to provide verification that a genuine attempt was made to give the teacher an opportunity to read it. There will be only one master file, but a file may be kept by the building principal prior to transfer to the master file, provided that material not transferred to the master file within two school quarters shall not be utilized against the teacher.

- F. The teacher shall acknowledge that they have read such evaluation by affixing their signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with the content, nor shall the refusal to sign prevent such material from being placed into and remaining in the file.
- G. The teacher shall have the right to answer any material filed within thirty (30) school days of knowledge of its existence, and the employee's answer shall be reviewed by the Superintendent; and the answer shall be attached to the file copy.
- H. No teacher evaluation derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material.
- I. If, after an observation, a deficiency is documented by the administration, specific appropriate direction shall be offered in writing or verbally with written confirmation within ten (10) school days to guide the individual toward a possible solution of their professional problem. Actions shall be appropriate to the deficiency.
- J. Any complaint regarding a teacher made to any member of the administration by a parent, student or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person making the complaint in order that they may rebut the complaint. If the person making the complaint refuses to participate in this procedure and if the complaint is unsubstantiated, all references to the complaint shall be removed from the teacher's file. The teacher shall acknowledge that they had the opportunity to review such complaint by affirming their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent or designee and attached to all copies.

#### **ARTICLE 4 – FAIR TREATMENT**

A teacher will only be reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance in private conference. Specifically, disciplinary action shall not be taken in the presence of students or other staff members, with the exception of an L.E.A. representative if requested by the teacher. Any such action will be detailed on a written memorandum, copies of which will be given to the parties. Supplementary statements may be submitted by anyone involved. This memo and any supplementary statements will be forwarded to the Superintendent as soon as the administrative workload permits.

#### **ARTICLE 5 – GRIEVANCE PROCEDURE**

##### **A. Definition**

A "Grievance" shall mean a complaint by a teacher or a group of teachers of the public school system or the Association that there has been to him, or them, a violation, misinterpretation or inequitable application of any provision of this Agreement, except that the term, "grievance" shall not apply to (a) any matter for which a specific method of review is prescribed by law; or (b) any rule or regulation of the State Commissioner of Education; or (c) any by-law of the Board of Education pertaining to its internal organization; or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; or (e) a complaint of a probationary teacher

which arises by reason of them not being re-employed; or (f) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which "tenure" is either not possible or not required. In the case of a grievance initiated by the Association, at the request of the School Board or the administration, the name or names of the aggrieved employee(s) will be made known. In the event that no name is submitted upon request, or in the event that the teacher named disavows the grievance, no matter to what stage it may have advanced, the grievance shall be construed as being withdrawn without setting a precedent.

#### **B. Procedure**

A grievance to be considered under this procedure must be initiated within (21) calendar days of when the grievant knew of, or reasonably should have known of the alleged violation, misinterpretation, or inequitable application.

Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved employee 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 acceptance of the decision rendered at the step.

It is understood that employees 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 fully determined.

#### **C. Informal Level**

Any employee or group of employees who has a grievance shall discuss it first with their Principal (or immediate superior or Curriculum Coordinator if applicable) in an attempt to resolve the matter informally at that level.

#### **D. Principal Level**

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, they shall set forth their grievance in writing to the Principal specifying:

- a. The nature of the grievance and date occurred.
- b. The nature and extent of the violation, misinterpretation, or inequitable application.
- c. The results of previous discussions.
- d. Their dissatisfaction with decisions previously rendered.
- e. The remedy sought.

The principal shall communicate a decision to the employee in writing within five (5) school days of receipt of the written grievance.

#### **E. Superintendent Level**

The employee, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and the employee's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee to attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) school days. The Superintendent shall communicate a decision in writing to the employee and the Principal no later than five (5) school days after the meeting.

#### **F. School Board Level**

If the grievance is not resolved to the employee's satisfaction, they, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the School Board. The request shall be in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the School Board.

The Board, or committee thereof, shall review the grievance and shall hold a hearing with the employee within thirty (30) calendar days of receipt of the grievance. The Board shall render its decision in

writing with findings of fact within fifteen (15) calendar days of the conclusion of the hearing with the employee.

### **G. Binding Arbitration**

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and they wish a review by a third party, the employee shall so notify the Association within ten (10) school days of receipt of the Board's decision.

If the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision. The Board will request the American Arbitration Association to submit a panel of arbitrators for mutual selection by the parties.

- a. The arbitrator shall limit themselves to the issues submitted and shall consider nothing else. They can add nothing to, nor subtract from the agreement between the parties, nor modify any of its terms. The decision of the arbitrator shall be binding. Notwithstanding anything to the contrary, no dispute nor controversy shall be subject to arbitration unless it involves an alleged, specific, and direct violation of a specific provision of the Agreement.

### **H. Right of Representation**

Any grievant may be represented by themselves or by a representative of their choice at all stages of the grievance procedure. If the grievant chooses not to be represented by the Association, a representative of the Association will be permitted to be present as an observer at levels D, E, and F. The Association will be provided copies of any written correspondence, including appeals and decisions, pertaining to the processing of the grievance at levels D, E, and F. It is understood that only the Association may initiate arbitration.

### **I. Costs**

1. Each party will bear the total cost incurred by themselves.
2. The fee and expenses of the arbitrator will be shared equally by the two parties.

### **J. Freedom from Restraint**

Any teacher employed by the District shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in the exercise of the rights of initiating, joining in, pursuing, or participating in a grievance, whether as grievant, witness, representative, or other participant.

## **ARTICLE 6 – CONSULTATION ON EDUCATIONAL PROGRAMS**

The Board desires the participation of its professional personnel in the development of sound educational programs for the school children of the District. In connection with making changes in educational programs which it judges to be of appropriate scope and nature, the School Board or a committee thereof will, acting through the Superintendent, consult with the local Association with respect thereto, and the local Association or such committee may submit to the Superintendent for transmission to the Board written recommendations relative thereto. The local Association or a committee thereof may also submit to the Board, through the Superintendent, its recommendation for major changes in the educational programs. The Board agrees to give due consideration to such recommendations of the local Association and if it finds that a conference with respect thereto would be advisable, it or a committee named by the Board will confer with the appropriate committee of the local Association with respect thereto. It is understood that the final decision with respect to educational programs is the responsibility of the Board and that it is free to consult with such members of the District's staff and other persons as it may elect at any time.

## ARTICLE 7 – SICK LEAVE

A. Teachers will be entitled to sick leave days for personal and/or immediate family illness, defined as the illness of a teacher's child, stepchild, spouse, parent or stepparent. Teachers in their first six years of employment with the District are entitled to 15 sick days per year. After the teacher has been with the District six (6) years, the teacher will be entitled to ten (10) sick days per year. Sick leave days may be accumulated from year to year, with the maximum limit of one hundred and ten (110) days. In the year of retirement, teachers may exceed the limit of one hundred and ten (110) accumulated days up to one hundred and sixteen (116) provided that they donate one day to the sick bank. If they do not donate, the accumulated days may not exceed one hundred and fifteen (115) days. At the end of the year, the number of accumulated sick days may not exceed one hundred and ten (110).

B. Teachers will receive notification of their accumulated sick leave.

C. Extended Sick Leave Bank

Prior to September 15<sup>th</sup> of each school year in which this agreement is in effect, all certified members of this negotiating unit may elect to donate one sick leave day from their annual sick leave entitlement. This bank of extended sick leave days may be used by members who so donate under the following conditions:

1. Once established, the bank shall not be increased during that school year. Exhaustion of the bank shall be a bar to the provision of further benefits during that year.
2. Unused sick leave days in the bank at the close of the school year will carry over into subsequent years up to a unit of two times the number of staff but will not revert to the membership of the bank. The Association will provide the Superintendent with a report by August 15<sup>th</sup>.
3. A member of the bank shall be eligible for benefits from the bank only after their accumulated entitlement, as specified in Paragraph "B" of this Article, is exhausted.
4. A committee of members of the bank, to include the Director of Human Resources (with no veto vote), shall be established by the members of the bank to receive requests for benefits and to grant the same within the limitations of this paragraph. Whenever such benefits are granted, the committee shall immediately inform the superintendent's office so that a proper accounting may be made.
5. A member who is eligible for sick leave benefits may apply for such after an incapacitating illness or disability of twenty (20) working days. Such application shall be accompanied by written evidence of disability from a licensed physician and a copy of which will be made available to the Board.
6. Upon similar application, such member may be granted further benefits from the pool of an available days in the bank as may be determined by the committee.
7. The committee may establish guidelines for the allocation of funds from the bank provided such guidelines are consistent with the provisions of this section and the Family Medical Leave Act (FMLA).
8. Notwithstanding any other provisions of the Agreement to the contrary, controversies arising out of the application of this bank shall not be subject to the grievance procedure in Article 5.
9. The Board will allocate 20 sick days per year (non-cumulative) to the LEA for use at their discretion to its membership. These days will only be used in extreme circumstances for those members who have no remaining sick days during the course of the school year. No union member will be allocated more than 5 days during the course of any one year. The usage of these days shall be determined by the LEA sick bank committee members.

D. An employee who is absent due to a work connected injury (Worker's Compensation) shall receive the net difference between Worker's Compensation payments and their full pay at their applicable

salary rate, and such employee has used all personally accumulated or extended sick leave. Thereafter they shall continue to receive only those monies paid to them under the provisions of the Worker's Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any teacher receive monies in excess of the regular net earnings to which they were entitled prior to any such Worker's Compensation claim.

- E. Teachers shall receive up to \$675 for non-use of sick leave throughout a complete school year. For each sick day used during such school year, this amount will decrease by \$225. Donation of one sick day to the Sick Leave Bank does not count as utilization of sick leave for the purpose of this paragraph.
- F. If a teacher has requested in advance a whole or partial day of leave, and due to school cancellation/delay/early release, the teacher does not miss the requested time, the unused leave time shall be restored to the teacher's account.

### **ARTICLE 8 – PERSONAL LEAVE OF ABSENCE**

- A. Under no circumstances should any employee be absent from school without the advance knowledge of the building principal and/or Superintendent's Office.
- B. Up to three (3) personal days shall be granted to each employee each school year for personal, family, or legal business, which requires the employee's absence and cannot be conducted outside school hours. The employee shall not be required to specify the reason for personal days. The employee shall give the building principal at least (72) seventy-two-hour advanced notice in writing for the use of all personal days, except in the case of an emergency in which case as much advance notice as is possible will be given.
  - 1. Personal days may not be utilized on the contract day before or the contract day after a vacation, holiday, or other leave, except in the case of an emergency. Exceptions may be granted by the Superintendent on a case-by-case basis.
  - 2. Personal days must be utilized prior to any employee being unpaid for absences.
  - 3. District will pay each teacher \$50 for each unused full personal day. Teachers will be able to accumulate each unused full personal day for the sole purpose of the buying back of these days upon retirement as outlined in Article 7 E. at a payment equal to 50% of their per diem in the year of their retirement.
- C. All teachers of the School District shall be allowed five (5) workdays leave per year/per circumstance with pay (not accumulated and not deducted from sick leave) in the event of death involving a member of the immediate family or the death of a domestic partner. Immediate family is defined to include spouse, children, stepchild, parents, stepparents, sister, brother, parent of an employee's child, grandchild, or blood relative or wards residing in the same household. Domestic partner is defined as an individual with whom a teacher maintains a significant familial relationship lasting at least two (2) years in duration, under circumstances where the individuals involved share a single dwelling unit. The Superintendent may use their discretion in extending this leave for more than five (5) days with pay.

A three (3) day leave shall be allowed in the event of the death of a parent-in-law, grandparent or stepsibling, daughter-in-law, and son-in-law. The Superintendent may use their discretion in extending this leave for more than three (3) days with pay.

A one (1) day leave shall be allowed for the death of a brother-in-law, sister-in-law, grandparent-in-law, niece, nephew, aunt, or uncle.
- D. If a teacher is called as a juror, they will be paid the difference between the fee received for such service and their regular pay for the workday. Evidence of fee received must be submitted to payroll.



- E. If a teacher has requested in advance a whole or partial day of leave, and due to school cancellation/delay/early release, the teacher does not miss the requested time, the unused leave time shall be restored to the teacher's account.
- F. The District will accommodate sincerely held religious beliefs and practices as required by State and Federal law. Leave as set out below shall only be granted for work restricted religious holidays as recognized by "Jesuitresources.org". Eligible employees shall be granted up to one paid day for work restricted religious holidays provided the day is requested in writing by application to the superintendent on or before September 1 of the school year during which the leave will be used. If additional accommodations are required, any personal leave available to the employee and the paid leave contemplated herein must be used before any unpaid days may be granted. Leave under this section shall not be used for weddings, funerals or other similar events.

## **ARTICLE 9 – EXTENDED LEAVES OF ABSENCE**

The Board will consider a request for an extended leave of absence from the teacher, sent to the Superintendent of Schools.

### **A. MILITARY LEAVE**

Military Leave without pay shall be granted to any teacher who is drafted or involuntarily activated in any branch of the armed services of the United States for a period of active duty. Upon return from active duty, the teacher shall be considered to have been continuously employed, that is, shall be placed on the salary schedule at the level which the teacher would have achieved if not absent; this will only apply to military leaves.

### **B. PARENTING LEAVE**

#### **A. Extended Maternity Leave**

Extended maternity leave of absence without pay (that is, extended beyond the time of their medical disability due to pregnancy) shall be granted to a pregnant teacher with at least one year's service in the district upon request to the Superintendent of Schools, in writing, as soon as the pregnancy has been definitely determined, stating the estimated date of the leave's commencement. Except in cases of emergency, the teacher shall also give at least thirty (30) days' notice.

A teacher who is pregnant may continue in active employment until as late as is desired with written approval of the attending physician. Where a principal judges that a teacher is unable to perform all required functions adequately as a result of pregnancy, the Principal shall express such in writing.

In order to avoid unnecessary disruption of teacher-student rapport, extended maternity leave of absence shall expire at the end of the school year or at the end of the second marking period; the Association agrees that this distinction is based on sound educational practice and further agrees that this distinction shall not be considered grounds for any claim of wrongful discrimination or inequitable application.

A teacher on extended maternity leave shall have the opportunity to substitute in the school district in the area of their certification at the discretion of the Superintendent of Schools.

If the pregnancy does not result in parenting, the teacher may apply for termination of leave. Such return must be accompanied by a certificate of health from the teacher's physician and the recommendation of the Superintendent of Schools. Return from leave provided for in this section shall be at the end of a marking period during the school year.

#### **B. Adoption Leave**

Any teacher with at least one (1) year of service in the district adopting a child shall be granted a leave of absence without pay. The leave shall expire at the end of the current school year or at the end of the second marking period, unless the adoptive agency requires an extended leave. Such

leave shall commence upon receiving de facto custody of the child, or earlier if necessary to fulfill the requirements of adoption, and the teacher will give thirty (30) days advance notice to the Superintendent, except in case of emergency. Return from leave provided for in this section shall be at the end of a marking period during the school year.

### **C. Paternity Leave**

A teacher with at least one year of service in the District will be entitled (upon request) to a leave without pay to begin any time between the birth of their child and up to one school year after the child is born. The teacher shall notify the Superintendent of Schools at least thirty (30) days prior to the date on which the leave is to begin except in cases of emergency. Paternity leaves of absence shall expire at the end of the school year. Return from leave provided for in this section shall be at the end of a marking period during the school year.

### **D. Restoration of Benefits**

All benefits to which a teacher was entitled at the start of parenting leave, including unused sick leave, shall be restored upon the teacher's return and the teacher shall be assigned within the area of certification.

## **C. OTHER LEAVES AND ADDITIONS TO LEAVES**

1. A teacher may apply for, and the Board will consider unpaid leaves of absence for other reasons, which when granted shall expire at the end of the school year.
2. Additional leave may be granted upon the teacher's request to the Superintendent of Schools and the Superintendent's recommendation to the Board and subsequent approval. Said leave, if granted, shall be in writing.
3. All extensions, renewals or modifications of leaves shall be applied for in writing and, if granted, such approval shall be in writing. Such extensions or renewals shall be upon the recommendation of the Superintendent of Schools with subsequent Board approval. A teacher who fails to return at the expiration of their leave is considered to have resigned unless an extension, renewal or modification has been granted.

## **ARTICLE 10 – SABBATICAL LEAVE**

- A. A teacher with seven (7) years of service to the Londonderry School District, the last four (4) of which having been consecutive, shall be eligible to apply for a Sabbatical Leave. The term of the Sabbatical Leave shall coincide with the regular school year.
- B. Upon the recommendation of the Superintendent of Schools, the Board may permit members of the professional staff to take Sabbatical Leaves for the purpose of approved full-time study or other approved educational activities of benefit to the School District.
- C. Applications for Sabbatical Leave must be in the Superintendent's Office no later than the 15th of February for the following September. The application shall be in the form of detailed summary of the project to be undertaken during the Sabbatical Leave.
- D. The compensation for the staff member on sabbatical leave shall be one-half (1/2) of the annual salary for one full year of leave (two semesters) or 1/4 of the annual salary for one semester of leave. Such payments shall be made in accordance with the provisions of the Board for payment of salary in accordance with their years of experience. The Staff member will be required to furnish proof to the Superintendent as to the status of their sabbatical leave project upon the Superintendent's request.
- E. The Board shall fund four (4) sabbatical leaves per year provided it receives four (4) meritorious applications. In the event the Board receives less than four (4) meritorious applications, the Board shall fund an amount equal to the number of such applications.
- F. As a condition to receiving final approval for Sabbatical Leave, a staff member must file with the Superintendent the provided contract agreement which stipulates that they will return to the

Londonderry School District for a period of one (1) year after the expiration of said leave or repay the District the full amount received as salary during the Sabbatical Leave. The position upon returning to the School District shall be one that best serves the School District as determined by the Superintendent, provided that they shall not be assigned outside the area of their certified qualifications.

- G. A term of Sabbatical Leave shall entitle an employee to a normal salary schedule increment at the beginning of the next fall.
- H. The regular sick leave policy shall apply to an employee returning to the School District. Accumulated sick leave still continues.
- I. The person on Sabbatical Leave shall be eligible for teacher fringe benefits then in effect on the same basis as other teachers teaching in the Londonderry School District.
- J. The Board will make an allowance for the cost of courses taken during the Sabbatical Leave equal to the professional improvement in accordance with the Provision of Article 13.

#### **ARTICLE 11 – TEACHER WORK YEAR**

- A. The Superintendent shall draw up a school calendar to recommend to the Board and shall consult with the Association, other individuals, and organizations within the school system, and, if they see fit, individuals and organizations other than within the school community.
- B. The recommended calendar shall provide for a teacher work year of one hundred and eighty-eight (188) days for the term of this agreement, to start no earlier than two (2) weeks before Labor Day, and end no later than June 30, provided that teachers new to the school system may, during their first year, be required to participate in up to three (3) additional workshop days at the discretion of the Superintendent. Schedule two and one half (2.5) days of professional development and learning and one and one half (1.5) day for uninterrupted classroom set-up prior to the start of school in the Fall (except for first year teachers as provided in 11.B). With mutual agreement of the Superintendent, School Board and LEA, the school day may be lengthened by a maximum of two (2) hours to ensure meeting minimum State standards resulting from school closures caused by inclement weather or other natural disaster.
- C. Schedule one (1) non-instructional work day for classroom “take down” or other approved teacher directed professional development and learning, approved by the superintendent and principal, some which may have occurred prior to the last day; including but not limited to: curriculum development, building level professional development and learning, professional collaborations, parent/teacher conferences (some of which may be after 5:00 pm.) Teacher would be responsible for getting approval for any activities prior to completing them.
- D. In the event of school cancellations due to inclement weather or other emergency the District will not "makeup" the first five (5) days of school cancelled each year provided however, that if, the total hours of instructional time required by the State Department of Education's minimum standard for public school approval will be below the hours required for any grade level for any school year as a result of said cancellations, then in that event, the number of days needed to assure compliance with minimum standards will be made up.
- E. The Board agrees that any change in the calendar after its formal adoption by the Board will be made only after the Association is given as much advance notice as is given School Board members that such a change is contemplated, and further acknowledges that the Association has the right to participate in the discussion leading to the Board's decision.

#### **ARTICLE 12 – DUES DEDUCTION**

- A. The Board agrees to deduct from the salaries of its employees' dues for the Londonderry Education Association, the New Hampshire Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies

promptly to such Association or Associations. Proper forms shall be filed in the Superintendent's Office by October 10th. Deductions shall be made in eighteen (18) equal payments. The Board agrees that the LEA will have an opportunity to add new members to the dues deduction list after the October 10th date but not to exceed 10% of the present membership.

- B. All monies collected from Association dues will be transmitted to the Association within a reasonable period of time after these monies have been deducted from the members' wages.

### **ARTICLE 13 – PROFESSIONAL IMPROVEMENT**

- A. The Board will subsidize the cost of educational courses for teachers in accordance with provisions of this Agreement.
- B. When a teacher qualifies in accordance with this Article, the Board will reimburse said teacher up to a maximum of \$1,500 for registration fees, tuition, and the cost of required textbooks and materials for workshops, conferences, and college or university courses or programs. This amount may be increased to \$2,500 for graduate level (must be enrolled in a degreed Masters or Doctoral program or have already received a Masters Degree) coursework that is relevant to the teacher's current or anticipated teaching/administrative assignment. In order to be eligible, the coursework shall:
  - 1. Be approved in advance by the Superintendent of Schools; and
  - 2. Be completed satisfactorily with evidence presented in accordance with Paragraph C below.
- C. The Board shall establish a graduate level tuition reimbursement pool with a balance of \$10,000 at the beginning of each school year. The pool shall be used to reimburse employees for the cost of any graduate level tuition that exceeds the \$2,500 limitation set forth in paragraph B above (up to a maximum reimbursement of \$3000 per employee). An employee may apply in writing (starting May 1st to May 15th each year of this contract) to the superintendent for additional education reimbursement funds, as available. To the extent the requests for additional reimbursement exceed the \$10,000 budgeted, the funds shall be distributed pro-rata.
- D. Teachers will be reimbursed for coursework in accordance with the following:
  - 1. Londonderry School District shall reimburse teachers for coursework up to one hundred percent (100%) of the maximum rate set forth in paragraph B above, for a grade of "C" or better, or a "Pass" in a pass/fail system, and there shall be no reimbursement for a grade below a "C" or for a grade of "Fail".
  - 2. Notwithstanding, a teacher may request that they receive fifty percent (50%) of the cost of the tuition, in advance, with the remaining fifty percent (50%) paid upon completion. Under circumstances where it would create a financial hardship for the teacher to provide fifty percent (50%) of the tuition in advance, the Superintendent shall have the authority to provide advance funding up to one hundred percent (100%) if the Superintendent deems to do so is in the best interests of the School District. The Superintendent's determination as to whether or not to provide 100% advance funding shall not be grievable. If the teacher receives less than a "C" grade or a "Fail" grade on a pass/fail grading system, the teacher shall be responsible to reimburse the District for any amounts advanced. The Teacher, in accepting advance payments, authorizes the District to automatically deduct from their remaining paychecks within the current fiscal year, in equal amounts, the money so advanced if the applicable grade(s) are not received. The advance payment request shall be made three (3) weeks prior to the date tuition is due.
  - 3. 10% of the value of the activity will be reimbursed for expenses. (Not to exceed the maximum in any given year.)
- E. All college or university courses approved in advance by the Superintendent and completed satisfactorily as specified above, whether reimbursed or not, shall be applicable to placement of the teacher on the salary schedule.

- F. Teachers shall be entitled to temporary non-accumulative leaves of absence with full pay each school year for the purpose of visiting other schools or attending meetings or conferences of an educational nature, when approved by the Superintendent.
- G. Teachers may receive up to three (3) credits towards an advanced placement on the salary schedule upon completion of each three-year period of staff development required by the District and approved by the Superintendent. When a teacher uses college credits towards staff development, the teacher will not receive the three credits outlined above. Accordingly, only three (3) credits obtained through staff development (professional improvement) may be applied, per column, for salary advancement. That is, only three (3) of the fifteen (15) credits required may be derived from staff development (professional improvement). All credits will be applied at the beginning of the contract year following the completion of the staff development.
- H. Teachers participating in District workshops beyond the contractual year will be paid \$30.00 per hour for approved training and curriculum work.

#### **ARTICLE 14 – INSURANCE PROTECTION**

NOW THEREFORE, the parties agree as follows:

- A. Health Insurance. During the period of this agreement, the Board shall provide health insurance for its employees in accordance with the following provisions:
  - 1. Employees will be able to select School Care or mutually accepted carrier as the provider of their insurance coverage.
  - 2. Employees may enroll in a single, two person, or family SchoolCare Green Open Access Plan, \$20 copay, RX10/30/65 or SchoolCare Red Open Access Plan, \$250/\$500 deductible, RX10/30/65 and the School District will pay 90% of the cost of the premium of the Green open Access Plan for whichever plan is chosen.
  - 3. Employees who elect not to be covered by any health insurance for the period of any fiscal year of this agreement and are employed by the District by October 1 of said school year (pro-rated for teachers employed after October 1), shall receive a lump-sum payment of \$500 payable in the last pay period of the year in question. Married employees receiving increased Board contribution to health insurance are ineligible to receive this \$500 lump sum payment. All employees must provide proof of insurance coverage, for the employee and others for whom the employee expects to claim a personal exemption deduction, from a non-district source that provides minimum essential coverage (other than in the individual market), if they elect not to be covered by health insurance.
  - 4. That during the term of this collective bargaining agreement the School Board agrees that it will not change its insurance carrier from the proposed SchoolCare Plans currently offered except upon the occurrence of any of the following:
    - a. The company shall discontinue the offering of such plans.
    - b. The company shall substantially alter the benefits that are provided to participants in the plans.
    - c. The costs of said plans shall increase by more than 25 percent above the average increase for other plans offered to employees within the District.
  - 5. The School Board agrees to provide a full time Londonderry Teacher who is married to another full time Londonderry School District employee who is eligible for health insurance, 100% health insurance coverage in their position at their appropriate level. All other persons shall be governed by the regular insurance coverage. The benefit provided herein shall only continue to be available as long as said couple are both employed by the District as full time employees/teachers and are married to each other.
  - 6. Life insurance shall be made available for those who desire it and qualify for it with premiums paid by the Board. Coverage shall be in the amount equal to bachelor's Step 1. The School Board reserves the right to select the insurance carrier of its choice.

7. Open enrollment will be held from May 1st-31st of each year. The effective date for any changes will be July 1<sup>st</sup>.
8. The Board shall pay one hundred percent (100%) of the cost of flu shots for each teacher who requests flu shots (subject to availability of the flu vaccine). The Board shall arrange for the shots to be administered and may make direct payment to the physician engaged by the Board.
9. All group insurance may be continued at the teacher's expense during their extended leave of absence. Collection of premiums shall be on a current basis or group insurance may be terminated.
10. The District shall pay one hundred percent (100%) of the individual premium or seventy-five percent (75%) of the two-person or family premium for Delta Dental Plan XII, coverage A 100%, coverage B 80%, coverage C 50% with no deductible, at \$2,000 contract year maximum per person.
11. Any teacher working part-time shall have insurance benefits pro-rated.
12. The School District will provide the teacher reimbursement of up to \$100 per year for their eyeglasses or contact lenses. Payment will be made to the teacher after crediting any payment by their health insurance carrier.
13. The School Board shall provide, at no expense to the employee long-term disability insurance covering non-work-related accident and illness to commence on the 180th day of such illness or injury at sixty-six and two thirds' percent (66 2/3%) of the employee's basic salary without deductions up to \$5,000 per month. Full coverage is provided until age 65 and then is reduced annually on a revised schedule until age 70 at which time coverage ceases. The District reserves the right to require at any time during the disability period, an individual medical examination by a physician of the District's choice. Such results shall be forwarded to the insurance carrier for review.

#### **ARTICLE 15 – SALARIES**

- A. The salary scale of all professional employees covered by this agreement is set forth in Appendix A and Appendix B, attached hereto and made a part thereof. Teachers moving from the Bachelor Scale ("B" Scale) on Step 11 shall, upon obtaining the necessary credits, move to the Bachelor's plus 15 scale, at the start of the following school year, on Step 12, regardless of the cumulative years of service. Similarly, teachers moving from the Step 12 of the Bachelor's plus 15 scale to the Bachelor's plus 30 scale shall, upon obtaining the necessary credits, move to Step 13 at the beginning of the following school year, regardless of the cumulative years of service".
- B. Teachers who have completed at least one hundred (100) school days of service within the District during the school year and whose performance is satisfactory as determined by the Superintendent of Schools should be advanced one step on the appropriate salary schedule the following year.
- C. All teachers hired to the District under this Agreement shall be placed on the salary schedule according to their years of experience mapped to the appropriate step under the salary compacting guide. This also applies to any teacher hired as a 1-year replacement for a teacher who is out of school on a leave. The salary offered to a temporary teacher (less than 90 days), may be calculated on a per diem basis in an agreement between the teacher and the School District.
- D. Employees shall be paid in twenty-six (26) equal bi-weekly payments commencing the first pay period after the work year begins with all remaining compensation paid on the last teacher workday provided that all responsibilities of the teacher to the School District have been fulfilled.
- E. Pay for special assignments referred to in Article 20 will be made in halves; one half with the first regular bi-weekly payment following the midpoint of the contracted activity, and one half with the first regular bi-weekly payment following the end of the contracted activity.
- F. When a substitute is unable to be found for an absent teacher and another teacher agrees to provide supervision for that teacher's class during their lunch or personal preparatory period, that teacher will be paid \$25 per normal class period.

- G. Certified teachers will be compensated for approved additional work outside of their contracted time for the tasks outlined below according to the following schedule:
  - a. At a rate of \$30.00 per hour: All Additional tutoring during the school year. Testing and screening of students during the summer/after school hours.
  - b. At a rate of \$40.00 per hour: Summer School including Special Education ESY, Adult Ed, LIFT and Summer Academies.
  - c. At a rate of \$45.00 per class: For a 6<sup>th</sup> class at LHS and LMS if it is a class the teacher already prepares for. An additional \$30.00 per hour may be approved by the Superintendent or their designee if additional time is needed to prepare for the 6<sup>th</sup> class.
- H. Any Teacher who holds a PHD or ED.D will receive an additional \$2,000 per year. Once an employee reaches the top step of the salary scale, this \$2,000 will be considered part of their salary and included in any cost-of-living increases.
- I. Teachers will receive their individual contract by April 1st and the signed contract must be returned by April 15th or it will be deemed a resignation. If a teacher has returned a signed contract by the aforementioned date (April 15th) and elects to resign their position no later than the close of business on June 1st the resignation will be accepted without penalty. The School District may accept a teacher's resignation after June 1st, if the School Board receives a 45-day advanced notice of intent to accept a non-teaching position and a replacement has been secured or if reasons stated are family health or relocation.
- J. All employees are strongly encouraged to have their salary/wages paid by means of direct (electronic) deposit. For those employees who do not elect direct deposit, their paycheck shall be mailed. All employees electing direct deposit shall provide the District with the appropriate bank routing information as soon as practicable and, in any event, no later than two weeks' prior the first applicable pay period of the school year.
- K. Teachers who have been on the top step of the salary scale in the prior school year (and who have not made a track change thereafter) shall receive the amount of salary they received in the prior school year plus a cost-of-living increase of 3.5% in 2022/2023, 3% in 2023/2024, and 3% in 2024/2025. These cost-of-living increases shall be considered separate from the District's pay plan. For the purposes of this provision, the phrase "teachers who have been at the top step of the salary scale in the prior school year" shall include those teachers who have previously received cost of living increases or other salary adjustments such that their salary exceeds the actual amount of the top step in their relevant track. Current teacher on the B+30 will be grandfathered to receive the cost-of-living adjustment. Teachers hired on or after July 1, 2012, on the B+30 will not receive a cost-of-living adjustment after reaching Step 15.
- L. Music teachers (LHS, LMS, and Elementary Chorus) in charge of weekend and weeknight concerts (up to 3 concerts per teacher in total) that serve as part of a student's grade and are required for music department courses/elementary chorus, shall be compensated at a per diem rate of their salary for one full day for weekend concerts and one-half for weeknight concerts.
- M. Salary track changes will be made effective twice a year, the beginning of the teacher's school year, and February 1st. Teachers will request a change and submit verification at least ten (10) calendar days prior to the effective date of the change.

## **ARTICLE 16 – TIME REQUIREMENTS**

- A. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil; farther, that the Board has the right to establish the time of the pupils' and teachers' day.
- B. Teachers must be present in the school building, performing school related activities, fifteen (15) minutes prior to the opening of school and fifteen (15) minutes after the end of the last period. However, the teacher school day may be extended by the principal for the following:
  - 1. Individual instruction or counseling of students;
  - 2. Parent conferences and school open houses, which may be in the afternoon or evening;

3. Professional staff meetings and conferences with school administrators;
  4. Assigned duties such as bus duty and detention;
  5. These duties will be assigned in a fair and equitable manner.
- C. The length of time the teacher is to remain on morning or afternoon duty is to be determined by a directive issued by the building principal.
- D. Any exception to (B) above must be approved by the building principal. It should be for special occasions only, and not on a regular basis. Such exceptions shall not become precedents or be used as a basis for determining future exceptions.
- E. As a part of their professional responsibility, teachers shall attend a monthly maximum of two (2) department and other professional staff meetings outside of school hours, which are scheduled to provide meaningful professional growth or to clarify school business in general.
- The School Board agrees that such meetings should be scheduled in advance as often as possible; that meetings without prior notice are a burden, and therefore that, except in case of emergency, a teacher should not be required to attend, more than five (5) times in a school year, any after school meeting for which notice was not given at least forty-eight (48) hours in advance.
- The School Board agrees to negotiate with the LEA one year before the accreditation/re-accreditation process commences regarding compensation of the school staff who will be involved in the accreditation process.
- F. Chaperoning of school activities by teachers after the regular school day, as defined above, shall be on a voluntary basis, and subject to the following:
1. There shall be a minimum of two (2) chaperones per activity. The number of chaperones appropriate to each activity shall be determined by the administration.
  2. Teachers shall be compensated at the rate of thirty dollars (\$30.00) for each activity outside the school day during that school year for which they volunteer, are selected, and serve as a chaperone.
  3. Chaperoning shall be in accordance with cooperatively developed job description.
  4. The provisions of this paragraph shall not apply to coaches of athletic teams and supervisors of intramurals, nor to supervisors or chaperones of educational field trips.
- G. Teachers chaperoning students while attending an overnight curriculum-based trip shall be compensated at the rate of one-half (1/2) per diem for each overnight, in addition to their regular salary. Such curriculum-based overnight trips will be clearly defined and approved by the Superintendent and School Board. Co-curricular trips are not considered curriculum-based trips.
- H. If the length of the school day is increased from present levels, the salaries of the teaching staff will be increased by the same percent as the percent increase in minutes over the present day.

## **ARTICLE 17 – TEACHING HOURS AND TEACHING LOAD**

The Board will use every reasonable effort so that middle and senior high school teachers will not be required to teach more than two (2) subject areas nor make more than three (3) teaching preparations within said subject areas at any one time.

1. Newly employed, inexperienced teachers shall be assigned the lowest practical class size at their teaching levels and shall be assigned not more than three preparations per subject per semester excepting individualized programs such as independent studies, learning disabilities, learning resources and reading.
2. Teachers wishing to leave the building during their unscheduled time will, if required, sign out in the office indicating destination and time of teacher's next assignment and sign in upon returning. The first failure to return on time for the next assignment may result in a warning or reprimand and loss of leave for a period not to exceed twenty school days. When it is necessary to suspend leaves, notice of the



scope, duration, and reason(s) for the suspension will be provided at a normal sign out/sign in location, and/or individual teachers may be directed to an administrator.

3. The Association agrees that contemporary professional realities of elementary and secondary education differ in terms of preparation time, supervision, and scheduling configurations.
- A. The Board commits itself to the following goals and agrees to budget for professional staff so that at the secondary level:
    - A teaching load should consist of no more than five (5) teaching periods except by mutual consent of an individual teacher and the administration, plus supervisory responsibilities.
    - Preparation time should be scheduled for each teacher.
    - Total supervisory responsibilities for the staff as a whole can be held at present levels and assigned as equitably as practical.
  - B. The Board shall provide 240 minutes prep time per week for professional staff at the elementary level.
  - C. An uninterrupted daily lunch of at least 20 minutes will be scheduled for all teachers.

### **ARTICLE 18 – RIGHTS OF THE PARTIES**

- A. The Board, subject 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 School District, including but not limited to the right: (a) to direct employees of the School District; (b) to hire, promote, transfer, assign and retain employees in positions within the School District and suspend, demote, discharge or take other disciplinary action against employees for just cause; (c) to relieve employees from duties because of lack of work, or for any other legitimate reasons; (d) to maintain the efficiency of the District operations entrusted to them; (e) to determine the means, methods, and personnel by which such operations are to be conducted; (f) to take whatever actions might be necessary to carry out the mission of the School District in situations of emergency; and (g) to judge the relative qualifications of candidates for all positions and assignments.

The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in them, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.
- B. Neither the Board nor the Association will engage in reprisals of any kind against any teacher by reason of their membership or lack of membership in the Association or participation in or refusal to participate in its lawful activities.
- C. The Board will, upon request, make known to the Association when and where information is available, such information as the Board is required to release to the general public.
- D. Notice of Vacancies
  1. Within ten (10) school days of vacancies becoming available, notices of vacancies will be posted on an official bulletin board in each teacher's room of each school and sent to the Association.
  2. Such notices shall contain date of posting, a description of the position (whether elementary or secondary) name and location of school, requirements of the position, the day when applications are closed, and the name of the person to whom the application is to be returned" and shall be posted for five (5) working days.
  3. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent within ten (10) days after receipt of valid signed new individual contract. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which they desire to be transferred, in order of preference.

4. When a vacancy occurs as a result of a teacher being involuntarily transferred, leaving, or the creation of a new position, the District shall "professionally" review transfer requests from members of the Association provided under paragraph D 3 above, before acting on applicants from outside the Association. If a member of the Association is to be interviewed, they will be interviewed at the same time as other applicants.
- E. Involuntary Transfer
1. Whenever a teacher is to be involuntarily transferred, they will be notified of the intended action by their immediate superior as soon as practicable. The notice shall be in person, if reasonably possible, shall include the reason for the transfer, and shall be confirmed in writing.
  2. Such transfers shall be affected only after the teacher has (1) been informed of all existing vacancies in the District within their area of competence and certification; and (2) has had the opportunity to express a preference regarding assignment.
  3. The best interests of the School District as well as the teacher's preference and area of certification and competence shall form the basis for final decision on transfer. Prior to the transfer decision being implemented, every reasonable effort shall be made to arrange for the teacher to visit the new assignment.
  4. A teacher may resign by giving notice to the Superintendent within fifteen (15) days of receipt of notice of the involuntary transfer.
- F. The Executive Committee of the Association will have the right to place notices, circulars, and other materials in teachers' mailboxes.
- G. No teacher shall be disciplined unless for just cause.
- H. Temporary leaves of absence with pay will be granted to up to seven (7) representatives of the Association for the purpose of attending the New Hampshire Education Association Delegate Assembly. No more than two (2) shall be from any school, except the high school, from which up to three (3) may be included. The Superintendent will be notified no less than ten (10) days prior to the commencement of such leave.
- I. Unless there are computational errors, grades and evaluations given a student by a teacher shall be final and not subject to alteration arbitrarily or without consultation with the teacher. In the case of such a consultation, the teacher if requested will provide to the Administration the data on which the grade or evaluation was based. If an administrative change is made, the grade will be recorded as the administrator's grade rather than the teacher's.

### **ARTICLE 19 – REDUCTION IN FORCE**

- A. Implementation of a reduction in force will refer to a decrease of staff level including a decrease from full time to part time employment, whether due to enrollment decline, budgetary limitation, or program change.
- B. The effected classification will refer to those teachers assigned in the subject area(s) and in the grade levels designated to be reduced.

A teacher simultaneously belongs to more than one grade range if the grade(s) in which they teach is in more than one range.

Subject areas, and the grade level ranges into which they will be separated, are as follows:

Art	K-5, 6-12
Business	9-12
Educational Support	K-5
Elementary Ed	K-5
English	6-8, 9-12
ESL	K-12
Family & Consumer Science	6-12

FOREIGN LANGUAGE	
French	6-12
Spanish	6-12
German	9-12
Latin	9-12
Guidance	K-5, 6-8, 9-12
Health	6-8, 9-12
Library Media Specialist	K-12
Math	6-8, 9-12
Music	K-5, 6-12
Physical Ed	K-5, 6-8, 9-12
Reading Teacher	K-5, 6-8, 9-12
Reading Specialist	K-5, 6-8, 9-12
MS Science	6-8
Earth/Space Science	9-12
Chemistry	9-12
Life Science	9-12
Physics	9-12
Social Studies	6-8, 9-12
Special Curriculum	K-5, 6-8
SPECIAL EDUCATION	
General Special Education	K-5, 6-8, 9-12
Blind & Vision SPED	K-12
Deaf & Hearing SPED	K-12
Emotionally Handicap	K-5, 6-8, 9-12
Learning Disabilities	K-5, 6-8, 9-12
Psychologist	K-12
SAIF	K-12
TECH ED (Industrial Arts)	
Comprehensive Tech Ed	6-12
Computer Tech Ed	6-8, 9-12
TV Production	9-12
Welding	9-12

- C. Seniority for the purposes of this article is defined as the number of uninterrupted, completed contract years. A contract year is considered completed if a teacher has completed at least one hundred (100) school days of service within the district during the school year. Seniority is accrued for time when a teacher is out on a sabbatical. Seniority is accrued at the district level, and in a particular classification.
- D. The parties agree that the Association will be notified when reduction in force is contemplated and may make recommendations. The ultimate judgment of reduction implementation, release date, relative qualifications, district needs, and effected positions will rest with the School Board.
- E. The district will exert reasonable efforts to minimize the impact of the reduction in force by such means as letting terminated positions close through attrition, etc.
- F. Impacted Staff
1. Within an effected classification, selection of staff to be affected will be based on the needs of the

District for effective placement of staff by school and/or program, seniority, and on the teachers' relative qualifications-including evaluations, education, experience, and state certification: PROVIDED that no "tenure" teacher will be released through reduction in force from an effected classification while a probationary teacher is retained unless contrary to law.

2. A teacher retains bumping rights within their classification provided that the teacher holds valid state certification for the position. In the comprehensive technology education classification, a teacher must have demonstrated competency in the position in addition to holding a valid sate certificate in order to retain their bumping rights.
  3. A teacher who is on authorized leave of absence at the time of the reduction in force shall be treated in the same manner as any other teacher under the provisions of this article.
  4. Within ten (10) school days after a written request is made by the Association after September 30th, the Superintendent will provide the Association with a list of teachers in the district with their seniority and state certifications noted.
- G. Teachers whose positions are to be affected by a reduction will be notified at least 30 days prior to their release date and will be given the reason(s) for the reduction and for the selection of their positions. A letter will be placed in that teacher's file stating that the teacher was not offered a contract due to a reduction in force.
- H. Recall Rights
1. Recall period - a teacher released in RIF will have right to recall for a period to extend initially from the release date (the teacher's last day of employment) through the end of the second school year after the release date.
  2. During the recall period, any teacher released through RIF will be offered the opportunity to be re-employed in the classification from which they were released before any new teacher is employed in that classification. Once a teacher declines such an opportunity, their recall rights shall terminate.
  3. During the recall period, should the teacher apply for another position within the District, the District will "professionally" review the released teacher's file before acting on candidates from outside the Association. If the released teacher is to be interviewed, they will be interviewed at the same time as other applicants. Decisions for hiring will consider the teacher's past experience in the District. If the teacher is not hired or declines the position, then recall rights under this paragraph will remain in effect for the duration of the recall period. If a teacher is offered a position in their original classification under section 1 of this paragraph, then the rights under this section terminate.
  4. A certified letter to a teacher's last known address will be deemed sufficient opportunity for a teacher to respond to their recall rights, and after failure to reply within two (2) weeks the teacher will be considered to have declined.
  5. A recalled teacher shall be reinstated at the same step and track and with the number of years of experience for seniority that they would have had at the beginning of the subsequent school year following the implementation of the reduction in force. The teacher will also receive credit towards step and track changes according to teaching experience and professional training, if any, acquired during their absence from the district.
- I. When a teacher switches positions within the District resulting in a change in their classification under this article, or when there is a change in full-time/part-time status, a written determination shall be made as to whether or not the teacher retains seniority within the classification they are leaving. This written statement shall be signed by both the teacher and the District and will be placed in that teacher's file.
1. In the event of an employee-initiated change of assignment or status, the District is under no obligation to retain such seniority but may choose to do so. This decision is non-grievable.
  2. In the event of a District-initiated re-assignment, transfer, or change of status, the teacher will retain any seniority accrued in the classification from which they were transferred, or another mutually agreed upon classification.

- J. Nothing in this article will diminish the District's authority to assign, reassign, transfer or non-renew employees.

## ARTICLE 20 – SPECIAL ASSIGNMENTS

### A. Auxiliary Teaching Assignments

The Board may, from time to time, establish or eliminate extracurricular and/or co-curricular activities, which will be offered preferentially to teachers in the regular day school program, who, if they apply, will be offered interviews prior to consideration of outside applicants. Both recommendations and appointments shall be based on consideration of the applicants for the position, the length of service of the applicants in the regular day school program, and the needs of the School District. Contracts for a school year or part of a school year, will be established by the Board and used, and may be modified by mutual consent. Wherever practical, contracts will be offered, and notices of non-renewal given at the same time as teaching contracts and notices. The acceptance of any activity contract by a teacher shall be voluntary, with the exception of assigned detention. A written evaluation will be provided to the teacher within four weeks of the conclusion of the contracted activity.

- B. Compensation for extra- or co-curricular activities, including coaching, shall be in accordance with the schedule in Appendix B, with the exception of assigned detention provided for elsewhere in this agreement, and with the exception of Community Education and Driver Education, which will not be covered by this agreement.

### C. Student Teachers

1. Classroom teachers to whom student teachers are assigned shall be fully certified teachers with sufficient experience as defined by the sending college or university, and shall be known as cooperating teachers. The number and placement of student teachers shall be determined by the principal; however, the acceptance of a student teacher shall be at the option of the classroom teacher. A teacher in a secondary department of over ten teachers will not be assigned a student teacher for consecutive years, unless no other teacher in that department chooses to do so, or unless specifically requested by the sending college or university.
2. Cooperating teachers shall work directly with the college or university program coordinator and administrator to ensure that the needs of both the school pupils and the student teacher are met.
3. The principal shall inform the cooperating teacher of any compensation received by the District from the college or university placing student teachers. The full amount shall be paid to the cooperating teacher.

### D. Mileage Allowance

Teachers whose use of their own automobiles is so approved, including teachers who are assigned to more than one (1) school per day, will be reimbursed at the amount allowed by IRS for such required use. The distance between schools shall be computed by the Superintendent. The Board shall provide automobile liability and collision insurance protection for teachers when their personal automobiles are used to carry students on field trips. Reimbursement shall be made monthly on receipt by the business office of an expense voucher submitted by the teacher.

### E. Detention Supervision

1. A "detention hall" for disciplinary purposes may be established by the principal when in their judgment such is necessary. Supervision of detention shall be provided by seeking volunteers from the school's faculty who shall, if assigned, be compensated at the rate of ten dollars (\$10.00) per clock hour. Detention supervision shall be split among two or more applicants.
2. The District shall make the final determination among applicants for the detention hall assignments. If, in the opinion of the principal, there are fewer than two qualified volunteers, the District shall assign teachers to this duty provided that no teacher shall be assigned to conduct the detention hall more than fifty percent (50%) of the time.

## F. Support Staff

The Board and the Association recognize that support staff may, if properly utilized, benefit the educational program. Both parties also agree that support staff is not necessarily trained for the professional functions performed by the teacher. It is agreed that the activities of support staff will be as approved by the principal, but limited to the following areas:

1. Playground and lunchroom supervision;
2. Study hall supervision;
3. Clerical tasks such as typing, running off copies from masters, filing, recording grades, and keeping attendance records;
4. Correcting papers as directed by the teacher;
5. Tutoring and drilling as directed by the teacher;
6. Taking attendance;
7. Setting up and repairing equipment
8. Taking inventory;
9. Checking in orders;
10. Other non-teaching duties as assigned by the teacher and approved by the principal.

### Evaluation of Support Staff:

As per Support Staff contract, all support staff must be evaluated by April 30th of the school year. Teachers are responsible for providing verbal input in the evaluation of their Support Staff. Blank evaluation form(s) will be provided to the teacher at the beginning of the school year so the teacher can review what to observe of their support staff during the school year.

## **ARTICLE 21 – PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A.
1. Each presently employed teacher who is rehired shall be given written notice of their tentative teaching assignment for the following school year no later than one week before the last day of student attendance, and room assignment no later than one week before the first day of student attendance. In a year when the physical plant is changed, those teachers affected will be informed of their academic assignment as above, and will be informed of their facility assignments as soon as possible.
  2. In the event that changes in such assignments are made, the teacher affected shall be notified promptly and will have the right to a conference with the administrator in charge of scheduling.
- B. With the exception of assigned detention, any assignment for which a teacher is compensated in addition to the normal teaching schedule or original agreement of employment shall be voluntary. The rejection of any such voluntary assignment shall not be a bar to continued employment.

## **ARTICLE 22 – STUDENT DISCIPLINE AND TEACHER PROTECTION**

The Board and Association mutually affirm that the objective of all disciplinary action is to foster the development of self-discipline on the part of the student. While, to further this end, every student must be given full opportunity to acquire a positive personal discipline through instruction, example, counseling, and experience, it is recognized that students sometimes cannot, or will not, adjust their behavior to that which is consistent with the safety and well being of other students and faculty. The Board and Association therefore establish the following guidelines for the protection of persons and property.

- A. A teacher may temporarily exclude a pupil from class when the grossness of an offense or the persistence and disruptive effect of misbehavior make the continued presence of the student in the classroom educationally damaging to other class members. In such cases, the teacher will furnish the

administrator, as promptly as their teaching obligations will allow, full particulars of the incident in writing. The pupil shall not return to the class until after consultation by the administrator with the student, and, if appropriate with the teacher and/or parent. At such time, a course of action designed to correct the unacceptable behavior pattern will be established by an administrator.

- B. When a teacher reports to the administration that a physical attack or serious threat has been committed against the teacher within school jurisdiction which constitutes criminal assault, the administration shall promptly inform the School Board and law enforcement authorities in compliance with School District policy.
- C. While corporal punishment (defined in Board Policy JGA) is not permitted, a teacher may, when the necessity arises, use such force as is necessary to restrain a student from mounting an attack or inflicting physical abuse and injury on the teacher or other person(s). The force used shall be such as to be clearly restraint, and not punishment, and shall be the minimum necessary to protect the intended, or innocent, victims from harm.
- D. Time lost by a teacher in connection with an incident covered by this Article shall not be charged against the teacher, nor shall the teacher suffer any loss in compensation or other benefits because of any such lost time.

### **ARTICLE 23 – RETIREMENT**

- A. Teachers retiring from the Londonderry School District with fifteen (15) years of service with the Londonderry School District and being at least age fifty- five (55) or with twenty-five (25) years of service with the Londonderry School District and being at least age fifty (50) within that calendar year, shall receive a retirement payment equal to 50% of their current per diem for up to 110 days of unused sick leave provided, however, that in order to qualify for said payment, notice of intent to retire must be provided to the Superintendent on or before February 1st, four months prior to the effective date of the retirement in the following June. The Board will waive the deadline for notice of intent to retire if a teacher establishes a change in the health of the teacher or an immediate family member (spouse, parent, child, or grandchild) and may waive the deadline for notice for other good cause shown as determined by the Board in its sole discretion. If the Board does not grant a waiver, the teacher's retirement payment will be paid prior to June 30 in the year following the year of the teacher's retirement (By way of example, retire in June of 2019, payment to be made June of 2020.) This payment will be made after receipt of their approved retirement from the State of New Hampshire Retirement System. Retiring teachers shall be eligible to participate in all health, dental, and life insurance programs at appropriate eligibility levels (individual, 2-person, family, etc.) at their expense, provided that they meet the conditions mentioned earlier in this paragraph.
- B. Teachers will be able to accumulate each unused personal day for the sole purpose of the buying back of these days upon retirement as outlined in Article 7 E. at a payment equal to 50% of their per diem in the year of their retirement.

### **ARTICLE 24 - MISCELLANEOUS**

- A. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement will continue in full force and effect.
- B. Neither the Association nor any teacher shall during the term of this Agreement engage in or condone any strike, slow-down, work stoppage, or any other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Board sponsor any lockout.
- C. Cost of reproducing copies of this Agreement in booklet form shall be shared equally by the parties, using a publisher chosen mutually. The specifications will include a completion date allowing the

copies to be distributed on or before the first workday of the school year.

- D. It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written Agreement reached as a result represents the total of all understandings between the parties, for the contract term; unless the parties mutually agree to modify the Agreement, by an instrument in writing, duly executed by both parties.

**ARTICLE 25 – DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2022, and shall continue until June 30, 2025, or until a successor agreement has been properly negotiated. Any implementation of this agreement or the continuation thereof is subject to sufficient funds being appropriated to cover the costs of such implementation.

**APPENDIX A**

**FY22-23 FY23-24 FY24-25 Salary Schedule**

**FY 2022-2023**

<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
1	41,232	41,850	42,688	43,755	44,192	44,634
2	42,799	43,441	44,310	45,417	45,872	46,330
3	44,425	45,092	45,993	47,143	47,615	48,091
4	46,113	46,805	47,741	48,935	49,424	49,918
5	47,866	48,584	49,555	50,794	51,302	51,815
6	49,685	50,430	51,438	52,724	53,252	53,784
7	51,573	52,346	53,393	54,728	55,275	55,828
8	53,532	54,335	55,422	56,808	57,376	57,949
9	55,567	56,400	57,528	58,966	59,556	60,151
10	57,678	58,543	59,714	61,207	61,819	62,437
11	60,043	60,944	62,162	63,716	64,354	64,997
12		63,442	64,711	66,329	66,992	67,662
13			67,364	69,048	69,739	70,436
14			70,126	71,879	72,598	73,324
15			73,001	74,826	75,575	76,330



**FY 2023-2024**

<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
1	41,727	42,353	42,988	44,063	44,613	45,171
2	43,312	43,962	44,622	45,737	46,309	46,888
3	44,958	45,633	46,317	47,475	48,069	48,669
4	46,667	47,367	48,077	49,279	49,895	50,519
5	48,440	49,167	49,904	51,152	51,791	52,439
6	50,281	51,035	51,800	53,096	53,759	54,431
7	52,191	52,974	53,769	55,113	55,802	56,500
8	54,175	54,987	55,812	57,207	57,923	58,647
9	56,233	57,077	57,933	59,381	60,124	60,875
10	58,370	59,246	60,134	61,638	62,408	63,188
11	60,588	61,616	62,540	64,103	64,905	65,716
12		64,080	65,041	66,667	67,501	68,345
13			67,643	69,334	70,201	71,078
14			70,349	72,108	73,009	73,921
15			73,163	74,992	75,929	76,878

**FY 2024-2025**

<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
1	42,228	42,861	43,504	44,591	45,149	45,713
2	43,832	44,490	45,157	46,286	46,864	47,450
3	45,498	46,180	46,873	48,045	48,645	49,253
4	47,227	47,935	48,654	49,870	50,494	51,125
5	49,021	49,757	50,503	51,766	52,413	53,068
6	50,884	51,647	52,422	53,733	54,404	55,084
7	52,818	53,610	54,414	55,774	56,472	57,178
8	54,825	55,647	56,482	57,894	58,618	59,350
9	56,908	57,762	58,628	60,094	60,854	61,606
10	59,071	59,957	60,856	62,377	63,157	63,974
11	61,315	62,235	63,169	64,748	65,557	66,377
12		64,600	65,569	67,208	68,048	68,899
13			68,061	69,762	70,634	71,517
14			70,647	72,413	73,318	74,235
15			73,332	75,165	76,104	77,056

The off-step cost of living adjustment for B+30, M, M+15 & M+30 will be 3.5% FY22, 3% FY23, and 3% for FY24. Current Teachers on the B+30 will be grandfathered to receive the cost-of-living adjustment; teachers hired on or after July 1, 2012, on the B+30 will not receive a cost-of-living adjustment after reaching Step 15.

**APPENDIX B**  
**FY22-23 FY23-24 FY24-25 Stipend Schedule**

**LHS COACHING POSITIONS FY 22-23**

Sport	Level	Stipend
Baseball	Varsity	5,037
Baseball	Assist Varsity	1,810
Baseball	J.V.	3,475
Baseball	Frosh.	2,669
Basketball	Varsity (F)	5,697
Basketball	J.V. (F)	3,805
Basketball	Frosh. (F)	3,238
Basketball	Varsity (M)	5,697
Basketball	J.V. (M)	3,805
Basketball	Frosh. (M)	3,238
Cheerleading	Varsity Head	2,762
Cheerleading	Varsity Assist	1,844
Cheerleading	J.V. Fall	2,992
Cheerleading	Varsity Head	3,920
Cheerleading	Varsity Assist	2,271
Cheerleading	J.V. Winter	3409
Cross Country	Varsity (F)	4946
Cross Country	Assist (F)	3216
Cross Country	Varsity (M)	4,946
Cross Country	Assist (M)	3,216
Equipment Mgr.		2,576
Faculty Mgr.	Fall	1,565
Faculty Mgr.	Winter	1,565
Field Hockey	Varsity	4,477
Field Hockey	Varsity Assist	2,971
Field Hockey	J.V.	3,045
Football	Varsity	10,445
Football	Assistant (2)	5,537
Football	Assistant	1,740
Football	Assistant	4,637
Football	Assistant	4,037
Football	J.V.	5,537
Football	Soph.	2,105
Football	Frosh.	5,432
Football	Frosh. Assist	2,105
Golf	Varsity	4,261
Golf	J.V.	2,556
Gymnastics	Varsity (F)	5,290
Gymnastics	Assist (F)	3,545
Ice Hockey	Varsity (Co-ed)	5,697

Sport	Level	Stipend
Ice Hockey	J.V. Assist (Co-ed)	3,409
Indoor Track	Varsity Head (F)	5,464
Indoor Track	Assist (F)	3,823
Indoor Track	Varsity Head (M)	5,464
Indoor Track	Assist (M)	3,823
Indoor Track	Assist	2,459
Lacrosse	Varsity (F)	4,993
Lacrosse	Assist Varsity (F)	2,997
Lacrosse	J.V. (F)	3,244
Lacrosse	Frosh. (F)	2,746
Lacrosse	Varsity (M)	4,993
Lacrosse	Assist Varsity (M)	2,997
Lacrosse	J.V. (M)	3,244
Lacrosse	Frosh. (M)	2,746
Outdoor Track	Varsity (F)	5,976
Outdoor Track	Assist Varsity (F)	4,185
Outdoor Track	Assist (F)	2,690
Outdoor Track	Assist (F)	2,690
Outdoor Track	Varsity (M)	5,976
Outdoor Track	Assist Varsity (M)	4,185
Outdoor Track	Assist (M)	2,690
Outdoor Track	Assist (M)	2,690
Ski Team	Varsity (Co-ed)	5,635
Soccer	Varsity (F)	4,906
Soccer	Assist (F)	3,287
Soccer	J.V. (F)	3,238
Soccer	Frosh. (F)	1,962
Soccer	Varsity (M)	4,906
Soccer	Assist (M)	3,287
Soccer	J.V. (M)	3,238
Soccer	Frosh. (M)	1,962
Softball	Varsity	5,037
Softball	Varsity Assist	2,891
Softball	J.V.	3,475
Softball	Frosh.	2,669
Swimming	Varsity (Co-ed)	5635
Swimming	Assist (Co-ed)	3271
Tennis	Varsity (F)	4,605
Tennis	Varsity (M)	4,605
Volleyball	Varsity (F)	4,906

**LHS COACHING POSITIONS FY 22-23 (CONT'D)**

Sport	Level	Stipend
Volleyball	J.V. (F)	3,569
Volleyball	Frosh. (F)	1,935
Volleyball	Varsity (M)	4,906
Volleyball	J.V. (M)	3,569

Sport	Level	Stipend
Wrestling	Varsity (M)	5,464
Wrestling	Varsity Assist	3,279
Wrestling	Frosh.	2,289

**LMS COACHING POSITIONS FY 22-23**

Sport	Level	Stipend
Baseball	Class L	2,970
Baseball	Class M	2,364
Basketball	Class L (F)	3,408
Basketball	Class L (M)	3,408
Basketball	Class M (F)	2,555
Basketball	Class M (M)	2,555
Cheerleading	Class L	3,408
Cheerleading	Class M	2,555
Cross Country	Head (F)	2,966
Cross Country	Assist (F)	2,266
Cross Country	Head (M)	2,966
Cross Country	Assist (M)	2,266
Field Hockey	Class L Head	2,910
Field Hockey	Class M Assist	2,236
Golf	Head	2,342

Sport	Level	Stipend
Lacrosse	(F)	2,827
Lacrosse	(M)	2,827
Soccer	Class L (F)	2,942
Soccer	Class L (M)	2,942
Soccer	Class M (F)	2,307
Soccer	Class M (M)	2,307
Softball	Class L	2,970
Softball	Class M	2,364
Track	Head (F)	3,287
Track	Assist (F)	2,689
Track	Assist (F)	2,689
Track	Head (M)	3,286
Track	Assist (M)	2,689
Volleyball	Head	1,827
Wrestling	Head	3,440
Wrestling	Assist	2,621

**LHS CO-CURRICULAR POSITIONS FY 22-23**

Activity	Stipend
Activities Club	2,334
Art Club	1,375
Athletic Leadership Council	1,628
Bio-Connect	1,375
Chess Club	1,375
Class Advisor – Grade 12	7,214
Class Advisor – Grade 11	4,123
Class Advisor – Grade 10	1,375
Class Advisor – Grade 9	1,375
Color Guard Head	1,546
Color Guard Assist	580
Dance Team Advisor	3,050
Day of Giving	2,404
Drama Club Head	5,530
Drama Club	2,491
Drama Club Assist	1,889
Drum Line Assist 1	2,070
Drum Line Assist 2	1,036

Activity	Stipend
Drum Line Assist 3	802
Drum Line Assist 4	802
Drum Line Head	2,170
First Program	4,980
Future Business Leaders	1,375
Future Educator's Club	2,919
Granite State Challenge	1,375
International Club	1,335
Marching Band Assist 1	4,293
Marching Band Assist 2	673
Marching Band Assist 3	673
Math Team Contest	342
Math Honor Advisor	342
Math Team Advisor	1,375
NHS Advisor	2,919
NHS Faculty Council	342
Newspaper	5,530
Pep Rally	2,404

### LHS CO-CURRICULAR POSITIONS FY 22-23 (CONT'D)

Activity	Stipend
Rocket Club	1,335
Student Council	7,009
Video/Radio	1,375

Activity	Stipend
Yearbook Head	6,869
Yearbook Assist	4,122

### LMS CO-CURRICULAR POSITIONS FY 22-23

Activity	Stipend
Academic Intervention (4)	5,668
Art Club	1,375
Book Club	1,375
Boys Respect	1,475
Clef Singers	2,274
Color Guard	858
Drama Assist/Dir Choreographer	2,232
Drama Director	3,780
Drama Musical Director	1,375
Drama Stage Crew	1,203
Girls Respect	1,475
Golf – Intermural	1,647
Jazz Ensemble	1,891
Literary Club	1,375
Marching Band	1,203
Math League	1,375
Political Action Club	1,375

Activity	Stipend
Pop Star Choreography	858
Popstars	2,232
Recreation Club	2,232
Recycling Club	1,375
Robotics	1,032
Safe Sitter Club	2,232
School Newspaper	3,780
Science Club	2,061
SET Club (2)	1,475
Strategy Games (2)	659
Student Council	6,181
Studio LMS – Media Productions	1,375
Tennis – Intermural	1,647
Yearbook	3,435
Yearbook Assist	2,032
Yoga/Mindfulness Club	1,373

### ELEMENTARY POSITIONS FY 22-23

Activity	Stipend
ART SHOW COORDINATOR	
Each Elementary	300
CROSS COUNTRY (FALL)	
Each Elementary	835
DRAMA CLUB	
Each Elementary	3,477
GYMNASTICS	
Each Elementary	3,023
INSTRUMENTAL BAND	
Each Elementary	6,460


Activity	Stipend
INTRAMURAL MUSIC (STRINGS)	
District Wide – Advisor	6,460
District Wide – Assist	2,221
PRINCIPAL'S DISCRETION	
Each Elementary	1,739
SPRING TRACK	
Each Elementary	410
STUDENT COUNCIL	
Each Elementary	1,160

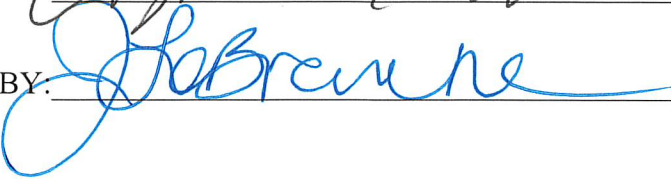
Coaching and Cocurricular stipends will be increased 3.5% for FY22, 3% for FY23, and 3% for FY24.

APPENDIX C

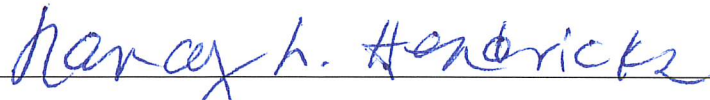
IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

LONDONDERRY EDUCATION ASSOCIATION

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

LONDONDERRY SCHOOL BOARD

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

## Memorandum of Agreement Between

### The Londonderry School Board and The Londonderry Education Association, NEA NH

The Memorandum of Agreement is entered into by the Londonderry School Board ("Board") and the Londonderry Education Association ("Association"). Hereinafter, the term "Employee" will refer to any employee included in the current collective bargaining agreement between the "Board" and the "Association" noted above.

**WHEREAS**, the Board, District Administration and Professional Staff have worked collaboratively to identify and implement additional teacher classifications.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth below, the parties agree;

#### I. NEW CLASSIFICATION ADDED TO ARTICLE 1 – RECOGNITION SECTION A

- 1) Digital Learning Specialists be added after Library Media Specialists.
- 2) It should now read as follows:
  - a. Under the Public Employee Labor Relation Board Certification Order of December 7, 1976, and in accordance with RSA 273:A as amended, the Londonderry School Board, hereafter referred to as the Association, as the exclusive representative for purposes of collective negotiation for all professionally certified teachers, guidance counselors, library media specialists, **digital learning specialists**, school psychologists, and teaching principals, teaching assistant principals or teaching house masters (who teach three (3) periods or more classes per day or fifty (50) percent or more of the work week).

#### II. NEW CLASSIFICATION ADDED TO ARTICLE 19 SECTION B

- 1) In terms of Reduction in Force, the title of Digital Learning Specialist will be considered equal to Library Media Specialists.
  - a) In article 19 Section B (Reduction in Force table) should now read Library Media Specialist/Digital Learning Specialist.
  - b) The grade level ranges will stay at K – 12 for both classifications

#### III. AUTHORITY

- 1) The parties agree that this agreement does not replace this current collective bargaining agreements which is still in full force and effect in addition to what is explicitly modified by this MOA
- 2) The parties acknowledge that the fact that an item is included in this Memorandum of Agreement shall not be deemed an admission or determination by the district that the item represents a mandatory subject of bargaining and shall not prevent the district from declining to bargain with the Association regarding that item in future negotiations.

- 3) To the extent this Memorandum of Agreement includes subjects other than mandatory subjects of bargaining, the Parties reserve the right to assert or refuse to negotiate such subject in any future negotiations and any obligations created herein shall expire with agreement.

IV. DURATION

- 1) The parties agree that this agreement is temporary and will only be in effect for the 2022 – 2025 collective bargaining agreement.

DATE: 5/10/22

LONDONDERRY EDUCATION ASSOCIATION

BY: \_\_\_\_\_

Title: LEA President

DATE: 5/10/22

LONDONDERRY SCHOOL BOARD

BY: \_\_\_\_\_

Title: School Board Chair