

ALLENSTOWN SCHOOL DISTRICT

MASTER AGREEMENT

between the

ALLENSTOWN TEACHERS ASSOCIATION

and the

ALLENSTOWN SCHOOL BOARD

JULY 1, 2023 – JUNE 30, 2026

Approved: March 14, 2023

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ARTICLE I
RECOGNITION

The Board agrees to recognize the Association as the exclusive collective bargaining agent for the certified permanent and temporary full-time and part-time teachers, nurses, media generalists, guidance counselors, reading specialists, speech and language pathologists, and interventionists paid through district funds, who have been issued a standard teaching contract by the District for the duration of this contract. This provision shall not prevent the Board nor the Administration from communicating or consulting with any individual teacher, group of teachers or guidance counselors for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any certified personnel from appearing before the Board on matters relating to his/her employment by the School District.

The Association bargaining unit shall consist of all certified permanent and temporary full-time and part-time teachers, nurses, media generalists, guidance counselors reading specialists, speech and language pathologists, and interventionists paid through district funds, who have been issued a standard teaching contract by the District. All other employees of the School District are excluded from the bargaining unit. Henceforth, the use of the term "teacher" or "employee" in this document shall include all members of the bargaining unit as described above.

The Association agrees to represent equally all teachers covered by this Agreement without discrimination and without regard to membership in the Association.

ARTICLE II
JURISDICTION AND AUTHORITY OF SCHOOL BOARD

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

The parties understand that the Board may not lawfully delegate the power or authority which, by law, are vested in it, nor may the Superintendent lawfully delegate the power of authority which by law is vested in him/her, and this Agreement shall not be construed as delegation of the power or authority of either.

ARTICLE III
NEGOTIATION PROCEDURES

It is agreed that the Board and the Association shall each appoint a negotiations committee to represent their respective positions at the bargaining table on matters relating to salaries, economic fringe benefits, and terms and conditions of employment, pursuant to RSA 273-A.

Either party may, if it so desires, utilize the services of outside consultants to assist in negotiations.

If agreement is not reached by December 1 preceding the school year in which negotiations are taking place, either party may submit the unsettled issues to the impasse procedure as defined in RSA 273-A:12.

ARTICLE IV
TEACHERS' SALARY SCHEDULE

Teachers' salaries shall be paid in accordance with provisions of the salary schedules contained in Appendices A, B, C.

Initial placement on the salary schedule shall be at the discretion of the Board. Thereafter, teachers who have completed at least ninety-five (95) school days of service during the school year and whose performance is satisfactory shall be advanced one step on the appropriate salary schedule in the following school year.

Teachers will be paid in twenty-six (26) bi-weekly equal installments, but may elect to be paid in twenty-one (21) such installments. Such election must be in writing to the Superintendent not later than August 1st each year and may not be changed during the course of the year.

ARTICLE V
SICK LEAVE/SICK BANK

Section A: Sick Leave

At the beginning of each school year, each full-time teacher shall be credited with twelve (12) days of sick leave for absences caused by personal illness of the teacher. Twelve (12) of these days may be used for attending to illness or injury (inclusive of disability as a result of childbirth) of the teacher's immediate family. For the purpose of this Agreement, immediate family shall be defined as: spouse, child, mother, father, sister, brother, partner, grandmother, and grandfather. Teachers may receive a full day's pay for each full day of sick leave used provided they are eligible for sick leave payment. Sick leave not used during the school year shall be accumulative to one hundred and twenty (120) days.

By October 15th of each school year, the Board shall provide at no cost to each requesting teacher, an injection for flu immunization.

Section B: Sick Bank

The Board agrees to establish a sick leave bank to cover employees in the event of long term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the Board. Any rules established by the Association shall include the following:

1. Employees who participate in the sick bank shall contribute up to three (3) days per employee per year until the sick bank reaches one hundred and twenty (120) days. Subsequently, if at any time the sick bank is thereafter depleted to seventy (70) days, the sick bank committee may solicit donations of additional days as needed to reach the maximum of one hundred and twenty (120) days.
2. No employee may contribute more than three (3) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution.

3. The Association shall notify the Board by June 1 of each year of the employees who have donated days to the sick leave bank so that said days may be deducted from the employee's unused yearly allocation and/or accrued entitlement.
4. Employees may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an employee is eligible for disability benefits pursuant to Article VIII, C.
5. No employee shall, under any circumstances, be entitled to sick leave bank benefits until said employee has exhausted all accrued sick leave available to that employee.
6. No employee shall, under any circumstances, be entitled to receive sick bank leave and disability benefits at the same time.
7. The decisions of the Sick Bank Committee are not grievable.

ARTICLE VI

LEAVE OF ABSENCE

Section A: Personal Leave

Each employee shall be entitled to four (4) days per year non-cumulative personal leave during the school year for religious holidays, family celebrations, legal transactions or business reasons which cannot be conducted other than during school hours. Personal days are not personal vacation days or personal (as opposed to religious) holidays. To be eligible for such leave the teacher shall certify in writing twentyfour (24) hours prior to the anticipated day except in cases of emergency. Personal days shall not be taken for gain or taken solely to extend a weekend or school vacation

On a voluntary basis, teachers may provide coverage as substitutes during a prep period, and will be compensated \$50 for each period covered. No teacher may provide such coverage more than 1 day per week.

Section B: Bereavement Leave

Each teacher shall be entitled to leave with pay for the purpose of bereavement. Said leave shall be granted for up to three (3) days in the case of a death of the teacher's immediate family or spouse's immediate family.

Additional bereavement may be granted at the discretion of the Superintendent.

Section C: Leave of Absence

A teacher, upon justifiable request for reasons of travel, to further his/her education or other personal reasons and has up to five (5) years of continuous service to the district in order to be eligible for a leave of absence, may be granted up to a one-year leave of absence, without pay, at the discretion of the Board. The teacher must submit his/her application no later than April 1st in the school year before the leave is to commence.

Upon returning from the leave of absence, the teacher will be placed on the step following the step he or she was on before going on leave. Teachers, while on such leave of absence, shall receive no credit toward annual salary increments or severance payouts covered under this agreement. Also the teacher is not guaranteed the same position upon returning from said leave.

The teacher must notify the School District no later than February 15" of his/her intent to return to the School District following the year's leave of absence.

Section D: Military Leave

Military leave of absence without pay or benefits shall be granted to any teacher who is drafted or enlists in any branch of the armed forces of the United States for the period of his/her induction or initial enlistment.

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves shall be granted provided such obligations cannot be fulfilled in days when school is not in session. In such cases, teachers shall be reimbursed for pay lost as a result of such Organized Reserve duty up to the difference between their regular teacher's salary that would have been paid and their Reserve pay received for up to a maximum of two (2) weeks during any school year.

Section E: Request for all Leaves

Requests for all paid and unpaid leaves shall be initiated through the Building Principal and forwarded with recommendation to the Superintendent for his/her review and action. In the event a requested leave is not approved the bargaining unit member may appeal the decision to the Board. Teachers shall give twenty-four (24) hours notice (when possible) to the Principal so that the leave may be approved by the Superintendent in advance of the teacher taking it.

Section F: Leave Increments

All leaves of absence may be utilized in increments equal to a minimum of one-quarter of the school day. Any quarter-day leaves must occur at either the start or end of the teacher's school day.

ARTICLE VII

ABSENCES

For all absences, other than those specifically authorized in advance by the Superintendent or for which provision is made in Articles V and VI above, a deduction will be made for each day of absence at the teacher's pro rata daily rate (i.e., 1/185th of base teaching salary for the individual).

Teachers should not be absent from school without notifying the Principal, or School Secretary and the Substitute Coordinator in advance. Teachers will make every reasonable effort to give advance notice of absences.

ARTICLE VIII

INSURANCES

Section A: Medical Insurance

The Board agrees to pay 80% of the premium for health insurance, SchoolCare Green Open Access #2 - single, 2-person or family plan, for each member of the bargaining unit who subscribes to such coverage.

The Board retains the right to choose a different insurance carrier, provided that the coverage, and benefits equal or exceed those of the current third (3rd) party health benefits administrator. The Board shall consult with the Association 60 days prior to making any change in carrier.

The Board will maintain an I.R.C. Section 125 Premium Offset Plan and a Health/Dental Care Flex Spending Account Plan for any member of the bargaining unit who properly submits a request in writing by May 15 for such coverage in the following contract year.

Any member of the bargaining unit who chooses not to subscribe to the offered plan shall be reimbursed by the district at a rate of \$2,000.00 per year of the Agreement provided the employee documents the existence of health insurance coverage. Payment shall be made in two (2) installments in December and at the end of June.

In the event that the plan identified in Article 10.1 will result in the imposition during a subsequent year of this Agreement of any related fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes (the excise tax on high cost Employer-sponsored health coverage), the District and the Association will promptly reopen negotiations for the purpose of agreeing on (1) an alternative health plan that complies with the Affordable Care Act and does not result in the imposition of the so-called "Cadillac Tax" and (2) the distribution of any savings realized, to include the percentage of premium paid by each party. The parties agree to exchange proposals no later than November 15. If the parties are not able to agree on an alternative plan and distribution of savings by January 15, the parties will each submit one proposal to binding arbitration no later than February 15 with a mutually agreed acceptable arbitrator whose fees will be shared by the parties. In the event that the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposals and notify the parties no later than March 15 and that plan will be implemented for the following plan year.

In the event the current insurance plan is discontinued by the insurer at any time during the term of the Agreement, then both parties agree to reopen the Agreement immediately to choose a mutually acceptable medical plan with the objective of selecting a plan which provides equivalent benefits at an equivalent cost to both parties.

Section B: Dental Insurance

The Board shall provide 100% of the premium for single coverage for Plan 1S toward the cost of Delta Dental Insurance, Plan 1S, for each qualified bargaining unit member who chooses to enroll.

All costs in excess of single coverage shall be the responsibility of the employee and paid through payroll deduction in the event an employee chooses two person or family coverage. This benefit will be offered only if it is deemed to be available under the regulations of the insurer.

Section C: Long Term Disability

The Board shall provide long term disability insurance for each full-time member of the bargaining unit. Said insurance shall have minimum benefits of sixty-six and two thirds percent (66 2/3%) of salary to age seventy (70) up to a maximum of three thousand dollars (\$3,000) per month after a waiting period of ninety (90) days, or the exhaustion of the teacher's accumulated sick leave, whichever is greater.

Section D: Life Insurance

The Board shall provide each member of the bargaining unit with term life insurance in the face amount equal to the member's annual contracted salary.

ARTICLE IX

CHILD CARE LEAVE

Child care leave of up to one year and three months may be granted without pay or other benefits for born or adopted children to teachers with at least nine months of service with the Allenstown School District.

It shall be the duty and the responsibility of the teacher to notify the Principal of the pregnancy or adoption as soon as it is determined and of the desire to take such leave with an estimated date of the leave's commencement. Except in cases of emergency, the teacher shall also give at least thirty (0) days' notice prior to the date on which her/his leave is to begin. A teacher who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided she is able to perform all required functions. The Board may require written approval from her attending physician.

Should a teacher, either prior to the commencement of leave or after the termination thereof, become disabled as a result of pregnancy, miscarriage, or childbirth her lost time shall be charged to her available sick leave, and she shall be compensated therefor. Teachers shall be entitled to use their accumulated sick leave during the period of such disability.

Return from leave shall coincide with the expiration date indicated on the teacher's leave request as approved by the Board. Upon request, the teacher shall present a physician's certificate of physical fitness to return to her normal teaching duties. The teacher shall notify the Superintendent in writing on or before March 1st of her intent to return to her teaching duties at the start of the next school year. Should a teacher have worked ninety-five (95) or more days, excluding sick leave, she shall be placed on the next succeeding step of the salary schedule for the school year in which she is due to return.

ARTICLE X

COURSE/WORKSHOP REIMBURSEMENT

Section A: Course Reimbursement

The Board agrees to reimburse a teacher the actual tuition costs incurred for up to two (2) four-credit courses not to exceed the current costs of two (2) four-credit courses at U.N.H. (Durham) plus registration and laboratory fees (if any) per year. All bargaining unit members requesting reimbursement require the prior approval of the Superintendent prior to registering for that course. No teacher will be reimbursed before March 1 for a second course until all teachers who have taken a course have been reimbursed for their first course.

Teachers who make a written request shall be entitled to advance payment for courses. Such prepayment of courses may be made from the District directly to the learning institution upon presentation of a tuition fee schedule or tuition voucher from the institution indicating that the employee is enrolled subject to tuition payment.

If a teacher fails to obtain a passing grade or fails to complete the course, or fails to provide a transcript to the district within 45 days of completing such course the teacher shall reimburse the District for the

sum provided by the District. Said repayment may be in the form of a lump sum or by prorated withholding(s) from the teacher's salary.

A teacher applying for prepayment of a course will be required to sign a promissory note guaranteeing repayment should the teacher choose to leave the district the following school year.

The Board agrees to budget \$10,000 for each year of the Agreement for the above purposes. Should any part of the aforesaid sums remain unexpended at the end of any one year, the unexpended amount shall be paid ratably to teachers who, but for the fact that they had exceeded the two four (4) credit courses limitation of the first paragraph hereof would otherwise be qualified to be reimbursed. In no event shall a teacher be reimbursed in excess of his/her actual expenses.

The Superintendent shall annually review the use of such funds with the President of the Association at the President's request.

The district shall not be responsible for the course reimbursement of any teacher electing not to renew or sign a contract of employment with the district for the following school year. The same shall be true for any contracted teacher who leaves the district during a school year.

This shall not apply to any teacher subject to contractual non-renewal on behalf of the district.

Except in cases of disability, non-renewal, or reduction in force of the employee, each bargaining unit member who has received a course reimbursement or prepayment for other than the first three (3) credit hours is expected to remain employed in the District for at least one full school year after the year in/for which he or she received the reimbursement. Any teacher leaves during the school or terminates employment with the District before working two full school years after the end of the school year in/for which he/she received a reimbursement/prepayment, shall repay the balance pro-rated monthly over four months, starting with the first day of the second month following the employee's last day of work with the District. In the event that the employee fails to make the required payments, the District may enforce the obligation in the appropriate Court, and the employee shall be responsible for any legal costs incurred by the District, including reasonable attorney's fee.

Section B: Workshop Reimbursement

Additionally, the Board shall reimburse teachers of the bargaining unit for up to \$400 in fees for seminars, clinics, practica and workshops taken within the school year provided that the Superintendent has given prior approval. Payment of these courses shall be made to the teacher upon approval of the Reporting Leave Form and forwarded to the teacher in accordance with the submission of the manifest schedule. If a remaining balance exists by June 1st, teachers may petition to the Superintendent for additional reimbursement. During the term of this Agreement, the Board shall not be obligated to expend more than \$7,500 for each year of the Agreement for these activities.

The Board agrees to reimburse a teacher for workshops, seminars and other forms of professional activities that are previously approved by the Principal and Superintendent. To be eligible for reimbursement, the teacher must submit a receipt.

If the teacher does not successfully complete the workshop, clinic, practicum, all fees shall be remitted to the District by said teacher. Should a teacher not remit the workshop fees, then the amount owed to the District shall be reduced from the next year's workshop account.

No teacher shall be reimbursed for workshops over the allotted stipend until all teachers who wish to take a workshop have been reimbursed. Each year, any remaining funds will be distributed equally and shall not exceed the actual expense of the workshop. Petition shall be accompanied by a certificate of completion.

Section C: Student Loan Payments

The District shall pay directly to the lender \$1,000 per year to reduce the principal of any teacher who has an outstanding student loan for their education; payment to be made at the end of September of the next teaching year. In order to receive this payment, the teacher must be employed by the District for the following school year. These payments can last for a period of five (5) years (\$5,000) or until the loan has been paid off, whichever comes first. This shall only become available to teachers who have completed at least one full year of employment within the district. This shall become available to current staff who have at least one full year of employment within the district.

ARTICLE XI

GRIEVANCE PROCEDURE

Section A: Definition

A "Grievance" shall mean a complaint by the Association or a teacher that there has been a personal loss or injury as a result of violation or misapplication of any of the provisions of this Agreement. For this article, "days" shall be defined as school days.

A grievance to be considered under this procedure must be initiated in writing by the employee fifteen (15) days of when the teacher knew or should have known of its occurrence. The following matters are excluded from the Grievance Procedure:

1. Any matter for which a specific method is prescribed by law, or by any rule or regulation of the State Board of Education.
2. A complaint of a probationary teacher which is caused by his/her not being re-employed.
3. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.
4. Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

Section B: Procedure

Step 1: A teacher with a grievance shall first discuss it with his/her Principal, either directly or through the Association's designated representative, with the objective of resolving the matter informally. The Principal shall communicate his/her decision to the grievant within five (5) days.

Step 2: The grievant may appeal the decision to the Superintendent within five (5) days after receipt of the decision of the Principal. The appeal to the Superintendent must be made in writing specifying (a) the nature of the grievance, (b) the nature and extent of the injury or loss claimed, (c) the results of previous discussions of the grievance, (d) his/her dissatisfaction with decisions previously rendered, (e) the remedy sought. The Superintendent shall attempt to resolve the grievance as quickly as possible, but within a period not to exceed ten (10) days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the grievant and to the Principal.

Step 3: If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the School Board within five (5) days of receipt of the answer in Level 2. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration. The Board shall schedule such meeting within twenty (20) school days of receipt of the grievant appeal. The decision of the Board shall be made and transmitted in writing to the grievant no later than ten (10) days from the time of submission of the grievance to the Board.

Step 4: If the decision of the School Board does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to binding arbitration providing the Association notifies the Superintendent of such intent within ten (10) days of the receipt by the Association of the Superintendent's decision. The following procedure shall be used to secure the services of an arbitrator.

- (a) The parties will attempt to agree upon a mutually satisfactory neutral party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, either party may submit a request to the American Arbitration Association who shall submit to the parties under its rules, incorporated herein, a roster of persons qualified to function as an arbitrator.
- (b) 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.
- (c) If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (d) 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. The decision of the arbitrator shall be binding upon the parties. However, either party shall have a right to appeal to the New Hampshire courts under the provisions of New Hampshire RSA Chapter 542 as amended. It is hereby specifically agreed by the Board and the Association that these contract and grievance procedure clauses are subject to the provisions of New Hampshire RSA Chapter 542 as amended.
- (e) The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The award of the arbitrator may make the grievance whole, but the arbitrator may not levy punitive damages.
- (f) The Board, the aggrieved, and the Association will receive copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- (g) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room will be borne

equally by the Board and the Association. Any other expenses will be paid by the party incurring same.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision and acceptance of the decision rendered at that step.

A teacher may be represented at all steps of the grievance procedure by himself/herself, or after Step 1, at his/her option, may also have a representative of the Association.

No reprisals of any kind will be taken by the Board or any member of the Administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

ARTICLE XII

PEACEFUL RESOLUTION OF DIFFERENCES

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and members will not, during the terms of this Agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor will the Association or its members take part in or condone "sanctions" against the Board or the School District.

ARTICLE XIII

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be 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 application will continue in full force and effect.

ARTICLE XIV

ASSOCIATION PRIVILEGES AND RESPONSIBILITY

The Superintendent and Principal shall recognize the Association's elected President, or his/her designee as the official representative with respect to those items that are part of the Agreement. The Association shall have the right to schedule meeting after the close of the school day, and be able to use the school facilities for this purpose.

Official Representatives of the Association shall be given reasonable opportunity to meet with School Officials during working hours without loss of compensation or benefits.

Scheduling for the use of school facilities shall be with approval of the Principal or the Superintendent. The Association shall have the right to use school facilities and equipment. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

There will be no reprisal of any kind taken against any teacher by reason of his/her membership in the Association or participation in its lawful activities.

ARTICLE XV
DISCRIMINATION

The Board and the Association agree that there will be no discrimination on the basis of age, gender, race, creed, color, religion, marital status, national ethnic origin, sexual orientation, economic status, domicile, or-maternal status or handicap.

AC Non-Discrimination Policy

It is the policy of the Allenstown School Board that there will be no discrimination on the basis of age, gender, race, creed, color, religion, marital status, sexual orientation, national ethnic origin, economic status or disability for employment in, participation in, admission/access to, or operation and administration of any educational program or activity in the School District.

The District will not discriminate against any employee who is a victim of domestic violence, harassment, sexual assault, or stalking.

ARTICLE XVI
PAYROLL DEDUCTION

Section A:

The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as such teachers individually and voluntarily authorize the Board to deduct and transmit the monies to such association or associations. Such deductions shall be made in equal installments from each salary check beginning on the first pay period following October 15th for the current school year and similarly in equal installments from the current school year and similarly in equal installments from each pay period in succeeding years. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

To authorize such deductions, teachers must execute an authorization card to be furnished by the Association. The Association agrees to hold the Board and its agents harmless in case of any liability arising out of this provision.

Section B:

Payroll deductions shall be made available to all teachers for credit union payments provided all teachers are under the same credit union. Payroll deductions shall be made available to all teachers for annuities. All deductions under this Article shall be made in equal installments from each salary check beginning on the first pay period after authorization has been received for the current school year and over each pay period for succeeding school years. All such deductions shall be transmitted promptly.

Section C:

Tax Free Annuity - The Board agrees that it is desirable to allow teachers to take advantage of the federal laws concerning tax-free annuities and shall take steps to implement a tax-free annuity program.

The company or companies (not to exceed 5) providing the coverage shall be mutually agreed upon by the parties.

ARTICLE XVII

TEACHER FILES

Section A:

Teacher files shall be maintained under the provisions of the New Hampshire Right to Know Law.

Section B:

The teacher shall have the right to submit a response to any statement contained in the teacher's file that has been generated after initial employment in Allenstown School District. The teacher's answer shall also be included in the file.

ARTICLE XVIII

EXPENSE OF PRINTING AGREEMENT

The Board and the Association agree to share the cost of printing this Agreement in booklet form on a 50/50 basis and to distribute a copy to each teacher presently employed by the Board and to each new teacher employed by the Board.

ARTICLE XIX

MISCELLANEOUS

Section A:

All terms, conditions and benefits of employment applicable to employees covered by this Agreement shall be maintained at the same level as at the signing date of this Agreement.

ARTICLE XX

TEACHER RIGHTS AND CONDITIONS OF EMPLOYMENT

Section A: Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Allenstown School District based upon his/her professional judgement of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without consultation of the teacher.

Section B: Association Identification

No teacher shall be prevented from wearing pins or other identification provided such are in good taste. In the event of a complaint by a person about a teacher upon which the principal chooses to investigate or act upon, the teacher shall be notified and involved in the process of solving the complaint. Teacher

Section C:

In the event of a complaint by a person about a teacher upon which the principal chooses to investigate or act upon, the teacher shall be notified and involved in the process of solving the complaint.

Section D: Work Day

Each teacher, as a professional employee, will devote the time necessary to his or her assignment to meet professional responsibilities as established by district practice and tradition in the profession.

Prior to the first scheduled teacher day, teachers will be required to work one full day on a date of their choosing in the month of August. This may occur at any time during that month, provided that it occurs on a weekday during normal school hours and that the building is accessible. Teachers may be required to provide administration with a record of the date and hours worked. This time shall count as one of the five in-service teacher days.

The first scheduled day for students will not occur prior to the Monday preceding Labor Day. There shall be one scheduled teacher day prior to the first student day, which shall count as one of the five in-service teacher days.

The in-school workday will be 6 hours and 42 minutes. Start time of the school day can be changed by 10 minutes in any given school year, but total work time must remain 6 hours and 42 minutes. An individual certified staff member's day may be extended by no more than 15 minutes to accomplish duties other than teaching, including but not limited to bus duty, breakfast duty, drop-off duty and detention. These duties will be divided amongst certified staff as equally as possible. Individual parent conferences may not exceed one (1) hour beyond the regular school day. On days with multiple parent/teacher conferences, the total day may not exceed the number of hours of a regular school day. Except under extraordinary circumstances, no more than two (2) mandatory staff meetings per month may be held after school and shall be of reasonable duration. Teachers will have two (2) evening event in a year, not to exceed 7:00pm. This could include, but would not be limited to parent/teacher conferences, educational showcase, open house, or eighth-grade recognition.

Section E:

Each teacher shall receive a duty-free uninterrupted thirty (30) minute lunch.

Section F:

The Board recognizes the value in providing planning/meeting time for teachers during the course of the school week. The District will seek to provide a minimum of four (4) unencumbered preparation periods per week totaling a minimum of one hundred eighty (180) minutes for full-time teachers towards fulfilling this purpose with a maximum not to exceed two hundred forty (240) minutes per week.

Section G:

The salary schedule is based on an hours accumulation school year of 1,185 hours plus 5 professional days. The teacher day shall be 6 hours and 42 minutes. The number of teacher days shall equal the number of student days plus five (5) professional days. The number of student and staff days shall not exceed 177 days, so long as the New Hampshire instructional hours minimum requirement and salary schedule hours requirement are met within 177 days. Any time forgiven for students will be forgiven for teachers, up to 60 hours.

Section H: Remote Teaching Days / Weather Impact Days

When the district deems a Remote Teaching Day/Weather Impact day, all professional staff shall be available for at least 4.0 hours of continuous instructional time between the hours of 8:30am – 12:30pm, (or 4.0 hours of pre-approved professional development for whom the Remote Teaching Day does not apply). All certified staff shall receive a prep period of at least 30 minutes.

ARTICLE XXI**DURATION**

This Agreement shall become effective July 1, 2023 and shall continue in effect until June 30, 2026. Any extension shall be mutually agreed upon in writing by the parties, and unless such extension is agreed upon, this Agreement shall expire on the date indicated herein.

ARTICLE XXII**DUE PROCESS**

No teacher shall be given an oral or written reprimand without just cause. All information forming the basis for disciplinary action will be made available to the teacher.

ARTICLE XXIII**SEVERANCE PAYMENTS****Section A: Retirement Benefit**

Following notification by the teacher by November 1 of the calendar year immediately preceding the date of retirement and following receipt of N.H. Retirement System acknowledgement for retirement, the District will pay by July 30 in the fiscal year immediately following the fiscal year in which the teacher retires, a lump sum payment that is a percentage of their final year annual salary determined by the following schedule:

	At Least - Up To	At Least - Up To	At Least
Year of Teaching Service to the District	10-19 yr	20-29 yr	30 yr
Percentage Final Annual Salary	3%	15%	25%

Section B: Unused Accumulated Sick Leave Benefit

Upon receipt of N.H. Retirement System acknowledgement for retirement, the District will pay by July 30 in the fiscal year immediately following the fiscal year in which the teacher retires, a lump sum payment that is a percentage of their final year per diem salary determined by the following schedule times the number of accrued sick days in excess of 70 days:

	At Least - Up To	At Least - Up To	At Least
Year of Teaching Service to the District	10-19 yr	20-29 yr	30 yr
Percentage Final Annual Salary	15%	25%	35%

Section C: Early Retirement

Notwithstanding the provisions of the New Hampshire teachers' retirement system as set forth in RSA 100, a bargaining unit member who has acquired a minimum of twenty (20) years full time uninterrupted

teaching/counseling service to the Allenstown School District and is between 55 and 67 years of age, may at his/her option request the early retirement health insurance stipend benefit. Board approved absences will not be counted as an interruption in teaching/counseling service, but will not be counted towards the 20 year of service.

For bargaining unit members who are accepted for the early retirement health insurance stipend benefit by the Allenstown School Board, the employer agrees to provide a stipend of five thousand (\$5,000) dollars per year. Such benefit will be provided to offset health insurance premiums until such time as the bargaining unit member qualifies for Medicare or for a period of ten (10) years, whichever comes first.

It shall be the responsibility of the employee to notify in writing the SAU of any changes in address and telephone number. The employee shall be responsible for providing payments for his/her share of the insurance premium to the SAU no later than the 15th of the month previous to the month of coverage. This health insurance benefit is provided only if the retiree is not covered by any other insurance plan.

This is with a maximum of two (2) bargaining unit members retiring under this benefit in any given year. When more than two (2) bargaining unit members apply for retirement, the Board's decision will be based upon the employees' longevity within the district. However, at its sole discretion, the board may choose to allow for additional retirees under this benefit without setting precedent or practice.

ARTICLE XXIV

REDUCTION IN FORCE

Section A: Procedure For Determining Reduction in Force

This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.

The Board will make every reasonable effort to minimize the effect of reduction in force on current district-wide teachers by absorbing as many positions as possible through attrition (retirements, resignations, refusals to contract or leaves of absence). If further reductions in teachers are necessary, the Board shall retain those teachers who will be the best for the school district and the students it serves using the following process:

- A. After teachers have been reduced through attrition and there still exists a need for reduction, these reductions will come first from the non-tenured group of teachers. Non-tenured is defined as not holding continuing contract status under RSA 189:14-a. In identifying which nontenured teachers to release, the Board shall consider the following factors:
 1. Certification;
 2. Experience in certified area or job classification;
 3. Level and quality of academic preparation;
 4. Subject matter competency;
 5. Quality of service to pupils;
 6. Effectiveness in introducing new ideas and improved procedures in the position;
 7. Evidence of professional growth;
 8. Overall effectiveness.

- B. If all of the above factors are equal, then length of unbroken service will be used to make the final determination. Length of unbroken service for the purpose of reduction in force shall mean

time the teacher has actually engaged in teaching together with any authorized sabbatical time but not including any unpaid leave time granted pursuant to this Agreement.

1. Certification;
2. Employees on improvement plans are selected for layoff at the Superintendent's discretion;
3. The least amount of unbroken years of service for employees not on improvement plans.

Ties in seniority shall be broken by:

1. Date of election by the board
2. Date of employee signature on the contract
3. Lottery

Recall rights shall remain in effect for two (2) years.

All factors being equal, then seniority will control in making the final determination. Seniority is defined as the total number of years continuously employed in the Allenstown District.

ARTICLE XXV

VACANCIES

Section 1

Vacant positions shall be posted internally and forwarded to the Association five (5) school days/working days, prior to posting externally. Existing employees who apply prior to external posting and who are qualified for vacant positions within the District shall be transferred to the position subject to an interview with administration. Such transfers are subject to operational needs as determined at the sole discretion of the School Board or its designee.

Section 2

Bargaining unit employees who apply for a vacancy after April 15 and are placed in that vacancy, shall be issued a new individual contract for the new assignment. This contract shall replace the previously issued contract, regardless of whether the employee has executed the previously issued contract.

Section 3

Bargaining unit members who apply for a vacant position but are not awarded the position shall receive a written explanation of the reason for which they were not selected.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective President/Chairman and attested to by their respective Secretary/Clerk and Chairman of their Negotiating Committees.

ALLENSTOWN TEACHERS ASSOCIATION

BY *S. Raymond*
BY *J. Perry*
BY _____

DATE

6-12-2023
6-12-2023

ALLENSTOWN SCHOOL BOARD

Jody M
CO - E. Cooper
Paul M

DATE

6/5/23
6/5/23
6/5/23

APPENDIX A
2023/2024 - Salary Schedule

23/24 STEP	ND	BA	BA+15	MA	MA+16	MA+30
1	\$33,024	\$36,330	\$37,766	\$42,074	\$43,509	\$46,735
2	\$34,197	\$37,619	\$39,173	\$43,831	\$45,384	\$48,637
3	\$35,397	\$38,938	\$40,647	\$45,778	\$47,488	\$50,772
4	\$37,108	\$40,819	\$43,161	\$47,660	\$49,369	\$52,681
5	\$38,818	\$42,700	\$44,411	\$49,539	\$51,249	\$54,589
6	\$40,840	\$44,923	\$46,635	\$51,763	\$53,471	\$56,844
7	\$42,862	\$47,147	\$48,856	\$53,987	\$55,695	\$59,101
8	\$44,880	\$49,369	\$51,078	\$56,210	\$57,919	\$61,358
9	\$46,901	\$51,593	\$53,303	\$58,433	\$60,144	\$63,616
10	\$48,924	\$53,815	\$55,527	\$60,657	\$62,365	\$65,870
11	\$50,944	\$56,037	\$57,750	\$62,879	\$64,588	\$68,125
12	\$52,965	\$58,262	\$59,973	\$65,103	\$66,812	\$70,381
13	\$54,986	\$60,485	\$62,194	\$67,325	\$69,035	\$72,637
14	\$57,318	\$63,049	\$64,759	\$69,891	\$71,601	\$75,241
15	\$59,651	\$65,616	\$67,325	\$72,456	\$74,165	\$77,844

LONGEVITY:

Longevity at \$1,000 for A (13-15 years of completed Allenstown School District service)

\$1,500 for B (16-20 years of completed Allenstown School District service)

\$2,000 for C (21-25 years of completed Allenstown School District service)

\$3,000 for D (26+ years of completed Allenstown School District service)

\$1000 yearly at Level 15 for staff on that step for at least one year, non-compounding, to be paid out on a bi-weekly basis.

Teachers, who as of July 1, 2000, are eligible for longevity payments greater than their entitlement under the above formula, will receive their entitled payments under the 1998/99 longevity formula. All further advancement in longevity payments by grandfathered teachers will be according to the 2001/02 formula. Longevity shall be paid bi-weekly and if the teacher leaves the district, they do not get paid the remaining longevity balance.

APPENDIX B
2024/2025 - Salary Schedule

24/25 STEP	ND	BA	BA+15	MA	MA+16	MA+30
1	\$33,519	\$36,875	\$38,332	\$42,705	\$44,161	\$47,436
2	\$34,710	\$38,184	\$39,760	\$44,488	\$46,065	\$49,366
3	\$35,928	\$39,522	\$41,257	\$46,465	\$48,201	\$51,533
4	\$37,665	\$41,431	\$43,809	\$48,375	\$50,109	\$53,471
5	\$39,401	\$43,340	\$45,077	\$50,283	\$52,018	\$55,408
6	\$41,453	\$45,597	\$47,334	\$52,539	\$54,273	\$57,696
7	\$43,505	\$47,854	\$49,589	\$54,796	\$56,531	\$59,988
8	\$45,554	\$50,109	\$51,844	\$57,053	\$58,788	\$62,278
9	\$47,605	\$52,367	\$54,102	\$59,309	\$61,047	\$64,570
10	\$49,658	\$54,622	\$56,360	\$61,566	\$63,301	\$66,858
11	\$51,709	\$56,877	\$58,616	\$63,822	\$65,557	\$69,146
12	\$53,760	\$59,136	\$60,872	\$66,079	\$67,814	\$71,437
13	\$55,811	\$61,392	\$63,127	\$68,334	\$70,070	\$73,727
14	\$58,177	\$63,995	\$65,731	\$70,939	\$72,675	\$76,370
15	\$60,545	\$66,600	\$68,334	\$73,543	\$75,278	\$79,011

LONGEVITY:

- Longevity at \$1,000 for A (13-15 years of completed Allenstown School District service)
- \$1,500 for B (16-20 years of completed Allenstown School District service)
- \$2,000 for C (21-25 years of completed Allenstown School District service)
- \$3,000 for D (26+ years of completed Allenstown School District service)

\$1000 yearly at Level 15 for staff on that step for at least one year, non-compounding, to be paid out on a bi-weekly basis.

Teachers, who as of July 1, 2000, are eligible for longevity payments greater than their entitlement under the above formula, will receive their entitled payments under the 1998/99 longevity formula. All further advancement in longevity payments by grandfathered teachers will be according to the 2001/02 formula. Longevity shall be paid bi-weekly and if the teacher leaves the district, they do not get paid the remaining longevity balance.

APPENDIX C
2025/2026 - Salary Schedule

25/26 STEP	ND	BA	BA+15	MA	MA+16	MA+30
1	\$34,190	\$37,612	\$39,099	\$43,559	\$45,045	\$48,384
2	\$35,404	\$38,947	\$40,556	\$45,378	\$46,986	\$50,353
3	\$36,647	\$40,312	\$42,082	\$47,394	\$49,165	\$52,564
4	\$38,418	\$42,260	\$44,685	\$49,342	\$51,112	\$54,540
5	\$40,189	\$44,207	\$45,978	\$51,288	\$53,059	\$56,516
6	\$42,282	\$46,509	\$48,281	\$53,590	\$55,359	\$58,850
7	\$44,375	\$48,811	\$50,580	\$55,892	\$57,661	\$61,187
8	\$46,465	\$51,112	\$52,881	\$58,194	\$59,964	\$63,523
9	\$48,557	\$53,414	\$55,184	\$60,495	\$62,268	\$65,861
10	\$50,651	\$55,714	\$57,487	\$62,798	\$64,567	\$68,195
11	\$52,743	\$58,015	\$59,788	\$65,098	\$66,868	\$70,529
12	\$54,835	\$60,318	\$62,090	\$67,401	\$69,170	\$72,865
13	\$56,927	\$62,620	\$64,389	\$69,701	\$71,471	\$75,201
14	\$59,341	\$65,275	\$67,045	\$72,358	\$74,128	\$77,897
15	\$61,756	\$67,932	\$69,701	\$75,014	\$76,783	\$80,592

LONGEVITY:

Longevity at \$1,000 for A (13-15 years of completed Allenstown School District service)

\$1,500 for B (16-20 years of completed Allenstown School District service)

\$2,000 for C (21-25 years of completed Allenstown School District service)

\$3,000 for D (26+ years of completed Allenstown School District service)

\$1000 yearly at Level 15 for staff on that step for at least one year, non-compounding, to be paid out on a bi-weekly basis.

Teachers, who as of July 1, 2000, are eligible for longevity payments greater than their entitlement under the above formula, will receive their entitled payments under the 1998/99 longevity formula. All further advancement in longevity payments by grandfathered teachers will be according to the 2001/02 formula. Longevity shall be paid bi-weekly and if the teacher leaves the district, they do not get paid the remaining longevity balance.