Agreement Between

The Rye School Board

and

The Association of Coastal Teachers/Rye

July 1, 2020

Through

June 30, 2025

Rye School District

48 Post Road Greenland, New Hampshire 03840-2313

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RECOGNITION AND DEFINITIONS

For the purpose of this Collective Bargaining Agreement (CBA), the Board recognizes the Association of Coastal Teachers/Rye (ACT/Rye) as the exclusive representative of all professional employees of the District. Professional employees shall include any individual employed by the Rye School District, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State of New Hampshire under its regulations governing the certification or licensure of professional school personnel, EXCEPT that the term does not include superintendents, assistant superintendents, curriculum coordinators, directors of pupil services, special education coordinators, building administrators, assistant building administrators, business administrators, or persons employed by the New Hampshire Board of Education. The ACT/Rye agrees to represent equally all such professional employees included in this CBA, designated above, without discrimination and without regard to membership in the Association.

Definitions (as used in this Agreement):

Administration refers to the executive authority and responsibility vested by the Board and the State in the office of the building administrator, special education coordinator, assistant superintendent, curriculum coordinator, director of pupil services, business administrator, and the superintendent of schools.	1-2.0
This <u>Agreement</u> , herein after called the Agreement, is between the Rye School Board, hereinafter called the Board, and the Association of Coastal Teachers/Rye, hereinafter called the Association and refers to the Collective Bargaining Agreement (CBA) as agreed to between the Board and the Association.	1-2.1
The <u>Association</u> means the collective bargaining unit referred to as the Association of Coastal Teachers/Rye also known as ACT/Rye.	1-2.2
<u>Board</u> means the collective individuals legally referred to as the Rye School Board elected by the residents of the Rye School District.	1-2.3
<u>Building administrator</u> as used in the Agreement, means the responsible administrative head of her/his respective school.	1-2.4
Contract refers to the individual employment agreement as signed by the teacher as referenced in Appendix "F".	1-2.5
<u>Day</u> shall refer to calendar days, and shall exclude Saturdays, Sundays and legal holidays.	1-2.6
<u>District</u> refers to the Rye School District only.	1-2.7
Employee means a person employed by the Board, included in the Association defined in Article 1, Section 1-1 of this Agreement.	1-2.8
Faculty representative means the Association's faculty representative or her/his teacher	1-2.9

designee. However, s/he shall be part of the Association defined in Article 1, Section 1-1.

<u>Full time employee</u> refers to a teacher who is employed by the District and meets the requirements of Articles 1.1, Articles 8-2.0 and 8-2.1, and Articles 9-1.0.	1-2.10
<u>Grievance</u> means an alleged violation, misinterpretation or misapplication with respect to one or more public employees, of any provision of an agreement reached under this chapter as defined by RSA 273-A:1,V.	1-2.11
<u>Involuntary transfer</u> means teachers who are required to transfer involuntarily to another school because their current positions have been eliminated as a result of reduced staffing allocations at the school, based on changes in student enrollment and programs or because of administrative decision. Involuntary transfer may not be made for disciplinary reasons.	1-2.12
Non-teaching duties shall mean duties not related to the direct supervision or instruction of pupils.	1-2.13
Part time employee refers to a teacher who is employed by the District and meets the requirements of Article 1-1 but not the requirements of Articles 8-2, 8-2.1, or 9-1. Part time teachers shall be entitled to benefits in the same ratio as the time the teacher works compared to a full time teacher as defined in Article 8.	1-2.14
<u>Performance</u> shall be defined as ratings on summative evaluations over the most recent six-year period for the relevant course/grade.	1-2.15
<u>Primary classroom teacher</u> refers to a grade K through 5 core teacher. These teachers include teachers who are assigned the math, English/language arts, science and/or social studies for a single grade.	1-2.16
Qualifications shall be defined as certifications, years of experience and Degree Status.	1-2.17
Right to Reason (formerly referred to in 2010 Collective Bargaining Agreement as "tenured teacher") shall mean a teacher, as defined by RSA 189:14-a:	1-2.18
 (a) The teacher has taught for five (5) consecutive years or more in any school district in the state and has taught for three (3) consecutive years or more in the teacher's current school district; or (b) Before July 1, 2011, the teacher taught for three (3) consecutive years or more in any school district in the state and taught for two (2) consecutive years or more in the teacher's current school district. 	
<u>Reassignment</u> refers to the movement of a unit member from one subject area to another subject area or one grade level to another grade level at the same work location.	1-2.19
<u>Reassignment Request</u> refers to when a teacher who desires a change of assignment from on subject area to another subject area or one grade level to another grade level at the same work location for the ensuing year.	1-2.20

Reduction in Force is when the School District finds it necessary to reduce the total number of certified employees.	1-2.21
<u>School</u> means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the District.	1-2.22
School days shall refer to days when school is officially in session as designated on the District's approved calendar. The term school day(s), shall also include all professional development day(s) as designated by the Superintendent of Schools or his/her designee.	1-2.23
Seniority shall be defined as length of service in the District from date of hire.	1-2.24
<u>Superintendent of Schools</u> shall refer to the executive administrative head responsible for the education of students in the District.	1-2.25
<u>Teacher</u> means any State of New Hampshire certified or licensed staff member employed by the Board, included in the Association defined in Article 1-1.0 of this Agreement.	1-2.26
<u>Voluntary Transfer</u> a voluntary transfer is defined as a teacher requesting a move from one school to another to fill a position in alignment with his or her current teaching endorsement(s).	1-2.27
Whenever the singular is used in the Agreement, it is to include the plural.	1-3.0
All reference to employees in this Agreement is intended to designate both sexes.	1-3.1
All benefits, except where otherwise noted, shall be prorated directly to the percentage of time worked by the teacher as designated on his/her annual employment contract.	1-3.2

NEGOTIATION PROCEDURE

No later than September 1 of the year preceding the expiration of this Agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good-faith effort to reach agreement on all matters raised by either party concerning salaries, fringe benefits, hours, terms, and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached, which requires the appropriation of public funds for its implementation, shall not be binding upon the Board unless, and until, the necessary appropriations have been made by the voters of the Rye School District. The Board and the Association shall make a good faith effort to secure the funds necessary to implement said agreements. If, as determined by the Board, the amounts voted at the Official School Ballot are insufficient to cover the cost items of a negotiated agreement, or if such cost items are otherwise disapproved at the Deliberative Session, the parties shall, within seven (7) school days of the adjournment of that meeting, reopen negotiations in an effort to reach a revised agreement; which revised agreement does not require expenditures in excess of the amounts budgeted by the district for such purposes for the ensuing year.	2-1.1
If the reopened negotiations do not result in a revised agreement by April 30th in any given year, the Board shall, by May 15th of that year, issue individual employment contracts. The salaries set forth in such contracts shall be determined by the Board within the amounts budgeted, in accordance with the 2020-2025 CBA salary schedule, and approved by the previous Official School Ballot.	2-1.2
The parties shall schedule and commence negotiations looking toward an agreement covering a future year or years. Any salary settlement will be effective for the fiscal year in which the school district funds were appropriated.	2-1.3
The individual salaries may only be changed by mutual agreement or by court order based on a finding that the Board's allocation was an abuse of discretion.	2-1.4
The Board shall make available to the Association information that the Board is required by law to release to the general public. Either party may, if it so desires, use the services of outside consultants and may call upon professional representatives to assist in negotiations.	2-1.5
Impasse, mediation, and fact-finding shall be conducted as regulated in RSA 273-A.	2-2.0
The costs for the services of the mediator and fact-finder, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board	2-3.0

and the Association.

GRIEVANCE PROCEDURE

ORD THIODE TROOPS OF	
A grievance to be considered under this procedure must be initiated by the employee within twenty (20) school days of its occurrence, or within twenty (20) school days of when the employee should have known of its occurrence. All grievances alleged to have occurred during the last two weeks of school must be initiated by July 15 th of that year.	3-1.0
All information pertaining to the grievance shall be made available to the teacher and the Association.	3-1.1
If, in the judgment of the parties, a particular grievance shall affect a group of teachers, the Association may join in the processing of the grievance and become a party thereto.	3-1.2
Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except after reaching Board level. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.	3-2.0
When a grievance is pending, it is understood that employees shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance, and any effect thereof, shall have been fully determined.	3-2.1
Step 1 – Informal Any employee who has a grievance shall discuss it first with her/his building administrator (or immediate superior, if applicable) in an attempt to resolve the matter at that level. Every employee has the right to have Union representation during these meetings.	3-3.0
Step 2 – Formal If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) school days, s/he shall set forth her/his grievance in writing to the building administrator specifying: (a) the nature of the grievance and date occurred; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) her/his dissatisfaction with decisions previously rendered. The building administrator shall communicate her/his decision to the employee within ten (10) school days of receipt of the written grievance.	3-4.0
<u>Step 3 – Formal</u> If the decision of the building administrator does not resolve the grievance to the satisfaction	3-5.0

of the teacher grievant, s/he shall so notify the Association within ten (10) school days of receipt of the building administrator's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the superintendent within ten (10) school days of receipt of the building administrator's decision and request a review by the superintendent. The appeal must be in writing reciting the matter submitted to the building

administrator as specified above, and the teacher's dissatisfactions with the decision previously rendered.

3-5.1

3 - 7.0

3 - 7.1

The superintendent shall meet with the teacher to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days, and the superintendent shall communicate her/his decision in writing to the teacher, the building administrator, and the immediate superior within ten (10) school days.

Step 4 – Formal

Before a grievance is advanced to the school board, it must be voted on to go forward by the ACT/Rye Executive Committee. If the grievance is not resolved to the employee's satisfaction, s/he, no later than ten (10) school days after receipt of the superintendent's decision, may request a review by the Board. The request will be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the request to the Board. The Board, or a quorum thereof, shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the employee within thirty (30) school days. A decision in writing shall be rendered within ten (10) calendar days of the hearing with the employee.

Step 5 – Formal

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and s/he wishes review by a third party, s/he shall so notify the Association within ten (10) school days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall, in writing, so advise the Board through the superintendent within twenty (20) school days of receipt of the Board's decision. The parties will then initiate arbitration under the procedure set forth herein.

No matter shall be considered a proper subject for arbitration or be subject to the arbitration provision set forth herein, if it pertains to [a] any matter for which a specific method of review is prescribed by law, or [b] any rule or regulation of the New Hampshire Commissioner of Education, or [c] any matter which, according to law, is beyond the scope of Board authority, or [d] a complaint of a non-tenure teacher which arises by reason of her/his not being reemployed, or [e] a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or not required.

Such request can be honored only if the Association waives the right, if any, in writing of said

Association to submit the underlying dispute to any other administrative or judicial tribunal except for the purposes of enforcing the arbitrator's award.

The following procedure shall be used to secure the services of an arbitrator: 3-8.0

The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) school days following the date the request for arbitration was received by the Board, the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.	3-8.1
If the parties are unable to determine, within ten (10) school days of the request for a second list, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.	3-8.2
Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.	3-8.3
The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. S/he may add nothing to nor subtract anything from the Agreement between the parties. The findings of the arbitrator shall be final and binding. Only the Board and the aggrieved and her/his representative shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.	3-8.4
Each party shall bear the total cost incurred by itself.	3-9.0
The fees and expenses of the arbitrator are the only costs that will be shared by the two parties and such costs shall be shared equally.	3-9.1
If the parties disagree as to the meaning or interpretation of any of the provisions of this Agreement, either party may utilize the grievance procedure set forth in Article 3 in order to resolve said dispute.	3-10.0
Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance but only that the parties view such action as an expeditious means of resolving said grievance.	3-11.0
All documents, communications, and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications, and records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the employee.	3-12.0

ASSOCIATION RIGHTS

The Association agrees that any difference between the parties on matters relative to the Agreement shall be settled by the means herein provided. The Association, in consideration of this Agreement and its terms and conditions, shall not, during the terms of this Agreement, engage in or condone any strike, work stoppage, or other concerted refusal to perform any assignment on the part of any employee(s) represented there under.	4-1.0
If negotiations are resumed due to a budget reduction, the Association will take no action to impair the operation of schools.	4-2.0
Personnel File Each teacher shall be notified in writing within forty-eight hours and given access to District records and reports of competence, personal character, and efficiency maintained in her/his personnel file with reference to evaluation of her/his performance in such school district. Individuals must be provided access to any documents that may be used against them.	4-3.0
No document may be taken or removed from a teacher's file without agreement between the teacher and the Superintendent.	4-3.1
No information contained in the files of a teacher will be released to an outside person or agency without court order or, prior approval of the employee, except to verify employment, duration of employment, and confirmation of pay step.	4-3.2
Upon at least one school days' notice, each teacher shall have the right to review and reproduce material in her/his file.	4-3.3
The teacher shall have the right to respond in writing to any material filed, within one (1) month of the date of the material being referred. Her/his written comments shall be reviewed by the superintendent and attached to the file copy.	4-3.4
Reproduction of such material may be made by hand, or on a cost-basis by copying machine, if available. The cost of reproduction will be equal to the cost incurred by the school district.	4-3.5
<u>Dues Deduction</u> The parties agree that the payment of dues for union membership is a matter of contract between an individual employee and the Association. The District agrees to deduct membership dues from an employee's paycheck as authorized by the teacher in writing and to only cease deductions when the employee has completed the appropriate paperwork with the Association to cancel membership. Once the Association has provided the Business Office with the necessary documentation signed by the Association President to cancel dues for a specific member, the deductions shall be stopped for the member in question.	4-4.0
Eighteen (18) equal deductions are to be made starting with the second payroll in October.	4-4.1

The Board agrees to make available to the Association a copy of the Board's agenda and minutes.	4-5.0
The Association shall have the right to place notices, circulars, and other materials in teachers' mailboxes, district email accounts or an appropriate place, provided that such materials shall not relate to any local, state or national political matter of a non-educational nature, or any partisan political electioneering matter.	4-6.0
The Association shall insure that materials, circulars, and notices being placed in the Teachers' mailboxes by members of the Association shall be in good taste. The Association shall not be responsible for any actions of individuals acting alone and not with the approval or authority of the Association.	4-6.1
Copies of all such materials will be given to the Building Administrator and the Superintendent, but their approval will not be required.	4-6.2
No continuing contract teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause in violation of NH State Law. All information forming the basis for disciplinary action will be made available to the teacher and the Association as required by RSA 189:14-a.	4-7.0
No employee shall be denied Association representation, if requested by the employee, at any conference or meeting with an administrator, evaluator, supervisor, school board member, or other person in like position.	4-7.1
There shall be no reprisals taken against any certified employee by reason of her/his membership in the Association, participation in its lawful activities, nor shall reprisals be taken against a teacher as a result of her/his processing of a grievance.	4-7.2
The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting her/his appeal with respect to her/his personal grievance.	4-7.3
Health and Safety It is the Administration's intent to provide a safe and comfortable work environment for all employees.	4-8.0
The Administration agrees to comply with the safety regulations as prescribed by law and school board policy.	4-8.1
The Parties agree that the District shall provide the President of the Association the following information in a mutually agreeable format for each bargaining unit member bi-annually: (on or before September 15 th and again on or before January 15 th of each year)	4-9.0
Employee name, date of hire, position, work location, classification, salary and/or schedule step, full or part time status, number or annually paid hours, wage rate, stipends and work email address.	

Furthermore, upon request the District shall provide information pertaining to individual employees elected insurance plans (e.g. single, two person, family), the total cost of each plan and required employee contribution.

BOARD RIGHTS

The Board agrees that any difference between the parties on matters relative to the Agreement shall be settled by the means herein provided. The Board shall not sponsor any lock outs.	5-1.0
If negotiations are resumed due to a budget reduction, the Board will take no action to impair the operation of schools.	5-1.1
The Board is the legal entity endowed with the powers and duties to effectively operate the public schools.	5-2.0
The Board retains, subject only to the language of this Agreement, all powers, right, and authority vested in it by laws, rules, and regulations including but not limited to: the right to make and amend Board policy, manage and control school properties and facilities, hire, supervise and oversee the Superintendent of Schools and his/her actions and responsibilities, determine, manage, and control the school curriculum, take such action as it deems necessary to maintain efficiency in the operation of the school system, and determine the methods, means, and personnel by which the function of the District will be performed.	5-2.1
It is mutually agreed that all matters of managerial policy as defined by RSA-273A:1,XI are within the exclusive prerogative of the Board.	5-2.2
In a bona fide emergency affecting the health, safety, or welfare of the students of the schools, the Board may take whatever action it deems necessary to carry out the mission of the school district in said emergency.	5-2.3
The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power of or authority of either.	5-2.4
There shall be no reprisals taken against a school board member and her/his family by reason of her/his membership on the Rye School Board.	5-3.0
It is the teachers' intent to provide a safe and comfortable learning environment for all students.	5-4.0

TEACHER EVALUATION PROCEDURES

The parties agree that evaluations will be conducted in the manner outlined in the SAU 50 Plan 6 - 1.0for Effective Teaching. 6-1.1 Any subsequent recommendations for changes or modifications to the adopted policy will be reviewed by the SAU 50 Professional Learning Advisory Committee (PLAC). A teacher shall be given a copy of any evaluation report prepared by her/his evaluator before 6 - 2.0or during any conference held to discuss it. If the teacher is dissatisfied with her/his evaluation conference(s), s/he may request additional conference time prior to the evaluation being placed in her/his file. No such report shall be submitted to the superintendent, placed in the teacher's file, or otherwise acted upon, without a prior conference with the teacher. The teacher shall sign each report. Such signature shall indicate only that the report has been read by the teacher, and in no way indicates agreement with the contents, thereof. The teacher may provide written rebuttal or comments to the report. Those complaints regarding a teacher, made to any member of the administration by any party, 6 - 3.0student, or other person, which may be used in any manner in evaluating a teacher, shall be promptly investigated by the administrator. It shall be the responsibility of the administrator to inform the teacher in question of the complaint. Such notice shall include the nature and scope of the complaint. Teachers will acknowledge in writing receipt of said notice. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of her/his file. The teacher shall acknowledge that s/he has had the opportunity to review such complaint by 6-3.1 affixing her/his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and her/his answer shall be reviewed by the superintendent or her/his designee and attached to the file copy. No written answers to complaints, administrative evaluations, or letters may be placed in their own personnel files by teachers after ninety (90) calendar days from the incident. 6-3.2 The superintendent shall inform the Association in writing if any professional employee refuses to sign derogatory or evaluation material that is being placed in her/his file. A copy of the superintendent's communication to the Association shall be attached to the material in question and placed in the employee's file. 6 - 3.3Any teacher/staff member called as a witness and/or questioned in regards to a complaint, shall be entitled to twenty-four hours advance written notice. Such notice shall include enough

relevant information to allow the witness to prepare a response.

TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

The Superintendent shall notify the Association and District employees by email, and physically post in all school building, any position(s) that become(s) available within 48 hours of said vacancy. If the posting is made prior to April 1, internal candidates will have five days to respond to the posting after which time, the posting can be made externally. Postings made after April 1, will be done so concurrently. All relevant qualifications being equal, internal candidates will have preference.	7-1.0
Individuals interested in applying for the position shall do so in the manner prescribed in the notice within seven (7) work days after the date of the notice.	7-1.1
Voluntary Transfer A Teacher who desires a voluntary transfer for the ensuing year must file a written request with the Superintendent before May 1 st , if applicable, which shall include grade/subject area of voluntary transfer, and documentation of the qualifications for transfer.	7-2.0
When awarding a position, a Teacher's performance, seniority, and qualifications will be considered. The final decision pertaining to the transfer will be at the sole discretion of the Superintendent of Schools.	7-2.1
Involuntary Transfer In the event of an involuntary transfer, the teacher involved shall be notified at the earliest possible time. However, every effort shall be made to avoid involuntary transfers after May 1 st .	7-3.0
In the event of an involuntary transfer and upon the request of the teacher, a consultation with the superintendent or his/her designee shall be held.	7-3.1
Reassignment Request A teacher who desires a change of assignment from one subject area to another subject area or one grade level to another grade level at the same work location for the ensuing year must file a written request with the building principal before May 1 st , if applicable, which shall include grade/subject area of assignment request, reason for assignment request, and documentation of qualifications for assignment request if necessary.	7-4.0
Reassignment In the event a teacher is reassigned from one subject area to another subject area or one grade level to another grade level at the same work location for the ensuing year, the teacher involved shall be notified at the earliest possible time. Every effort should be made to avoid reassignment after May 1 st .	7-5.0
When awarding a position, a Teacher's performance, seniority, and qualifications will be considered. The final decision pertaining to the voluntary transfer and reassignment request will be at the sole discretion of the Superintendent of Schools.	7-5.1

In the event of a change of assignment due to an involuntary transfer or reassignment or upon request of the teachers, a consultation with the Superintendent or his/her Designee shall be held.	7-6.0
In order to ensure that students are taught by teachers working within their area of competence, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study. Teachers may be assigned to a field other than their primary one when the administration deems it necessary.	7-7.0
Upon request by the Association, the Superintendent shall make available to the Association a	7-8.0

TIME REQUIREMENTS

The Association agrees that a teacher's day is not necessarily the same as that of a student, further, that the Board has the right to establish the time of the student's and teacher's day.	-1.0
Teachers will arrive at school no less than 15 minutes prior to the opening of school and will remain in school no less than 15 minutes after the close of school. The teachers' workday will be 7.50 hours.	-2.0
Teachers may leave school immediately after the normal closing of school for pupils on Friday's and the day before a holiday or vacation period.	
The school day for students will be up to 6.75 hours.	-2.1
A teacher's workday shall be spent at the school and/or sites conducive to professional duties. These may include classes, study halls, student/ parent contact (including advising students), planning, peer coaching, training, meeting in collegial groups, co-curricular, or other activities.	-3.0
A teacher is expected to be available to promote District and SAU 50 initiatives by:	-4.0
 a. educating all students under her/his supervision in compliance with local and State requirements and procedures; b. attending department and other professional staff meetings; c. making necessary arrangements for, and holding, parent conferences; d. making his or her best effort to participate in co-curricular activities. 	
The Board agrees that each teacher shall, except in an emergency, have a 30-minute duty-free lunch period.	-5.0
The Board recognizes the desirability of planning periods. Using available resources, all full time 8-teachers will be provided with one (1) planning period per day consisting of forty-five consecutive minutes. Part time teachers will be provided planning periods prorated to their percentage of work. In the event of unforeseen events (i.e. wide spread illness; emergency in building, etc.) that planning period may be forfeited.	-6.0

TEACHER WORK YEAR

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SICK LEAVE

On the first day of school each year, each full-time teacher shall be granted fifteen (15) days 10-1.0 leave for personal illness or illness in the immediate family (parent, spouse, child). Total accumulation allowed will be one hundred eighty (180) days. For a teacher hired after July 1, 2002, total accumulation allowed will be one hundred fifty (150) days. It is the teacher's responsibility to keep up-to-date lesson plans for a substitute teacher. Sick leave will not be used for routine appointments that can be scheduled outside of school time.

By November 1st of each school year, each teacher shall receive from the Superintendent's office a report of sick leave. This report shall state the number of sick days accumulated, the number of days donated to the Sick Bank and the number of days borrowed and repaid to the Sick Bank as of June 30th of the previous school year.

10.1.1

A sick slip (written statement of a physician attesting to the person's illness) shall, after five (5) school days of continuous absence, be required by the Superintendent of Schools to verify entitlement for sick leave benefits. Documents shall be provided upon return to work.

10.2.0

Any teacher who has used up his/her sick leave shall be placed on a leave of absence, without pay. In the event of a prolonged absence due to a major operation or a serious and prolonged illness for a teacher or someone in the teacher's immediate family, the Board, upon recommendation by the Superintendent of Schools, may grant an extension of full sick pay that does not need to be paid back. (This may only occur after a teacher has exhausted all options with the Sick Bank.) In no event is this provision to be construed to extend beyond the contract year in which such illness occurs. Any teacher intending to request an extension of sick pay from the Board must first notify the Association in writing before making the request. The Superintendent shall inform the Association in writing of all requests for enlargement received, as well as the decision by the Board on each request.

10-3.0

Sick Bank

A sick leave bank has been established effective September 1, 1981, in the School District. Each 10-4.0 teacher in the District shall donate up to two (2) days of sick leave per year until the bank reaches its maximum. The bank shall be allowed to accumulate up to a maximum of one hundred twenty (120) days. Any teacher within the District may be eligible to borrow up to a maximum total of thirty (30) days a year from the sick bank as long as the following conditions are met:

- 1. His/her accumulated sick leave has been exhausted.
- 2. She/he and/or a parent, spouse, or child has been involved in a major operation or a serious and prolonged illness (exceptions may be approved at the discretion of the Superintendent).

Any employee who borrows more than ten (10) days in a school year, shall pay back any borrowed days over ten (10). These days shall be paid back at a rate of not less than two (2) days per year.

Applications for use of the sick leave bank shall be made to an Association designated 10-4.2 committee. The committee, comprised of teachers, shall take into consideration the input of the Administration, decide the disposition of applications, and notify the Building Administrator, Superintendent, and Business Office of their decision. Approved applications for sick leave will be administered by the committee.

The District Office shall keep a record of the Sick Bank that includes:

10-5.0

- a running list of days in the bank;
- when they are borrowed and repaid and
- a running list of when additional days have been applied to the Sick Bank to allow the bank to accumulate up to a maximum of one hundred twenty (120) days.

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to three (3) days leave with pay per year for the purpose of attending to important and necessary personal matters, which matters could not reasonably be accomplished other than during the time schools are in session. Such leave shall not be used solely to extend vacations and, except in cases of emergency, twenty-four (24) hours advance notice to the building administrator is required for one to be entitled to such leave.	11-1.0
Professional leave may be granted, with pay, for the purpose of attending conferences, workshops, observing classes in other schools, or other activities which will contribute directly to the teacher's professional growth, provided that such professional leave has the prior approval of the building administrator.	11-2.0
Up to five (5) days of funeral leave, with pay, per year shall be granted due to circumstances of death of an immediate family member. Immediate family member, for purposes of this article, shall include a spouse, parent, child, sibling and domestic partner. For all others, two (2) days shall be allowed. Additional leave days may be granted at the discretion of the Superintendent or Designee.	11-3.0
If a teacher is requested by the superintendent or the principal to attend a function on behalf of the Board or school, such time shall not be charged to the teacher's personal or professional time.	11-4.0

PARENTAL/EXTENDED LEAVE OF ABSENCE

A teacher shall be granted a leave of absence for the purpose of child rearing after the birth of, or adoption of, a child. Such leave shall commence following the teacher's disability in the event of a birth, or in the event of adoption, upon accepting the child after legal placement. Termination of such leave will coincide with the end of the school year. Upon written request by the teacher, an additional school year shall be granted upon recommendation of the Superintendent and approval of the Board. This request must be submitted to the superintendent not later than February 15 th of the year prior to the leave. In no case will a teacher be granted an extended leave that permits absence for more than two (2) school years. Re-employment after the leave will begin at the start of the school year following the expiration of the leave.	12-1.0
All benefits to which a teacher was entitled at the time of her/his leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon her/his return, and s/he shall be assigned within the scope of her/his certification.	12-2.0

Teacher on leave under the provisions of this article may continue to be covered under the provisions on Article 16, INSURANCES to the extent permitted by statute. Such coverage is contingent upon said teacher's payment of premiums. Payment is to be made payable to the Rye School District and remitted to the SAU 50 office.

At the discretion of the board, a teacher may be granted a leave of absence for a period of up to two (2) years. Association shall be notified of such requests prior to approval.

SABBATICAL LEAVE

Sabbatical leave: A teacher may be granted "sabbatical leave" under the following conditions:	13-1.0
Must have completed seven (7) years of service in the school district, the last four (4) years must have been consecutive.	13-1.1
Requests for sabbatical leave must be received by the superintendent in writing, on such forms as designated by the Board, no later than January 1, and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.	13-1.2
The degree requirements must be completed during the period of sabbatical leave, if the program is for work toward either a Master's degree or a certificate of advanced graduate specialization. The above policy shall be waived for those persons engaged in a program leading to a doctoral degree.	13-1.3
Requests for sabbatical leave, on a basis other than the criteria established herein, shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the school district. Upon the recommendation of the superintendent and the approval of the Board, such leave shall be granted.	13-1.4
Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level, which s/he would have achieved had s/he remained actively employed in the system during the period of her/his absence. The period of sabbatical leave shall be considered continuous service for the purpose of consecutive years of employment accumulated toward retirement compensation.	13-1.5
Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least three (3) years following the sabbatical leave. If the total remission of services is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equal to the time not served. Remission of the total amount expended by the Board shall be made at the rate of one-half ($\frac{1}{2}$) per year for service except in the case of death or total disability of the employee.	13-1.6
A report or summary of the sabbatical leave shall be submitted to the superintendent of schools and the Board upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and the Administration, shall be furnished by the individual during the leave period.	13-1.7
A teacher on sabbatical leave shall be paid one-half ($\frac{1}{2}$) her/his annual salary for a full year sabbatical or full salary for one-half ($\frac{1}{2}$) year sabbatical; however, in no event shall the	13-1.8

teacher's earnings during the period of such sabbatical exceed her/his earnings for the previous year as adjusted by increment and raise.

Teachers on leave under the provisions of this article may continue to be covered under the provisions of Article 16 INSURANCES. Such coverage is contingent upon said teacher's payment of his/her portion of premiums as negotiated by contract. Payment is to be made payable to the Rye School District Treasurer and remitted to the SAU #50 office.

13-1.9

RETIREMENT

14-1.0
14-2.0
14-3.0
14-4.0
14-5.0
14-6.0
1 1 1

PROFESSIONAL LEARNING ACTIVITIES

Each teacher who is employed on a 50% but less than 75% contract will be reimbursed up to a maximum equivalent of one (1) University of New Hampshire four-credit graduate-level course per year at the in-state rate for professional development activities. Teachers employed on a 75% or greater contract may be reimbursed up to a maximum equivalent of two (2) University of New Hampshire four-credit graduate-level course per year at the in-state rate for professional development activities, contingent on funds being available. These funds may be used for courses, conferences, workshops, and/or research as defined by the District's Professional Development Master Plan. The maximum cost to the district shall not exceed \$50,000 per year.	15-1.0
In advance of enrollment, a course/conference/workshop/research must have been approved by the Superintendent of Schools or his/her designee and must support school district goals.	15-2.0
Educators must receive a minimum of a "B" grade to be reimbursed for the course/class.	15-3.0
If a course is offered only on a pass/fail basis, the "B" grade requirement in 15-3.0 and 15-4.2 is not applicable. Employees must receive a grade of "pass" for reimbursement.	15-3.1
The Board agrees to provide advance funding to a teacher for courses, workshops, conferences and/or research related to teaching duties that have the approval of the Superintendent of Schools or his/her designee to a maximum of the equivalent cost of two (2) University of New Hampshire four (4) credit graduate level course at the in-state rate.	15-4.0
In order to receive advance funding, a teacher agrees to provide appropriate evidence of tuition costs, workshop/conference fees, or research costs.	15-4.1
Any teacher receiving advance funding will sign a statement of agreement to reimburse the District should the teacher fail to meet the required "B" grade in courses attended. Should repayment become necessary, parties will enter into a mutually agreeable, payment arrangement to be resolved within one calendar year. Should a member responsible for this repayment leave the district prior to the completion of their payment plan, the remaining balance will be deducted from their last paycheck	15-4.2
In order to help avoid delays in obtaining reimbursement after course work has been completed, and in lieu of the official grade report, which may not be received in a timely fashion after course completion, the Board agrees to accept a form (see Appendix G) signed by the instructor indicating successful completion of the course. The teacher agrees to provide the Superintendent of School's Office an official grade report when it is received.	15-5.0
A teacher earning credit and completing courses after June 1 st , and/or during the summer, shall be reimbursed in September only if he/she continues in the employment of the District. Reimbursement of courses will be charged against the teacher's allocation in the year in	15-5.1

which it is paid.

Teachers must provide a copy of transcript, or grade report, or in the case of conferences and workshop(s), proof of attendance.

On a quarterly basis, ACT-Rye shall be granted access to records of the professional 15-7.0 development fund's reimbursement, including those funds allocated at the building administrator's discretion.

INSURANCES

- The District shall provide the choice of a health maintenance organization HMO [AB5 16-1.0 R10/25/40 M10/40/70] plan and a consumer driven health plan CD [LUMENOS 2500/5000].
- Any teacher hired after July 1, 2015, or not currently on a District health insurance plan, will be 16-1.1 only eligible for the consumer driven health insurance plan.
- The District shall competitively bid the contract to health insurance providers including, but not limited to, Blue Cross/Blue Shield, Cigna, Harvard Pilgrim, and SchoolCare. Specifications regarding co-pays, deductibles, network providers, and other factors will be as similar as possible to the current insurance plans offered by the District to allow for competitive bidding. Should there be a change in the negotiated plan (other than premiums), the Board and ACT agree to meet to renegotiate the insurance portion of the contract only.
- The successful bidder will be chosen by the Board with input from the Association. A committee will be established that includes the Superintendent, two (2) teachers, one (1) school board member and the Business Administrator, to review bids, give input, and give annual feedback.
- The District will pay the following percentage of the premium for any individual: 16-3.0

	<u>Plan</u>	<u>Single</u>	Two Person	<u>Family</u>
2020-25:	HMO	95%	75%	75%
	$^{\mathrm{CD}}$	95%	85%	85%

- Health Care Reform Act Excise Tax on Cadillac Plans. If a provision in Article 16 is deemed to be taxable under the "Cadillac Tax" within the Patient Protection and Affordable Care Act (ACA) or its regulations, either the District or the Association may request in writing that only this article be reopened for renegotiation. If both parties do not reach a consensus within one month the default percentage of this Cadillac Tax will be in the amount of 50% paid by the District and 50% paid by the employee.
- As an example, if the employee benefit premium is \$15,000 and the employee's premium contribution is 10% and the tax threshold amount is \$10,000, the employee's total contribution will be \$2,500 [\$1,500 (10% of \$15,000) plus \$1,000 (20% of \$5,000)].

If a teacher, prorated to percentage worked, who had the indemnity plan and had selected the POS or HMO plan by July 1, 2014, the District will annually either deposit into a reimbursable account or give the teacher the difference in cash, the amount based on the chart below. Amount to be paid equally in December and June. The 2014-2015 rate is fixed for the length of the contract.

POS	HMO
Single: \$1,136.90	\$1,520.08
Two-Person: \$1,795.10	\$2,400.08
Family: \$2,423.34	\$3,240.11

Any teacher, benefit prorated to percentage worked, electing not to have health insurance, will 16-4.1 be given an annual sum of \$2,850, reduced if the teacher works less than the contract year. Amount to be paid equally in December and June.

For a teacher to receive this health insurance payout incentive, the teacher must give written proof annually that he/she has other health insurance in effect and that health insurance must remain in effect for the duration of the fiscal year.

For any teacher selecting the consumer driven health plan; the District will contribute annually into the teacher's health savings account (HSA) 75% of the maximum deductible amount specific to his/her plan (single, two-person or family). The district will provide a debit card system administered by a third party to allow teachers' access to these funds. The District will ensure that the availability of funds is seamless from year to year (being available each July 1st, the beginning of each fiscal year).

The incentive amounts listed in 16-4.2, and 16-5.1 are prorated accordingly to the percentage of time that a teacher works in a given year. This amount is also prorated if a teacher should not work the entire school year. The incentive in 16-4.2 and 16-5.1 will be paid equally in December and June.

The District shall provide the choice of two (2) dental plans (Low Option and High Option) to 16-5.0 include two-person or family coverage to a maximum liability of 95% of the actual cost of the premium for the single person Low Option to the District, benefit prorated to percentage worked.

Any teacher, benefit prorated to percentage worked, electing not to have dental insurance will have an annual sum of \$50, benefit reduced if teacher works less than contract year, to be given the equivalent in cash.

The District shall provide life insurance (\$100,000) for each teacher. Spousal and/or child 16-6.0 coverage may be available at teacher's expense.

Whenever a teacher is absent from school as a result of personal injury caused by an accident or 16-7.0 an assault in the course of his/her employment in the District, and his/her claim is deemed payable under worker's compensation, he/she shall be paid his/her full salary, less the amount of any worker's compensation award made for temporary disability due to such injury for a period not to exceed the school year in which the disability occurred. No part of such absence shall be charged to his/her annual or accumulated leave. Cases extending beyond this period shall be reviewed by the Board.

The District shall provide Long Term Disability (LTD) insurance coverage to a maximum 16-8.0 liability of \$100 on the part of the District.

The District will provide for premium conversion as defined under the Internal Revenue Service 16-9.0 Code Section 125. The District will be responsible for the associated costs of creating and administering employee reimbursable accounts. The reimbursable accounts available to the employee may include a Health Care Reimbursable Account and/or a Dependent Care Account in accordance with the guidelines and procedures set forth by the Internal Revenue Service.

The Board need not provide coverage as stipulated in Article 16-1.0 and 16-5.0, if the teacher is 16-10.0 covered under the same or similar health and/or dental plan. If a teacher is found to have dual coverage, the teacher must reimburse the Board an amount equal to the premiums paid by the Board during this time.

If a teacher should leave the District, the teacher agrees to reimburse the District an amount 16-11.0 equal to any benefit(s) that have been extended to the teacher, but not fully earned.

Benefit amounts may be reduced due to age requirements of insurance carrier. The employee 16-12.0 will be notified in writing of reduction of benefit.

SALARIES

A teacher shall be placed on the salary schedule at the step appropriate for degree status and 17-1.0 creditable years of experience.

A teacher serving more than one-half (½) of a school year (94 days) shall advance one (1) step 17-2.0 on the salary schedule for the forthcoming school year.

Teachers classified as part-time must have had worked in excess of 50% of the school days that 17-2.1 s/he was contracted for to receive the negotiated increase.

The following formula will be used to determine teacher salary:

17-2.2

a) A teacher with greater than 9 years of experience in (2019-20) will have her/his base salary multiplied by:

2.6%
2.6%
2.7%
2.7%
2.8%

Any employee not on the schedule whose base salary compensation is equal to or less than an 17-2.3employee's base salary on the top step of the schedule will receive \$500 more than the bachelor's top step for base pay.

After the adjusted base salary is determined, the stipend for the advanced degree is added. The 17-2.4 advanced degree stipends for the following years are:

	B+15	<u>B+30</u>	<u>M</u>	M+15	<u>M+30</u>	<u>M+45/CAGS</u>	PhD
2020-21:	2,326	4,652	9,304	11,630	13,956	16,282	18,657
2021-22:	2,386	4,773	9,546	11,932	14,318	16,705	19,142
2022-23:	2,451	4,902	9,803	12,254	14,705	17,156	19,659
2023-24:	2,517	5,034	10,068	12,585	15,102	17,619	20,189
2024-25:	2,587	5,175	10,350	12,937	15,525	18,112	20,755

Effective July 1, 2020, the B +30 stipend will be eliminated. All employees currently on B +30 as of June 30, 2020 will continue to receive that stipend.

Longevity is then added to the adjusted base salary and advanced degree stipend. Longevity is 17-2.5 at the rate of \$150 per year after nine (9) years of teaching in Rye, as a member of the Bargaining Unit, commencing on the tenth (10th) year.

A newly employed Teacher shall be placed on the salary schedule by the Superintendent of 17-2.6 Schools (or designee) at a step commensurate with training and experience.

A new Teacher shall not receive a higher salary than any presently employed Teacher with 17-2.7 equivalent training and experience.

A new Teacher may be granted up to five (5) years credit for non-teaching work experience by the Superintendent of Schools (or designee). The additional years' credit is not subject to the grievance procedure.

A part-time teacher shall be paid relative to the existing salary schedule and shall make equivalent progression along the salary schedule, as do the full-time teachers. A part-time teacher shall receive compensation proportionate to the percentage of time worked.

For advancement to a higher teaching stipend (i.e. track), a teacher must notify the

Superintendent of Schools in writing prior to the school year in which the advancement shall
be paid. If a teacher fails to meet the deadline, s/he may be reimbursed by the end of June of
the subsequent school year contingent upon there being a sufficient budget surplus at the end
of that school year. Such reimbursement will have priority over any other expenditure of a
budget surplus based on originally budgeted line items.

By October 1st of each school year, teachers shall receive from Building Administrators, a K-8 list of all stipended positions, committees, etc. and their associated compensation. The Association and the District will establish a stipend committee to review and adjust stipends and appropriate compensation. Each party will have three (3) representatives. The Association will be responsible for appointing it's members.

Any college or graduate level credits earned since July 1, 2005 through school-sponsored or building administrator-approved professional development that have not been credited toward any degree may be used for advancement to the B+15, M, M+15, M+30 or M+45 level. The Superintendent of Schools may approve any other college credits that were not SAU-sponsored or building administrator-approved professional development if, in his opinion, they are relevant to the teacher's assignment. Credits can only be counted towards advancement to a new degree level.

17-6.0

A teacher shall be paid biweekly and may elect to be paid under one (1) of three (3) options. The payment option must be declared before February 15th. Changes may be made after that date only with the approval of the Superintendent of Schools for a serious, extenuating circumstances (i.e. a spouse loses a job).

The available salary payment options are as follows:

- 1.) Annual salary divided by twenty-six (26) and paid over twelve (12) months.
- 2.) Annual salary divided by twenty-six (26) and paid over the school year with checks representing the balance payable on the last date in June.
- 3.) Annual salary to be divided into twenty (20) or twenty-one (21) installments in order that the final installment can be made prior to June 30th.

Should a teacher's contract be terminated prior to the expiration date, the teacher must repay to the District any excess moneys, if there are any, received for teaching services not yet rendered on a per diem basis.

The Superintendent of Schools, or designee, will issue a pay calendar prior to the beginning of the school year detailing dates applicable to the above three (3) plans.

REDUCTION IN FORCE

When the Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reduction, change in or consolidation of Board authorized programs, reorganization, or other budgetary reasons, the following reduction in force procedure will be utilized.

Reductions will take place within the following classifications: 18-1.1

Kindergarten through sixth grade Seventh through eighth grade

A teacher who is/has been assigned work in both buildings is classified as K-8 and retains rights to both buildings. (Subject to current certifications).

- When implementing a reduction in force, the District will make every reasonable effort to
 minimize the effect of the reduction in force. The Board will first examine if the reduction can
 be accomplished through attrition (e.g. retirements/resignations).
- If additional cuts are still needed, the District shall eliminate non-continuing contract teachers based on qualifications, performance, and relevant experience (e.g., same content area and grade level). If experience and expertise are non-determinative, then the District shall eliminate non-continuing contract teachers in reverse order of seniority.

If after eliminating all non-continuing contract teachers/employees, additional cuts are needed, the District shall identify continuing contract teachers for layoff in order of the following criteria:

- 1. Teachers/Employees who are on Performance Improvement Plans in reverse order of Seniority.
- 2. If additional cuts are still needed, a review will be made of the qualifications, performance, and length of service in the school district, of the continuing contract personnel in positions to be reduced. If qualifications and performance are substantially equivalent, the teacher having the longest length of service in the school district shall be given preference for continued employment. However, when there is, in the judgment of the administration, a clear difference in qualifications and performance, the more capable teacher shall be retained. {Note: Professional staff whose only break in employment is as a result of authorized leave(s) of absence shall be considered to be continuously employed.}

The right to bump a less senior teacher in another academic area may only occur if the teacher has taught within the endorsement for a period equal to the least senior teacher in the certified area. The more senior teacher must have taught within the endorsement area within the last

five (5) years. Qualifications and performance being equivalent, the more senior teacher will "bump" the less senior teacher.

 A teacher whose position is reduced in force shall be offered a position in which he or she: holds a current certification endorsement in that assignment area; has relevant and recent experience; and has received a recent evaluation rating of effective or better (or equivalent positive rating) on a formal performance evaluation in the area of the position offered. 	18-3.0
All employees laid off shall retain rights to recall for a period of twenty-one (21) months from the date of layoff. Employees shall be entitled to be recalled to the same or similar position for which they were laid off. No employees shall be required to accept a position that results inn loss of salary or benefits associated with the prior position held.	18-4-0
If an employee refuses to be recalled to the same or similar position with the same benefits and wages of their prior position, the employee shall lose rights of recall.	18-4.1
Upon recall all benefits shall be restored.	18-4.2
Employees who gained additional experience within classification while laid off shall have that experience counted toward placement on the salary scale with documentation and approval by the Superintendent of Schools, based on the Superintendent's certification of such experience.	18-5.0
Employees shall be responsible for keeping the District updated as to their current address.	18-6.0
The District shall be responsible, to the extent practical, of informing the Association within thirty (30) days in advance of all reductions in force and recalls.	18-7.0
To the extent possible, staff will be notified by November 1 of each year if the District anticipates a reduction (i.e.: 100% to 80%, etc.) of any position.	18-7.1
Any teacher terminated because of a reduction in force shall have a letter placed in her/his personnel file stating that said teacher was not offered a new contract because of a reduction in force. Such information shall also be contained in any requests for recommendation.	18-8.0

CHILDREN OF PROFESSIONAL STAFF

	_	subject to the following criteria:	19-1.0
1	1.	The staff member shall pay tuition to the District in an amount-established by the Rye School Board no later than the April school board meeting prior to the start of the subsequent academic year. For the 2020-21 academic year, the tuition shall be set at \$3,000 for the first child and \$1000 for any subsequent child while there is more than one child enrolled in Rye Public Schools.	19-1.1
2	2.	A child will only be eligible to attend Rye Schools if the Rye School Board determines, in its sole discretion, that allowing the child to enroll for an academic year shall not increase the District's staffing needs or otherwise significantly increase the District's marginal expenses.	19-1.2
A staff member shall request, in writing, permission to enroll a child no later than May 1 prior to the start of the subsequent academic year.			19-1.3
The staff member shall submit a check in the amount of \$500 with the request. Should a student be offered a position these funds will be applied to the tuition charge for the subsequent year.			19-1.4
Should a student not be offered a position, the funds will be returned to the staff member. Should a position be offered by the District but declined by the staff member, the funds shall be forfeited.			19-1.5
Any student who enrolls but subsequently leaves the district (either voluntarily or involuntarily) prior to February 1 shall receive a prorated refund of tuition based on the number of student days which have transpired. Any student who leaves the district after February 1 shall not be eligible for any refund.			19-2.0
Permission must be sought for each academic year for which enrollment is sought and there is no guarantee that once a student is enrolled for a school year that enrollment will be approved for subsequent years.			19-3.0
A parent requesting renewal for a child shall be given preference over a child who has not previously attended Rye schools if the School Board determines that insufficient space exists to accommodate all requests.			19-3.1
Permission to attend Rye schools may be denied or revoked by the School Board at any time prior to or during the school year if it determines that the student is (or has a history of being) disruptive of the learning environment for any reason including disciplinary incidents, serious or repeated violations of school or district rules and/or procedures, excessive absences or			19-4.0

tardiness or if the welfare of the student, other students or staff is or has been compromised or endangered.	
The staff member shall be responsible for all travel expenses associated with the child attending a Rye school.	19-5.0
If the child of a staff member becomes eligible for special education and related services, eligibility for enrollment shall be contingent upon the costs of these services being paid by the community of the student's residence or the staff member.	19-6.0
Should a professional staff member leave District employment during the course of an academic year, continued enrollment of the child shall be at the discretion of the School Board.	19-7.0

ARTICLE 20

MISCELLANEOUS PROVISIONS

If any provision of this Agreement, or any application of this Agreement, to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but, all other provisions or applications of this Agreement is binding upon the Board and Association including members, and shall be given full force and effect.

The Board agrees not to negotiate with any teachers' group or organization other than the designated Association in regard to any matter subject to negotiation under Article 2, paragraph 2-1, of this Agreement as long as the Association shall represent a majority of the professional employees of said Rye School District. This provision, however, shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in her/his own behalf on matters relating to employment by the Board.

This Agreement may not be modified, in whole or in part, by the parties except by an instrument 20-3.0 in writing, duly executed by both parties.

The Board agrees to provide copies of this Agreement to all teachers employed.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, or certified mail, at the following addresses:

If from the Association to the Rye School Board:

C/O School Administrative Unit Number 50 48 Post Road Greenland, New Hampshire 03840;

If from the Rye School Board to the Association: at the appropriate address as filed with the Board.

The Board agrees to furnish a designated representative in each school building in the district with at least one copy of the Board policies.

No terms or conditions of employment contained within this Agreement may be changed or modified by the individual contract. (See Appendix F.)

ARTICLE 21

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2020, and shall continue in effect until
June 30, 2025, subject to either party's right to negotiate a successor agreement as set forth in
Article 2. This agreement shall not be extended orally and it is expressly understood that it
shall expire on the date indicated. Any extension shall be mutually agreed upon, in writing, by
the parties to the Agreement, and, unless such extensions are agreed upon, this contract shall
expire on the date indicated herein. Where there is conflict between this Agreement and state
law, state law will take effect.

The Board and the Association agree to begin negotiations on the Agreement no later than
September 1, 2024.

In witness whereof the parties hereto have caused this Agreement to be signed by their

In witness whereof the parties hereto have caused this Agreement to be signed by their respective president and/or chairperson, attested by their respective secretary and/or clerk.

ASSOCIATION OF COASTAL TEACHERS/RYE

Andrea Papolitsy

Eileen Murphy

Eric Ross
Nicole Argraves

RYE SCHOOL BOARD

Argaret Honda

Scott Marion

Paula Tsetsilas

Salvatore Petralia, Superintendent

3-18-2020 Date

Appendix A

SALARY SCHEDULE FOR THE FISCAL YEAR 2020-2021

STEP	<u>B</u>	<u>B+15</u>	<u>B+30</u>	$\underline{\mathbf{M}}$	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	PhD
1	50,675	53,001	55,327	59,979	62,305	64,631	66,957	69,332
2	52,196	54,522	56,848	61,499	63,825	66,151	68,477	70,852
3	53,716	56,042	58,368	63,020	65,346	67,672	69,998	72,373
4	55,237	57,563	59,889	64,541	66,866	69,192	71,518	73,894
5	56,756	59,082	61,408	66,060	68,386	70,712	73,038	75,413
6	58,277	60,603	62,929	67,581	69,907	72,232	74,558	76,934
7	59,797	62,123	64,449	69,101	71,427	73,753	76,079	78,454
8	61,571	63,897	66,223	70,875	73,201	75,527	77,853	80,228
9	63,344	65,670	67,996	72,648	74,974	77,300	79,626	82,001
10	65,118	67,444	69,770	74,422	76,748	79,074	81,400	83,775

a. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	$\underline{\mathbf{M}}$	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	PhD
2,326	4,652	9,304	11,630	13,956	16,282	18,657

b. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$150 per year commencing on the tenth (10) year (\$300 for the eleventh year in Rye, etc.)

Appendix B

SALARY SCHEDULE FOR THE FISCAL YEAR 2021-2022

STEP	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	M+45/CAGS	PhD
1	51,993	54,379	56,766	61,538	63,925	66,311	68,698	71,135
2	53,553	55,939	58,326	63,098	65,485	67,871	70,258	72,695
3	55,113	57,499	59,886	64,659	67,045	69,431	71,818	74,255
4	56,673	59,059	61,446	66,219	68,605	70,991	73,378	75,815
5	58,232	60,618	63,005	67,778	70,164	72,550	74,937	77,374
6	59,792	62,178	64,565	69,338	71,724	74,110	76,497	78,934
7	61,352	63,738	66,125	70,898	73,284	75,671	78,057	80,494
8	63,172	65,559	67,945	72,718	75,104	77,491	79,877	82,314
9	64,991	67,378	69,764	74,537	76,923	79,310	81,696	84,133
10	66,811	69,198	71,584	76,357	78,743	81,130	83,516	85,953

a. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	M+45/CAGS	<u>PhD</u>
2,386	4,773	9,546	11,932	14,318	16,705	19,142

b. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$150 per year commencing on the tenth (10) year (\$300 for the eleventh year in Rye, etc.)

Appendix C

SALARY SCHEDULE FOR THE FISCAL YEAR 2022-2023

STEP	<u>B</u>	<u>B+15</u>	<u>B+30</u>	$\underline{\mathbf{M}}$	<u>M+15</u>	M+30	<u>M+45/CAGS</u>	PhD
1	53,397	55,847	58,298	63,200	65,651	68,102	70,552	73,055
2	54,999	57,450	59,900	64,802	67,253	69,704	72,155	74,657
3	56,601	59,052	61,503	66,404	68,855	71,306	73,757	76,260
4	58,203	60,654	63,105	68,006	70,457	72,908	75,359	77,862
5	59,804	62,255	64,706	69,608	72,058	74,509	76,960	79,463
6	61,406	63,857	66,308	71,210	73,661	76,111	78,562	81,065
7	63,009	65,459	67,910	72,812	75,263	77,714	80,165	82,667
8	64,878	67,329	69,779	74,681	77,132	79,583	82,034	84,536
9	66,746	69,197	71,648	76,549	79,000	81,451	83,902	86,405
10	68,615	71,066	73,517	78,419	80,869	83,320	85,771	88,274

a. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	M+45/CAGS	<u>PhD</u>
2,451	4,902	9,803	12,254	14,705	17,156	19,659

b. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$150 per year commencing on the tenth (10) year (\$300 for the eleventh year in Rye, etc.)

Appendix D

SALARY SCHEDULE FOR THE FISCAL YEAR 2023-2024

STEP	<u>B</u>	<u>B+15</u>	<u>B+30</u>	$\underline{\mathbf{M}}$	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
1	54,838	57,355	59,872	64,906	67,423	69,940	72,457	75,028
2	56,484	59,001	61,518	66,552	69,069	71,586	74,103	76,673
3	58,129	60,646	63,163	68,197	70,714	73,231	75,748	78,319
4	59,775	62,292	64,809	69,843	72,360	74,877	77,394	79,964
5	61,419	63,936	66,453	71,487	74,004	76,521	79,038	81,608
6	63,064	65,581	68,098	73,132	75,649	78,166	80,684	83,254
7	64,710	67,227	69,744	74,778	77,295	79,812	82,329	84,899
8	66,629	69,147	71,664	76,698	79,215	81,732	84,249	86,819
9	68,548	71,065	73,582	78,616	81,133	83,650	86,167	88,738
10	70,468	72,985	75,502	80,536	83,053	85,570	88,087	90,657

d. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	$\underline{\mathbf{M}}$	<u>M+15</u>	<u>M+30</u>	M+45/CAGS	PhD
2,517	5,034	10,068	12,585	15,102	17,619	20,189

e. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$150 per year commencing on the tenth (10) year (\$300 for the eleventh year in Rye, etc.)

Appendix E

SALARY SCHEDULE FOR THE FISCAL YEAR 2024-2025

STEP	<u>B</u>	<u>B+15</u>	<u>B+30</u>	$\underline{\mathbf{M}}$	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	PhD
1	56,374	58,961	61,549	66,724	69,311	71,899	74,486	77,128
2	58,065	60,653	63,240	68,415	71,003	73,590	76,178	78,820
3	59,757	62,344	64,932	70,107	72,694	75,282	77,869	80,512
4	61,448	64,036	66,623	71,798	74,386	76,973	79,561	82,203
5	63,139	65,726	68,314	73,489	76,076	78,664	81,251	83,893
6	64,830	67,418	70,005	75,180	77,768	80,355	82,943	85,585
7	66,522	69,109	71,697	76,872	79,459	82,047	84,634	87,276
8	68,495	71,083	73,670	78,845	81,433	84,020	86,608	89,250
9	70,467	73,055	75,642	80,817	83,405	85,992	88,580	91,222
10	72,441	75,028	77,616	82,791	85,378	87,966	90,553	93,196

a. The degree stipends will be:

<u>B+15</u>	<u>B+30</u>	$\underline{\mathbf{M}}$	<u>M+15</u>	<u>M+30</u>	<u>M+45/CAGS</u>	<u>PhD</u>
2,587	5,175	10,350	12,937	15,525	18,112	20,755

b. Longevity:

After nine (9) years of teaching in Rye, as a member of the Bargaining Unit, a teacher will receive \$150 per year commencing on the tenth (10) year (\$300 for the eleventh year in Rye, etc.)

APPENDIX F

SAMPLE OF CONTRACT FOR 'ON SCHEDU

Rye School District 202X-202X

Employment Contract

Issued By: Rye School District on XX/XX/202X

JOHN R. DOE 136 SOMEPLACE RD SOMEWHERE NH 00000

- 1. Preamble. This Employment Contract, hereinafter called the "Contract", is entered into this XXth day of March, 202X; between the Rye School Board, hereinafter called the "Board", and the above referenced employee, hereinafter called the "Teacher".
- 2. Employment and Term. The Board agrees to and does employ the Teacher for 188* days for the period July 1, 202X through June 30, 202X inclusive; at the salary as stipulated on the reverse side next to "Total Amount" to be paid in accordance with Pay Plan One (1) [26 installments paid over twelve (12) months] commencing on September X, 202X, with the last installment to be paid on August XX, 202X.
- 3. Authority and Responsibility. The Teacher agrees to work for the Board for said period and agrees to conform to and carry out all of the laws and all lawful rules and regulations including adopted Board policies which may be enacted relative to the conduct of schools, employees and/or students and to perform such other co-curricular activities as may be required from time to time by his/her supervisor.
- 4. Certification. The Teacher shall be required to hold for the life of this Contract a valid certificate in the area of education, properly registered and issued by the State of New Hampshire. The Teacher hereby warrants that he/she is qualified by a certificate, license or permit issued by the State of New Hampshire and is a "highly qualified teacher" in the subject or subjects, which he/she is employed to teach.
- 5. Resignation. A Teacher who signs a Contract with the Board and gives written notice prior to July 15th of intent to resign will not be released from the Contract until a suitable replacement has been found or forty-five (45) days have expired. After July 15th, a Teacher shall be released from the Contract by the School Board only for critical personal reasons.
- 6. Terms and Conditions. All of the terms and conditions of the Collective Bargaining Agreement (CBA) dated July 1, 2020 through June 30, 2025 and any amendments thereto, are incorporated herein by reference and made a part of this Contract.
- 7. Savings Clause. This Contract is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Any portion of this Contract, declared invalid, under the Laws of the State of New Hampshire or of the United States of America shall not affect the validity of the remainder of the Contract.
- 8. Signatory Deadline. A Teacher, who fails to sign this Contract in duplicate and return one (1) copy to the Superintendent of Schools within fifteen (15) days from date of issuance, shall be considered to have declined employment.

IN WITNESS WHEREOF the parties have executed this Contract on the XXth day of March, 202X.

*Shall mean school days as defined by the New Hampshire State Board of Education Regulations.

Job Title:

Classroom Teacher

Hire Date:

09/01/2017

Rye School District

2020-2021

Employment Contract

JOHN R. DOE

136 SOMEPLACE RD

SOMEWHERE

00000

Position Information

Amount:

NH

\$00,000.00

Position Location: Rye Elementary School

Issued By: Rye School District on 3/5/2020

FTE:

1.0000

Type:

Pay Option One

Salary Sch:

Salary Schedule [Master] Step 10

Addenda Information				
Longevity			Amount:	\$0.00
Salary Schedule: Longevity Yea	ar 3		, anounc	Ψ0.00
			Total Amount:	\$00,000.00
Please review this Contract car contract. If you should have ar	refully for accuracy before signly questions, please contact	gning. Except for your signature, do not write and the Human Resource Assistant, at 422-9572 ext	y comments and/or revisions . XX.	on your
			>	(X/XX/202X
Employee Signature	Date	Salvatore H. Petralia		Date

Superintendent of Schools

APPENDIX F

SAMPLE OF CONTRACT FOR 'OFF SCHEDUL

Rye School District 202X-202X

Employment Contract

Issued By: Rye School District on XX/XX/202X

JOHN R. DOE 136 SOMEPLACE RD SOMEWHERE NH 00000

- 1. Preamble. This Employment Contract, hereinafter called the "Contract", is entered into this XXth day of March, 202X; between the Rye School Board, hereinafter called the "Board", and the above referenced employee, hereinafter called the "Teacher".
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- Authority and Responsibility. The Teacher agrees to work for the Board for said period and agrees to conform to and carry out all of the laws and all lawful rules and regulations including adopted Board policies which may be enacted relative to the conduct of schools, employees and/or students and to perform such other co-curricular activities as may be required from time to time by his/her supervisor.
- 4. Certification. The Teacher shall be required to hold for the life of this Contract a valid certificate in the area of education, properly registered and issued by the State of New Hampshire. The Teacher hereby warrants that he/she is qualified by a certificate, license or permit issued by the State of New Hampshire and is a "highly qualified teacher" in the subject or subjects, which he/she is employed to teach.
- 5. Resignation. A Teacher who signs a Contract with the Board and gives written notice prior to July 15th of intent to resign will not be released from the Contract until a suitable replacement has been found or forty-five (45) days have expired. After July 15th, a Teacher shall be released from the Contract by the School Board only for critical personal reasons.
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- 7. Savings Clause. This Contract is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Any portion of this Contract, declared invalid, under the Laws of the State of New Hampshire or of the United States of America shall not affect the validity of the remainder of the Contract.
- 8. Signatory Deadline. A Teacher, who fails to sign this Contract in duplicate and return one (1) copy to the Superintendent of Schools within fifteen (15) days from date of issuance, shall be considered to have declined employment.

IN WITNESS WHEREOF the parties have executed this Contract on the XXth day of March, 202X.

*Shall mean school days as defined by the New Hampshire State Board of Education Regulations.

Job Title:

Classroom Teacher

Hire Date:

09/01/1997

Rye School District

202X-202X

Employment Contract

JOHN R. DOE

136 SOMEPLACE RD

SOMEWHERE

00000

Position Information

Amount:

\$00,000.00

Position Location: Rye Elementary School

Issued By: Rye School District on XX/XX/202X

FTE: Type: 1.0000

Pay Option One

Salary Sch: Base Salary Doe, John

Addenda Information			
Degree Stipend	Amount:	\$0,000.00	
Salary Schedule: Degree [Master] Stipend			
Longevity	Amount:	\$0,000.00	
Salary Schedule: Longevity Year 23			
	Total Amount:	\$00,000.00	
Please review this Contract carefully for accuracy before signing. Except for your signature, do not write any comments and/or revisions on your contract. If you should have any questions, please contact the Human Resource Assistant, at 422-9572 ext. XX.			

Employee Signature

Date

Salvatore H. Petralia

Superintendent of Schools

XX/XX/202X

Superintendent of Schools

RYE SCHOOL DISTRICT

COURSE COMPLETION FORM

This certifies that	(staff member's name)	has successfully completed the course
	, number	, and will be awarded a passing grade.
	Instructor	
	Institution	
	Date	

NOTE: In order to receive staff development credit, an official grade report must be submitted.

BENEFIT SUMMARY FOR NEW TEACHERS*

Please read the contract for a more detailed description of each area.

Health Insurance

The District will pay the following percent of the premiums:

 Single CD
 Single 95%
 Two Person 85%
 Family 85%

Health Insurance Non-Participation

A teacher, benefit prorated to percentage worked, electing not to have health insurance, will be given an annual sum of \$2,850, reduced if the teacher works less than the contract year.

Dental Insurance

Choice of plans (low option and high option) with three levels: single, two person, or family coverage. District contributes 95% of low option single plan.

Sick Leave

Fifteen (15) days per year for personal illness or immediate family. Personal illness days can accumulate up to 150 days

Personal Leave

Three (3) days per year (do not accumulate)

Funeral Leave

Five (5) days of funeral leave, with pay, per year, shall be granted due to circumstances of death of an immediate family member.

For all others, two (2) days shall be allowed (may be increased by Superintendent of Schools).

Professional Development Days

Granted by Building Administrator (no specific number)

Life Insurance

District pays \$100,000 benefit

Long Term Disability

District pays \$100 towards premium

* Part time teachers shall be entitled to benefits in the same ratio as the time the teacher works compared to a full time teacher as defined in Article 1-2.10.

Note: any teacher selecting the consumer driven health plan; the District will contribute annually into the teacher's health savings account (HSA) 75% of the maximum deductible amount specific to his/her plan (single, two-person or family).