

Multi-year Master Agreement
Between
Rochester Federation of Teachers
and the
Rochester School Board

August 27, 2022
to
August 24, 2025

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PREAMBLE

To encourage the continuous, effective and harmonious working relationship between the School Board of the City of Rochester (hereinafter called the Board) and the American Federation of Teachers - Rochester Local #3607 (hereinafter called the Federation), the Board and the Federation make and enter into this Master Agreement effective as of the 26th day of August 2019, by and between the Board and the Federation.

Article I- Recognition, Jurisdiction, Definitions

A. Recognition

1. The Rochester School Board recognizes the Rochester Federation of Teachers, Local 3607 AFT as the exclusive bargaining representative of the full-time and part-time professional employees named below:

Teachers- certified or waived
Department Chairpersons School
Counselors

Specialists: Reading Consultant; Physical Education; Art; Music; Speech Therapist, Psychologist; Physical Therapist; Special Education Teachers; Occupational Therapist; and other specialists who hold positions in the School Department which require state teacher certification under the rules of the New Hampshire Department of Education or certification or licensure through the appropriate state agency or board.

Library Media Specialists

Registered Nurses

Licensed Practical Nurses

Provided, however, that Speech Therapists, Physical Therapists, Occupational Therapists, Psychologists, Registered Nurses and Licensed Practical Nurses providing contracted services to students on an individual basis will be excluded from the bargaining unit.

The parties will cooperate in the transition including, but not limited to filing the necessary documentation with the NH Public Employee Labor Relations Board to modify the bargaining unit.

2. Part-time employees shall be covered by this Agreement, except that only the following benefits shall be made available and only on a *pro rata* basis equal to the percentage of time employed, e.g., 3.5 work week equals 3.5 of the benefit listed:

(a) Wages per step plan

(b) Sick/Personal/Professional/Maternity/Jury/Funeral Leave

Assignments, transfers, and vacancies shall apply only as among other part-time positions for

the same area of certification.

B. *Jurisdiction*

The jurisdiction of the Federation shall include those persons now or hereafter who perform the duties or functions of the categories of employees named above.

C. *Definitions*

1. The term *Board* as used in this Agreement shall mean the Rochester, New Hampshire School Board.
2. The terms *professional*, *teacher*, *person*, or *member* as used in this Agreement refer to an individual of either sex employed full-time by the Board in these categories listed in Article I-A above unless otherwise specified.

The term *full-time* as used in this Agreement shall mean any person who performs 80% or more of a normal weekly assignment, five days per week, whose position requires either certification or license (e.g. nurse), and who has an employment contract with the school district for more than 45 consecutive work days on some assignment or replacing an employee identified by Article I, A above.

3. The term *Superintendent* as used in this Agreement shall refer to the responsible administrative head of the school district.
4. The term *school* as used in this Agreement shall mean any work location maintained by the Board.
5. The term *Federation* as used in this Agreement shall mean the Rochester Federation of Teachers, AFT #3607, AFT-NH, AFL-CIO.
6. The term *Federation Representative* as used in this Agreement shall mean any designee duly authorized by the Federation.
7. The term *bargaining unit* as used in this Agreement shall mean all the persons employed in the categories listed in Article I-A.
8. The term *parties* shall mean the Board and the Federation as participants in this Agreement.
9. Whenever the singular is used in this Agreement it is to include the plural.
10. Whenever in this Agreement a personal pronoun is used, such pronouns shall apply equally to both male and female.

11. The term *seniority* as used in this Agreement shall mean continuous service in the District as a professional covered by this agreement and listed in Article 1-A, except that approved leaves shall not break seniority. Length of service shall be determined first by the date of the School Board meeting in which the bargaining unit member was employed by the Board. In the case of a tie, length of service shall be determined by the date that the employee's first signed individual contract was received in the Superintendent's Office. In case of further tie, length of service shall be determined by the date and time of the employee's final interview with a school district administrator prior to employment by the Board.

Article II -Duration

- A. This contract and the provisions herein shall become effective on August 27, 2022 and continue in effect until August 24, 2025. Negotiations for a successor agreement shall begin on or about February 15, 2025 and be conducted in accordance with Article XI.
- B. The *status quo* shall continue in effect until a successor agreement is negotiated.
- C. It is understood and agreed by the parties that in consideration of this Agreement, that this Agreement constitutes a full and final settlement of any and all unresolved issues.

Article III - Fair Practices

- A. As sole collective bargaining agent, the Federation will accept into voluntary membership all professionals covered by this Agreement without regard to race, creed, color, religion, national origin, political activities, gender, marital status, sexual orientation or affiliation with other organizations.
- B. The Board and the Federation agree that there will be no discrimination because of race, creed, color, religion, national origin, political activities, gender, domicile, marital status, sexual orientation, or participation in any organizational activities.

Article IV - Leaves

A. *Sick Leave*

1. Each covered employee shall be entitled to accumulate 14 sick days per year to a maximum of 110 sick days. Sick leave may be used for the illness or injury of the teacher and may be used for any proper FMLA purpose. Employees who work at the Magnet School shall receive one (1) additional sick day per year.
2. Sick leave shall accumulate at the rate of 1.4 days per month. Employees may be advanced up to the full 14-day accumulation at any time during the year. However, in the event that an employee leaves the employ of the district having used more than his/her actual days accumulated at the 1.4 days per month rate, then the difference between the accumulated days

and days used shall be deducted from the employee's last paycheck, calculated at the employee's daily rate of pay. It is understood that if an employee has accumulated the maximum number of leave days, and then uses no more than fourteen in a given year, the ensuing year he/she will still have the maximum number of accumulated leave days. The Office of the Superintendent shall notify each teacher of his/her total accumulated sick leave by October 15.

3. Employees may utilize sick leave for purposes not eligible for FMLA with approval by the Superintendent.
4. The severance pay benefit amounting to 50% pay back at the time of retirement is defined in Article V-F.
5. Days as referred to in this article shall be defined as the length of the day normally worked by that employee (e.g. one day of leave for a 3;5 employee who works 5 hours per day is 5 hours).

B. Sick Leave Bank

1. Each covered employee under this Agreement in order to be eligible for the sick bank may donate up to one (1) day of accumulated sick leave in September and thereafter, if called for by the Sick Bank Committee, donate an additional day each year in October. The Bank shall be allowed to accumulate up to an amount equal to the number of members in the bargaining unit. Any covered employee who contributes to the Sick Bank may borrow sick days from this Bank based upon the following formula:
 - a. Up to one year of service in this system, 15 days additional sick leave;
 - b. Up to two years of service in this system, up to 30 days additional sick leave;
 - c. Up to three years or more of service in this system, up to 45 days additional sick leave.
2. The basic criteria for applying for and using sick leave from this Sick Bank shall be:
 - a. The covered employee's accumulated sick leave shall have been exhausted;
 - b. The covered employee shall have been involved in a major operation or a serious and prolonged illness;
 - c. The days borrowed by the covered employee shall be paid back by the borrowing employee at a rate of not less than six (6) days per year, except that days previously donated by the covered employee would be subtracted from the days borrowed.
3. Application for use of the Sick Leave Bank shall be made to a Federation designated committee of three (3) teachers for evaluation and disposition based upon reasonable rules and regulations adopted by the Federation to administer this benefit. The decision of the Federation committee

to approve use of the Sick Leave Bank shall be communicated in writing to the Superintendent for record-keeping purposes. It shall also be the responsibility of the Federation to communicate in writing to the Superintendent's Office the names of employees contributing to the Sick Leave Bank.

4. The Rochester School Board and the City of Rochester shall not participate or otherwise be responsible for the interpretation, application or administration of this benefit. Any ruling or other decision by an agency, body, board, court or other entity governing the provisions of this benefit which alters this benefit in its application or use in any way shall not impose upon the Rochester School Board or the City of Rochester any additional financial liability or obligation hereto.
5. This benefit shall not be subject to the grievance procedure, arbitration or other type of legal procedure.

C. Bereavement Leave

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

D. Personal Leave

Covered employees are eligible for up to three (3) non-accumulative days for leaves of absence with full pay each school year. The days allowed will be for personal affairs provided that the leave will be taken for purposes which could not reasonably be accomplished on other than a school day. Personal days contiguous to holidays and vacations may be taken with prior approval of the building principal then the Superintendent which shall not be unreasonably withheld. Prior approval of the building principal then the Superintendent or his or her designee is required, except in case of an emergency, when approval may be subsequent; approval shall not be unreasonably withheld. Leaves taken pursuant to this section shall be in addition to any sick leave to which a covered employee is entitled.

Personal days not used by the end of the school year shall not accumulate, but shall be paid out at the rate of \$120 per unused day.

E. Jury or Witness Leave

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

An employee who is subpoenaed to appear in Court on a District-required case outside of working hours, and/or on non-contractual days including school vacations and summer vacations, shall be compensated by the District at the employee's per diem rate of pay. This provision shall apply when the employee's presence at the court hearing is required as a result of the employee's prescribed work duties. This provision shall not apply in a case when the Federation is a party to the proceeding. This provision shall not apply in a case when the Court hearing is the result of a criminal or civil matter outside the scope of the teachers prescribed duties regardless of whether the incident giving rise to the Court hearing occurred while the employee was at work and/or on District property. The covered employee shall pay over to the Rochester School Board and City of Rochester any money paid for such witness except that portion of the money identified as personal expense, such as for travel.

F. Professional Leave

With the prior approval of the Superintendent or his/her designee, covered employees shall be entitled to a total of two (2) days leave of absence with full pay for attendance at professional meetings, conferences, conventions, for the purpose of school visitation, and for the purpose of receiving a higher degree.

Except under extenuating circumstances, written notice of professional leave shall be received in the Superintendent's Office seven (7) school days prior to such leave. The Superintendent may extend professional leave upon a covered employee's request.

G. Extended Leaves of Absence

1. Military leave without pay shall be granted to any covered employee who is inducted in any branch of the Armed Forces of the United States for the period of said induction in accordance with applicable federal law.
 - a. Two weeks leave with pay shall be granted to any covered employee whose spouse is placed on active duty in any branch of the United States Armed Forces, to be taken during the course of the spouse's active duty.
2. One year may be granted to any continuing contract teacher for the purposes of advanced study, travel as it relates to re-certification, or for the purpose of caring for a sick member of the teacher's family.

3. Other requests for leaves of absence for special reasons may be granted by the Board upon recommendation of the Superintendent of Schools.

H. *Maternity Leave*

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

- (a) Sick leave shall be granted with a physician's statement that the covered employee is no longer able to conduct her teaching duties without damaging the health of the mother or future child.
- (b) A temporary leave of absence, without pay, shall be granted earlier than sick leave by mutual agreement of the individual covered employee and the Superintendent and such agreement shall not be unreasonably withheld.
- (c) After delivery, sick leave shall continue until such time as her physician states the mother is no longer ill and she is able to resume her duties.
- (d) An additional temporary leave, without pay, shall be granted by mutual agreement of the individual covered employee and the Superintendent and such agreement shall not be unreasonably withheld.
- (e) In the case of extended leave, benefits such as raises that would normally accrue to her shall not be withheld.

I. *Parental Leave*

Time shall be granted to a parent to spend with a newly adopted child or upon the delivery of a natural child. Compensation for such days will be made possible by charging these days to the employee's sick leave. If the employee does not have accumulated sick days, such leave will be granted without pay.

J. *Family and Medical Leave*

Unpaid leave(s) of absence shall be granted to any covered employee who qualifies under the provisions of the Family and Medical Leave Act of 1993. A physician's signed statement of approval to return to work will be required for any employee who has been absent because of his/her own illness for more than three days under this provision. It shall be the employee's choice whether or not to use paid sick leave during FMLA leave or for any portion of the leave.

K. *Sabbatical Leave*

A teacher can qualify for a sabbatical leave for professional improvement, through an approved degree program or other approved program related to the teacher's teaching field, after seven years in the Rochester School System. Application for a sabbatical leave is to be submitted to the Superintendent by May 15. All sabbatical leaves are subject to approval by the Superintendent with consideration given to the following conditions:

1. Up to two of the approved leaves per year will be granted on the basis of seniority.
2. One additional leave per year may be granted at the discretion of the Superintendent.
3. No more than one sabbatical per year will be granted to personnel in a single department.
4. Final approval is contingent on verification of acceptance into an approved degree program or registration in another approved program granting college credit.

During the sabbatical leave, the teacher will receive credit for one year of service and agrees to remain in the District for a minimum of three years after his/her return. The School District agrees to pay for all non-salary benefits and to reimburse the teacher for fifty percent (50%) of tuition to a maximum of fifty percent (50%) of thirty-two credits.

If the employee leaves the employment of the District prior to the three-year commitment, the employee shall reimburse the District for all costs incurred to the District related to the leave. If extenuating circumstances, beyond the control of the employee, force the employee to leave the employment of the District prior to the three-year commitment, an appeal may be made to the School Board for exemption from the payback.

L. Additional Leave Provisions

1. All benefits to which a covered employee is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall then be assigned within the scope of his/her certification.
2. All extensions, renewals, or modifications of leaves shall be applied for in writing and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board upon the recommendation of the Superintendent of Schools.
3. If an individual is requested by the Superintendent of Schools to attend a function on behalf of the Board or system, such time will not be charged to the individual's professional leave.
4. The Superintendent of Schools may make recommendations for the extension of any of the above leaves and upon approval of the Board, grant such extensions.

Article V - Compensation

A. Method and Time of Salary Payment

1. Covered employees shall receive their pay on alternate Fridays. Each employee shall have the option of receiving his/her annual salary on a *pro rata* basis over 52 weeks with 26 equal payments or to receive his/her salary calculated on the same *pro rata* basis through 22 equal payments, but with a lump sum payment to the employee for summer pay on the first pay day after July 1 of each year. Each newly hired employee shall make the selection of an option prior

to receipt of his/her first paycheck of the year. Each established employee shall notify the Business Office of change in selection prior to August 1 of the year in which the change is to become effective. If no notification is made to the Business Office, the employee shall be paid on the basis of his/her last request or, where no request exists, in 26 equal payments.

2. Covered employees shall receive a salary increase and step advancement in accordance with Schedule 1, Schedule 2, and Schedule 3 as shown. The salary schedules include one column for experience and one for step. The experience column is for initial placement of new hires. Once placed on a step, the employee moves a step annually as outlined below:

Year 1 - Salary Schedule 1 is effective August 27, 2022.

Step increases shall be granted effective with the first pay period.

Year 2 - Salary Schedule 2 is effective August 28, 2023. Step increases shall be granted effective with the first pay period.

Year 3 - Salary Schedule 3 is effective August 26, 2024. Step increases shall be granted effective with the first pay period.

3. Eligible employees shall receive annual step increases for the duration of this Agreement. Employees on improvement plans shall not be eligible for step increases until they have satisfied the requirements of their plans. When employees on plans satisfy the requirements of their plans, they shall receive the step prospectively. If it is determined that an employee has been improperly placed on an improvement plan, the employee will receive the step retroactively.
4. Covered employees on the Master's track who do not have a Master's Degree shall remain grandfathered on the Master's track.
5. Newly employed personnel shall be placed on the Salary Schedule at a step commensurate with experience of teachers currently employed in the Rochester School District. New hires will not be placed on steps higher than continuing employees with the same experience unless the new hires' positions are in critical shortage areas as defined by the State Department of Education or in the CTE program and the Superintendent has informed the RFT President or designee in advance of the hiring. For new hires in the CTE program, employees can be placed on the step schedule granting a full step for each year of work experience.

B. Anniversary Dates

For the purpose of the salary schedule, full-time covered employees serving more than one-half (1/2) of a school year will be given credit for one (1) year of service.

C. Mileage Allowance

1. Staff members required to travel for his or her job-related responsibilities will be paid at the then

current federal rate per mile. Extracurricular positions and/or activities do not qualify for this allowance. Mileage will start and end at the employee's job site.

D. Department Heads and Curriculum Advisors

1. Department Head and Curriculum Advisor positions shall be paid a stipend of \$1,400.00 plus \$65.00 per teacher in their assigned responsibilities. In the event more than one person is assigned to the position, the compensation shall be divided equally. Department Heads and Curriculum Advisors do not perform evaluations of teachers.
2. Nurses, Occupational Therapy and Speech Department Head, K-12, positions shall be paid a stipend of \$1,200.00 plus \$60.00 per teacher in their assigned responsibilities, and \$30.00 per para-educator, speech language assistant, licensed practical nurses, nurses or occupational therapy assistant in their assigned responsibilities. They shall also be paid a stipend of 0.092 times their base salary for the amount of time needed to provide input for evaluations.
3. Department Heads may be assigned the same class load as other teachers. Department Heads may be relieved of duties on a case-by-case basis. E.

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

F. Severance Pay

1. A covered employee shall receive severance pay equal to fifty percent (50%) of said covered employee's unused and accumulated sick leave, at the per diem rate at which the covered employee last earned, when retiring from the City of Rochester School System into the New Hampshire Teacher Retirement System. While payment of the severance benefit will be made prior to actual application or acceptance into said Retirement System, the severance benefit is contingent on eligibility for and acceptance into said Retirement System. If the covered employee fails, within one year, to apply for acceptance into the Retirement System, he/she shall be obligated to return the amount of severance pay to the District.
2. Employees must provide written notice of intent to retire to Superintendent of Schools on or before the February 1st immediately preceding the school year for which they intend to retire. To be eligible for severance pay, a teacher must complete the school year in which they provide the notice of intent to retire, absent an unforeseen medical emergency or exigent circumstances for the employee and/or his family. The Superintendent may waive these requirements in appropriate circumstances and such waiver shall not be unreasonably withheld. (Example: A teacher who does not wish to return to teaching in September and desires to retire would provide a written notice of intent to retire to the Superintendent on or before February 1st of the current school year.)

G. Teacher Workshops and Time Worked Beyond 185 Days

1. The Board agrees to pay the costs of teacher workshops that are arranged or required by the Administration.
2. Summer Workshops and Meetings: Teachers shall be paid \$150 for a full day of professional development and meetings and \$75 for a half day. Any such workshop or meeting that exceeds three and a half (3.5) hours shall be compensated at the full day rate. Teachers shall be paid mileage for out-of-district workshops and programs that the District requires them to attend.
3. It is understood that middle and high school counselors who have additional days specified in their individual contracts shall be required to work an additional twenty (20) days in the summer. The length of the summer work day is from 8:00am to 2:00pm unless otherwise specified by the Administration. The determination of when the summer days will be worked shall be set by the Administration after reviewing input from the school counselors.
4. It is understood that School Nurses and LPN's will work an additional five (5) days in the summer to complete care planning, 504 meetings, and other duties. The determination of when the summer days will be worked shall be set by the Administration after reviewing input from the school nurses.
5. Occupational, Physical and Speech/Language Therapists will work an additional 5 days in the summer to do work directly related to their professional responsibilities. The determination of when the summer days will be worked shall be set by the Administration after reviewing input from the school Occupational, Physical and Speech/Language Therapists.

H. Extra-curricular and Co-Curricular Payments

1. Schedule 4, is incorporated by reference. The parties shall maintain a labor - management committee comprised of an equal number of representatives for each party (not greater than 5 for each party). The Committee shall be responsible for examining requests for new and/or re-activated extra-curricular or co-curricular positions and present its recommendations to the Superintendent. Minutes shall be maintained for these meetings. The Committee shall adopt such rules as may be necessary.
2. In the event any club or sport is inactive for two (2) years, the stipend for the position(s) may be changed to \$1.00 at the May Labor-Management Extra-Curricular and Co-Curricular Committee (LMECC) meeting. The money previously allocated for such position(s) shall remain as a budgeted amount for Schedule 4 to be re- allocated for possible increases within the schedule.
3. A proposal for new club or sport or to re-enact a club or sport will be initiated by the completion of a survey approved by the LMECC. The survey will be presented to the RFT Vice-President in Charge of Committees. This request will be submitted to the Labor-Management Extra-Curricular and Co-Curricular Committee. The Committee will review the request, and if approved, forward the recommendation to the Superintendent. These requests may be received and considered throughout the year.

Any new or reinstated club would begin at the base level of \$525.00. The leader of this club can apply yearly for an increase in stipend depending on money available and rationale for such an

increase. This request would then be considered by the Committee. If approved by the Committee, the recommendation shall be provided to the Superintendent for submission to the School Board for approval. Any funds allocated for the schedule can then be distributed on Schedule 4 as the Committee deems appropriate.

4. Requests for increases in stipends may be made by the leader of any club or coach of any sport. Such requests shall be submitted to the RFT President in Charge of Committees not later than April 30th. Such requests will be considered at the May meeting of the LMECC. Recommendations of the Committee shall be forwarded to the Superintendent, and if approved, forwarded to the School Board.
5. Nothing in this language prohibits either party during the course of negotiations from presenting proposals regarding Schedule 4.
6. Payments for Extra-curricular (i.e. athletic) stipends will be issued three times per year. These payments will be included in the employee's regular payroll check unless the employee elects in writing to receive the payments as separate checks. The issuance of these checks will be within thirty (30) days after completion of the last game of the Fall, Winter and Spring athletic seasons.

I. *Perfect Attendance Incentive*

Any covered employee with perfect attendance for the year, defined as no sick leave usage, will receive a \$200.00 incentive bonus. Donation of a sick day to the sick bank or another employee shall not count as use of sick leave for the purpose of this section.

J. *Longevity Stipend*

Effective August 28, 2023:

After the completion of the tenth (10th) year of service to the District and upon reaching Step 17, bargaining unit members shall receive longevity pay, to be paid annually on or before December 1 in a lump sum check according to the following schedule:

Effective 2021-22	
Years of Service.	Amount
10-19	\$1,321
20+	\$1,618

Effective 2023-24	
Years of Service.	Amount
10-15	\$1,500
16-19	\$1,750

20+	\$2,000
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Effective 2024-25	
Years of Service	Amount
10-15	\$1,600
16-19	\$1,850
20+	\$2,100

K. Licensure

Any new hire whose licensure requires a Doctorate Degree shall receive an additional one thousand-five hundred dollars (\$1,500) per year.

- L.** The District shall reimburse each member of the bargaining unit the cost of recertification and/or licensing fees up to a maximum of \$130 once every three years provided, that sum is available to the individual employee from their unused allotment for workshop reimbursement in Article VI.F.

Article VI - Fringe Benefits

A. Health Insurance

Effective October 1, 2016:

1. All covered employees shall be eligible to receive single, two-person, or full family coverage in the following plan administered through Health Trust:

Matthew Thornton AB SOS 20/40/1KDED, RX 10/20/45 with \$1,000 (Single), \$2,000 (2-Person), \$3,000 (Family) deductibles.

The Board shall pay eighty percent (80.0%) of the total premium of the Matthew Thornton AB SOS 20/40/1KDED, RX 10/20/45 rate and the employee shall pay twenty percent (20.0%) of the total premium.

The employee share of premiums shall be paid by the individual teachers through payroll deductions.

2. Available coverage and claims procedures shall be reported annually to covered employees.
3. The District shall offer employees eligible for health insurance the option to enroll a domestic partner in the medical and dental plans offered to bargaining unit members provided the employee and their domestic partner complete and submit the forms provided by the medical benefits provider to establish their eligibility for insurance.

B. *Dental Insurance*

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

C. *Workers' Compensation*

All covered employees shall be provided Workers' Compensation Insurance. Any employee with a claim or potential claim shall make a written report to the School District Business Office within twenty-four (24) hours of the injury or knowledge that the potential for a claim exists. The employee shall give notice to the School District Business Office of the anticipated date of his/her return to work as soon as it is known.

D. *Tax-Free Annuity*

The Board agrees to continue to allow covered employees to take advantage of the Federal law concerning tax-free annuities. Deductions for and payments made to new companies require ten (10) or more participants. The maximum number of companies the Board makes payments to will not exceed twenty (20). Employees are responsible for ensuring that all annuity agreements are in full compliance with all legal requirements and with Board policy. The Board shall not be liable for any annuity product. The Board will not deduct life insurance premiums, except for premiums associated with excess coverage under the plan sponsored by the Board.

E. *Course Reimbursements*

The Board will pay 100% of the per credit cost of tuition for in-service courses or courses at accredited colleges, universities, or professional training schools which are taken by covered employees in accordance with the following schedule:

1. If the courses are part of a program leading to an advanced degree, as approved by the Superintendent of Schools, the employee will be reimbursed up to a maximum of eight (8) credits in any one school year at a rate up to the current graduate course rate for fully matriculated, in-state students, that is in effect at the University of New Hampshire.
2. If the courses are not part of a program leading to an advanced degree, as described above, the employee will be reimbursed up to a maximum of seven (7) credits in any one school year at a rate up to the current graduate course rate for the University Of New Hampshire Division Of Continuing Education.

3. Qualifying credits are college or university courses in the area of the employee's certification, or courses initiated and approved by the Instruction Committee of the Board that are equal to a college credit program. The courses must have been approved in advance by the Superintendent of Schools in accordance with the employee's staff development plan, or equivalent for nurses, guidance and other professions. Courses may also qualify for change in certification or re-certification as stated in the Employee's Staff Development Form A.
4. To be entitled to reimbursement, a covered employee must make his/her application within ninety (90) days of course completion. Covered employees earning credit shall be reimbursed within thirty (30) days of submission of evidence of satisfactory completion by attaining the equivalent of a *B-* (*B minus*) or better grade of such courses to the Superintendent. A *P* is an acceptable grade where the covered employee is enrolled in a mandatory pass/fail grade course. A *P* shall not be accepted for a course where pass/fail is offered as an elective, but rather the covered employee must use the grade alternative. No reimbursement will be made for courses taken by members of the bargaining unit to become certified unless certification is required by the Instruction Committee of the School Board or prior approval has otherwise been granted by the Instruction Committee. Covered employees earning credit after July 1 shall be reimbursed in September only if they continue in the employ of the District.

F. *Workshop Reimbursement*

As of June 1 of each year, teachers who have submitted reimbursement requests that had been declined earlier that school year, may reapply for reimbursement on a first come, first served basis, to the extent that funds remain uncommitted in the District's reimbursement account.

The Board will pay 100% of the costs of approved workshops not to exceed four hundred and twenty-five dollars (\$425.00) per teacher per school year. With prior approval of the Superintendent, occupational therapists, speech therapists, physical therapists, nurses, and psychologists may elect to attend conventions, conferences or additional workshops and such reimbursements shall not be unreasonably withheld. To be eligible for reimbursement the workshop must be necessary under the employee's individual staff development plan for re-certification or to meet requirements for the license necessary for their position. Workshops shall be approved in advance by the Superintendent. Reimbursement shall be made within 30 days of submission of a certificate of successful completion of the workshop. Additional amounts for employees may be approved by the Superintendent provided there are adequate funds available. The deadline to apply to receive reimbursement funds for the school year shall be June 1st. Applications received after June 1st shall be paid out of the next contract year. Between June 1st and June 15th, those employees who have taken workshops in excess of \$425 paid by the District and paid at their own expense, may submit their request for reimbursement for those additional workshops out of remaining funds. Any funds available will be awarded to those employees who applied for additional reimbursement on a first come, first served basis. With prior approval of the Superintendent, employees may pool workshop reimbursement funds to bring in outside resources so as to assist them in fulfilling requirements for their staff development plans for recertification or licensure.

- G. The total annual cost for each year of the contract to the District for Course Reimbursement (E above) and workshop reimbursement (F above) shall not exceed two hundred fifty-six thousand dollars (\$256,000).

H. *Pre-Tax Flexible Spending Plan*

The District shall allow employees to enroll in a so-called Section 125 flexible pre-tax spending benefits plan. This plan may be administered by a vendor hired by the District, and shall follow all applicable Federal and State rules and regulations. The District shall pay the administrative fees.

Article VII- Working Conditions

A. *School Year*

1. The work year for covered employees shall begin the Monday occurring seven days prior to Labor Day and terminate no later than June 30. The first two calendar days will be used as non-student days unless elections are conducted in the schools and Day Two would be held on the September Election Day.
2. The scheduled work year for covered employees shall consist of 185 days. The scheduled work year for the Maple Street Magnet School employees shall consist of 205 days.
3. The two calendar days before the start of the student year shall be configured and used as follows:

Day One: There shall be no District scheduled meetings, activities or work and this time shall be no more than 25% for school-based meetings and not less than 75% for self-directed work by teachers to meet the individual professional requirements.

Day Two: District scheduled meetings, activities or work shall only be scheduled for 50% of the day. The other 50% shall consist of self-directed work by teachers to meet their individual professional requirements.

In those years when September elections are going to be conducted in any of the schools, Day Two as noted above shall be held on the September election day.

One of the workshop days shall be scheduled in November. This day shall be utilized as follows: no more than 75% of the time for professional development activities or district directed activities and not less than 25% of the time for self-directed work by teachers to meet their individual professional requirements except for the elementary schools it is understood that if parent conferences are held they will be on the November workshop day and thus this day is dedicated for that purpose; if there are no parent conferences, then the day shall be structured as noted.

One of the workshop days shall be scheduled to provide for a mid-year non-student day on the Monday or Friday closest to the 91st school day. This day shall be utilized as follows: 50% of the time for professional development activities and 50% of the time for self-directed work by

teachers to meet their individual professional requirements.

One of the workshop days shall be scheduled in March. This day shall be utilized as follows: no more than 75% of the time for professional development activities or district directed activities and not less than 25% of the time for self-directed work by teachers to meet their individual professional requirements.

The district will in good faith attempt to schedule self-directed time without interruption, however, the District may interrupt self-directed time with professional development time when it determines the schedule requires the interruption provided the total time will be allocated as specified above.

4. Attendance at summer workshops is completely voluntary.
5. The District shall provide a total of two (2) hours to each covered employee on an administration selected early release day (s) which shall be for self-directed work by the teachers to meet their individual professional requirements. The time shall be provided in at least one (1) hour increments.
6. All workshop days shall begin not earlier than 8:00am and end no later than 3:00pm.

B. *School Day*

1. As a professional, a covered employee is expected to devote to his/her work the time necessary to accomplish the task at hand.
2. Although covered employees consistently spend more time in school than is required and will continue to so do, it is expected that they will attend meetings relating to their profession after school and evenings unless otherwise limited in this contract.
3. The school day and employee work day shall commence 15 minutes prior to the beginning of classes and shall conclude 30 minutes after the end of the regular classes at the elementary school and fifteen minutes after the end of regular classes at the middle and high schools and shall be 7 and $\frac{1}{4}$ hours (seven hours fifteen minutes). If a teacher volunteers for duty before the required start time, the teacher may leave work fifteen (15) minutes before the end of the scheduled work day unless the teacher is required to attend a scheduled meeting.
4. After School Meetings:
Effective September 1, 2011, except in emergencies, no bargaining unit member (Department Heads and Curriculum Coordinators excluded) shall be required to attend more than eighteen (18) meetings per school year called by the administration. Whenever possible, three (3) work days notice and an agenda shall be provided. Meetings shall be limited to one (1) hour in length and begin no later than fifteen (15) minutes after the end of the student day. IEP meetings, meetings with parents, meetings initiated by other teachers, and meetings for which an employee receives a stipend shall not be subject to these limitations.

5. Evening Meetings or Events:

Bargaining unit members will not be required to attend more than three (3) evening meetings or events per school year. Each meeting or event shall not exceed two (2) hours in length. In the event the District is involved in an accreditation process, these limitation requirements shall not apply to the school or schools being reviewed; however, the Administration shall in the first instance seek alternative means other than after school meetings to accomplish the tasks necessary for the accreditation process. These alternative means may include but are not limited to teacher workshop days, early release days and/or no charge professional days. Further, in the event there exist circumstances beyond the control of the District that may require the waiver of the meeting limitations contained herein, the District may request a waiver of these provisions from the Federation and such waiver shall not be unreasonably withheld by the Federation.

6. Remote Learning Days:

On remote learning days the “live” on screen time shall follow the same times as an early release day. The remaining portion of the regular school day time the teacher would be available for office hours and assisting students online in a virtual open classroom.

C. *School Calendar*

The precise annual scheduling of the School Calendar shall be the prerogative of the School Board. However, before the annual schedule is established the Federation will be provided an opportunity to meet with the Superintendent or provide input from the professional staff.

D. *Duty Free Lunch Period*

Each professional shall be provided with a lunch period, free of all duties, for a duration of no less than 30 minutes.

E. *Substitute Teachers*

The Board agrees to continue its practice of providing substitutes for teachers absent for a full school day or days. No teacher will be compelled to substitute for a colleague that is expected to be absent for a full school day except in an emergency.

F. *Practice Teachers*

Practice teachers and interns shall be assigned only with the consent of the staff member involved.

G. *Extra-Curricular Activities*

Covered employee participation in extra-curricular activities will be strictly voluntary.

H. *Physical Examinations*

If the Board requests a physical examination for new employees, it shall insure that a designated health care provider shall be available to the employee for such examination at no cost to the employee. If the new employee wishes another doctor, it shall be at his/her expense.

I. *Professional Development Programs*

The bargaining unit shall be allowed input on professional development programs. All professional development programs shall be applied toward re-certification requirements if approved by the Professional Development Committee and Superintendent.

Teacher representation on the Professional Development Committee including developing the District's Professional Development Plan for submission to the State shall be appointed by the President of the Rochester Federation of Teachers.

J. *Resignation Notices*

Any covered employee planning not to return to the Rochester School System shall notify the Superintendent's Office at once. Anyone terminating his/her teaching contract shall give a minimum of 30 days notice. No covered employee, if under contract, shall resign or leave after July 1 of any year.

After July 1 of any year, if a covered employee resigns from his/her employment without the written permission of the School Board, and thereby fails to work for the School District for the entire school year required by his/her employment contract, the covered employee shall pay the School District the sum of \$2,000.00 as reasonable liquidated damages and not as a penalty to compensate the School District for expenses incurred by reason of the covered employee's resignation. The covered employee also shall be liable for the School District's costs of collecting the liquidated damages, including reasonably attorneys' fees. The covered employee may submit information to the School Board in support of a request for the School Board's permission to resign and waiver of liquidated damages. This provision shall be included in each professional employee's individual employment contract.

K. *Equipment*

Equipment including but not limited to photocopy machines necessary for teacher use in the preparation of instructional materials shall be available in an area designated by the Administration.

The District shall provide a desktop or laptop computer for each bargaining unit employee in every staff workplace in a school. The District will provide regular and routine maintenance on the computers.

Upon request, the District shall make a reasonable accommodation for employees who do not have a space that can be locked with a key having been provided to them.

L. Teacher Evaluation

- I. All evaluations of the performance of a teacher will be conducted openly and with full knowledge of the teacher. The teacher will be given a copy of any evaluation report prepared by his/her superiors in a timely manner and will have the right to discuss such report with his/her superiors.
2. All non-tenured teachers shall receive a minimum of two written evaluations each year prior to March 1. Effective September 1, 2005, evaluations shall be done in accordance with the Rochester School District Evaluation Plan adopted by the Board and the Federation.

M. Teacher Files

1. Teachers will have the right, upon request, to review and copy the contents of their personnel file. A teacher will be entitled to have a representative of the Federation accompany him/her during such review.
2. No material concerning a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her 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 will also have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. Material which concerns an employee's conduct or service and is disciplinary in nature may be removed from the employee's personnel file after a two-year period as follows:
 - a. The employee will submit a written request for removal to the Superintendent of schools.
 - b. No other disciplinary action will have occurred during the two-year period, except that an employee who has successfully completed an employee assistance program as described in Paragraph O, below, may immediately request the removal of the material related to incident(s) leading to participation in said program.
 - c. The Superintendent will review the file and have the authority to remove said material. The employee has the option to appeal the Superintendent's decision to the School Board.

N. Complaints Against Teachers

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher. A complaint within the meaning of this article is an allegation that could adversely affect the teacher's personal or professional reputation and could be serious enough to warrant administrative action.

0. Teacher Discipline

1. Disciplinary action will normally be taken in the following order:
 - a. Verbal warning
 - b. Written warning
 - c. Suspension without pay
 - d. Termination
2. However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Board reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.
3. All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Federation at the time disciplinary action is taken.
4. The Board may offer employee assistance programs in addition to or as an alternative to disciplinary action where appropriate programs are available for dealing with the behaviors which led to the need for discipline.
5. No covered employee who has completed his or her probation period as according to then-current state law will be disciplined, deprived of any compensation or professional advantage, fail to be appointed or dismissed without just cause.

P. Loss of Personal Property

The Board agrees to establish a pool of \$1,000 per year for the reimbursement of job-related property loss incurred by covered employees. Covered employees who believe they have a claim may submit said claim, with proof of financial loss (i.e. receipts), to the Federation President on or before June 1 of each year. A committee of teachers appointed by Federation will then consider all claims and allocate the funds from the pool to claimants on the basis of relative merit. The Federation President will forward the committee's recommendation to the Superintendent of Schools for review and final approval. In no case shall the Federation recommend approval of aggregate claims in excess of \$1,000 per fiscal year, and in no case shall the Federation recommend approval of a single claim in excess of the actual financial loss to the employee. Actions based on this provision of the Agreement are not subject to the Grievance Procedure. Claims may not be carried from one school year to the next.

Q. Regular Education Para-educators

The Board agrees to provide at least one regular education para-educator for each elementary building, one for the middle school and one for the high school to be assigned to specific responsibilities at the discretion of the building Principal.

R. Preparation Periods

1. Elementary teachers shall have a continuous and uninterrupted period for individual planning and instructional preparation. Individual planning time normally shall be no less than 300 minutes per full week, and normally provided in blocks of no less than 60 continuous minutes. In addition, they may have group planning time of 45 minutes per week.
2. Middle School teachers will normally be provided with a continuous and uninterrupted daily period for individual planning and instructional preparation equal to the length of the instructional period of no less than forty (40) continuous minutes per day and not to exceed 60 continuous minutes per day.
3. High School teachers will normally be provided with one continuous and uninterrupted daily period for individual planning and instructional preparation normally of eighty (80) minutes each day. The district may schedule out of this time two, forty -minute blocks during a normal week per teacher of which one block shall be for duties and the other block shall be for group planning or meetings and no day shall have both scheduled.
4. On early release days, every elementary teacher shall have no less than a thirty (30) minute uninterrupted preparation period.

On delayed opening days, every effort shall be made by the District to provide every elementary teacher with preparation time.

RMS and SHS teachers shall have a preparation period equal to and not less than one instructional period.

S. Duties

Duties shall include a) non-instructional supervision of students which shall also include before or after the student day; b) working with individual students or small groups on academic matters as assigned by the administration. Duty schedules will be published and updated on a regular basis by administration.

Duties shall be rotated and assigned on an equitable basis as to frequency, length, and qualifications within the following limitations:

Elementary School: Duties shall not exceed sixty (60) minutes per week per teacher and no teacher shall be assigned duty for more than thirty (30) minutes per day.

Middle School: Duties for each teacher shall not exceed thirty-five (35) minutes per week in increments of no less than 10 minutes, no more than one time daily, averaged across a forty (40) week school year.

High School: Duties for each teacher shall not exceed forty (40) minute single duty per week per

teacher.

Traveling teachers shall only be required to perform duties at his/her home school. Supervision of students after school in the event of a late bus in their own classrooms shall not exceed ten minutes. If students are not picked up within ten minutes of dismissal, they shall be called to one assembly to wait for the bus. Group assembly coverage will be treated as a duty.

T. *Special Education Committee*

A committee consisting of teachers and administrators will continue to meet regularly and seek solutions to some of the special education concerns the district faces. This committee will be advisory in nature.

U. *Health and Safety*

The Federation and the Board agree to establish a Labor-Management Health and Safety Committee comprised of three Union representatives and three Management representatives which shall meet on at least a quarterly basis, unless either party requests a more frequent meeting, to address health and safety concerns. These issues and concerns may be addressed by the Joint Loss Committee. Each year, the Board on one hand, and the Union and/or other constituent groups on the other hand, will designate one committee member to serve as the two co-chairs of the committee for the upcoming year. The schedule of meeting for the upcoming year shall be set by September 1st each year and provided to the full committee members. The co-chairs shall be responsible for providing the agenda to be distributed to the full committee one week in advance of the meetings.

The issues examined by this Committee shall include but are not limited to physical plant issues, indoor environmental issues (air quality and indoor climate) occupational health and disease, workplace security and personal physical safety of employees. The Committee shall make such recommendations to the School Board as deemed necessary to address health and safety concerns.

- V. When employees are required to utilize district mandated software in the performance of their professional duties, the Administration shall provide initial and ongoing training, support, manuals, as well as the designation of an individual who will provide support in the performance of these tasks.

Article VIII - Assignments, Transfer and Vacancies

A. *Teacher Assignments*

1. Teachers signifying an intention to return will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades, and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 1. If a change is made after June 30, the covered employee will be notified promptly and in writing.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned except temporarily and for good cause, outside the scope of their teaching certificate.

3. Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be voluntary to the extent possible.

B. *Transfers*

1. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first.
2. When requesting a transfer for an open position or when involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, as determined by the Administration and seniority in the Rochester School System will be considered in determining which teacher is to be transferred. When other qualifications are determined by the Administration to be substantially equal, seniority will be controlling.
3. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer.
4. When being transferred, open positions in other schools will be made available upon request of the teacher. Preference will be given in filling such positions on the basis of length of service in the Rochester School System.
5. Exceptions to the provisions of Sections 1, 2, 3 and/or 4 above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected.
6. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and the end of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

C. *Vacancies and Voluntary Transfers*

1. Whenever any vacancy in a professional position occurs during the school year (September to June) it will be adequately publicized by the Superintendent by means of a notice placed on the bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be available and may be picked up. Rochester teachers shall only be required to submit current letters of reference; however, teachers may provide additional materials at their discretion. There shall not be the requirement to submit the entire employment application. Rochester Teachers will be guaranteed an interview for vacancies.

D. *Other Job Openings*

Positions in any summer programs, evening programs and federal programs shall be filled first by

regularly appointed teachers in the system who possess the necessary qualifications and are most competent as determined by the Administration.

E. *Reduction in Staff*

The Board may reduce certified positions due to declining enrollment, budget reductions, changes in or consolidation of Board-authorized programs, or any other reason determined by the Board to be necessary or desirable. If it becomes necessary to decrease the number of certified positions, all of the following factors shall be applied:

- Order of appointment within each affected area of certification;
 - Below effective evaluations; and
 - Written reprimands on record that are less than five years old.
1. Such teachers shall be reinstated in inverse order of their layoff, within areas of certification. Such reinstatement shall not result in a loss of credit for previous service.
 2. No new appointments may be made within an area of certification while teachers holding certification in that area are available.
 3. The Superintendent will consult with the RFT President or his/her designee in determining RIF order before finalizing a RIF list or notifying any teachers who may be subject to RIF.

F. *Employment*

The Board is an equal opportunity employer.

Article IX - Grievance Procedure

A. *Definition:*

A grievance is a claim by a covered employee, a group of covered employees, and/or the Federation, that there has been a misinterpretation or violation of any provision or practice of this Agreement.

B. *General Provisions:*

1. All time limits specified in this Article shall mean school days, unless specified otherwise. Time limits indicated hereunder are maximum unless extended by mutual agreement.
2. All such agreements to extensions must be in writing. Grievances pending at the end of the school year shall be resolved expeditiously and prior to the end of the contract year unless deferred by mutual agreement.
3. The Board shall have the right to representation of its own choosing.

4. The grievant shall have the right to representation of his/her choosing excluding representation by a member, an agent, or an employee of any other employee organization.
5. A grievance will be heard other than during the covered employee's normal teaching day or hours.
6. The Board and/or covered employee will make available upon request such records or other documents which the aggrieved and the Board agree are pertinent to the processing of the grievance.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the regular personnel files.
8. Failure at any Grievance Level to communicate the decision within the specified time limits to the Grievant(s) or the Federation President will result in proceeding to the next level.
9. A grievance may be submitted directly to the level having adequate authority to resolve the issue grieved, but may not initially be submitted to a higher level if adequate authority exists at a lower level. In the case of a question, the Superintendent will determine the threshold administrative level at which adequate authority exists to resolve an issue.

C. Grievance Procedure

Level #1: In formal Level

The covered employee shall discuss the problem with the individual(s) concerned and try to resolve the conflict. This discussion may include but is not limited to the following: covered employee, Union Representative, Principal, Department Head, Supervisor, Assistant Superintendent, Superintendent, other interested party. In order to encourage and allow the resolution of grievances at this informal level, a grievant will be granted 15 days from the date of the action or from the grievant's first knowledge of the action or condition on which the grievance is based to present the formal grievance at Level #2.

Level #2: Principal or Supervisor

The grievance shall be presented on Rochester School District Grievance Record (Appendix D), to the Grievant's immediate supervisor who shall respond to said grievance and provide the rationale for his/her decision in writing within five (5) days.

Level #3: Superintendent

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Federation, the covered employee or the Federation may within 10 days of receipt of the decision at Level #2 present it in writing to the Superintendent. Within five (5) days after receiving a grievance, the Superintendent shall meet to resolve and respond to the grievance with the grievant and the

Federation's representative(s). The Superintendent shall respond to said grievance and provide the rationale for his/her decision, in writing, within 10 days following the meeting at Level #3.

Level #4: School Board

If the grievance is not resolved to the satisfaction of the grievant(s) and Federation, the grievant(s) or the Federation may within 10 days of receipt of the decision at Level #3 submit the grievance in writing to the Board. Within 10 days after the receipt of a grievance, a majority of the Board shall meet with the grievant(s) and a representative of the Federation for the purpose of hearing the arguments of the parties involved. Within 8 days after said meeting the Chair of the Board shall respond, in writing, to said grievance and provide, the rationale for the Board's decision.

If the grievance is not resolved to the satisfaction of the Federation at Level #4, the Federation may, within 15 days of receipt of the decision, submit the grievance to arbitration for final and binding resolution.

Level #5: Arbitration

1. Arbitration shall be conducted by an impartial arbitrator mutually chosen by the Board and the Federation. Upon demand for arbitration, representatives of the Board and the Federation shall request lists of arbitrators from the American Arbitration Association. Selection shall be made within 30 calendar days of receipt of the lists, and shall be made in accordance with the Voluntary Rules of the American Arbitration Association. The arbitrator shall have the authority to fashion remedies and appropriate awards. In case of appeal, the decision of the arbitrator stands until the appeal is decided.
2. Either party may, if it desires, be represented by counsel.
3. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding.
4. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator.
5. The arbitrator shall issue his/her decision not later than 30 days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding.
6. Both parties agree that the arbitrator shall be prohibited from modifying or adding to this agreement.

7. The costs of the arbitrator shall be paid as follows:
 - a) The Board and the Federation shall each pay one-half of the costs of the arbitrator for each of the first three (3) arbitrations during each contract year.
 - b) The loser shall pay sixty percent (60%), and the winner shall pay forty percent (40%) of the costs of the arbitrator for each arbitration beyond three in a single contract year.
8. The parties agree that the arbitrator shall not hear or have jurisdiction over the negotiations or terms of a successor agreement.
9. Either party may appeal the arbitrator's award in accordance with RSA 542.

Article X - Federation Rights and Responsibilities

A. *Representation*

1. As exclusive representative the Federation shall not discriminate against, nor exclude from membership any person in the bargaining unit electing to join the Federation.
2. The Federation will represent equally and to the best of its ability all members of this bargaining unit without regard to membership in, or participation in the activities of the Federation.

B. *Use of Buildings*

Authorized representatives of the Federation will be permitted to use school facilities for meetings. Such meetings shall not interrupt the regular operations of the school and shall be scheduled in cooperation with the school Principal and Superintendent's Office. If meetings are to be held at a time other than when a custodian is regularly scheduled at the school, the Federation will be responsible for the rental cost as per School Board policy.

C. *Distribution of Materials*

In order to keep the bargaining unit informed the Federation will be the only employee organization permitted to use the school mail system and boxes to distribute information. This information is to be brought to the attention of the building Principals.

D. *Notices*

Authorized representatives of the Federation will be permitted to post official notices on the bulletin boards in the teachers' rooms. The President of the Federation shall be responsible for the content of the information and shall insure that it is in good taste. The Superintendent shall be provided the information prior to its distribution.

E. *Meetings*

Representatives of the Federation will be permitted to attend official meetings of the Federation immediately after the completion of the regularly scheduled pupil day.

F. *Access*

1. Authorized representatives of the Federation will be permitted reasonable access to bargaining unit members in their schools. Such access shall not interrupt the orderly operation of the school, nor shall it interrupt the individual's performance of his/her duties
2. During unusual circumstances, and with proper notice given to and approval received from the Superintendent or his designee, National and State Federation Representatives and the Federation's Attorney shall be given access to the President of the Local Federation or to their designee.

G. *No Local Federation Activity on School Time*

In recognition of these privileges and responsibilities the Federation agrees that no member of the bargaining unit will engage in Federation activities during the time they are performing their assigned professional duties, except by mutual consent of the needed Federation representative and the administration.

H. *Information*

The Board shall make available to the Federation, upon its reasonable request, all records relevant to negotiation or necessary for the proper enforcement of this Agreement. Compliance of this request shall not disrupt the everyday functional operation of the administration.

I. *School Board Meetings: Advance Agenda and Minutes*

1. A copy of the public agenda of all School Board meetings shall be made available to the official Federation representative at least 24 hours prior to the meetings or as soon as the agenda is prepared. The Federation representative shall be advised as soon as possible of all meetings of all the School Board.
2. A copy of the approved minutes of all School Board meetings shall be made available to the official Federation representative.

J. *Dues Deduction*

Any bargaining unit member who wishes to have Federation dues deducted from his/her pay shall notify the Superintendent in writing on the forms provided by the Federation and attached hereto as

Appendix E, the language of which is incorporated by reference herein.

K. *COPE Deduction*

Any bargaining unit member who wishes to contribute to COPE, the RFT political action arm, may do so through payroll deduction by notifying the Superintendent in writing.

L. *Federation Executive Board*

Up to two (2) members of the Federation Executive Board will be relieved of all assigned duties other than classroom teaching assignments. The Federation may rotate which two (2) executive board members may be relieved of duties. No more than one (1) executive board member per school shall be relieved of duties.

M. *Federation Representatives*

If Federation Building Representatives and Officers must conduct union business immediately before or after school, they may report to their assigned building five minutes before the beginning of school for students, and/or may leave the building at five minutes after student dismissal except that they shall report at the time required to perform their morning or afternoon duties on the days they are assigned.

N. *Federation Telephone*

The Federation may, at its discretion, install a telephone in the teachers' room of the building wherein the Federation President is assigned to work. The Federation agrees to pay all expenses related to installation and use of this telephone.

O. *Federation Meetings with Members*

In addition to regular member meetings, the Federation shall be allotted up to at least one-half (1/2) hour at the beginning of the year District-wide meeting with all employees covered by the collective bargaining agreement. If there is not a district-wide meeting, this opportunity shall be provided in building meetings. The Federation shall also be provided an opportunity to meet with the newly hired teachers before the start of the school year.

P. *AFT-NH Presidency*

1. In the event a RFT member is elected to the full-time position of President of AFT-NH, the District shall grant an unpaid leave of absence for at least the duration of the President's term(s) of office.
2. The leave shall commence with the effective date of the term of office for the President or when

the district hires a suitable replacement whichever is later.

3. During such leave of absence, the President shall continue to accrue and retain his/her seniority and experience including years of service for longevity. Sick leave accumulation shall be frozen for the duration of the leave of absence however, the accrued sick leave balance earned to date shall be retained. Upon returning from leave of absence, the President shall resume earning sick leave in accordance with the collective bargaining agreement.
4. Once the term(s) expire, the member shall be granted a position in the RFT bargaining unit.

Article XI- Negotiations Procedure

- A. On or about February 15 of the expiration year of the then current contract, the parties agree to enter into negotiations for a successor agreement concerning wages, hours, and other conditions of employment. This Agreement constitutes notice to the Rochester School Board of the Federation's intent to negotiate for a successor Agreement.
- B. During such negotiations, the Board and the Federation shall present relevant data, exchange points of view and make proposals. The Board and the Federation shall make available to each other all pertinent non-confidential records, data and information of the Rochester School District. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. Any agreement reached during these negotiations shall be reduced to writing and signed by the Board and the Federation.
- D. Any agreement reached which requires the expenditure of public funds for implementation shall not be binding upon the Board, unless the necessary appropriation has been made by the Rochester City Council.
- E. The Board shall make every effort to secure the funds necessary to implement said agreement.
- F. After 60 days, providing at least 5 negotiation sessions have occurred, either party may declare impasse.
- G. Impasse may be declared earlier by mutual consent.
- H. If impasse is declared, the Federal Mediation and Conciliation Service shall be the agency contracted to provide a mediator.
- I. The mediator shall make the contact and set up meeting dates which are mutually acceptable.
- J. The mediator shall make every effort to bring the parties together, but, if he/she is unable to do so,

he/she shall submit a report of his/her findings within one week to both parties after the last session.

Article XII - General Provisions

A. *Copies of the Agreement*

Copies of the Agreement will be printed and a copy given to each teacher. The Federation shall pay sixty percent (60%) and the Board shall pay forty percent (40%) of the costs for the printing of the official Agreement.

B. *Existing Laws and Regulations Preserved*

The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule or regulation, including without limitation all applicable continuing contract, pension, or education laws and regulations.

C. *School Board Policies*

1. This Agreement constitutes School Board policy for the term of said Agreement, and the School Board shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Board shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
2. All rules and regulations governing covered employees shall be interpreted and applied equitably throughout the District.

D. *Individual Contract*

The individual contract shall consist of the Contract of Employment (*Appendix A*) and Salary Analysis Sheet (*Appendix B*).

E. *Superintendent/RFT Conferences*

In the event that a need arises to create new extra-curricular or co-curricular positions and set stipends for same during the term of this Agreement, the Superintendent of Schools shall meet with the Federation President for consultation, without re-opening negotiations on any provision of this Agreement, and shall forward a joint recommendation to the School Board for final approval.

The Superintendent of Schools and Federation President may meet and confer on other problems that arise during the course of this Agreement and may, without re-opening negotiations on any provision of this Agreement, seek a satisfactory resolution for joint recommendation to the School Board.

F. *Saving Clause*

If any portion of this Agreement is or shall at any time be contrary to law, then such provision shall

not be applicable or performed or enforced.

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

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this ____ day of July ,2022.

Rochester Federation of Teachers

Rochester School Board



Carrie Feyler, President



Paul Lynch, Chairman

Appendix A
New Hampshire School Administrative Unit No. 54
Rochester, New Hampshire

Contract of Employment

This agreement made this _____ day of _____, 20__ by and between the Rochester School District, hereinafter called District, and _____, hereinafter called Teacher.

Witness:

1. District will employ Teacher at a salary of\$ _____ to be paid in such installments as the District may determine in its rules and regulations or as may be provided in an agreement between the District and the Rochester Federation of Teachers.
2. Teacher agrees to work for District for said period and agrees to conform to and carry out all the laws, rules, policies, and regulations pertaining to the conduct of the schools and the teachers, and such other laws, rules, policies, and regulations as may be enacted during the term of this contract.
3. District may, without liability, terminate this contract in accordance with the New Hampshire RSA, Chapter 189:13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between District and Teacher, and this contract shall become void, subject to appeal, if teacher is removed by the Superintendent or if Teacher's certificate, license, or permit is revoked by the Commissioner of Education or such other appropriate licensing agency.
4. This contract is void unless Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching and/or holds a valid license or credential for the position for which they are employed.
5. This contract must be signed by teacher and be returned to the Superintendent's Office not later than _____, otherwise the contract will be deemed to be null and void.
6. All policies, rules, and regulations, as adopted or as may be adopted by the School Board pertaining to teachers, are hereby incorporated by reference and made a part hereof, and Teacher accepts the responsibility of being conversant with said policies, rules and regulations.
7. Teacher represents all statements made in application for employment are true and accurate, and this information constitutes a complete disclosure of education and teaching experience.
8. Teacher will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.
9. This agreement, except as herein provided, shall not be terminated by either party prior to 30 days written notice or without the written consent of the other party.

By: _____
Chairperson, School Board

By: _____
Teacher

Date: _____

Date: _____

Appendix B

Rochester School Department
Rochester, New Hampshire

Salary Analysis Sheet

Teacher: _____

Degree or equivalent: _____

Scheduled Salary: _____

Department Head: _____

Extra-Curricular: _____

Other: _____

Total Salary: 20_____ to 20_____ \$ _____

If the above is not in agreement with your estimate, please contact the Superintendent. Please sign and return one copy to the Superintendent's Office.

I accept _____

I do not accept _____

Teacher's Signature

Appendix C
Authorization for Assignment of Course
Reimbursement Funds

I, _____, a member of the RFT in the Rochester School District hereby authorize said Rochester School District to pay those funds which are due to me for course credit reimbursement from the Rochester School District for the semester of school year _____-_____ to the Rochester Federation of Teachers.

I give this authorization and assign said course reimbursement funds to the Rochester Federation of Teachers in consideration of the Federation having loaned and advanced the monies to me to make payment for the courses which the school District is now reimbursing me.

In making and accepting this Authorization For Assignment, both I and the Rochester Federation of Teachers agree that the Rochester School District obligation to make course reimbursement payments under the provisions of the Master Contract is not altered or expanded, and that the Rochester School District shall not be responsible or liable for any loss or expense which may arise or result from compliance with this Authorization For Assignment.

The Rochester School District may rely upon a copy of this Authorization for Assignment presented to it by the Rochester Federation of Teachers.

Witness:

Borrower:

Print Name _____

Print Name _____

Signature _____

Signature _____

Dated: _____

Appendix D

Rochester School District
Grievance Record

Grievance No. _____ Level _____ Date filed: _____

Name of Grievant(s): _____

Building: _____ Assignment: _____ Date of
alleged violation(s) or misapplication(s) _____ Article of the
Agreement allegedly violated: _____ Statement of the
grievance: _____

Nature and extent of the injury or loss involved: _____

Remedy sought: _____

Signature- Federation Representative

Signature - Grievant

Present:

Disposition by: Principal
Superintendent

Date answered: _____

Principal/Superintendent

Grievance settled on the basis of Principal's Superintendent's answer: _____

Grievant

Appendix E

Rochester School District
Dues Deduction Authorization Form

Name _____

I hereby authorize the Rochester School District to withhold from my salary, Federation dues in an amount to be certified by the Treasurer of the Rochester Federation of Teachers, acknowledging that the amount of dues may increase at times subsequent to the authorization, and this authorization shall be a continuing authorization for such dues deductions.

The sums thus to be deducted over the period of one year, (twenty-two pay periods, twenty-six pay periods, or other arrangement as permitted by the Master Agreement) are hereby assigned by me to the Rochester Federation of Teachers, and are to be remitted by the Rochester School Department to the Treasurer of the federation. Having done so, the District shall be held harmless from any claim(s) in connection with the provisions of this authorization and Master Agreement terms. It is further agreed that the District assumes no financial liability except to forward, on a monthly basis, those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect from year to year unless I notify the Office of the Superintendent and the Rochester Federation of Teachers' Treasurer in writing between June 1 and September 1, to cease deductions for the coming year.

Signature: _____ Date: _____

Home Address: _____
City: _____ State: _____ Zip: _____

Phone# Home: (preferred YIN) ..._____. Text Allowed YIN

Cell: (preferred YIN) _____

Employee#: _____ School: _____

Position: _____

Home E-Mail: (preferred) Y/N _____

School E-Mail: (preferred YIN) _____

Please check position below:

Teacher: _____ Para-Professional: _____ Food Service: _____

Dues: Full _____ Half _____ Quarter _____

Actively recruited by: _____

Once completed, this form must be sent directly to the Federation Treasurer.

For Office Use Only:

Date Received: _____ Copies sent to:

Vice Pres. _____ Date _____ Central Office _____ Date _____

Copies sent to: Vice-President _____ Date: _____

Date first dues deducted _____ AFT Connect Entry Date _____

Schedule I

2022-2023						
		BA	BA + 15	MA	MA + 15	MA + 30
Experience	Step					
0, 1, 2, 3	3	\$ 40,382	\$ 41,774	\$ 43,979	\$ 45,372	\$ 46,764
4	4	\$ 41,618	\$ 43,010	\$ 45,216	\$ 46,609	\$ 48,001
5	5	\$ 42,854	\$ 44,246	\$ 46,452	\$ 47,845	\$ 49,237
6	6	\$ 44,091	\$ 45,483	\$ 47,689	\$ 49,081	\$ 50,473
7	7	\$ 45,327	\$ 46,719	\$ 48,925	\$ 50,318	\$ 51,710
8	8	\$ 46,563	\$ 47,955	\$ 50,161	\$ 51,554	\$ 52,946
9	9	\$ 47,800	\$ 49,192	\$ 51,398	\$ 52,791	\$ 54,182
10	10	\$ 49,242	\$ 50,634	\$ 52,840	\$ 54,233	\$ 55,625
11	11	\$ 50,479	\$ 51,871	\$ 54,076	\$ 55,469	\$ 56,861
12	12	\$ 51,921	\$ 53,313	\$ 55,519	\$ 56,912	\$ 58,304
13	13	\$ 53,363	\$ 54,755	\$ 56,961	\$ 58,354	\$ 59,746
14	14	\$ 54,600	\$ 55,992	\$ 58,198	\$ 59,591	\$ 60,982
15	15	\$ 56,843	\$ 58,248	\$ 60,477	\$ 61,884	\$ 63,323
16	16	\$ 59,086	\$ 60,504	\$ 62,756	\$ 64,177	\$ 65,664
17	17	\$ 61,329	\$ 62,761	\$ 65,035	\$ 66,471	\$ 68,005
18	18	\$ 63,575	\$ 65,020	\$ 67,317	\$ 68,764	\$ 70,346
	19	\$ 65,818	\$ 67,277	\$ 69,595	\$ 71,058	\$ 72,687
	20	\$ 66,476	\$ 67,949	\$ 70,291	\$ 71,769	\$ 73,414

Schedule
II

2023-2024						
		BA	BA + 15	MA	MA + 15	MA + 30
Experience	Step					
0, 1, 2, 3	3	\$ 40,886	\$ 42,296	\$ 44,529	\$ 45,940	\$ 47,349
4	4	\$ 42,138	\$ 43,548	\$ 45,781	\$ 47,191	\$ 48,601
5	5	\$ 43,390	\$ 44,799	\$ 47,033	\$ 48,443	\$ 49,853
6	6	\$ 44,642	\$ 46,051	\$ 48,285	\$ 49,695	\$ 51,104
7	7	\$ 45,894	\$ 47,303	\$ 49,536	\$ 50,947	\$ 52,356
8	8	\$ 47,145	\$ 48,555	\$ 50,788	\$ 52,199	\$ 53,608
9	9	\$ 48,397	\$ 49,807	\$ 52,040	\$ 53,450	\$ 54,860
10	10	\$ 49,858	\$ 51,267	\$ 53,501	\$ 54,911	\$ 56,320
11	11	\$ 51,110	\$ 52,519	\$ 54,752	\$ 56,163	\$ 57,572
12	12	\$ 52,570	\$ 53,979	\$ 56,213	\$ 57,623	\$ 59,032
13	13	\$ 54,030	\$ 55,440	\$ 57,673	\$ 59,084	\$ 60,493
14	14	\$ 55,282	\$ 56,692	\$ 58,925	\$ 60,335	\$ 61,745
15	15	\$ 57,553	\$ 58,976	\$ 61,233	\$ 62,658	\$ 64,115
16	16	\$ 59,824	\$ 61,261	\$ 63,540	\$ 64,980	\$ 66,485
17	17	\$ 62,095	\$ 63,545	\$ 65,848	\$ 67,302	\$ 68,855
18	18	\$ 64,369	\$ 65,833	\$ 68,158	\$ 69,624	\$ 71,225
	19	\$ 66,641	\$ 68,118	\$ 70,465	\$ 71,946	\$ 73,596
	20	\$ 67,307	\$ 68,799	\$ 71,170	\$ 72,666	\$ 74,332

Schedule
III

2024-2025						
		BA	BA + 15	MA	MA + 15	MA + 30
Experience	Step					
0, 1, 2, 3	3	\$ 41,397	\$ 42,824	\$ 45,086	\$ 46,514	\$ 47,941
4	4	\$ 42,665	\$ 44,092	\$ 46,353	\$ 47,781	\$ 49,208
5	5	\$ 43,932	\$ 45,359	\$ 47,621	\$ 49,049	\$ 50,476
6	6	\$ 45,200	\$ 46,627	\$ 48,888	\$ 50,316	\$ 51,743
7	7	\$ 46,467	\$ 47,894	\$ 50,156	\$ 51,584	\$ 53,011
8	8	\$ 47,735	\$ 49,162	\$ 51,423	\$ 52,851	\$ 54,278
9	9	\$ 49,002	\$ 50,429	\$ 52,691	\$ 54,119	\$ 55,546
10	10	\$ 50,481	\$ 51,908	\$ 54,169	\$ 55,597	\$ 57,024
11	11	\$ 51,748	\$ 53,175	\$ 55,437	\$ 56,865	\$ 58,292
12	12	\$ 53,227	\$ 54,654	\$ 56,915	\$ 58,343	\$ 59,770
13	13	\$ 54,706	\$ 56,133	\$ 58,394	\$ 59,822	\$ 61,249
14	14	\$ 55,973	\$ 57,400	\$ 59,662	\$ 61,090	\$ 62,517
15	15	\$ 58,273	\$ 59,713	\$ 61,998	\$ 63,441	\$ 64,916
16	16	\$ 60,572	\$ 62,026	\$ 64,334	\$ 65,792	\$ 67,316
17	17	\$ 62,871	\$ 64,340	\$ 66,671	\$ 68,143	\$ 69,716
18	18	\$ 65,174	\$ 66,656	\$ 69,010	\$ 70,494	\$ 72,115
	19	\$ 67,474	\$ 68,969	\$ 71,346	\$ 72,846	\$ 74,516
	20	\$ 68,148	\$ 69,659	\$ 72,060	\$ 73,574	\$ 75,261

Schedule 4
Co-curricular and Extra-curricular

Position	Stipend
Baseball, Varsity (B)	\$2,771.00
Baseball, Varsity (B) Asst.	\$474.00
Baseball, Varsity (B) Asst.	\$1.00
Baseball, JV (B)	\$1,386.00
Baseball, N(B) Asst.	\$1.00
Baseball, Freshman (B)	\$901.00
Baseball, Freshman (B) Asst.	\$1.00
Baseball Club Middle School	\$1.00
Basketball, Varsity (B)	\$4,296.00
Basketball, Varsity (B) Asst.	\$474.00
Basketball, JV (B)	\$2,286.00
Basketball, JV (B) Asst.	\$1.00
Basketball, Freshman (B)	\$1,386.00
Basketball Freshman (B) Asst.	\$1.00
Basketball, MS (B) "A" Team	\$1,177.00
Basketball, MS (B) "A" Team Asst.	\$1.00
Basketball, MS (B) "B" Team	\$1,177.00
Basketball, MS (B) "B" Team Asst.	\$1.00
Basketball, Varsity (G)	\$4,296.00
Basketball, Varsity (G) Asst.	\$474.00
Basketball, JV (G)	\$2,286.00
Basketball, N(G) Asst.	\$1.00
Basketball, Freshman (G)	\$1 386.00
Basketball, Freshman (G) Asst.	\$1.00
Basketball, MS (G) "A" Team	\$1,177.00
Basketball, MS (G) "A" Team Asst.	\$1.00
Basketball, MS (G) "B" Team	\$1,177.00
Basketball, MS (G) "B" Team Asst.	\$1.00
Bass Fishing Coach	\$1.00
Bowling, Coach	\$1,801.00
Cheering, Varsity - Fall	\$3,048.00
Cheering, Varsity - Fall Asst.	\$1.00
Cheering Varsity - Winter	\$3,048.00
Cheering, Varsity - Winter Asst.	\$1.00
Cheering, N Fall	\$1,525.00
Cheering, N Fall Asst.	\$1.00
Cheering, JV Winter	\$1,525.00
Cheering, JV Winter Asst.	\$1.00
Cheering, MS	\$728.00
Football, Varsity (B)	\$3,464.00
Football, Varsity (B) Asst. 1	\$3,464.00
Football, Varsity (B) Asst. 2	\$1,385.75
Football, Varsity (B) Asst. 3	\$1.00
Football, Varsity (B) Asst. 4	\$1.00

Schedule 4 continued
Co-curricular and Extra-curricular

Position	Stipend
Football, Freshman	\$1,385.75
Football, Freshman Asst.	\$1,385.75
Football, Freshman Asst.	\$1,385.75
Golf, Varsity	\$2,356.00
Golf, N	\$1,386.00
Gymnastics, Varsity	\$1,801.00
Gymnastics, Varsity Asst.	\$474.00
Hockey, Varsity	\$4,296.00
Hockey, Varsity Asst.	\$474.00
Hockey, Varsity Asst.	\$1.00
Hockey, N	\$2,286.00
Hockey, N Asst.	\$1.00
Intramural, MS (2)	\$2,315.00
Lacrosse, Varsity (B)	\$2,640.00
Lacrosse, Varsity (B) Asst.	\$474.00
Lacrosse, Varsity (G)	\$2,640.00
Lacrosse, Varsity (G) Asst.	\$474.00
Lacrosse, MS (B)	\$1,177.00
Lacrosse, MS (B) Asst.	\$1.00
Lacrosse, MS (G)	\$1,177.00
Lacrosse, MS (G) Asst.	\$1.00
Ski Team, Varsity	\$2,356.00
Ski Team, Varsity Asst.	\$1,386.00
Soccer, Varsity (B)	\$2,356.00
Soccer, Varsity (B) Asst.	\$1.00
Soccer, JV (B)	\$1,386.00
Soccer, Freshman (B)	\$1.00
Soccer, Varsity (G)	\$2,356.00
Soccer, Varsity (G) Asst.	\$474.00
Soccer, JV (G)	\$1,386.00
Soccer Club, Middle School	\$1.00
Softball, Varsity (G)	\$2,771.00
Softball, Varsity (G) Asst.	\$474.00
Softball, Varsity (G) Asst.	\$1.00
Softball, N (G)	\$1,386.00
Softball, N (G) Asst.	\$474.00
Softball, Freshman (G)	\$901.00
Softball, Freshman (G) Asst.	\$1.00
Special Olympics Coach, High School	\$700.00
Special Olympics Coach, Middle School	\$700.00
Special Olympics Coach, Elementary	\$700.00
Swimming, Varsity	\$1,801.00
Swimming, Varsity Asst.	\$1.00

Schedule 4 continued
Co-curricular and Extra-curricular

Position	Stipend
Tennis, Varsity (B)	\$1,386.00
Tennis, Varsity (B) Asst.	\$1.00
Tennis Varsity(G)	\$1,386.00
Tennis, Varsity (G) Asst.	\$1.00
Track-Cross Country, Varsity	\$2,356.00
Track-Cross Country, Varsity Asst.	\$1.00
Track-Cross Country, MS	\$1,176.00
Track-Cross Country, MS Asst.	\$1.00
Track, Winter - Indoor (B)	\$1,801.00
Track, Winter- Indoor (B) Asst.	\$525.00
Track, Winter - Indoor (G)	\$1,801.00
Track, Winter- Indoor (G) Asst.	\$525.00
Track, Spring (Mixed)	\$2,356.00
Track, Spring (B) Asst.	\$1,386.00
Track, Spring (G) Asst.	\$1,386.00
Track, Spring Asst.	\$1.00
Track, MS (Mixed) (2)	\$1,176.00
Unified Basketball Coach	\$525.00
Unified Soccer Coach	\$525.00
Unified Volleyball Coach	\$525.00
Volleyball, Varsity (G)	\$2,356.00
Volleyball, Varsity (G) Asst.	\$1.00
Volleyball, N (G)	\$1,386.00
Volleyball JV (G) Asst.	\$1.00
Volleyball, MS	\$1,177.00
Volleyball, MS Asst.	\$525.00
Weight Room, Fall	\$525.00
Weight Room, Winter	\$525.00
Weight Room, Spring	\$525.00
Wrestling, Varsity	\$2 356.00
Wrestling, Varsity Asst.	\$474.00
Wrestling, MS	\$1,525.00
Wrestling, MS Asst.	\$1.00

Schedule 4 continued
Co-curricular and Extra-curricular

Clubs/Activities

Position	Stipend
Adventure Leaders, HS	\$1.00
Adventure Leader, MS	\$1,050.00
Jump Rope Club Coach (21	\$788.00
Outing Club, HS	\$1,050.00
Outing Club, MS	\$1.00
Paint Ball Club	\$1.00
Art Club Advisor, HS	\$1,050.00
Art Club Advisor, MS	\$1.00
Art, National Honor Society	\$1.00
Audio Visual, MS	\$1,260.00
Auditorium Stage Manager	\$2,858.00
Band, Drill Master	\$788.00
Band, HS	\$4,305.00
Band, MS	\$1,050.00
Chorus, MS	\$788.00
Band, Elementary (2)	\$1,050.00
Book Club, MS	\$525.00
Chess Club	\$525.00
Class Advisor, Freshman (2)	\$800.00
Class Advisor, Sophomore (2)	\$930.00
Class Advisor, Junior (2)	\$1,050.00
Class Advisor, Senior (2)	\$1,250.00
Class Advisor, Project Graduation Facilitator	\$800.00
Drama, HS	\$1,575.00
Drama, MS	\$1,050.00
Drama, MS Asst.	\$525.00
Drama, Musical Coach	\$525.00
Drama, Technical Director	\$525.00
Drama, Choreographer	\$525.00
Drama, Chamberlain	\$525.00
Drama Coach, McClelland	\$525.00
FBLA Advisor	\$1,575.00
FCCLA Advisor	\$1,050.00
Foreign Culture Club Advisor	\$1.00
French Honor Society	\$1,050.00
Future Ed. Exploring Teaching (FEET)	\$1.00
Future Farmers of America (FFA)	\$1.00
Gifted and Talented (SEARCH)	\$1,050.00
Graduation Coordinator	\$1,000.00
Granite State Challenge Team	\$788.00
Guitar Club, MS	\$525.00
Health Occ. Advisor (HOSA)	\$525.00
Human Rights Club	\$1,050.00
Interact Club	\$1,050.00
Jewelry Club	\$525.00

Schedule 4 continued
Co-curricular and Extra-curricular

Clubs/Activities

Position	Stipend
Key Club	\$788.00
Latin Club/Honor Society	\$1,050.00
Literary Magazine	\$1.00
Math Team Advisor	\$1.00
Mu alpha Theta Advisor	\$525.00
National Honor Society	\$1,575.00
National Jr Honor Society, MS	\$1,050.00
Outing Club, HS	\$1,050.00
Outing Club, MS	\$1.00
Paintball Club	\$1.00
Robotics Club, Girls	\$1.00
Robotics Club, Boys	\$1.00
Robotics Club, Co-Ed	\$1.00
S.A.D.D.	\$1.00
SAGA Advisor	\$1.00
Spanish Honor Society	\$1,050.00
Student Council, HS	\$1,050.00
Student Council, MS (2)	\$788.00
Student Council, Elementary (23)	\$525.00
Yearbook Advisor, HS	\$2,100.00
Yearbook Advisor, HS	\$2,100.00
Yearbook Advisor, MS	\$1,050.00
Yearbook Advisor, Elementary (4)	\$525.00

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**Rochester Federation of Teachers and Paraprofessionals,
AFT-NH #3607, AFT-NH, AFL-CIO
and
Rochester School Board**

**Sidebar
Licensed Practical Nurses**

Whereas the parties, the Rochester Federation of Teachers and Paraprofessionals, AFT-NH #3607, AFT-NH, AFL-CIO and the Rochester School Board ("Board"), have negotiated a three-year successor collective bargaining agreement (CBA) to become effective August 26, 2022 and as part of the contract have agreed to include licensed practical nurses (LPNs) in the RFT Teacher bargaining unit. In order to implement the addition of the licensed practical nurses into the new contract, the parties agree as follows:

1. The licensed practical nurses' workday and work year will be the same as a teacher's workday and work year. The specific schedule for a LPN is based on the building they are assigned to unless otherwise agreed upon with Administration.
2. The licensed practical nurses will work an additional five (5 days) in the summer in the same manner as the registered school nurse (RN).
3. It is understood and agreed upon that all provisions of the CBA except those modified by this sidebar will apply to the licensed practical nurses including but not limited to: a) longevity to begin at 10 years; b) benefits; c) leave provisions; and d) equal payments per Article V, A as modified by paragraph 5 below. Years of service for longevity and seniority purposes shall be considered the date of hire into the LPN positions.
4. LPNs shall receive a three-percent (3%) pay increase over the prior year rate of pay for each year of the contract (22-23, 23-24, and 24-25).
5. In addition to the options in Article VA1, LPNs may elect to receive full pay for

hours actually worked in a pay period, paid at regular intervals not to exceed 14 days. If LPN's do not specify their choice by August 1, they shall be paid for hours actually worked in a pay period at regular intervals not to exceed 14 days. A reconciliation payment shall be calculated as a final payment for employees electing either 26 or 22 pays. That election may result in a paycheck of less an equal pay amount, to a possible zero balance being due to the employee. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal basis who, for whatever reason, leaves employment before the end of the contract year.

6. The parties agree to cooperate in the filing of a Modification Petition with the NH PELRB to add the LPN positions to the bargaining unit.

IN WITNESS WHEREOF, the parties have entered into and executed this Memorandum of Understanding on this ____ day of May, 2022 by and between the Rochester School Board and Rochester Federation of Teachers and Paraprofessionals, AFT#3607, AFT-NH, AFL-CIO.

ROCHESTER SCHOOL BOARD



Paul Lynch, Chairperson

7/28/22

Date

**ROCHESTER FEDERATION OF TEACHERS
AFT LOCAL #3607, AFT-NH, AFL-CIO**



Carrie Feyler, President

7/22/22

Date