

**SOMERSWORTH SCHOOL DISTRICT**  
**SOMERSWORTH, NEW HAMPSHIRE**

**AGREEMENT BETWEEN THE**  
**SOMERSWORTH ASSOCIATION OF EDUCATORS**  
**AND THE**  
**SOMERSWORTH SCHOOL BOARD**

**JULY 1, 2005 THROUGH JUNE 30, 2010**

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38 This Agreement is made between the Somersworth Association of Educators (herein also called  
39 the Association or SAE) and the School Board of Somersworth, New Hampshire (herein also  
40 called the Board):

41  
42 **ARTICLE 1 - RECOGNITION**

43  
44 A. For the purpose of collective negotiations the Board recognizes the Association as  
45 the exclusive representative of all professional personnel<sup>1</sup> except those to be  
46 classified below as administrators, whose employment shall require them to hold  
47 a professional certificate issued by the State Board of Education.

48  
49 Administrators shall include anyone whose job is primarily supervision of  
50 personnel, including principals, assistant principals, and vocational directors.  
51 Also classified herein are the part-time positions of directors, department heads,  
52 and head teachers, while in the performance of their administrative tasks.

53  
54 B. The Association agrees to represent all such professional personnel in the  
55 Somersworth School District without discrimination and without regard to  
56 membership in the Association.

57  
58 C. Definitions

59  
60 1. The term "school" as used in this Agreement means any work location  
61 maintained by the Board where instruction is offered to the children  
62 enrolled in the Somersworth School District.

63  
64 2. The terms "the teacher" and "the professional employee" as used in this  
65 Agreement shall mean any member of the group of professional personnel.

66  
67 3. The term "days" as used in this Agreement shall mean school days, except  
68 as noted elsewhere, and except in the case of summer vacation, when the  
69 term "days" shall mean regular weekdays.

70  
71 D. Part-Time Teachers

72  
73 The part-time teacher is defined as one who is contracted for less than a full-time  
74 position. The position could call for a fraction of each day during the week or  
75 from one to four whole days during the week.

76  
77 Personnel whose full-time position has been reduced to part-time shall retain the  
78 rights of "full-time" as defined in this Agreement with the exception of salary and  
79 benefits as described herein.

80

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<sup>1</sup> Professional personnel includes nurses with salaries per Appendix D

81 Economic benefits apply only to personnel whose service represents at least one-half time and  
82 shall be prorated consistent with the percentage of time employed. Benefits will apply as follow:

- 83  
84 1. Health and Life Insurance: The Board's contributions will be prorated. Teachers who  
85 qualify for this coverage may choose to contribute the difference between the prorated  
86 contribution of the Board and the full cost of the insurance.
- 87  
88 2. Liability Insurance: Full coverage will be extended by the Board.
- 89  
90 3. Tuition/Course Reimbursement: Part-time teachers will not qualify for reimbursement.
- 91  
92 4. Sick and Emergency Leave: Leave will be prorated consistent with the percentage of  
93 time employed.
- 94  
95 5. Maternity Leave: Leave will apply to part-time teachers.

96  
97 **ARTICLE 2 - NEGOTIATIONS PROCEDURES**

98  
99 The Association and the Board agree to enter into collective negotiations in accordance  
100 with RSA 273-A New Hampshire law.

101  
102 A. Statement of Intent

103  
104 On or before October 1, prior to the expiration of the Agreement, either party may  
105 submit to the other written notice of its intention to negotiate a successor  
106 agreement concerning salaries, fringe benefits, and terms and conditions of  
107 employment as defined in New Hampshire RSA 273-A.

108  
109 **ARTICLE 3 - AGREEMENT**

- 110  
111 A. If any provisions of this Agreement or any application of the Agreement to any  
112 employee or group of employees shall be found contrary to law, then such  
113 provision or application shall not be deemed valid and subsisting, except to the  
114 extent permitted by law, but all other provisions or applications will continue in  
115 full force and effect. The parties will meet not later than fourteen (14) days after  
116 any such holding for the purpose of renegotiating the provision or provisions  
117 affected.

118  
119 **ARTICLE 4 - GRIEVANCE PROCEDURE**

120  
121 A. Definitions

- 122  
123 1. A "grievance" shall mean a complaint by a teacher or by the Association  
124 concerning an alleged violation or an alleged inequitable application of  
125 any of the provisions of this Agreement or of written Board policy  
126 concerning the terms or conditions of employment, except that the term

127 "grievance" shall not apply to any matter in which the Board has no  
128 authority to act.

- 129
- 130 2. An "aggrieved person" is the person or persons making the complaint, also  
131 known as the "grievant."  
132
- 133 3. A "party in interest" is the person or persons making the complaint and  
134 any person who might be required to take action or against whom action  
135 might be taken in order to resolve the complaint.  
136

137 B. Initiation and Processing  
138

- 139 1. Failure at any step of this procedure to communicate the decision within  
140 the specified time limits shall automatically move the grievance to the  
141 next step. The Board must act within the established timeline or the  
142 grievance is accepted.  
143

144 2. Regular Procedure  
145

146 Within thirty (30) calendar days of the occurrence of the grievance, the  
147 teacher shall submit to the principal his/her complaint. Such complaint  
148 shall be made in writing on the Grievance Report Form (Appendix E) and  
149 shall be discussed by the grievant and the principal at that time. The  
150 principal shall respond with his/her decision in writing within five (5)  
151 school days.  
152

153 If such decision is not satisfactory to the teacher, the teacher shall forward  
154 the grievance to the superintendent within five (5) school days. Within  
155 five (5) school days of receipt of said grievance, the superintendent shall  
156 convey to the teacher his decision in writing.  
157

158 If the teacher is still unsatisfied with the decision, said teacher shall be  
159 granted a board hearing at the next regularly scheduled meeting of the  
160 Board, provided a five (5) day interval occurs between the receipt of the  
161 grievance and the date of the next meeting, such hearing to be held in  
162 either public or non-public session at the decision of the grievant. In the  
163 event there is no regularly scheduled meeting within three (3) weeks, the  
164 Board will hold a meeting within fourteen (14) days of the filing at this  
165 level.  
166

167 The Board shall communicate its decision to the teacher within five (5)  
168 school days of its hearing, except during the summer when its decision  
169 shall be communicated within five (5) work days.  
170

171 The Board and the SAE agree that in the case of impending summer recess  
172 every effort shall be made to resolve outstanding issues before the  
173 beginning of that recess.  
174

175 If the decision of the Board does not resolve the grievance to the  
176 satisfaction of the grievant and he/she wishes review by a third party,  
177 he/she shall so notify the Association. If the Association determines that  
178 the matter should be arbitrated, it shall so notify the Board in writing  
179 within fifteen (15) days of receipt of the Board's decision. The request for  
180 arbitration is a waiver of the right of said Association or grievant to  
181 submit the underlying dispute to any other administrative or judicial  
182 tribunal for resolution. Nothing herein affects the rights of an individual to  
183 pursue antidiscrimination complaints under federal or state law.  
184

185 3. Procedure for Securing the Services of an Arbitrator: The following  
186 procedure will be used to secure the services of an arbitrator.  
187

188 a. A request for a list of qualified arbitrators shall be made to the  
189 American Arbitration Association whose rules shall apply.  
190

191 b. The arbitrator shall limit himself/herself to the issues submitted to  
192 him/her and shall consider nothing else. He/she may add nothing to  
193 nor subtract anything from the Agreement between the parties. The  
194 findings and decision of the arbitrator shall be final and binding on  
195 the Association, the grievant, and the Board.  
196

197 4. The Association and the Board agree that any differences between the  
198 parties on matters relative to this Agreement. shall be settled by the means  
199 herein provided. The Association, in consideration of this Agreement and  
200 its terms and conditions, shall not during the term of the Agreement  
201 engage in nor condone any strike, work stoppage, or other concerted  
202 refusal to perform any assignment on the part of any employee(s)  
203 represented hereunder nor shall the Board sponsor any lockouts.  
204

205 C. Rights of Teachers to Representation  
206

207 1. A teacher has the right to Association representation at all meetings where  
208 said meetings may result in said teacher's rights under this contract being  
209 threatened or denied or at meetings held to resolve grievances.  
210

211 2. When a grievance has been reduced to writing and submitted by other than  
212 the Association, the superintendent shall notify the Association within  
213 three (3) school days and shall include any materials submitted.  
214

215 3. The Board and the Association shall assure that the parties in interest and  
216 witnesses are guaranteed freedom from restraint, interference, coercion,

217 discrimination or reprisal with respect to the processing of a grievance. In  
218 communication with any prospective employer, the administration shall  
219 avoid reference to the filing of a grievance by any teacher.  
220

221 4. Grievance meetings at the principals' and superintendent's levels will not  
222 be conducted during instructional class time. Grievance hearings before  
223 the Board will be held after school.  
224

225  
226 D. Costs

227  
228 The fees and expenses of the arbitrator will be shared by the two parties equally.  
229

230 E. Personnel Files

231  
232 All documents, communications, and records dealing with the processing of a  
233 grievance shall be filed separately from the personnel files of the participants. A  
234 copy of all documents considered "discoverable" under New Hampshire law  
235 shall be given to the grievant and the grievant shall give all such documents to the  
236 Board.  
237

238 F. Group Grievances

239  
240 A grievance which involves a number of teachers not restricted to one (1)  
241 building principal shall commence at level two (2).  
242

243 ARTICLE 5 - CONTINUITY OF OPERATIONS

244  
245 A. Both parties, the Association and the Board, agree to adhere to New Hampshire  
246 RSA 273-A.  
247

248 B. Board Rights

249  
250 The Board and the Association understand that neither the Board nor the  
251 superintendent may lawfully delegate powers, discretion, and authorities which  
252 by law are vested in them, and this Agreement shall not be construed as to limit or  
253 impair their respective statutory powers, discretion, and authorities.  
254

255 C. Association Rights

256  
257 The Association will have the right to reasonable use of school facilities and  
258 equipment in accordance with written policy for holding of meetings and  
259 preparing the business of the Association. The cost of supplies used for  
260 Association business will be borne by the Association.  
261

262 The executive committee of the Association or its designee shall have the right to  
263 place notices, circulars, and other materials in teachers' mailboxes, provided that  
264 such materials shall not relate to any local, state, or national political matter of a  
265 non-educational nature, or any partisan political electioneering matter. The  
266 executive committee shall take all reasonable steps to insure that any information  
267 which is placed in teachers I mailboxes shall not be slanderous, libelous, or in  
268 anyway flagrantly harmful to the school, its professional staff, or any other  
269 individual or group either personally or as a group.  
270

271 Materials, circulars, and notices being placed in teachers' mailboxes by members  
272 of the executive committee of the Association shall be in good taste. Copies of all  
273 such materials shall be filed with the principal of each school or his/her designee  
274 prior to dissemination. Questionable materials removed by administrators shall be  
275 returned directly to the disseminator.  
276

277 Teachers' Rights  
278

- 279 1. Board policy books are available in each school building. One copy of  
280 up-to-date policy book will be made available to the Association  
281 president. The Association president will receive all policy revisions and  
282 changes for maintaining the one policy book.  
283
- 284 2. No teacher shall be prevented from wearing pins or other identification of  
285 membership in the Association or its affiliates.  
286
- 287 3. Teachers' rights, as recognized in the Board policy manual, may be  
288 amended as mandated by state and federal law.  
289
- 290 4. There shall be no reprisal taken against any teachers by reason of their  
291 membership in the Association or participation in its activities nor shall  
292 reprisals be taken against a teacher or teachers as a result of the processing  
293 of a grievance.  
294
- 295 5. No teacher shall be disciplined except for just cause.  
296

297 **ARTICLE 6 - ELECTION OR TERMINATION OF CONTRACT**  
298

299 Teachers who are not to be reemployed in the District shall be notified in writing no later  
300 than April 15 or the date established by New Hampshire statute. No teacher with  
301 continuing contract status shall be non-renewed, suspended, reduced in rank or  
302 compensation without a due process hearing before the Board under the guidelines  
303 established by appropriate state laws. All information forming the basis for such action  
304 shall be made known to the teacher prior to such hearing.  
305

306 If an administrator has a concern about a teacher's performance he/she will voice those  
307 concerns in writing to that teacher on a continuing contract prior to January 30 so that the

308 teacher will have ample time to remedy the problem before the Board takes any action  
309 concerning the non-renewal of that teacher. Such notice shall also contain suggestions for  
310 improvement of the areas of concern voiced by the administrator.

311  
312 Teachers may challenge the areas of concern and/or suggestions for improvement to the  
313 Superintendent in the event that they are unjust or untrue.

314  
315 The Board decision concerning election or termination of employment shall be governed  
316 by the appropriate state laws.

317  
318 **ARTICLE 7 - GRANTING BONUS OR WITHHOLDING OF EXPERIENCE INCREMENT**

319  
320 The Board reserves the right to grant a bonus and the right to withhold an experience  
321 increment from a teacher for just cause. If the Board is considering any such action, the  
322 reason(s) shall be stated in writing and accompany the teacher's contract. The letter shall  
323 stipulate that the Board is considering such action. The teacher shall have the right to  
324 request, within five (5) days, a hearing with the Board. A final decision will be made no  
325 later than April 30 and the teacher shall be notified of the Board's decision within five (5)  
326 days of such decision.

327  
328 **ARTICLE 8 - CONSULTATION ON EDUCATIONAL PROGRAMS**

329  
330 In connection with making major changes in programs and policies, the Board or a  
331 committee thereof, acting through the superintendent of schools, will notify the president  
332 of the Association. The said committee may submit to the superintendent for the  
333 transmission to the Board written recommendations relative thereto.

334  
335 The negotiations committee of the Association may also submit to the Board through the  
336 superintendent its recommendations for major changes in programs and policies. The  
337 Board agrees to give due consideration to such recommendations of the Association. It is  
338 understood that the final decision with respect to programs and policies is the  
339 responsibility of the Board, and it is free to consult with such members of the District's  
340 staff and other persons as it may elect at any time.

341  
342 **ARTICLE 9 - OBSERVATIONS, EVALUATIONS, AND RECORDS**

343  
344 The parties recognize the importance and value of a procedure for assisting and  
345 evaluating the progress and success of both newly employed and experienced personnel  
346 for the purpose of improving instruction. All monitoring or observation of teacher  
347 performance is continuous and cumulative.

- 348  
349 A. Formal evaluations shall be conducted by a building principal, the superintendent,  
350 or his/her designee. Formal evaluations of the performance of a teacher shall be  
351 conducted openly and with the full knowledge of the teacher. The superintendent  
352 or his/her designee shall orient all teachers new to the District regarding  
353 evaluation procedures and instruments before the first evaluation

354 are made.

355  
356 Each observation for the purpose of formal evaluations shall be made in person  
357 for a reasonable period of time (approximately thirty minutes or more). The  
358 observations shall become a part of a "summary" or formal evaluation with no  
359 more than one formal evaluation in any one thirty (30) day period.

360 Observations made by department heads or head teachers shall not be written  
361 formal evaluations for placement in the teacher's file.

362  
363 Teachers in the first year of teaching in the School District shall be observed by  
364 the Superintendent or his/her designee for the purpose of formal evaluation at  
365 least three times per year, with at least one observation taking place prior to  
366 November 1. Teachers in the second year of teaching in the School District shall  
367 be observed by the Superintendent or his/her designee for the purpose of formal  
368 evaluation at least twice per year, with at least one observation taking place prior  
369 to December 15. Teachers who have completed two or more years of teaching in  
370 the School District shall be observed for the purpose of formal evaluation by the  
371 Superintendent or his/her designee at least once per year with at least one  
372 observation taking place prior to March 15.

373  
374 **B. Complaint Procedure**

375  
376 Each teacher shall receive a copy of his/her formal evaluation at least one (1) day  
377 prior to any formal conference on the report. In the event that a teacher feels that  
378 his/her evaluation was unjust, he/she may put his/her objections in writing and  
379 have them attached to the evaluation report to be placed in his/her personnel file.

380  
381 A copy of the formal evaluation signed by the principal and the teacher shall be  
382 submitted to the superintendent. A teacher's signature shall indicate only that  
383 he/she has seen the evaluation, and nothing else. No teacher shall sign a blank or  
384 incomplete form.

385  
386 Complaints, statements, questions, or concerns about teachers expressed by  
387 residents to a board member or members shall be referred to the superintendent.  
388 The superintendent will notify the teacher within seventy-two (72) hours if an  
389 investigation is to ensue. The teacher shall have the right to present his/her case  
390 before the superintendent and/or board, as appropriate, before any decision  
391 concerning him/her is made.

392  
393 **C. Personnel Files**

394  
395 A personnel folder shall be maintained by the superintendent for each full-time  
396 teacher in the school district. Said folder may contain the application for  
397 employment, college credentials, transcripts, evaluations, reports,  
398 recommendations, and correspondence pertaining to the individual's job  
399 performance.

400  
401 Beyond the above listed items and such items as benefit contracts common to all,  
402 nothing shall be placed in the personnel file without the teacher's personal  
403 knowledge. New items shall be reviewed with the teacher prior to placement in  
404 his/her folder. Such review shall be acknowledged by the teacher's signature. The  
405 superintendent shall, upon request (at least 24-hour notice), permit teachers to  
406 review the complete contents of their own personnel files and to make copies of  
407 the same, assessing them the cost of said copies.  
408

409 Personnel files may be maintained by an immediate supervisor and/or principals  
410 and shall be subject to the same rights as described herein consistent with the  
411 provisions of federal law. Personnel folders maintained by persons other than the  
412 superintendent shall be subject to the same rights as described herein.  
413

414 **ARTICLE 10 - ASSIGNMENT AND TRANSFER**  
415

416 A. The teaching staff shall be assigned to particular school buildings by the  
417 superintendent within the limits of contractual agreement. Reassignment may be  
418 made when, in the judgment of the superintendent, such reassignment or  
419 transfer is good for the school system.  
420

421 B. Notice of Subject, Grade Level, and Building Assignments  
422

423 All teachers will be given written preliminary notice of their subject, grade level,  
424 and building assignments not later than June 7. The preliminary assignment will  
425 not be changed without conferring with the affected teacher relative to the need  
426 for such change. This conference shall include the superintendent, the  
427 principal(s), and the teacher(s) involved and will consider the teacher(s)' area of  
428 competence, major or minor field of study, length of service in the particular  
429 school, impact on the children, and other relevant factors.  
430

431 All changes in grade, subject matter, or building assignment will be voluntary  
432 whenever possible. All changes will be made for sound educational reasons. A  
433 teacher being involuntarily transferred shall not be placed in a position for which  
434 he/she is not certified, except in an emergency, nor in one which involves  
435 reduction in rank or compensation. Involuntary changes will be subject to the  
436 same conference outlined above.  
437

438 All transfers and changes in assignment shall be finalized before the summer  
439 recess subject to unanticipated developments, e.g., contract termination or release  
440 and significant changes in pupil population. With the exception of voluntary  
441 transfers, vacated positions will be advertised and a concerted effort made to fill  
442 the position with a certified and suitable person from outside the school system.  
443 In no instance will a continuing staff member be transferred due to a preference of  
444 the new employee. The superintendent's decision is final.  
445

446 C. A teacher being transferred or reassigned shall be placed on an equivalent  
447 position in the teacher salary schedule. Those teachers who are off the salary  
448 schedule shall receive their last year's salary with appropriate increases.  
449

450 D. Scope of Instructional Duties  
451

452 Teachers shall not be assigned instructional duties outside the scope of their  
453 teaching certificates except in an emergency unless a waiver is granted by the  
454 New Hampshire State Department of Education.  
455

456 The Board will make every reasonable effort to insure that high school teachers  
457 will not be required to teach more than two subject areas and not make more than  
458 three preparations in such areas at the same time. Further, this provision shall not  
459 preclude the initiation of programs which may deviate from the typical high  
460 school instructional approach. Such program changes will not be implemented  
461 other than at the beginning of a school year without consultation with the teachers  
462 involved, except in cases of emergency.  
463

464 At the middle school teachers will not be required to teach more than two  
465 subjects, with the exception of teachers so qualified and so certified while  
466 teaching in a "self-contained" classroom model.  
467

468 ARTICLE 11 – TIME REQUIREMENTS  
469

470 A. As a professional each teacher is expected to devote to his/her work the time  
471 necessary to accomplish the task at hand.  
472

473 B. The Association agrees that a teacher's day is not necessarily coterminous with  
474 that of a pupil. Further, the Board has a right to establish the time of the pupils'  
475 and teachers' day. No change in the present schedule will be implemented without  
476 consultation. The present time of the respective days is as follows:  
477

478 Time of Day  
479

- |     |    |               |                    |
|-----|----|---------------|--------------------|
| 480 | 1. | Elementary    | 8:30 am to 2:50 pm |
| 481 | 2. | Middle School | 7:35 am to 2:20 pm |
| 482 | 3. | High School   | 7:35 am to 2:20 pm |
- 483

484 The only exceptions to the above are snow days, emergencies (e.g., boiler  
485 breakdown), or incidents beyond the control of the school where the starting time  
486 may be delayed or early dismissal may be granted. In general, teachers are free to  
487 act with professional discretion relative to their time of arrival at school in the  
488 morning or leaving school in the afternoon. However, it is expected that teachers  
489 will arrive at school approximately ten minutes prior to the opening of the school  
490 day and will remain in school approximately ten minutes after the close of the  
491 school day (except that on Fridays or on days preceding a holiday or vacation the

492 teachers may leave at the close of school), provided pressing student needs are  
493 accommodated.

494  
495 As part of their professional responsibilities, teachers shall with reasonable  
496 notice:

- 497  
498 1. Attend department and other professional staff meetings designed  
499 to provide meaningful professional growth or to clarify school  
500 business in general;
- 501  
502 2. Assist students with their subject problems on an after-school  
503 basis;
- 504  
505 3. Be available for conferences with parents and students relative to  
506 the educational welfare of the students. Parent conferences shall  
507 be scheduled by the teacher during the school day except at times  
508 mutually agreed upon by the teacher and parent which recognize  
509 the time constraints of both teachers and parents.

510  
511 Required department and other professional staff meetings will be limited to  
512 twenty (20) per school year, not to exceed three (3) per month, exclusive of  
513 workshop days and meetings held within the fifteen minutes before and after the  
514 school day.

515  
516 Reasonable notice, as defined herein, means no less than forty-eight (48) hours  
517 with the exception of an emergency or a meeting held within the fifteen (15)  
518 minute period following the close of the school day. Whenever practical,  
519 meetings should begin no later than fifteen (15) minutes after the close of school  
520 and run for no more than sixty (60) minutes. Notice of meetings and topics to be  
521 discussed are expected to be received by teachers at least twenty-four (24) hours  
522 before meetings.

523  
524 Required open houses shall be limited to one per year for approximately two  
525 hours in duration.

526  
527 Duty-free Lunch

528 Each teacher shall have a minimum of twenty-five minutes duty-free lunch daily  
529 or an average of thirty minutes daily on a weekly basis which shall be assigned  
530 during a student lunch period except in an emergency (one time occurrence).

531  
532 Preparation Time

533 Elementary teachers shall have preparation time for their classes with a specialist  
534 (physical education, music, etc.). Elementary principals shall consult with their  
535 respective staffs toward providing an average of thirty minutes preparation time  
536 daily. Teachers at the high school shall have one class period per day preparation

537 time. Teachers at the middle school shall have an average of one class period per  
538 day preparation time.

539  
540 Preparation time shall be used to meet the educational needs of students. Duty  
541 assignments during preparation periods may be made only in cases of emergency  
542 (one time occurrence). On a volunteer basis teachers may elect to serve as a  
543 substitute during their preparation period at a rate of 1/3 the current professional  
544 substitute rate or a minimum of \$20 per occurrence, whichever is greater.

545  
546 Every effort will be made to hire a substitute when a specialist is absent.

547  
548 **ARTICLE 12 - CALENDAR**

549  
550 Prior to the final adoption of the calendar by the School Board, the Association will be  
551 consulted after which the calendar will be attached as Appendix A.

552  
553 A workshop day may be waived by the superintendent or his/her designee for teachers  
554 who have previously fulfilled the expectations of the workshop. Approval may be given  
555 for individual alternative plans to the scheduled workshop.

556  
557 Teachers shall be employed for one hundred and eighty (180) school days and up to five  
558 (5) workshop days. In the event state law on regulations allows a lesser number of school  
559 days, teachers may be required to attend additional workshop days, but in no event more  
560 than one hundred and eighty-five (185) days.

561  
562 **ARTICLE 13 - REDUCTION IN FORCE**

563  
564 In the event the Board finds it necessary to reduce the number of teachers in the District,  
565 non-tenured teachers will be laid off first. All things being equal, following evaluation,  
566 seniority will prevail.

567  
568 Should conditions require that tenured teachers be laid off, all things being equal,  
569 following evaluation, seniority will prevail. If seniority is not the basis for the decision,  
570 the tenured teacher shall be provided with all the information that forms the basis for the  
571 lay off.

572  
573 All layoffs shall be in accordance with state laws and within the following classifications:  
574 (1) elementary, (2) middle school (by subject area, when appropriate), (3) high school (by  
575 subject area), (4) specialists (by area of specialty).

576  
577 A specialist is one who holds a certified position covered by this agreement, and is other  
578 than a classroom teacher.

579  
580 Any teacher laid off because of a reduction in staff shall have a letter placed in his/her  
581 personnel file stating that said teacher was not offered a new contract because of  
582 reduction in staff. Such information shall also be contained in any request for

583 recommendation. Any teacher affected shall be notified in writing within a week of the  
584 vote by the Board. Any teacher so affected shall have the right to appeal to the Board  
585 within ten (10) days of said notification and may follow the procedures established by  
586 state law (New Hampshire RSA 189:14-a and -b).

587  
588 When teaching positions become available, within the classification(s) teacher was laid  
589 off, laid off teachers shall be reinstated in inverse order to their being laid off if, at the  
590 time of their reinstatement, they are certified. Recall rights shall be listed as follows:  
591

- 592 a. They shall exist for one (1) school year following the school year in which  
593 the layoff notice is received, or until a position is refused, whichever  
594 comes first.
- 595 b. The laid off teachers(s) shall maintain an up-to-date record with the school  
596 department as to where he/she can be notified of a recall.
- 597 c. Teachers must accept a recall within ten (10) days after notification or be  
598 deemed to have waived such rights.
- 599 d. Upon return, a recalled teacher shall be placed on their appropriate step on  
600 the salary schedule; and all benefits to which the teacher was entitled prior  
601 to the Reduction In Force, including unused accrued sick leave, will be  
602 returned.

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606  
607 **ARTICLE 14 - SALARIES**

608  
609 **A. General**

610 According to years taught, each and every teacher employed by the  
611 District shall be placed on his/her proper salary step and degree track.

612  
613  
614 **B. Salary Schedule**

615  
616  
617 The salary schedule for teachers covered by this agreement is set forth in  
618 Appendix B.

619  
620 **C. Experience Increment**

621  
622 Subject to Article 7, the District shall increase the annual salary paid to a teacher  
623 each year by the applicable salary schedule in Appendix B, provided the teacher  
624 worked more than half of the 185 teacher work days during his/her prior year of  
625 employment with the District.

626  
627 Experience increments shall not be payable after expiration of this Agreement as  
628 part of any obligation to maintain status quo.

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D. Education Increment

1. The course credit hours that a teacher uses to qualify for an education increment must be earned in graduate-level courses in which the teacher received a passing grade. Other courses, such as staff development activities and undergraduate-level courses, will not qualify a teacher for education increments. Written intent to change level of advanced education must be made prior to January 1 of the year prior to the education level change. Exceptions will be made for new hires if they attain the required credits or degree during their first year of employment.
2. Teachers, who are off the salary schedule and qualify to move across to a higher education track, will receive 3% of the base salary for that year's schedule in addition to their appropriate salary.

E. All professional employees will be paid on a biweekly basis with the option of selecting a twenty-two (22) payment plan or a twenty-six (26) payment plan. Employees choosing the twenty-two (22) payment plan must notify the superintendent's office no later than April 30 of the preceding school year. In the event that an employee selects a twenty-six (26) payment plan, the last check in June will include payments for July and August. All deductions for uncompensated absences shall be made at the rate of 1/185th of the annual salary for each absence.

F. When a pay period falls during a school vacation, teachers shall receive their checks on the last working day prior to vacation.

G. Deductions from paychecks will include the following where applicable: teacher retirement (membership compulsory), social security, withholding tax, health insurance premiums, life insurance premiums, credit union payments, professional dues, and annuity deductions which must be authorized in writing by the employee.

H. The nature and amount of any payment other than the normal contracted teacher's salary shall be reported to the teacher upon such payment.

I. To avoid lapse of benefits, all monies deducted from teachers' paychecks shall immediately be forwarded to designated recipients. Such monies are definable as insurance, retirement, credit union, etc.

J. Teachers who transport students and conduct school business while using their own vehicles with prior approval of the superintendent or his/her designee shall be compensated for such use at the current IRS mileage rate. The Board will provide "excess limits" liability coverage guaranteeing employee access to the District's liability limits over the liability limits of their own policies when

675 authorized use of their own vehicle is being made for school business. Nothing in  
676 this article suggests that teachers are required to use their vehicles for  
677 transportation of students.  
678

- 679 K. Any member of this Unit employed by the school department required to work  
680 beyond his/her contracted number of days shall be paid at the per-diem rate of not  
681 less than 1/185th of his/her current step and track placement for the school year  
682 following the extra work.  
683

684 **ARTICLE 15 - EXTRACURRICULAR ACTIVITIES**  
685

- 686 A. The Board recognizes the importance of sound extracurricular activities.  
687 Supervisors of board-approved activities will be compensated according to the  
688 schedule set forth in Appendix C. Stipends for extracurricular activities shall be  
689 excluded from the calculation of teachers' salaries under Article 14. Those  
690 continuing coaches whose stipends are higher than the stipend set forth in  
691 Appendix C for the 2005-2006 school year will receive their current stipend with  
692 a 3% increase for the 2005-2006 school year. The stipend increase will continue  
693 to be 3% for the duration of the contract.  
694
- 695 B. Placement of a position in Appendix C of this agreement does not require the  
696 Board to sponsor the activity/sport consistent with School Board policy.  
697
- 698 C. All openings will be adequately publicized in every school, and all teachers shall  
699 be given adequate opportunity to make an application for such positions. If an  
700 opening occurs during the summer, posting shall include notification to the  
701 president of the Association. The best-qualified person will be sought, with  
702 preference given to regular staff employees. Staff members interested in  
703 vacancies which occur may submit an application at any time to be placed on file.  
704
- 705 D. Contracts shall be continued for satisfactory performance. Evaluations will be  
706 conducted by the superintendent or his/her designee. Typically, this shall include  
707 the principal and athletic director.  
708
- 709 E. Contracts shall be issued at least one month prior to the beginning of the activity  
710 start date.  
711
- 712 F. Whenever new categories shall be recognized by the Board, such new activities  
713 shall be placed in the correct position for compensation outlined in Appendix C  
714 The Association shall be consulted whenever a new position does not fit into the  
715 previously outlined categories. The Board reserves the right to recognize a new  
716 activity supported on a volunteer basis.  
717
- 718 G. The District liability insurance policy regarding activities will be provided at each  
719 school office.  
720

721 H. No positions on Appendix C will be responsible for fund raising as a condition of  
722 employment.

723  
724 I. No positions on Appendix C will be required to use their own vehicles to provide  
725 transportation for participants in extracurricular activities, nor will they be  
726 required to drive vehicles to an extracurricular activity.

727

728 ARTICLE 16 - INSURANCE

729

730 A. Health Insurance

731

732 1. The District shall offer to employees an Anthem Blue Cross Blue Shield  
733 administered health insurance plan, or the equivalent, with million dollar major  
734 medical coverage. If an employee chooses to participate in the health insurance  
735 plan offered by the District, the District shall pay the following percentages of the  
736 premium for single, two-person or family coverage:

737

738 a. HMO

	<u>Single</u>	<u>2-Person or Family</u>
739 2005-2006	100%	90%
740 2006-2007	99%	89%
741 2007-2008	99%	89%
742 2008-2009	98%	88%
743 2009-2010	98%	88%

744

745  
746 2. An employee who chooses not to participate in the Health Insurance plan will  
747 receive one thousand seven hundred fifty dollars (\$1750) at the end of the school  
748 year.

749

750 3. An employee who wishes to remain in the Point-of-Service plan may continue to  
751 do so with the difference between the Point-of-Service premium and district paid  
752 HMO premium being paid by the employee.

753

754 B. Dental Insurance

755

756 The District shall pay 95% of the premium for individual or two-person dental  
757 insurance coverage under Delta Dental Plan C, or the equivalent.

758

759 An employee has the option of purchasing family dental insurance under Delta  
760 Dental Plan C or equivalent at his or her own expense by paying the difference  
761 between the current District paid two-person premium and current family  
762 insurance premium.

763

764 C. Life Insurance

765

766 The Board will provide a life insurance policy for all teachers equal to the  
767 teacher's annual salary.

768  
769 D. Liability Insurance

770 The Board will provide \$1,000,000 liability insurance coverage for each teacher.  
771

772  
773 E. Disability Insurance

774 The Board will provide long term disability for teachers beginning on the  
775 ninety-first (91) day of continuous disability at two-thirds of contracted salary.  
776

777  
778 ARTICLE 17 - TUITION/COURSE REIMBURSEMENT/STAFF DEVELOPMENT

779  
780 The Board and the Association recognize the need for continued staff training and  
781 retraining as part of a viable professional growth program.

782  
783 A. Course Reimbursement

784  
785 The Board shall reimburse teachers at the resident rate currently in effect at the  
786 University of New Hampshire, up to a maximum of two courses in any one school  
787 year. The courses(s) must be completed with a grade of B or better and have been  
788 approved in advance by the superintendent of schools or his/her designee.  
789 Teachers earning credit during the summer shall be reimbursed in September only  
790 if they continue in the employ of the District. Courses taken during the school  
791 year will be prepaid by the Board. (Prepayment will not apply to summer  
792 courses.) Teachers who have prepaid courses will provide the District with  
793 satisfactory course results. The Board may require a teacher to sign authority to  
794 withhold the prepaid amount if satisfactory course results are not turned in prior  
795 to the last check in June.

796  
797 B. Staff Development/College Credits

- 798  
799 1. Each teacher shall complete seventy-five (75) hours of staff development  
800 within a three (3) year period. Staff Development hours must be in  
801 agreement with the procedures set forth in the SAU 56 Staff Development  
802 Master Plan.  
803  
804 2. By September 15 of each school year, each teacher shall be notified in  
805 writing of their accumulated and accepted staff development hours.  
806

807 C. Conferences and Workshops

808  
809 The Board recognizes that conferences and workshops are valuable professional growth  
810 activities. Teachers who desire to participate in this form of professional growth will  
811 receive reimbursement on a case-by-case basis using the following guidelines.

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1. In general, a professional growth activity is considered appropriate if it goes beyond that which is expected for regular curriculum preparation and regular committee work and if it meets any of the following conditions:
  - a. The activity meets objectives identified in the professional growth plan.
  - b. The activity is sponsored or approved by the Human Resource Council or the Building Level Council.
  - c. The activity must be mutually beneficial to the individual and the School District.
  - d. The activity is directly related to classroom plans, and/or School District plans.
2. The activity must be relevant to the professional's present position unless the professional is working toward a change in position as mutually agreed upon by the professional and the superintendent.
3. The maximum amount of funds available to an individual teacher shall be \$500. With a distribution formula as agreed below:

Funds Distribution Formula

- 2 courses and up to \$250 for conferences & workshops
- 1 course and up to \$350 for conferences & workshops
- 0 course and up to \$500 for conferences & workshops

ARTICLE 18 - TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. Each teacher shall be granted fifteen (15) days, cumulative to 150 days, for personal illness or illness in the immediate family.
2. Special and unusual circumstances will be considered by the Board to extend sick leave benefits beyond 150 days. A physician's certification of continued disability may be required after the fifth consecutive day of illness. Any teacher on sick leave is entitled to all benefits of any other contracted teacher.
3. By September 15 of each school year each teacher shall receive from the superintendent's office a report of sick leave stating the number of sick days accumulated as of September 1 of each year.

- 858 4. A teacher who has vacated a position due to long-term illness will receive  
859 priority in filling that vacancy provided the teacher submits a medical  
860 release attesting to the teacher's ability to perform his/her duties.  
861

862 B. Sick Bank

863 1. All employees covered by this Agreement may volunteer to participate in  
864 the sick bank. Employees who wish to participate in the sick bank must notify the  
865 superintendent and the president of the Association no later than September 15 of the  
866 school year in which they wish to begin participating in the sick bank. Once an  
867 employee notifies the superintendent and the president of the Association in writing that  
868 he or she wishes to participate in the sick bank, the employee shall be deemed to continue  
869 to participate in the sick bank each school year unless and until the employee notifies the  
870 superintendent and the president of the Association in writing no later than September 15  
871 that he or she is withdrawing from participation in the sick bank beginning that school  
872 year.  
873

874 2. Employees who participate in the sick bank shall contribute at least two  
875 sick leave days per employee per year until the sick bank reaches at least 150 days. If at  
876 any time, the sick bank reaches the level of 44 days, the sick bank board will solicit  
877 voluntary donations of additional days.  
878

879 3. Employees who participate in the sick bank for a school year may apply to  
880 the sick bank in writing for sick bank days during that school year. The sick bank is  
881 available only for the personal illness or disability of a participating employee.  
882 Participating employees are eligible to apply for days from the sick bank after an illness  
883 or disability of at least 15 calendar days, provided that the participating employee first  
884 has exhausted all of his or her accrued sick leave. The application must include a  
885 statement requesting authorization to draw days from the sick bank and satisfactory  
886 medical evidence of the employee's illness and estimated duration of inability to work.  
887

888 4. The maximum number of days that an employee may draw from a sick  
889 bank in any one school year shall equal 90 days.  
890

891 5. The sick bank will be supervised by a sick bank board, which shall consist  
892 of the superintendent, a member of the School Board, the president of the Association,  
893 and two representatives elected by the Association's membership. All decisions of the  
894 sick bank board will be final and binding.  
895

896 6. The School District will maintain sick bank records and provide the sick  
897 bank board with an annual report by October 30 each year.  
898

- 899 7. Article 18(B) shall not be subject to the grievance process.

900 C. Personal Leave  
901

- 902 1. Subject to the limitations herein, and upon written notification received by  
903 the superintendent or the superintendent's designee, at least seventy-two  
904 (72) hours prior to commencement of such leave, a teacher may receive  
905 with full pay two (2) days personal leave each school year to attend to the  
906 teacher's personal, family or business affairs.  
907  
908 2. No more than three (3) teachers (except when the superintendent or the  
909 superintendent's designee authorizes more) per school day may be  
910 authorized personal leave.  
911  
912 3. The first three (3) teachers to submit to the superintendent or the  
913 superintendent's designee written notification of personal leave for any  
914 school day shall be granted such leave.  
915

916 D. Emergency Leave  
917

- 918 1. Teachers may receive with full pay three (3) days of emergency leave.  
919 Said leave will be taken for purposes which could not be reasonably  
920 accomplished on other than a school day.  
921  
922 2. Emergency leave shall require the prior approval of the superintendent or  
923 the superintendent's designee. In cases where the reasons are of a highly  
924 personal nature, prior notification shall be given, indicating that the  
925 reasons are private with only such justifications as is necessary to provide  
926 the superintendent or the superintendent's designee with adequate cause  
927 for granting the leave.  
928  
929 3. All leave requests shall be made in writing. Non-scheduled emergency  
930 leave shall be supported in writing as soon after the fact as possible. The  
931 superintendent or the superintendent's designee is obligated to respond in  
932 writing identifying support or denial upon receipt of the request.  
933

934 E. Bereavement Leave  
935

936 Each professional employee may be granted up to five (5) days leave of absence  
937 due to death in the immediate family of the professional employee. Bereavement  
938 leave may be extended beyond five (5) days upon application to the  
939 superintendent of schools.  
940

941 F. Other Leave  
942

943 1. Jury Duty/Serving as a Witness  
944

945 Teachers on jury duty or summoned as a witness in a local, state or federal  
946 court will be compensated equal to the difference between court

947 reimbursement and their per-diem (1/185) rate without loss of benefits or  
948 salary status.

949  
950 2. Military Reserve Duty  
951 Teachers called into active military duty shall be governed by provisions  
952 of federal law.

953  
954 3. Good Cause  
955  
956 Other temporary leaves of absence without pay may be granted by the  
957 Board.

958  
959 4. Notification  
960  
961 Teachers will notify the superintendent of schools in writing for requests  
962 for temporary leaves of absence, in this section C, at least two weeks  
963 before said leave commences. When appropriate, said leave will not be  
964 granted until approved by the Board at its next scheduled meeting.

965  
966 Teachers granted leaves without pay will return to the same position and  
967 building unless transferred under the provisions of Article 10.

968  
969 G. Association of Members' Professional Leave

970  
971 1. The Association president or designee shall, upon prior notification of the  
972 school principal, be granted three (3) days leave per year, non-cumulative,  
973 for the purpose of conducting Association business within the  
974 Somersworth School District or before a meeting of a state or federal  
975 body.

976  
977 2. Up to two Association delegates to the New Hampshire Association  
978 Assembly of Delegates shall, upon prior notification to their school  
979 principal, be granted three (3) days of leave per year, non-cumulative, for  
980 the purpose of attending meetings of said assembly of delegates.

981  
982 3. The Association agrees to provide full payment for such substitute  
983 teachers as may be required to assume the duties of those teachers granted  
984 leave according to the above procedure.

985  
986 ARTICLE 19 - EXTENDED LEAVES OF ABSENCE

987  
988 A. Childbearing/rearing Leave

989  
990 Child care leave of up to one (1) year, for either natural or adoptive parents, shall  
991 be granted without pay to teachers upon written request for such leave.  
992 Notification of the intent to take such leave shall be made to the superintendent at

993 least thirty (30) days prior to the date on which the leave is to begin, except in  
994 cases of emergency. Child care leave notification shall also include the expected  
995 termination date of such leave. At the conclusion of the leave, the teacher shall  
996 return to the same position held prior to leave unless transferred under the  
997 provision of Article 10.

998  
999 B. Sabbatical

1000 1. Teachers who have been employed for three (3) consecutive years by the  
1001 Board may be granted a leave for professional improvement for up to one  
1002 (1) year. It is agreed that professional improvement includes but it not  
1003 limited to: attending a college, university or other educational institution,  
1004 travel which will improve the teacher's ability to teach, or serving as an  
1005 officer in the Association, the New Hampshire Education Association, or  
1006 the National Education Association.

1007  
1008 2. Requests for said leave must be received by the superintendent in writing  
1009 in such form as may be mutually agreed on by the Association and the  
1010 superintendent, no later than March 30 and such action must be taken on  
1011 all such requests no later than April 15 of the school year preceding the  
1012 school year for which the leave is requested.

1013  
1014 3. During said leave the teacher shall not be paid and the Board shall not be  
1015 held liable for death or injuries sustained by any teacher on leave.  
1016 Whenever possible, the teacher on leave shall be reemployed in the  
1017 position he/she held prior to leave. When not possible, he/she shall be  
1018 employed according to the provisions of Article 19-A. Upon return, he/she  
1019 shall be advanced to the appropriate step on the salary schedule.

1020  
1021 C. General Provisions Concerning Leaves of Absence

1022  
1023 1. All persons on leave of absence shall notify the superintendent in writing  
1024 by March 1 of their intent to return to work at the start of the following  
1025 year in order to qualify for assignment to a position the following school  
1026 year.

1027  
1028 2. Leaves of absence may be extended by the Board. All requests for  
1029 extension or renewals of leaves will be applied for and granted in writing.  
1030 Such requests shall be made prior to March 1.

1031  
1032 3. All benefits to which a teacher was entitled at the time the leave of  
1033 absence commenced, including accrued sick leave, will be restored to that  
1034 teacher upon return. Whenever the teacher has been employed ninety-one  
1035 (91) or more days in a school year that teacher shall be moved to the  
1036 appropriate step on or off the salary schedule.

1038 4. While on leave any teacher may opt to continue his/her benefits under  
1039 Article 16 (Insurance) of this Agreement. Continuation is contingent upon  
1040 the individual teacher's payment of premiums to the District and the  
1041 insurance carrier's policies regarding such matters.

1042  
1043 D. Sick Day Buy-back  
1044 Upon leaving the District after ten (10) years of service a teacher shall be  
1045 reimbursed at the current rate of the professional substitute's pay for each day of  
1046 unused accumulated sick leave. Payment will be made in July of the succeeding  
1047 fiscal (budget) year.

1048  
1049 ARTICLE 20 - RETIREMENT PLAN

1050  
1051 A. Minimum Experience and Eligibility  
1052  
1053 Personnel covered by this agreement are those teachers who have a combined age  
1054 and years of service to the district equal to at least seventy (70).

1055  
1056 B. Notice of Intent  
1057  
1058 Notice of one's intention to retire under this plan must be submitted in writing to  
1059 the Superintendent of Schools no later than December 1 of the last full year of  
1060 full-time employment. This is limited to a maximum of three (3) teachers per  
1061 fiscal year. Up to three (3) requests for early retirement per year shall be  
1062 approved by the School Board, although more than three (3) requests may be  
1063 granted at the discretion of the Board. Those teachers with the greatest seniority  
1064 will be given first consideration. If a teacher is not granted early retirement for the  
1065 year of initial request and he/she applies, that teacher will retain an advantage  
1066 over any teacher requesting early retirement at a later date.

1067  
1068 C. Formula for Incentive Pay  
1069  
1070 The payment shall equal 1% of the employee's salary times the number of years  
1071 that the employee served as a teacher in the Somersworth School District  
1072 immediately prior to retirement. However, in no event shall the School District  
1073 pay more than 30% of an employee's last salary under this provision. "Last  
1074 salary" for the purposes of this article shall mean the salary that a teacher is  
1075 contracted to be paid as set forth in the employee's individual contract with the  
1076 Somersworth School Board during the last year of employment.

1077  
1078 The individual will receive a single payment to be made by July 30 following the  
1079 date of retirement.

1080  
1081 D. Insurance Benefit  
1082

1083 For those teachers employed by the District prior to July 1, 2005, who are at least  
1084 55 years of age at the date of retirement, the district will continue to provide  
1085 single coverage medical insurance until the retiree qualifies for medicare benefits.  
1086 Retirees will be allowed to purchase 2 person and family coverage at their own  
1087 expense. Teachers who retire early and choose not to be part of the school district  
1088 insurance plan shall be eligible for the \$1,500 insurance buy-back benefit on an  
1089 annual basis.

1091 Teachers whose employment begins after July 1, 2005 are not eligible for the  
1092 insurance benefit in this article.

1093  
1094 For those teachers who retire prior to age 55, the district will pay the teacher  
1095 \$1,500 each year until the teacher qualifies for medicare benefits. The teacher  
1096 may choose to apply this money to a health insurance plan.

1097  
1098 Benefits provided under this plan shall not be paid to the estate of a retired  
1099 teacher nor to the spouse of a retired teacher.

1100  
1101 E. Retirement

1102  
1103 Upon retirement, each teacher will receive 10% of their last year's salary.  
1104 providing they have twenty (20) years of service in the District.

1105  
1106 Teachers who are between the ages of 55 and 60 may choose either this provision  
1107 or the benefits of Article A-D.

1108  
1109 F. General Provisions

1110  
1111 When a person retires the benefits granted at the time of retirement will remain  
1112 intact. If any benefits increase, retirees may obtain said benefit(s) at their own  
1113 expense.

1114  
1115 G. Retired teachers may elect to purchase dental insurance at their own expense.  
1116

1117 **ARTICLE 21 - DUES DEDUCTIONS**

1118  
1119 A. The Board agrees to deduct from the salaries of its employees dues for the  
1120 Association, the New Hampshire Education Association and its affiliates, the  
1121 National Education Association, as said teachers individually and voluntarily  
1122 authorize the Board to deduct and transmit the monies monthly to the Association.  
1123

1124 Teachers requesting dues deductions shall do so on forms approved by the  
1125 superintendent of schools. Such deductions may be made in a lump sum or  
1126 prorated up to twenty (20) paychecks, but in no cases will deductions for a given  
1127 year be initiated after November 1 of that year. Arrangements for processing shall  
1128 be made through the superintendent.

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**B. EQUALIZATION OF SERVICES/FEES**

Any employee covered under this agreement shall share the cost of Association expenses incurred for the services of the SAE, NHEA or NEA including but not limited to representation for grievances, mediation, hearings with administration or its representatives. For SAE members these services are part of membership benefits and as such are paid from association dues. Non-members of the Association will, through payroll deductions, contribute 25% of the cost of full membership dues to cover such expenses. These deductions shall be made in a lump sum or prorated up to twenty (20) paychecks coinciding with the SAE deductions. These fees do not constitute membership in the SAE, NHEA or NEA.

**ARTICLE 22 - SPECIAL UNIFORMS**

The Board agrees to furnish a minimum of three uniforms annually to personnel who teach vocational industrial arts, science, and art. Personnel will receive their uniforms prior to the opening of school and will return the uniforms at the close of the school year. Personnel may have a choice of either a laboratory coat or uniform.

**ARTICLE 23 - MISCELLANEOUS**

**A. Notice of Board Meetings**

The notice of, agenda, and school board minutes for any regular Board meetings shall be given to the president of the Somersworth Association of Educators and any other teachers personally involved in the meeting, when the school board is notified, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

A complete book of policies of the Somersworth School District shall be given to the president of the Association as shall written copies of all additions, deletions, or revisions.

**B. Worker's Compensation**

All teachers in the Somersworth School District shall be covered by Worker's Compensation.

**ARTICLE 24 - RELEASED TIME**

The Board and Association recognize the importance of released time for teachers for curriculum work, attendance at workshops, accountability testing development, staff development, staff development programs, parent/teacher conferences, teacher

1174 preparation, and other worthwhile programs. In recognition of the above the Board will  
1175 make every effort to provide a release time program for teachers.

1176  
1177 **ARTICLE 25 - DURATION AND RENEWAL**

1178  
1179 The provisions of this Agreement will be effective as of July 1, 2005, except as otherwise  
1180 herein provided, and will continue and remain in full force and effect until June 30, 2010,  
1181 and will thereafter automatically renew themselves for successive terms of one (1) year  
1182 each, unless either the Board or the Association gives written notice to the other by  
1183 September 15 that it desires to modify or terminate this Agreement. The terms and  
1184 conditions of this Agreement shall not be superseded by the terms of individual contracts.

1185  
1186 **ARTICLE 26 - EXPENDITURE OF PUBLIC FUNDS**

1187  
1188 Any section of the Agreement which requires the expenditure of public funds for its  
1189 implementation shall not be binding unless and until the necessary appropriations have  
1190 been made by the city council. In the event of a budget cut, the Board shall make every  
1191 effort to promote and secure the funds necessary to implement the Agreement. If such  
1192 funds are not forthcoming, the Association and the Board shall resume negotiations in  
1193 accordance with RSA 273 A.

1194  
1195 **ARTICLE 27 – SAFETY**

- 1196  
1197 1. The Board agrees to maintain a safe work environment.  
1198  
1199 2. Teachers with concerns about a safe work environment will notify administration  
1200 first, then the School Board, if necessary.  
1201  
1202 3. Administration and/or the School Board will make reasonable efforts to address  
1203 the employee’s concerns and rectify as necessary in a timely fashion.  
1204  
1205 4. The District affirms it will carry Worker’s Compensation and Liability Insurance.  
1206 In the event a teacher is injured while intervening in a student altercation, the  
1207 teacher may appeal to the superintendent for restoration of sick days attendant to  
1208 that altercation. The decision of the superintendent may be appealed to the  
1209 School Board. The decision of the School Board is final.

1210  
1211  
1212 **SOMERSWORTH ASSOCIATION OF EDUCATORS SOMERSWORTH SCHOOL DISTRICT**

1213  
1214  
1215 By \_\_\_\_\_ By \_\_\_\_\_  
1216 SAE Spokesperson School Board Spokesperson

1217  
1218 Date: \_\_\_\_\_ Date: \_\_\_\_\_

1219

1220

1221 By: \_\_\_\_\_

SAE President

1222

1223

1224 Date: \_\_\_\_\_

By: \_\_\_\_\_

School Board Chairperson

Date: \_\_\_\_\_

APPENDIX A - CALENDAR

[TO BE ATTACHED]

APPENDIX B - SALARY SCHEDULES

Salary Schedule for 2005-2006					
<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>B+30/M</b>	<b>M+15</b>	<b>M+30</b>
1	27,850	28,686	29,521	30,357	31,192
2	28,825	29,660	30,496	31,331	32,167
3	29,800	30,635	31,471	32,306	33,142
4	30,774	31,610	32,445	33,281	34,116
5	31,749	32,585	33,420	34,256	35,091
6	32,724	33,559	34,395	35,230	36,066
7	33,699	34,534	35,370	36,205	37,041
8	34,673	35,509	36,344	37,180	38,015
9	35,648	36,484	37,319	38,155	38,990
10	36,623	37,458	38,294	39,129	39,965
11	37,598	38,433	39,269	40,104	40,940
12	38,572	39,408	40,243	41,079	41,914
13	39,547	40,383	41,218	42,054	42,889
14	40,522	41,357	42,193	43,028	43,864
15	41,497	42,332	43,168	44,003	44,839
16	42,471	43,307	44,142	44,978	45,813
17	43,446	44,282	45,117	45,953	46,788
18	44,421	45,256	46,092	46,927	47,763
19	45,396	46,231	47,067	47,902	48,738
20	46,370	47,206	48,041	48,877	49,712
Off-schedule Raise = \$925					

Note: **Off-schedule raises** are needed because SAE didn't have a salary schedule before the 2005-2010 contract. A teacher receives the off-schedule raise if their current pay rate is higher than the schedule pay rate.

Salary Schedule for 2006-2007					
<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>B+30/M</b>	<b>M+15</b>	<b>M+30</b>
1	28,686	29,546	30,407	31,267	32,128
2	29,689	30,550	31,411	32,271	33,132
3	30,693	31,554	32,415	33,275	34,136
4	31,697	32,558	33,419	34,279	35,140
5	32,701	33,562	34,423	35,283	36,144
6	33,705	34,566	35,427	36,287	37,148
7	34,709	35,570	36,431	37,291	38,152
8	35,713	36,574	37,435	38,295	39,156
9	36,717	37,578	38,439	39,299	40,160
10	37,721	38,582	39,443	40,303	41,164
11	38,725	39,586	40,447	41,307	42,168
12	39,729	40,590	41,451	42,311	43,172
13	40,733	41,594	42,455	43,315	44,176
14	41,737	42,598	43,459	44,319	45,180
15	42,741	43,602	44,463	45,323	46,184
16	43,745	44,606	45,467	46,327	47,188
17	44,749	45,610	46,471	47,331	48,192
18	45,753	46,614	47,475	48,335	49,196
19	46,757	47,618	48,478	49,339	50,200
20	47,761	48,622	49,482	50,343	51,204

Off-schedule Raise = \$950 (see note above)

Salary Schedule for 2007-2008					
<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>B+30/M</b>	<b>M+15</b>	<b>M+30</b>
1	29,546	30,432	31,319	32,205	33,092
2	30,580	31,467	32,353	33,239	34,126
3	31,614	32,501	33,387	34,273	35,160
4	32,648	33,535	34,421	35,308	36,194
5	33,683	34,569	35,455	36,342	37,228
6	34,717	35,603	36,489	37,376	38,262
7	35,751	36,637	37,524	38,410	39,296
8	36,785	37,671	38,558	39,444	40,330
9	37,819	38,705	39,592	40,478	41,364
10	38,853	39,739	40,626	41,512	42,399
11	39,887	40,774	41,660	42,546	43,433
12	40,921	41,808	42,694	43,580	44,467
13	41,955	42,842	43,728	44,615	45,501
14	42,990	43,876	44,762	45,649	46,535
15	44,024	44,910	45,796	46,683	47,569
16	45,058	45,944	46,831	47,717	48,603
17	46,092	46,978	47,865	48,751	49,637
18	47,126	48,012	48,899	49,785	50,672
19	48,160	49,046	49,933	50,819	51,706
20	49,194	50,081	50,967	51,853	52,740
Off-schedule Raise = \$975 (see note above)					

Salary Schedule for 2008-2009					
<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>B+30/M</b>	<b>M+15</b>	<b>M+30</b>
1	30,432	31,345	32,258	33,171	34,084
2	31,498	32,384	33,270	34,157	35,043
3	32,563	33,449	34,335	35,222	36,108
4	33,628	34,514	35,401	36,287	37,173
5	34,693	35,579	36,466	37,352	38,239
6	35,758	36,645	37,531	38,417	39,304
7	36,823	37,710	38,596	39,482	40,369
8	37,888	38,775	39,661	40,548	41,434
9	38,954	39,840	40,726	41,613	42,499
10	40,019	40,905	41,791	42,678	43,564
11	41,084	41,970	42,857	43,743	44,629
12	42,149	43,035	43,922	44,808	45,694
13	43,214	44,100	44,987	45,873	46,760
14	44,279	45,166	46,052	46,938	47,825
15	45,344	46,231	47,117	48,003	48,890
16	46,409	47,296	48,182	49,069	49,955
17	47,475	48,361	49,247	50,134	51,020
18	48,540	49,426	50,313	51,199	52,085
19	49,605	50,491	51,378	52,264	53,150
20	50,670	51,556	52,443	53,329	54,216
Off-schedule Raise = \$1000 (see note above)					

Salary Schedule for 2009-2010					
<b>Steps</b>	<b>B</b>	<b>B+15</b>	<b>B+30/M</b>	<b>M+15</b>	<b>M+30</b>
1	31,345	32,285	33,226	34,166	35,107
2	32,442	33,329	34,215	35,102	35,988
3	33,539	34,426	35,312	36,199	37,085
4	34,636	35,523	36,409	37,296	38,182
5	35,733	36,620	37,507	38,393	39,279
6	36,830	37,717	38,604	39,490	40,376
7	37,927	28,814	39,701	40,587	41,473
8	39,024	39,911	40,798	41,684	42,571
9	40,122	41,009	41,895	42,781	43,668
10	41,219	42,106	42,992	43,878	44,765
11	42,316	43,203	44,089	44,975	45,862
12	43,413	44,300	45,186	46,073	46,959
13	44,510	45,397	46,283	47,170	48,056
14	45,607	46,494	47,380	48,267	49,153
15	46,704	47,591	48,477	49,364	50,250
16	47,801	48,688	49,575	50,461	51,347
17	48,898	49,785	50,672	51,558	52,444
18	49,995	50,882	51,769	52,655	53,541
19	51,092	51,979	52,866	53,752	54,639
20	52,189	53,077	53,963	54,849	55,736
Off-schedule Raise = \$1000 (see note above)					

APPENDIX C - STIPENDS FOR EXTRACURRICULAR  
COACHES/ADVISORS

Activity/Position	2005-06	2006-07	2007-08	2008-09	2009-10
<b>HIGH SCHOOL</b>					
Football - Varsity	3,878	3,994	4,114	4,238	4,365
Football - Assistant	2,908	2,995	3,085	3,178	3,273
Football - Assistant	2,908	2,995	3,085	3,178	3,273
Football - Freshman	2,327	2,397	2,469	2,543	2,619
Basketball - Varsity	3,552	3,659	3,768	3,881	3,998
Basketball - Junior Varsity	2,664	2,744	2,826	2,911	2,998
Basketball - Freshman	2,131	2,195	2,261	2,329	2,398
Soccer - Varsity	2,473	2,547	2,624	2,702	2,783
Soccer - Junior Varsity	1,855	1,911	1,968	2,027	2,088
Field Hockey - Varsity	2,473	2,547	2,624	2,702	2,783
Field Hockey - Junior Varsity	1,855	1,911	1,968	2,027	2,088
Volleyball - Varsity	2,473	2,547	2,624	2,702	2,783
Volleyball - Junior Varsity	1,855	1,911	1,968	2,027	2,088
Ice Hockey - Varsity	3,552	3,659	3,768	3,881	3,998
Ice Hockey - Junior Varsity	2,664	2,744	2,826	2,911	2,998
Baseball - Varsity	2,473	2,547	2,624	2,702	2,783
Baseball - Junior Varsity	1,855	1,911	1,968	2,027	2,088
Softball - Varsity	2,473	2,547	2,624	2,702	2,783
Softball - Junior Varsity	1,855	1,911	1,968	2,027	2,088
Track - Varsity	2,473	2,547	2,624	2,702	2,783
Track - Assistant	1,855	1,911	1,968	2,027	2,088
Indoor Track - Varsity	2,473	2,547	2,624	2,702	2,783
Tennis - Varsity	1,821	1,876	1,932	1,990	2,050
Spirit - Fall	885	912	939	967	996
Spirit - Winter	1,224	1,261	1,299	1,337	1,378

Golf - Varsity	2,473	2,547	2,624	2,702	2,783
Lacrosse - Varsity	2,473	2,547	2,624	2,702	2,783
Lacrosse - Junior Varsity	1,855	1,911	1,968	2,027	2,088
Class Advisor	1,041	1,072	1,104	1,138	1,172
Student Council	1,136	1,170	1,205	1,241	1,279
Drama	1,892	1,949	2,007	2,067	2,129
Yearbook	2,069	2,131	2,195	2,261	2,329
Marching Band	2,270	2,338	2,408	2,480	2,555
Math Team	1,041	1,072	1,104	1,138	1,172
Newspaper	1,041	1,072	1,104	1,138	1,172

MIDDLE SCHOOL

2005-06 2006-07 2007-08 2008-09 2009-10

Basketball - A Team	1,776	1,829	1,884	1,941	1,999
Basketball - B Team	1,776	1,829	1,884	1,941	1,999
Soccer	1,237	1,274	1,312	1,352	1,392
Field Hockey	1,237	1,274	1,312	1,352	1,392
Volleyball	1,237	1,274	1,312	1,352	1,392
Track - Head Coach	1,237	1,274	1,312	1,352	1,392
Track - Assistant Coach	927	955	983	1,013	1,043
Student Council	1,136	1,170	1,205	1,241	1,279
Drama	946	974	1,004	1,034	1,065
Yearbook	1,035	1,066	1,098	1,131	1,165

## APPENDIX D - NURSES

Nurses shall be placed on the appropriate teacher's salary schedule provided they have earned at least a Bachelor's Degree. Nurses who have less than a Bachelor's Degree will receive 95% of their appropriate step on the Bachelor's scale.