

Master Agreement

Between

**THE ALTON TEACHERS'
ASSOCIATION**

and

THE ALTON SCHOOL BOARD

*Effective: July 1, 2023
through
June 30, 2027*

Voter Approved: March 14, 2023

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ALTON SCHOOL DISTRICTS

OVERVIEW

This agreement is entered into in order to foster harmonious, open, and cooperative relations between the Alton School Board and those persons represented by the Alton Teachers' Association.

It is the further purpose of this agreement to assure the orderly operation of the Alton School System and to provide conditions of employment, which shall include:

- a) Proper facilities and equipment for students and teachers alike,
- b) Avoidance of discriminatory treatment, coercion, reprisal against or interference with teachers in the performance of their duties.

ARTICLE I RECOGNITION AND DEFINITIONS

1.1 RECOGNITION:

The Alton School Board (hereinafter called the "Board") recognizes the Alton Teachers' Association, affiliated with the NEA/NH, (hereinafter called the "Association") as the exclusive representative, in accordance with RSA 273-A, for all certified classroom teachers from pre-Kindergarten through grade 8, media generalist, reading teachers, and guidance counselors, excluding all others, including but not limited to principal, assistant principal, allied health professionals, secretaries, aides, custodians and school lunch personnel employed by the Alton School District (hereinafter called the "District"). The Association will represent equally all those for whom it has been so certified as the representative without discrimination and without regard to membership in the Association.

Nothing contained herein shall be construed to deny any individual's rights guaranteed them under applicable State and/or Federal laws.

1.2 DEFINITIONS:

As used in this agreement, the term "Teachers" shall refer to all those certified to be represented by the Association in accordance with RSA 273-A. The term "Board" shall refer to the Alton School Board. Part-time teachers are defined as those working less than 37.5 hours per week for the full school calendar year. All salary and benefits for part-time teachers shall be prorated.

The term "Association" shall refer to the Alton Teachers' Association, affiliated with NEA/NH.

The term "Parties" shall refer to the Board and the Association.

The term "Principal" shall refer to the Principal of the Alton Central School.

The term "Association Representative" shall refer to the duly designated representative of the Association.

ARTICLE II WORKING CONDITIONS

2.1 WORKING CONDITIONS:

2.1.1 Teachers will ordinarily be expected to report to work at 7:30 am and they will remain until 3:15 pm, except whenever additional time is required to carry out their professional obligations. Unless notified by 10:00 A.M. by the Principal, teachers may leave after the buses have left on Fridays and the day preceding a holiday. As professionals, teachers will devote the time necessary to accomplish their duties. Said duties may include evening events which pertain to subject/grade assignment. The Association agrees that such employees' day is not necessarily coterminous with that of the pupil.

2.1.2 As part of their professional responsibilities, teachers may be required to remain after the dismissal of students for a period of time, generally not to exceed one hour after students are dismissed, to attend departmental, school, staff meetings, or conferences with the administration. Every consideration will be given to limit the number of scheduled meetings to four (4) per month. Teachers will be notified except in emergency situations of such meetings and the general subject matter at least forty-eight (48) hours in advance of the meeting.

2.1.3 Teachers are expected to obligate the time needed to carry out their professional obligations to the students and parents. This obligation may include scheduled evening events (such as but not limited to Kindergarten and grade 8 celebration, academic fairs, open house, spring and winter concerts). However, a twenty-four (24) hour notice will be required of a parent, whenever practicable, in order to schedule an appointment after school with a teacher. The school calendar shall consist of 185 work days: a maximum of one hundred and eighty (180) instructional days and the remainder as in-service workshop days. New staff will be required to attend two additional training days during the first year of employment.

2.1.4 In preparation for presenting a proposed school calendar to the Board for approval, the Superintendent, or designee, will meet with a designated representative of the Association in order to have input from the professional staff. The Association acknowledges that the final responsibility for determining the school calendar rests with the Board.

2.1.5 Teachers/grade level teams will recommend to the Superintendent and upon Board approval team representatives from lower elementary (grades K-2, 3-4), middle elementary (grades 5-6), middle school (grades 7-8), and specialists to meet with administration on a monthly basis. These meetings will be used as a conduit for continuous and open communication between the teaching staff and the administration. Agendas will be mutually developed by administration and team representatives. Team representatives shall receive an \$800 (eight hundred dollars) stipend paid half the first pay period in December and half the last pay period in June.

2.2 LUNCH AND PREPARATION

2.2.1 Except in emergency situations, teachers shall have a duty-free, uninterrupted lunch period of at least twenty-five (25) minutes for lunch each day.

2.2.2 Teachers in grades Pre-K-8 shall have no less than two hundred and fifty (250) minutes of preparation time per normal week of school. The district will schedule teachers in grades pre-K-8 no less than one preparation period per day. To the extent possible, the district will attempt to schedule teachers in grades 7-8 and special teachers five (5) instructional classes per day.

ARTICLE III TRANSFERS, ASSIGNMENTS, REASSIGNMENTS, LAYOFFS AND RE-EMPLOYMENT

3.1 A vacancy shall be defined as any newly created position or a present position within the school building that is open and in need to be filled within the district. There will be a job description for each position.

As soon as a vacancy exists within the district, the Superintendent will post a notice of the vacancy in each teacher's room and notify the bargaining unit members of such posting electronically. This vacancy notice will include the job title and the requirement for the position. Posting of positions will remain on display for at least 10 work days.

Current employees may request a transfer to said position. Employees who are qualified and apply in accordance with the terms of a posting shall be considered and given an opportunity to interview for the position.

3.2 Teachers who desire a change in employment position for the next school year shall file a written statement with the Principal no later than ten working days after their signed contract has been submitted for the following school year and/or after the posting of an available position. Said statement shall include the position, grade and/or subject to which the teacher requests reassignment, in order of preference. In making his/her recommendation, the Superintendent shall consider among other factors deemed relevant, the teacher's qualifications and system-wide balance of experience and inexperience. The final decision pertaining to a teacher's assignment shall be that of the Board, upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the teacher involved.

3.3 In the event of a change of assignment, every effort shall be made to so inform the teacher before the end of the school year, but in no case later than August 1. In the event of a change of assignment and upon the request of the teacher, a consultation with the Superintendent or his/her designee shall be held.

3.4.1 LAY-OFFS:

If it is necessary for the Board to decrease the number of teachers or eliminate any position, the Board may lay off the necessary number of teachers as follows:

- 1) The Board will first attempt to reduce the necessary positions through retirements or resignations;
- 2) The Board will next lay off teachers who are not certified or Highly Qualified for the position(s) to be eliminated;
- 3) If it is still necessary to reduce additional positions, the Board will lay off teachers who are certified for the position(s) to be eliminated in the inverse order of their seniority.

When determining seniority, years at both Prospect Mountain High School and Alton Central will be counted (“district service”). No teacher may be prevented from securing other employment during the period the teacher is laid off under this Article.

Recall rights shall be limited as follows:

- A. They shall exist for eighteen (18) months after the date of layoff;
- B. The laid off teacher must notify the SAU of any change in address;
- C. The laid off teacher must inform the SAU of any change in his/her areas of certification;
- D. A teacher who is provided notice of recall shall have ten (10) days to notify the SAU office of the teacher’s acceptance of the position. If the teacher does not respond within ten (10) days, the teacher will lose all rights to recall.

3.4.2 RE-EMPLOYMENT:

In the subsequent event of expanded or additional programs, those persons who have been laid off will be given the opportunity to be rehired for reopened positions, provided they are certified for the position available.

ARTICLE IV CERTIFICATION, SUBSTITUTES AND PROFESSIONAL IMPROVEMENT

4.1 CERTIFICATION:

Teachers shall be certified by the New Hampshire Department of Education or granted a waiver by the State Department of Education.

4.2 SUBSTITUTES:

Every effort shall be made to provide substitute teachers for all classroom teachers when they are absent from school. Only in emergency situations will teachers be asked to serve as substitutes. If a teacher does substitute for another staff member, he/she will be reimbursed \$35 for each period covered on a seven period day.

4.3 PROFESSIONAL IMPROVEMENT:

4.3.1 The Board will reserve an amount not less than \$2,000.00 for each teacher for professional improvement. The Board will pay, in advance, the full tuition costs and laboratory fees to a maximum of \$2,000.00 per teacher per year for courses, workshops, or seminars, professional organization fees/dues, travel, and professional subscriptions, approved in advance by the Superintendent or his/her designee.

The Board agrees to prepay the full amount of graduate courses/workshops with the provision that the difference between the courses' and/or workshops' costs and \$2,000.00 or balance thereof will be deducted from the teacher's last paycheck. This option will be initiated upon the written request of the teacher. Written authorization will be given to the district to deduct the differences from the teacher's last paycheck.

Teachers who are enrolled in an accredited Graduate Degree program that is related to the teacher's assignment, may notify the Superintendent in writing by October 1 for the following school year, of their intent to take Graduate classes. Up to six (6) UNH in-state Graduate credits will be prepaid for the requested school year (July-June). If a teacher does not complete the course or fails to make a grade of (B) or better, he/she will have the amount that was paid in advance, deducted from their last check. The teacher will give written authorization to the district to deduct the amount that was paid in advance. An official transcript must be provided to the SAU upon completion.

The Board will only pay lodging expenses for conference/workshops lasting two or more days and that require traveling sixty (60) miles or more from the employee's residence.

A waiver to the two-day requirement may be requested and approved at the discretion of the Superintendent.

4.3.2 All courses, which it is the intent of the teacher to use for salary incrementation, shall be submitted to the Superintendent for approval. The Board shall be under no obligation to grant salary credit for any course, which has not been approved.

4.3.3 Approvable courses shall be graduate-level courses and shall be either subject matter or professional education courses that relate to the teacher's assignment. Courses presented for approval should have a specific description. Completed courses presented for salary incrementation must be accompanied by official transcripts or credentials from the institution at which they were taken indicating successful completion. For those applying for the Master's Degree Schedule, it will be necessary only to submit to the Superintendent certification from an approved institute to the awarding of the degree. An approved institution shall mean one that is approved by the Regional Association of Colleges and Secondary Schools and/or by the State Board of Higher Education.

4.3.4 If a teacher does not complete the course or fails to make a grade of (B) or better, he/she will have the amount that was paid in advance, deducted from his/her last check. The teacher will also give written authorization to the district to deduct the amount that was paid in advance.

4.3.5 Courses/workshops approved and taken during the summer will not be prepaid. Reimbursement will be made to the teacher only if the teacher returns to the Alton school system in the fall.

4.3.6 Professional staff members who have exhausted their allotment of reserved professional development monies may apply for funds up to a total cost of \$2,000 additional reimbursement from the budgeted unencumbered professional development funds for graduate level courses from regionally/nationally accredited institutions. Request for funds shall be submitted to the Superintendent no later than May 31 of the contract year. Requests will be awarded equitably to all who apply based on the remaining unencumbered professional development funds available in the general budget on June 30 of the contract year.

All funds not encumbered by 30 June of the contract year will be returned to the school district.

4.3.7 The Superintendent or his/her designee shall, in the first instance, exercise judgment under the provisions of this section and said judgment shall be subject to direct appeal to the Board. The Board's judgment shall be final and not subject to the grievance procedure of this agreement.

4.3.8 Teachers may use professional development monies to pay for New Hampshire recertification costs.

ARTICLE V EVALUATIONS AND TEACHERS' FILES

5.1 EVALUATIONS:

5.1.1 The purpose of observations and evaluations is to help the teacher, thus all observations and evaluations shall be made in accordance with the evaluation procedure established by the Board. All observations of teachers for the purpose of evaluation shall be conducted in person and with the full knowledge of the teacher. The teacher shall have the right to append remarks to the formal report within five (5) business days of its receipt and any and all such remarks shall be included in the teacher's file. No evaluation report shall be included in the teacher's file, be sent to the central administration, or otherwise acted upon without the teacher having been given an opportunity to review such evaluation.

Teachers having reached 5 years of service with the district will be formally evaluated at least once every three (3) years. Additional evaluations will be at the discretion of the Superintendent.

5.2 PERSONNEL FILES:

5.2.1 No material referring to a teacher's conduct, service, or character shall be placed in their personnel file unless such teacher is knowledgeable of the material and is given a dated copy.

5.2.2 Upon request, teachers shall be given access to their individual personnel file with 24 hours' notice during regular business hours. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in their individual file at the expense of the teacher. No material will be removed prior to the teacher's inspection of his/her individual personnel file. Material will be removed from the files and destroyed by mutual consent of the teacher, the person responsible for the information and the Superintendent; or when a teacher's claim that it is inaccurate, untrue, or unproven is sustained, pursuant to the grievance procedure. Teachers shall have the right to attach an explanation or rebuttal to any material that they believe is unfavorable to them.

5.3 EMPLOYMENT:

Preparation and years of experience for newly employed or re-instated teachers shall be computed by the Superintendent and the School Board for placement on the salary schedule. Candidates for new employment will be shown a current salary schedule prior to employment. The District shall provide the Association president or designee a list of new hires by September 30 of each year with their step and track.

5.4 TRANSPORTING CHILDREN:

Teachers will not, except under emergency situations, be expected to transport children with the exception of teachers having the duty of transporting students as part of their normal assignment.

5.5 NOTICES AND ANNOUNCEMENTS:

All official school notices and announcements will be posted on a designated bulletin board or distributed to each individual teacher in the building.

5.6 DISCIPLINARY ACTION:

5.6.1 No teacher will be suspended, disciplined, officially reprimanded, or reduced in rank or compensation without just cause. Non-renewal and discharge of teachers shall be in accordance with prevailing State Educational Statutes.

5.6.2 Both parties shall have the right to representation at every formal stage of any disciplinary proceeding or action.

5.6.3 Nothing in this contract shall be construed to deprive a teacher, the Association, or the Board of their rights under the law.

ARTICLE VI LEAVE PROVISIONS WITH PAY

Teachers will be entitled to temporary leaves of absences from school with full pay as herein set forth:

6.1 SICK LEAVE:

For the purpose of determining total accumulated leave, annual unused sick and personal days will be counted. The Board agrees to reimburse teachers who have accumulated over the maximum of one hundred ten (110) days at rates as follows:

\$150 for each accumulated day over 110.

Donations to the sick back are excluded from the buy-back plan.

6.1.1 The employee will provide satisfactory evidence of illness when absence under the sick leave provision of this contract exceeds five (5) consecutive work days. It shall be the right of the Superintendent to require verification of illness. No action shall lie against the Superintendent, at law or by virtue of grievance, for the Superintendent's exercise of such right.

6.2 EMERGENCY DAYS:

Up to two (2) emergency days during a school year for uncontrollable emergency situations, subject to the written approval of the Superintendent or his/her designee.

6.3 PERSONAL DAYS:

Up to three (3) days personal leave during a school year at the recommendation of the principal and approval of the Superintendent or his/her designee. Due to the need to ensure substitute coverage, no more than (4) individuals will be approved, on a first come, first served basis for personal leave on any one day. Such requests shall be submitted in writing at least one (1) week in advance. Personal leave will be limited to legal matters, business transactions, or personal household or family matters that require the teacher to be absent during the school hours. The teacher will not be required to give specific reasons when requesting personal leave; however, in using personal leave, the teacher assures the Board that the reason for which personal leave is being taken cannot be accommodated on a non-school day. The granting of personal leave:

- during the first two weeks from the first work day of the teacher's school year;
- the last two weeks of the teacher's school year;
- immediately preceding and following vacations; and
- immediately preceding and following holidays

will be considered only under emergency circumstances. Such circumstances shall be put in writing to the Superintendent.

6.4 PROFESSIONAL LEAVE:

Absence with full pay will be allowed for three (3) days leave approved in advance by the Superintendent or his designee for educational meetings and conferences or for trips involving school business. All requests for such absences will be made in writing at least one (1) week in advance, when practicable, to the principal and if recommended, will be submitted to the Superintendent for approval. Additional professional days may be requested and approved at the discretion of the Superintendent.

6.5 SICK LEAVE BANK

6.5.1 The Board agrees to establish a sick leave bank to cover teachers in the event of a serious illness or disability. For the purposes of administering the sick leave bank, the parties agree that non-medical child rearing leave is governed exclusively by the provisions of Section 7.1.1.

6.5.2 The sick leave bank shall be administered by a committee composed of three (3) teachers of the Association appointed by the President, the school nurse, and an Administrator appointed by the Superintendent, hereinafter called the Sick Leave Bank Committee.

6.5.3 The Sick Leave Bank rotation list is a list of members of the sick bank to be initially established in July, 2023. The initial list of members was placed in alphabetical order by date of hire. Subsequently, new enrollees, after contributing one day, will be added to the bottom of the list. New enrollees who join the bank on the same day shall be placed on the list in alphabetical order.

6.5.4 To join the sick leave bank, a teacher must sign a Sick Bank Membership Form by September 30th of each year and shall donate one (1) day from those he/she receives in a one-year period to be deposited in said bank, such day to be deducted from the teacher's annual sick leave in the second pay period in October. The Sick Leave Bank Committee will provide the SAU office with a copy of all membership forms as well as the current rotation list by October 1st of each year.

6.5.5 The SAU business office shall deduct days from teachers' sick leave as described above and shall keep a record of days accumulated in the sick bank, which may be audited by the President of the association at any time.

6.5.6 The days in the bank may accumulate up to one hundred seventy-five (175) days. When the bank reaches the maximum accumulation only new enrollees need to contribute to the bank. All new enrollees must contribute for their first three years of participation regardless of the total accumulation in the bank. These days in excess of the maximum

shall be placed in reserve. Any days left in reserve at the end of the school year shall be lost. They shall neither continue to be held in reserve nor restored to the enrollee.

6.5.7 A member becomes eligible to request benefits from the sick leave bank if suffering from a serious illness or disability provided he/she has exhausted all of his/her accrued sick leave. Said member may request up to twenty-five (25) days per application.

6.5.8 The request to use the sick leave bank shall be submitted in writing with supportive medical documentation to the Sick Leave Bank Committee. The committee will determine whether or not, in its judgment, the teacher qualifies to use the sick leave bank. If the Sick Leave Bank Committee has determined that the teacher qualifies to use the sick bank, it will submit its decision to the Superintendent who will release the days for use by the teacher. The decision of the Sick Leave Bank Committee shall be final and shall not be subject to grievance or arbitration.

6.5.9 When the days are drawn on the Sick Leave Bank, the sick days held in reserve shall be used to restore the Sick Bank from a minimum of 100 days to its maximum of 175 days. If the bank falls below the minimum accumulation of 100 days, participants must contribute only one of their sick days in the second pay period in October. Those days will be held to replenish the Sick Bank at the close of the school year in June, beginning with the top of the rotation list, until the Sick Bank is restored to the maximum allowed. Those contributing individuals will then be placed at the bottom of the rotation list. An accounting of the sick bank accrued and used days will be sent to the SAU office no later than June 1st of each year.

6.6 BEREAVEMENT LEAVE:

Employees shall be eligible for up to three (3) days of paid bereavement leave. Teachers will be eligible for up to 5 days of paid bereavement leave in the event of the death of a spouse/significant other or child/stepchild. The Superintendent may approve additional days as necessary which will be deducted from sick days.

6.7 DELEGATION ASSEMBLY:

The Association will be granted two professional days, which will be used to attend the NEA/NH Delegate Assembly.

6.8 DISTRICT ASSIGNMENT:

Teachers may be assigned district assignments as a representative of the district, for purposes such as but not limited to curriculum development, observations, special education meetings, or to attend meetings for the betterment of the school community.

6.9 SABBATICAL LEAVE:

Upon successful completion of six years of experience at Alton Central School, a teacher may apply for a year's leave of absence with one-half the pay of a first year teacher with a BA or BS Degree and no teaching experience and no credits beyond the BA Degree. Such leave will be granted only if the teacher can prepare a work product that can be used to confer some substantive educational benefit to the student body or to the school system. An outline of the proposed work product must be submitted to the Superintendent for approval prior to the granting of the sabbatical.

A teacher who has qualified for a sabbatical, must apply to the Board - through the Superintendent of Schools - before December 1st of the school year preceding the proposed sabbatical. If a sabbatical is granted, and in return for such leave, the teacher must agree in writing to return to Alton Central School for one year of service in an assignment comparable to the one held prior to the sabbatical. The written agreement between the teacher and the Board will include the foregoing conditions as well as a provisions for liquidated damages in twice the amount of the sabbatical pay if the teacher requests a release from the one-year post-sabbatical provisions.

ARTICLE VII LEAVE PROVISIONS WITHOUT PAY

7.1 PARENT LEAVE:

7.1.1 Upon arrival of a child (either natural or adopted), either parent employed as a teacher shall be entitled to up to twelve (12) weeks of job-protected leave, with pay from the teacher's accumulated personal and sick time, or unpaid to the extent that the teacher does not have leave time available. This benefit shall be extended under the terms of the Family Medical Leave Act (FMLA) except that eligibility requirements regarding hours worked in the previous twelve (12) months shall be waived. After exhausting this period of leave, the teacher may request an unpaid leave of absence of up to an additional twelve (12) weeks by submitting such request in writing to the Board.

7.1.2 Upon return from such previously approved leave by the School Board, the teacher shall be returned to a position for which the teacher is certified.

7.2 LEAVE OF ABSENCE:

Unpaid leaves of absence for purposes other than educational enrichment may be granted for up to one (1) year upon recommendation of the Superintendent and approval of the Board. A teacher, who is on leave of absence for more than one-half of the school year, shall be placed on the same step on the salary schedule that he or she was on when the leave began.

ARTICLE VIII GRIEVANCE PROCEDURES

8.1 DEFINITIONS:

- 8.1.1** An aggrieved person is the person making the complaint. The employee may be represented by a person of his/her choosing or a duly designated representative of the Association. The Association representative shall have the right to be present at any formal grievance hearing, even if the employee has his/her own representative.
- 8.1.2** A party in interest is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 8.1.3** Grievance or Complaint means an alleged violation, misinterpretation or misapplication of any article of this agreement.
- 8.1.4** The time limits of this article shall refer to school days except in a case where they would be beyond the end of the school year; in such a case, a school day shall be defined as Monday through Friday excluding national holidays.

8.2 INFORMAL STEPS:

- 8.2.1** The usual procedure for an employee with a grievance is to discuss the matter in a conference with the individual's immediate supervisor. If the issue is not resolved through this process, the individual may seek a conference with the Principal. It is expected that most grievances will be satisfactorily resolved through this procedure.
- 8.2.2** A grievance is waived and will not be considered if not initiated, at the informal level, within twenty (20) school days from when the employee should have reasonably known of the occurrence.
- 8.2.3** It is understood that the parties involved and witnesses will be guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to processing a grievance.

8.3 FORMAL STEPS:

- 8.3.1 STEP 1:** If a grievance persists after a conference with the Principal, the aggrieved person may, within ten (10) school days, reduce the grievance to writing stating the specific violations of the contract, and submit it to the Principal who will consider the evidence provided by the aggrieved and prescribe any corrective action, if necessary, within ten (10) school days. The decision of the Principal shall be in writing.

8.3.2 STEP 2: If the grievance is not resolved in Step 1, the aggrieved, within ten (10) school days, may appeal to the Superintendent of Schools, in writing and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above and the grounds upon which the appeal is based. Upon receipt of the grievance, either party may request a meeting, which shall be scheduled within ten (10) school days. If a meeting does take place, the Superintendent or his/her designated representative shall communicate his/her decision to the aggrieved employee within ten (10) days of the meeting. If the meeting does not take place, the Superintendent or his/her designated representative shall communicate his/her decision in writing to the aggrieved employee within ten (10) days after receipt of the grievance. When the employee is not represented by the Association at this step, the Superintendent shall furnish the Association with a copy of the appeal from Step 1 together with a notice of the date of the meeting. In such cases, the Association may be present and state its view whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement.

8.3.3 STEP 3: If the grievance is not resolved at Step 2, the aggrieved employee and/or his/her representative on his/her behalf, may appeal to the School Board in writing within ten (10) school days, and such writing shall set forth specifically the act or conditions on which the grievance was based in the second step above and on the grounds upon which the appeal is based.

8.3.4 The Board shall schedule a meeting not less than ten (10) school days no more than thirty (30) school days after the receipt of the appeal. The date of the hearing may be postponed or made sooner by mutual agreement of both parties. All hearings conducted by the School Board shall:

8.3.4.1 be in non-public session of the Board with only interested parties present unless the aggrieved teacher requests an open meeting as per RSA 91-A:3.

8.3.4.2 give all interested parties the opportunity to be represented by a person of their choosing, to present sworn testimony, to present witnesses and documentary evidence, to cross-examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices, and requests shall be reasonably furnished to all opposing parties and either party shall have the right, at its own expense, to have a verbatim transcript.

8.3.5 Failure at any of the above steps of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal to the next step of this procedure.

8.3.6 Failure at any of the above levels of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

8.3.7 The Board shall render a decision in writing within twenty (20) school days after the hearing has been concluded. The action of the School Board shall be final except as State or federal law provides subsequent action.

ARTICLE IX ASSOCIATION PRIVILEGES

9.1 PRIVILEGES:

The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association or participation in any of its activities or the exercise of individual rights under RSA 273-A.

9.2 DUES DEDUCTION:

Deduction shall be made in nearly equal amounts for twenty (20) pay periods, beginning with the first pay period. Deductions will be made for and only after authorization of the teacher; said authorization having been delivered in hand to the Superintendent of Schools not later than the August 20th preceding the authorized deduction. New teachers will have until the end of the second week in September to submit their dues deduction authorizations. Dues deducted shall be remitted bi-weekly to the Association's Treasurer. When a teacher terminates prior to completion of the contract, the remainder of the dues will be deducted from the final paycheck. The Association agrees to hold the Board harmless as a result of this provision.

The Association agrees to hold the Board harmless from any responsibility to obtain dues deduction authorizations or to be responsible for the payment of any dues other than those withheld in accordance with state and federal law.

9.3 PRINTING AND DISTRIBUTION OF THE AGREEMENT:

The Board and the Association agree to share equally the costs of reproducing this agreement. The Association agrees to distribute copies of this agreement to members of the bargaining unit; the Board agrees to distribute copies of this agreement to the administrative and supervisory personnel in the district.

9.4 THE ALTON SCHOOL DISTRICT POLICY MANUAL:

The Alton School District Policy Manual shall be made available on the Alton School District/Alton Central School website. The Association president will be duly notified of updates made to the policies.

9.5 USE OF FACILITIES:

9.5.1 Before the opening of school, during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas in the school

building for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with and approved by the Principal forty-eight (48) hours in advance.

9.5.2 The Association agrees to pay any additional custodial and related costs to the district should any be involved as a result of such meetings.

9.5.3 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on designated bulletin boards with the advance verbal approval of the Principal. The Association may use employee mail boxes for communication to all teachers with the advance knowledge of the Principal. The Association may request of the Principal from time to time the opportunity at faculty meetings to present announcements and with the Principal's advance verbal approval may make such announcement thereafter.

ARTICLE X COMPENSATION

10.1 PURPOSES OF A SALARY SCHEDULE:

10.1.1 To provide management with an effective tool for administering an equitable employee compensation plan.

10.1.2 To provide labor with information on how management will administer employee compensation.

10.1.3 To provide management and labor with a basis for good faith bargaining on one aspect of employee compensation.

10.2 UNDERLYING PRINCIPLES OF A SALARY SCHEDULE:

10.2.1 Should provide a basis for hiring new employees based on training and experience directly related to the proposed teaching assignment, and district needs.

10.2.2 To provide a basis for equitable changes in compensation based on (a) further training and (b) increased experience.

10.2.3 Should provide a basis for improved instruction through financial incentive to employees to improve and extend their professional skills.

10.3 BASIC STRUCTURE OF A SALARY SCHEDULE:

10.3.1 TRACK MOVEMENT

Upon attainment of the necessary credits from graduate-level courses from a regionally/nationally accredited institution, an employee shall provide the central office with the necessary proof. For budgeting purposes, any teacher anticipating track movement for the following school year must notify the SAU #72 Office no later than October 1st of the school year preceding the year track movement is sought. Provided that notification was received by October 1st in the prior year the employee's salary shall be adjusted for the pay period following receipt of official transcripts.

10.4 PLACEMENT

Alton teachers shall be entitled to all graduate-level credits earned for the purpose of salary track placement: i.e., teachers with a BA+20 or BS+20 credits shall be placed on Track 2. Those with a BA+40 or BS+40 credits or those with a MA or MS degree shall be placed on Track 3. Those with a MA+30 or MS+30 credits or CAGS shall be placed on Track 4.

Beginning on July 1, 2024, any teacher who has earned a terminal degree (CAGS, EdD, or PhD) shall be placed on Track 5.

Those teachers working in the Alton School District on or before June 30, 2009 who have taken graduate-level credits prior to earning an MA, MEd or MS will be permitted to use those credits toward Track Movement.

10.5 SALARY SCHEDULE –

The salary schedule will be adjusted as follows:

2023-2024- 3.59% increase for Track 1, 4.19% increase for Track 2, 5.53% increase for Track 3, 6.05% increase for Track 4, 3.59% increase for teacher off step.

2024-2025- 3.5% increase, and addition of a fifth track for teachers who earn a terminal degree (CAGS, EdD, PhD), which will be 4% higher than the fourth track on the salary schedule. A Step 17 will also be added.

2025-2026- 3.5%

2026-2027- 3%

2023-24					
	Track 1	Track 2	Track 3	Track 4	
1	41,992	43,671	47,035	50,394	
2	43,849	45,508	48,863	52,240	
3	45,701	47,349	50,689	54,087	
4	47,557	49,192	52,524	55,937	
5	49,410	51,035	54,351	57,781	
6	51,268	52,874	56,181	59,633	
7	53,122	54,719	57,989	61,479	
8	54,976	56,558	59,841	63,328	
9	56,829	58,397	61,669	65,173	
10	58,684	60,241	63,500	67,024	
11	60,540	62,082	65,329	68,870	
12	62,395	63,922	67,050	70,721	
13	64,468	65,763	68,989	72,566	
14	64,468	67,858	70,818	74,415	
15	64,468	67,858	72,951	76,261	
16	64,468	67,858	72,951	78,467	

2024-25					
	Track 1	Track 2	Track 3	Track 4	Track 5
1	43,462	45,200	48,681	52,158	54,244
2	45,383	47,101	50,573	54,069	56,231
3	47,300	49,006	52,463	55,980	58,219
4	49,222	50,914	54,363	57,895	60,211
5	51,140	52,822	56,253	59,804	62,196
6	53,062	54,725	58,147	61,720	64,189
7	54,981	56,634	60,018	63,631	66,176
8	56,900	58,538	61,935	65,544	68,166
9	58,819	60,441	63,827	67,454	70,152
10	60,738	62,349	65,722	69,369	72,144
11	62,659	64,254	67,616	71,280	74,132
12	64,579	66,159	69,396	73,196	76,124
13	66,725	68,064	71,404	75,106	78,110
14	66,725	70,233	73,297	77,020	80,101
15	66,725	70,233	75,504	78,930	82,087
16	66,725	70,233	75,504	81,214	84,462
17	66,725	70,233	75,504	81,214	87,840

2025-26					
	Track 1	Track 2	Track 3	Track 4	Track 5
1	44,983	46,782	50,385	53,983	56,143
2	46,972	48,749	52,343	55,961	58,199
3	48,956	50,722	54,300	57,939	60,256
4	50,944	52,696	56,265	59,921	62,318
5	52,930	54,670	58,222	61,897	64,373
6	54,919	56,640	60,182	63,880	66,436
7	56,906	58,616	62,119	65,858	68,492
8	58,892	60,587	64,103	67,838	70,552
9	60,877	62,557	66,061	69,815	72,608
10	62,863	64,531	68,022	71,797	74,669
11	64,852	66,503	69,982	73,775	76,726
12	66,839	68,474	71,825	75,758	78,788
13	69,060	70,447	73,903	77,734	80,844
14	69,060	72,691	75,862	79,716	82,904
15	69,060	72,691	78,147	81,692	84,960
16	69,060	72,691	78,147	84,056	87,419
17	69,060	72,691	78,147	84,056	90,914

2026-27					
	Track 1	Track 2	Track 3	Track 4	Track 5
1	46,333	48,185	51,896	55,603	57,827
2	48,381	50,212	53,913	57,640	59,945
3	50,425	52,243	55,929	59,677	62,064
4	52,473	54,277	57,953	61,719	64,188
5	54,517	56,310	59,969	63,754	66,304
6	56,567	58,340	61,988	65,797	68,429
7	58,613	60,374	63,983	67,834	70,547
8	60,659	62,404	66,026	69,873	72,668
9	62,703	64,434	68,043	71,909	74,786
10	64,749	66,467	70,063	73,951	76,909
11	66,798	68,498	72,082	75,988	79,028
12	68,845	70,529	73,980	78,030	81,152
13	71,132	72,560	76,120	80,066	83,269
14	71,132	74,872	78,138	82,107	85,391
15	71,132	74,872	80,491	84,143	87,509
16	71,132	74,872	80,491	86,578	90,041
17	71,132	74,872	80,491	86,578	93,642

10.5.1 LONGEVITY STIPEND

Teachers who have eleven (11) or more years of service to the Alton School District shall receive non-cumulative longevity compensation, half to be paid the first pay period in December and half to be paid in the last pay period in June according to the following schedule:

Years' of Service	11-15	\$1,500
Years' of Service	16-20	\$2,000
Years' of Service	21-25	\$2,500
Years' of Service	26-30	\$3,000
Years' of Service	31-35	\$3,500
Years' of Service	36+	\$4,000

10.6. SAU COMMITTEE COMPENSATION

10.6.1 Teacher will receive four percent (4%) of the Track 1 / Step 1 base salary for each assignment to a Board-approved ACS Committee. The Association will be provided a list of current approved committees at the start of each school year and whenever a new committee is approved with a number of scheduled required meetings. The teacher's stipend will be pro-rated based upon the percentage of meetings attended. In no case will a teacher be paid for meetings he/she did not attend.

10.6.2 SAU Committee members will keep a record of hours on a district time card and have the committee chair sign off on the number of hours. Only time worked outside of contracted school year/day/hours to complete the task will be compensated at this rate. Committee members will be paid twice per school year, half the first pay period in December and half the last pay period in June.

10.7 CRITICAL SHORTAGE ADJUSTMENT - NEW PERSONNEL:

The Board may, in its discretion, hire personnel with a one-time bonus up to \$5,000 when it determines that there is a critical need for personnel. The individual(s) who accept the bonus shall commit to teaching in the District for a minimum of three (3) years unless the individual does not perform satisfactorily. If the individual leaves the District prior to the 3rd year, he/she will be required to reimburse the total amount of the bonus.

The District's needs for personnel may occur in areas in which there is a critical shortage of candidates; critical shortage will be declared by the New Hampshire State Commissioner of Education.

No person employed under the provisions of this section will be hired at a salary rate greater than a continuing member of the staff who is qualified to teach in the area of the shortage and who has been notified in writing of the vacancy.

10.8 LONGEVITY RETIREMENT BONUS

10.8.1 The Board will recognize loyal and long teaching service to the District through payment of a retirement bonus based on the following:

ITEM	Minimum Benefit	Maximum Benefit
a) Minimum age attained	60	60
b) Years in teaching	20	20
c) Years in Alton	10	20
d) Percent Employed	50%	100%

The maximum benefit is \$10,000 teachers who have taught full time for twenty (20) years in Alton.

The benefit for those with less service at Alton Central School and/or Prospect Mountain High School will be as follows: Percent of years at Alton Central School and/or Prospect Mountain High School (where the teacher’s years of service at the schools is the numerator and 20 is the denominator) times percent of full time (on average, over the teacher’s entire length of service at the schools) times \$10,000.

10.8.2 Upon retirement, a teacher with fifteen (15) or more years of service in Alton shall be compensated for 25% of accumulated sick days up to 110 days. Such compensation shall be equal to 50% of the certified substitute compensation rate.

10.8.3 The parties recognize that teachers may wish to retire early. The Board agrees to provide health insurance for those who wish to retire after reaching age 60, provided that by the date of retirement they have worked as a certified public school teacher or administrator for at least twenty (20) years and for the Board for at least ten (10) years.

Eligible Teachers will be provided a continuation of health insurance plan(s) as are provided to Teacher under the then current CBA. The District will pay 100% of the premium cost of a single person plan, and the Teacher shall have the option of paying the difference for a two-person or family plan.

Insurance coverage shall be provided for eligible Teachers for up to one (1) year for every five (5) years of public school certified teaching or administrative service, up to a) a maximum of five (5) years or b) age 67, or c) when the teacher becomes eligible for Medicare benefits, whichever occurs first.

Teachers who wish to be considered for participation must notify the Board of their intention to retire by November 15 of the last individual teacher contract year, or intend to retire at the end of that individual contract year. No more than two (2) Teachers may exercise this option in any one year. Eligible teachers shall be selected on the basis of seniority at Alton Central School. A lottery will be used in the event of a tie.

10.8.4 The retiring teacher must have notified the Board in writing, by 1 October of the last individual teacher contract year, of intent to retire at the end of that individual teacher contract year for budgeting purposes.

10.9 METHOD AND TIME OF SALARY PAYMENT:

Teachers shall be paid on a bi-weekly basis commencing on the first payroll in August. Bi-weekly pay shall be computed based on:

- 22 equal bi-weekly payment OR
- 22 payments based on twenty-six equal installments and a final payment in June, equaling four bi-weekly installments OR
- 26 equal installments

The annual salary of a teacher working less than full-time shall be pro-rated based on their FTE percentage.

If a teacher seeks to be released from a contract, the Board reserves the right to hold the teacher to the signed contract until full reimbursement has been made for all funds paid in advance, including salary, retirement, and insurance. Any legal costs incurred by the Board in recovering these funds shall also be paid by the teacher.

10.10 HEALTH INSURANCE:

The School District will offer the School Care Yellow with Choice Fund and Orange health plans for teachers who qualify and become members of the plan.

For the Yellow with Choice Fund Plan, the District will pay 93% of the cost of a single, two-person, or family plan during the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years. The District shall provide and fund a medical Flexible Spending Account (FSA) in which each employee may voluntarily enroll. The FSA account will allow employees to pay for qualified medical expenses on a pre-tax basis pursuant to IRS Section 125. Each account may be funded up to the IRS maximum amount, currently \$3,050, by the District and paid back by each participating employee by payroll deduction. At the end of each plan year, the IRS issued maximum carryover amount of unused funds (currently \$610) will rollover into the subsequent plan year. Should the IRS maximum amount be amended at the beginning of the calendar year, the new maximum amount will take effect on July 1 of each year.

For the Orange Plan, the District will pay 95% of the cost of a single, two-person, or family plan in the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years. The District will contribute to the teacher's Health Savings Account (HSA), provided the teacher

completes necessary paperwork to establish that account, at the level of \$2,000 for a single plan or \$4,000 for a two-person or family plan during the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years.

10.11 HEALTH INSURANCE BUY BACK

The School District agrees to pay \$4,500 to any teacher who does not elect to participate in School Care, Plan One upon evidence of a certificate of insurance, the buyback will be paid in two equal installments, December and June .

10.12 DENTAL INSURANCE

The School District will pay one hundred (100) percent of the complete cost of Delta Dental, Option IA, single person coverage for full time teachers who qualify and become members of the plan. The Board will pay ninety-five (95) percent of two-person coverage and ninety (90) per cent for family coverage, for full time teachers who qualify and become members of the plan. The teacher will pay the remaining percentage through payroll deduction.

A committee of the Board and the Association may elect a different dental plan during the term of this Agreement provided the benefits are equivalent to the “Delta Dental, Option 1A” and subject to Board Approval.

10.13 EDUCATIONAL BONUS

All teachers will be paid a one-time bonus of \$2,500 who obtain or have obtained a doctorate in a field related to his/her current teaching assignment. Such payment will be included with the final June payment.

ARTICLE XI AGREEMENT CHANGES

11.1 This agreement may not be altered, changed, added to, deleted from or modified without the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE XII SAVINGS CLAUSE

12.1 If any article or part of this agreement is held to be invalid by operation of law, the remainder of the agreement shall not be affected thereby and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XIII DURATION

13.1 The provisions of this agreement will be effective July 1, 2023 and will remain in full force and effect until June 30, 2027

The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

If the parties are unable to reach agreement on a subsequent contract effective July 1, 2027, then the doctrine of "Status Quo" shall govern the parties' relationship. Status Quo shall be defined as per the Supreme Court decision of 1995. (Appeal of the Alton School District, 140 NH 1995).

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS

THIS DAY OF April, 2023

ALTON TEACHERS' ASSOCIATION



Derek Pappaceno,
ATA President



(Witness)

ALTON SCHOOL BOARD



Pamela McLeod,
School Board Chairman



(Witness)