

**SOMERSWORTH SCHOOL DISTRICT
SOMERSWORTH, NEW HAMPSHIRE**

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

JULY 1, 2023 THROUGH JUNE 30, 2026

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40 This Agreement is made between the Somersworth Association of Educators (herein also called
41 the Association or SAE) and the School Board of Somersworth; New Hampshire (herein also
42 called the Board):
43

44 ARTICLE 1 - RECOGNITION
45

- 46 A. For the purposes of collective negotiations the Board recognizes the Association
47 as the exclusive representative of all professional personnel, whose employment
48 shall require them to hold a professional certificate issued by the State Board of
49 Education, as well as nurses and speech/language pathologists, except those to be
50 classified below as administrators.
51

52 Administrators shall include anyone whose job is primarily supervision of
53 personnel, including principals, assistant principals, and career technical center
54 directors.
55

56 Also classified herein are the part-time positions of directors, department heads,
57 and head teachers, while in the performance of their administrative tasks.
58

- 59 B. The Association agrees to represent all such professional personnel in the
60 Somersworth School District without discrimination and without regard to
61 membership in the Association.
62

63 C. Definitions
64

65 1. The term "school" as used in this Agreement means any work location
66 maintained by the Board where instruction is offered to the children
67 enrolled in the Somersworth School District.
68

69 2. The terms "the teacher" and "the professional employee" as used in this
70 Agreement shall mean any member of the group of professional
71 certified/certifiable personnel.
72

73 3. The term "days" as used in this Agreement shall mean school days, except
74 as noted elsewhere, and except in the case of summer vacation, when the
75 term "days" shall mean regular weekdays.
76

77 D. Part Time Teachers
78

79 The part-time teacher is defined as one who is contracted for less than a full-time
80 position. The position could call for a fraction of each day during the week or
81 from one to four whole days during the week.
82

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

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

- 89
90 1. Health and Life Insurance: The Board's contributions will be prorated.
91 Teachers who qualify for this coverage may choose to contribute the
92 difference between the prorated contribution of the Board and the full cost
93 of the insurance.
- 94
95 2. Liability Insurance: Full coverage will be extended by the Board.
- 96
97 3. Tuition/Course Reimbursement: Part-time teachers will not qualify for
98 reimbursement.
- 99
100 4. Sick Leave: Leave will be prorated consistent with the percentage of
101 time employed.
- 102
103 5. Maternity Leave: Leave will apply to part-time teachers.

104 105 ARTICLE 2 - NEGOTIATIONS PROCEDURES

106
107 The Association and the Board agree to enter into collective negotiations in accordance
108 with RSA 273-A New Hampshire law.

109 A. Statement of Intent

110
111 On or before October 1, prior to the expiration of the Agreement, each party may
112 submit to the other written notice of its intention to negotiate a successor
113 agreement concerning salaries, fringe benefits, and terms and conditions of
114 employment as defined in New Hampshire RSA 273-A.
115
116

117 ARTICLE 3 - AGREEMENT

- 118
119 A. If any provisions of this Agreement or any application of the Agreement to any
120 employee or group of employees shall be found contrary to law, then such
121 provision or application shall not be deemed valid and subsisting, except to the
122 extent permitted by law, but all other provisions or applications will continue in
123 full force and effect. The parties will meet not later than fourteen (14) days after
124 any such holding for the purpose of renegotiating the provision or provisions
125 affected.
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131

132 ARTICLE 4 - GRIEVANCE PROCEDURE

133
134 A. Definitions

- 135
136 1. A "grievance" shall mean a complaint by a teacher or by the Association
137 concerning an alleged violation or an alleged inequitable application of
138 any of the provisions of this Agreement concerning the terms or
139 conditions of employment.
140
141 2. An "aggrieved person" is the person or persons making the complaint, also
142 known as the "grievant."
143
144 3. A "party in interest" is any person or persons making the complaint and
145 any person who might be required to take action or against whom action
146 might be taken in order to resolve the complaint.
147

148 B. Initiation and Processing

- 149
150 1. Failure at any step of this procedure to communicate the decision within
151 the specified time limits shall automatically move the grievance to the
152 next step. The Board must act within the established timeline or the
153 grievance is accepted.
154

155 2. Regular Procedure

156
157 Within thirty (30) calendar days of the occurrence (or awareness of the
158 occurrence) of the incident giving rise to the grievance, the teacher shall
159 submit to the principal and the Association President their complaint.
160 Such complaint shall be made in writing on the Grievance Report Form
161 (Appendix E) and shall be discussed by the grievant and the principal at
162 that time. The principal shall respond with their decision in writing
163 within five (5) school days.
164

165 If such decision is not satisfactory to the teacher, the teacher shall forward
166 the grievance to the Superintendent and the Association President within
167 five (5) school days. Within five (5) school days of receipt of said
168 grievance, the Superintendent shall convey to the teacher their decision in
169 writing.
170

171 If the teacher is still unsatisfied with the decision, said teacher shall be
172 granted a board hearing at the next regularly scheduled meeting of the
173 Board, provided a five (5) day interval occurs between the receipt of the
174 grievance and the date of the next meeting, such hearing to be held in
175 either public or non-public session at the decision of the grievant. In the
176 event there is no regularly scheduled meeting within three (3) weeks, the
177 Board will hold a meeting within fourteen (14) days of the filing at this
178 level.

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

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

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

- 3. Procedure for Securing the Services of an Arbitrator: The following procedure will be used to secure the services of an arbitrator.
 - a. A request for a list of qualified arbitrators shall be made to the American Arbitration Association whose rules shall apply.
 - b. The arbitrator shall limit themselves to the issues submitted to them and shall consider nothing else. They may add nothing to nor subtract anything from the Agreement between the parties. The findings and decision of the arbitrator shall be final and binding on the Association, the grievance, and the Board.

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

C. Rights of Teachers to Representation

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

- 222 2. When a grievance has been reduced to writing and submitted by other than
223 the Association, the Superintendent shall notify the Association within
224 five (5) school days and shall include any materials submitted.
225
226 3. The Board and the Association shall assure that the parties in interest and
227 witnesses are guaranteed freedom from restraint, interference, coercion,
228 discrimination or reprisal with respect to the processing of a grievance. In
229 communication with any prospective employer, the administration shall
230 avoid reference to the filing of a grievance by any teacher.
231
232 4. Grievance meetings at the principals' and Superintendents' levels will not
233 be conducted during instructional class time. Grievance hearings before
234 the Board will be held after school.
235

236 D. Costs

237
238 The fees and expenses of the arbitrator will be shared by the two parties equally.
239

240 E. Personnel Files

241
242 All documents, communications, and records dealing with the processing of a
243 grievance shall be filed separately from the personnel files of the participants. A
244 copy of all documents considered "discoverable" under New Hampshire law shall
245 be given to the grievant and the grievant shall give all such documents to the
246 Board.
247

248 F. Group Grievances

249
250 A grievance which involves a number of teachers not restricted to one (1)
251 building principal shall commence at level two (2).
252

253 ARTICLE 5 - CONTINUITY OF OPERATIONS

254
255 A. Both parties, the Association and the Board, agree to adhere to New Hampshire
256 RSA 273-A.
257

258 B. Board Rights

259
260 The Board and the Association understand that neither the Board nor the
261 Superintendent may lawfully delegate powers, discretion, and authorities which
262 by law are vested in them, and this Agreement shall not be construed as to limit or
263 impair their respective statutory powers, discretion, and authorities.

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C. Association Rights

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

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

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

D. Teachers' Rights

1. Board policy books are available in each school building. One copy of up-to-date policy book will be made available to the Association president. The Association president will receive all policy revisions and changes for maintaining the one policy book. All policies are available for review on the SAU website.
2. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
3. Teachers' rights, as recognized in the Board policy manual, may be amended as mandated by state and federal law.
4. There shall be no reprisal taken against any teacher by reason of their membership in the Association or participation in its activities nor shall reprisals be taken against a teacher or teachers as a result of the processing of a grievance.
5. No teacher shall be disciplined except for just cause.

306 ARTICLE 6 - ELECTION OR TERMINATION OF CONTRACT

307
308 Teachers who are not to be reemployed in the District shall be notified in writing no later
309 than April 15 or the date established by New Hampshire statute. No teacher with
310 continuing contract status shall be non-renewed, suspended, reduced in rank or
311 compensation without a due process hearing before the Board under the guidelines
312 established by appropriate state laws. All information forming the basis for such action
313 shall be made known to the teacher prior to such hearing.

314
315 If an administrator has a concern about a teacher's performance, they will voice those
316 concerns in writing to that teacher on a continuing contract prior to January 30 so that the
317 teacher will have ample time to remedy the problem before the Board takes any action
318 concerning the non-renewal of that teacher. Such notice shall also contain suggestions for
319 improvement of the areas of concern voiced by the administrator.

320
321 Teachers may challenge the areas of concern and/or suggestions for improvement to the
322 Superintendent in the event that they are unjust or untrue.

323
324 The Board decision concerning election or termination of employment shall be governed
325 by the appropriate state laws.

326
327 After July 1 of any year, an employee who wishes to resign their contract for current year
328 must have permission from the School Board or designee before that resignation will be
329 accepted. In cases of extreme hardship, the employee can ask the school board or
330 designee for reconsideration.

331
332 ARTICLE 7 - GRANTING BONUS OR WITHHOLDING OF EXPERIENCE INCREMENT

333
334 The Board reserves the right to grant a bonus and the right to withhold an experience
335 increment from a teacher for just cause. If the Board is considering any such action, the
336 reason(s) shall be stated in writing and accompany the teacher's contract. The letter shall
337 stipulate that the Board is considering such action. The teacher shall have the right to
338 request, within five (5) days, a hearing with the Board. A final decision will be made no
339 later than April 30 and the teacher shall be notified of the Board's decision within five (5)
340 days of such decision.

341
342 ARTICLE 8 - CONSULTATION ON EDUCATIONAL PROGRAMS

343
344 In connection with making major changes in programs and policies, the Board or a
345 committee thereof, acting through the Superintendent of schools, will notify the president
346 of the Association. The said committee may submit to the Superintendent for the
347 transmission to the Board written recommendations relative thereto.

348
349 The negotiations committee of the Association may also submit to the Board through the
350 Superintendent its recommendations for major changes in programs and policies. The
351 Board agrees to give due consideration to such recommendations of the Association. It is

352 understood that the final decision with respect to programs and policies is the
353 responsibility of the Board, and it is free to consult with such members of the District's
354 staff and other persons as it may elect at any time.

355 ARTICLE 9 - OBSERVATIONS, EVALUATIONS, AND RECORDS

357
358 A. The parties recognize the importance and value of a procedure focusing our
359 Professional Partnership Model as part of our new Educator Support System. We
360 believe the process is to encourage and engage professional partnerships that
361 nourish a supportive, risk-taking, transparent approach to effective teaching and
362 learning which ensures a comprehensive and holistic learning experience for all
363 children.

364
365 The SAU 56 Professional Partnership Educator Growth and Support model
366 adopted April 7, 2015, shall be the district document regarding Teacher
367 Observation/Evaluation.

368
369 All summative evaluations will be completed by **May 1st** each year.

370
371 If there is a concern regarding a continuing contract teacher's performance then
372 the observation of that teacher must be completed prior to the January 30th
373 deadline and the teacher notified prior to **January 30th**.

374
375 B. Complaint Procedure

376
377 In the event that a teacher feels that their evaluation was unjust, they may put
378 their objections in writing and have them attached to the evaluation report to be
379 placed in their personnel file.

380
381 A copy of the summative evaluation signed by the Principal and the teacher shall
382 be submitted to the Superintendent. A teacher's signature shall indicate only that
383 they have seen the evaluation, and nothing else. No teacher shall sign a blank or
384 incomplete form.

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

392
393 C. Personnel Files

394
395 The personnel file shall be maintained by the Superintendent for each teacher in
396 the school district. Said file may contain the application for employment, college

397 credentials, transcripts, evaluations, reports, recommendations, and
398 correspondence pertaining to the individual's job performance.

399
400 Beyond the above listed items and such items as benefit contracts common to all,
401 nothing shall be placed in the personnel file without the teacher's personal
402 knowledge. New items shall be reviewed with the teacher prior to placement in
403 their file. Such review shall be acknowledged by the teacher's signature. The
404 Superintendent shall, upon request (at least 24-hour notice), permit teachers to
405 review the complete contents of their own personnel files and to make copies of
406 the same, assessing them the cost of said copies.

407
408 Personnel files may be maintained by an immediate supervisor and/or principals
409 and shall be subject to the same rights as described herein consistent with the
410 provisions of federal law. Personnel folders maintained by persons other than the
411 Superintendent shall be subject to the same rights as described herein.

412 413 ARTICLE 10 - ASSIGNMENT AND TRANSFER

414
415 A. The teaching staff shall be assigned to particular school buildings by the
416 Superintendent within the limits of contractual agreement. Reassignment may be
417 made when, in the judgment of the Superintendent, such reassignment or transfer
418 is good for the school system.

419 B. Notice of Subject, Grade Level, and Building Assignments

420
421 All teachers will be given written preliminary notice of their subject, grade level,
422 and building assignments no later than June 7. The preliminary assignment will
423 not be changed without conferring with the affected teacher relative to the need
424 for such change. This conference shall include the Superintendent, the
425 principal(s), and the teacher(s) involved and will consider the teacher(s)' length of
426 service in the District, then area of competence, major or minor field of study,
427 impact on the children, and other relevant factors.

428
429 All changes in grade, subject matter, or building assignment will be voluntary
430 whenever possible. All changes will be made for sound educational reasons. A
431 teacher being involuntarily transferred shall not be placed in a position for which
432 they are not certified, except in an emergency, nor in one which involves
433 reduction in rank or compensation. Involuntary changes will be subject to the
434 same conference outlined above.

435
436 All transfers and changes in assignment shall be finalized before the summer
437 recess subject to unanticipated developments, e.g., contract termination or release
438 and significant changes in pupil population. With the exception of voluntary
439 transfers, vacated positions will be advertised and a concerted effort made to fill
440 the position with a certified and suitable person from outside the school system. In
441

442 no instance will a continuing staff member be transferred due to a preference of
443 the new employee. The Superintendent's decision is final.

444
445 C. A teacher being transferred or reassigned shall be placed on an equivalent position
446 in the teacher salary schedule. Those teachers who are off the salary schedule
447 shall receive their last year's salary with appropriate increases.

448
449 D. Scope of Instructional Duties
450
451 Teachers shall not be assigned instructional duties outside the scope of their
452 teaching certificates except in an emergency unless a waiver is granted by the
453 New Hampshire State Department of Education.

454
455 The Board will make every reasonable effort to ensure that high school teachers
456 will not be required to teach more than two subject areas and not make more than
457 three preparations in such areas at the same time. Further, this provision shall not
458 preclude the initiation of programs which may deviate from the typical high
459 school instructional approach. Such program changes will not be implemented
460 other than at the beginning of a school year without consultation with the teachers
461 involved, except in cases of emergency.

462
463 At the middle school teachers will not be required to teach more than two
464 subjects, with the exception of teachers so qualified and so certified while
465 teaching in a "self-contained" classroom model.

466
467 ARTICLE 11 – TIME REQUIREMENTS

468
469 A. As a professional each teacher is expected to devote to their work the time
470 necessary to accomplish the task at hand.

471
472 B. The Association agrees that a teacher's day is not necessarily coterminous with
473 that of a pupil. Further, the Board has a right to establish the time of the pupils'
474 and teachers' day. No change in the present schedule will be implemented without
475 consultation. The present time of the respective days is as follows:

476
477 Time of Day Upon agreement between the school board and the union, the
478 schedule below may be adjusted +/- ten minutes maintaining the current number
479 of hours in the school day to accommodate bussing needs. This decision will be
480 finalized by July 15 prior to the current school year.

- 481
482 1. Idlehurst 8:55 am to 3:15 pm
483 2. Maple Wood 8:25 am to 2:45 pm
484 3. Middle School 7:35 am to 2:20 pm
485 4. High School 7:35 am to 2:20 pm
486

487 The only exceptions to the above are snow days, emergencies (e.g., boiler
488 breakdown), or incidents beyond the control of the school where the starting time
489 may be delayed or early dismissal may be granted. Teachers will arrive at school
490 no less than ten minutes prior to the opening of the school day and will remain in
491 school no less than ten minutes after the close of the school day (except that on
492 Fridays or on days preceding a holiday or vacation the teachers may leave at the
493 close of school), provided pressing student needs are accommodated.

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

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

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

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

523 Required open houses shall be limited to one per year for approximately two
524 hours in duration at the elementary and middle school levels. At the high school,
525 there will be two open houses, one in each semester, for approximately 75
526 minutes in duration.
527

528 Duty-free Lunch

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

Elementary teachers shall have preparation time for their classes. Elementary principals shall consult with their respective staffs toward providing an average of forty minutes preparation time daily. This preparation time should be sequential. Teachers at the high school shall have one class period per day preparation time. Teachers at the middle school shall have an average of one class period per day preparation time.

Preparation time shall be used to meet the educational needs of students. Duty assignments during preparation periods may be made only in cases of emergency (one time occurrence). On a volunteer basis teachers may elect to serve as a substitute during their preparation period at a rate of 1/3 the current professional substitute rate. In the event elementary students are placed in an alternative classroom due to the lack of substitutes, teachers will be compensated at a rate of 1/3 the current professional substitute rate. Teachers that are absent will leave substitute plans and a suggested list of student groups to be placed in other classrooms.

ARTICLE 12 – CALENDAR

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

A workshop day may be waived by the Superintendent or their designee for teachers who have previously fulfilled the expectations of the workshop. Approval may be given for individual alternative plans to the scheduled workshop.

Teachers shall be employed for one hundred and seventy-seven (177) school days and eight (8) workshop days.

ARTICLE 13 - REDUCTION IN FORCE

In the event the Board finds it necessary to reduce the number of teachers in the District, teachers not on a continuing contract will be laid off first.

All layoffs shall be in accordance with state laws. Should conditions require that teachers on a continuing contract be laid off, all things being equal, following evaluation, seniority will prevail. If seniority is not the basis for the decision, the teacher on a continuing contract shall be provided with all the information that forms the basis for the lay-off. Any teacher laid off because of a reduction in staff shall have a letter placed in their personnel file stating that said teacher was not offered a new contract because of reduction in staff. Such information shall also be contained in any request for recommendation. Any teacher affected shall be notified in writing within a week of the vote by the Board. Any teacher so affected shall have the right to appeal to the Board

578 within ten (10) days of said notification and may follow the procedures established by
579 state law (New Hampshire RSA 189:14-a and -b).

580
581 When teaching positions become available, (within the classification(s) teacher was laid
582 off), laid off teachers shall be reinstated in inverse order to their being laid off if, at the
583 time of their reinstatement, they are certified. Recall rights shall be listed as follows:

- 584
585 a. They shall exist for one (1) school year following the school year in which
586 the layoff notice is received, or until a position is refused, whichever
587 comes first.
588
589 b. The laid off teachers(s) shall maintain an up-to-date record with the school
590 department as to where they can be notified of a recall.
591
592 c. Teachers must accept a recall within ten (10) days after notification or be
593 deemed to have waived such rights.
594
595 d. Upon return, a recalled teacher shall be placed on their appropriate step on
596 the salary schedule; and all benefits to which the teacher was entitled prior
597 to the Reduction in Force, including unused accrued sick leave, will be
598 returned.
599

600 ARTICLE 14 - SALARIES

601 A. General

602
603 Each and every teacher employed by the District shall be placed on their proper
604 salary step and degree track. **Effective 7-1-2016, steps will equate to years of**
605 **experience. All teachers new to the District will be placed according to their**
606 **experience.** Proper step placements for current employees shall be according to
607 the table in Appendix B.
608

609 B. Salary Schedule

- 610
611
612 1. The salary schedule for teachers covered by this agreement is set forth in
613 Appendix B.
614
615 2. The Salary Determination for Career Technical Education Teachers:
616 This provision will apply only to career technical education teachers who do
617 not possess at least a Bachelor's Degree at the time of hire.
618
619 A. Track Placement for Career Technical Education Teachers: Employees
620 hired to teach career technical education programs where at least a
621 Bachelor's Degree is not required to work in that industry will be placed
622 on a track commensurate with their years of industry experience based on
623 the scale below.

624	<u>Number of Years of Industry Experience</u>	<u>Track Placement</u>
625		
626	• Less than five years	Track 1- Bachelor's
627	• Five to nine years	Track 2- Bachelor's plus 15
628	• Ten years or more	Track 3- Master's
629		
630	B. <u>Step Placement for Career Technical Education Teachers:</u> The	
631	Superintendent will equate 1.5 years of industry experience to 1 year of	
632	experience when determining the employee's step placement.	
633		
634	C. <u>Additional Consideration for Salary Determination:</u> The Superintendent	
635	has the discretion to consider other industry-related certifications or other	
636	unique qualifications when placing the employee on the salary schedule at	
637	the time of hire.	
638		
639	D. <u>Salaries for Career Technical Education teachers who do not possess at</u>	
640	<u>least a Bachelor's degree and were hired prior to July 1, 2023 will be</u>	
641	<u>revised based on the track and step placement as outlined in section A and</u>	
642	<u>B above. Adjustments will not be retroactive.</u>	
643		
644	C. <u>Experience Increment and Cost of Living Increases</u>	
645		
646	Subject to Article 7, an employee who works more than half of the 185 teacher	
647	work days during their prior year of employment with the District shall receive	
648	credit for one year of work experience for the purpose of step assignment on the	
649	salary schedule for the next year.	
650		
651	Experience increments and cost of living increases shall not be payable after	
652	expiration of this Agreement as part of any obligation to maintain status quo.	
653		
654	D. <u>Education Increment</u>	
655		
656	The course credit hours that a teacher uses to qualify for an education increment	
657	must be earned in graduate-level courses in which the teacher received a passing	
658	grade. Other courses, such as staff development activities and undergraduate-	
659	level courses, will not qualify a teacher for education increments. Written intent	
660	to change level of advanced education must be made prior to January 1 of the year	
661	prior to the education level change. Exceptions will be made for new hires if they	
662	attain the required credits or degree during their first year of employment.	
663		
664	E. All professional employees will be paid on a biweekly basis with the option of	
665	selecting a twenty-two (22) payment plan or a twenty-six (26) payment plan.	
666	Employees choosing the twenty-two (22) payment plan must notify the	
667	Superintendent's office no later than April 30 of the preceding school year. In the	
668	event that an employee selects a twenty-six (26) payment plan, the last check in	

669 June will include payments for July and August. All deductions for
670 uncompensated absences shall be made at the rate of 1/185th of the annual salary
671 for each absence.

672
673 F. Deductions from paychecks will include the following where applicable: teacher
674 retirement (membership compulsory), social security, withholding tax, health
675 insurance premiums, life insurance premiums, credit union payments,
676 professional dues, and annuity deductions which must be authorized in writing by
677 the employee.

678
679 G. The nature and amount of any payment other than the normal contracted teacher's
680 salary shall be reported to the teacher upon such payment.

681
682 H. To avoid lapse of benefits, all monies deducted from teachers' paychecks shall
683 immediately be forwarded to designated recipients. Such monies are definable as
684 insurance, retirement, credit union, etc.

685
686 I. Teachers who transport students and conduct school business while using their
687 own vehicles with prior approval of the Superintendent or their designee shall be
688 compensated for such use at the current IRS mileage rate. The Board will provide
689 "excess limits" liability coverage guaranteeing employee access to the District's
690 liability limits over the liability limits of their own policies when authorized use
691 of their own vehicle is being made for school business. Nothing in this article
692 suggests that teachers are required to use their vehicles for transportation of
693 students.

694
695 J. Any member of this Unit employed by the school department required to work
696 beyond their contracted number of days shall be paid at the per-diem rate of not
697 less than 1/185th of their current step and track placement for the school year
698 following the extra work.

699

700 ARTICLE 15 - EXTRACURRICULAR ACTIVITIES

701

702 A. The Board recognizes the importance of sound extracurricular activities.
703 Supervisors of board-approved activities will be compensated according to the
704 schedule set forth in Appendix C. Stipends for extracurricular activities shall be
705 excluded from the calculation of teachers' salaries under Article 14.

706

707 B. Placement of a position in Appendix C of this agreement does not require the
708 Board to sponsor the activity/sport consistent with School Board policy.

709

710 C. All openings will be adequately publicized in every school, and all teachers shall
711 be given adequate opportunity to make an application for such positions. If an
712 opening occurs during the summer, posting shall include notification to the
713 president of the Association. The best-qualified person will be sought, with

714 preference given to regular staff employees. Staff members interested in
715 vacancies which occur may submit an application at any time to be placed on file.
716

717 D. Contracts shall be continued for satisfactory performance. Evaluations will be
718 conducted by the Superintendent or their designee. Typically, this shall include
719 the principal and athletic director.
720

721 E. Contracts shall be issued at least one month prior to the beginning of the activity
722 start date.
723

724 F. Whenever new activities shall be recognized by the Board, such new activities
725 shall be placed in the correct position for compensation outlined in Appendix C.
726 The Association shall be consulted whenever a new position does not fit into the
727 previously outlined activities. The Board reserves the right to recognize a new
728 activity supported on a volunteer basis.
729

730 G. The District liability insurance policy regarding activities will be provided at each
731 school office.
732

733 H. No positions on Appendix C will be responsible for fundraising as a condition of
734 employment.
735

736 I. No positions on Appendix C will be required to use their own vehicles to provide
737 transportation for participants in extracurricular activities, nor will they be
738 required to drive vehicles to an extracurricular activity.
739

740 ARTICLE 16 – INSURANCE

741 A. Health Insurance

742 1. The District shall offer to employees School Care administered Consumer
743 Driven Health Plan – Yellow Choice Fund health insurance plan or the
744 equivalent. If an employee chooses to participate in the plan, the District shall
745 pay 90% of a single plan. The District shall pay 83% of a two person or
746 family plan in 2023-2024, 82% in 2024-2025 and 81% in 2025-2026.
747
748

749 2. Any teacher not electing the health insurance benefit offered by the school
750 district and presents proof of coverage by an alternate insurance for the
751 teacher and others for whom the teacher expects to claim a personal
752 exemption deduction, from a non-district source that is not subsidized (e.g.
753 under the Patient Protection and Affordable Care Act) that provides minimum
754 essential coverage shall receive an opt-out payment. The amount of the
755 payment during the 2023-2024 school year will be \$1,500. The amount of
756 each opt-out payment beginning with the 2024-2025 and 2025-2026 school
757 years will be \$1,500 for teachers opting out of single coverage, \$2,000 for
758 teachers opting out of two-person coverage and \$2,500 for teachers opting out
759

760 of family coverage minus any penalty that the school district incurs because
761 the teacher receives an insurance subsidy (e.g. under the Patient Protection
762 and Affordable Care Act). The opt-out payment will be split into two equal
763 payments, the first pay period in December and the last pay period in June.
764 The benefit will be prorated for anyone who leaves the district before the end
765 of the year or has a qualifying event change.

766
767 B. Dental Insurance

768
769 The District shall pay 95% of the premium for individual or two-person dental
770 insurance coverage under Delta Dental Plan C, or the equivalent.

771
772 An employee has the option of purchasing family dental insurance under Delta
773 Dental Plan C or equivalent at his or her own expense by paying the difference
774 between the current Districts paid two-person premium and current family
775 insurance premium.

776
777 C. Life Insurance

778
779 The Board will provide a life insurance policy for all teachers equal to the
780 teacher's annual salary.

781
782 D. Liability Insurance

783
784 The Board will provide \$1,000,000 liability insurance coverage for each teacher.

785
786 E. Disability Insurance

787
788 The Board will provide long-term disability for teachers beginning on the ninety-
789 first (91st) day of continuous disability at two-thirds of contracted salary.

790
791 F. Worker's Compensation

792
793 All teachers in the Somersworth School District shall be covered by worker's
794 compensation.

795
796 **ARTICLE 17 - TUITION/COURSE REIMBURSEMENT/STAFF DEVELOPMENT**

797
798 The Board and the Association recognize the need for continued staff training and
799 retraining as part of a viable professional growth program.

800
801 A. Course Reimbursement – Prior Approval Required

- 802
803 1. In no event shall the School District expend more than \$95,000 under Article
804 17(A) in 2023-2024. In 2024-2025 and 2025-2026 the amount will increase
805 by the percentage increase of the resident rate currently in effect at the

806 University of New Hampshire Graduate School. The district must receive
807 the approved rate by January 1st. If teachers apply for more than the amount
808 budgeted under Article 17(A) in any contract year, the funds will be
809 expended on a first-come, first-served basis.

- 810
811 2. All courses must be pre-approved by the Superintendent prior to registering
812 for the courses. Under no circumstances will a course be reimbursed unless
813 it has been pre-approved. To be pre-approved for a course, teachers must
814 submit a Course Reimbursement Application to the Superintendent based on
815 the following submission deadlines:

<u>Term</u>	<u>Submission Deadline</u>
817 Summer	March 1st
818 Fall/Winter	August 1st
819 Spring	December 1st

820
821 Any applications received after the submission deadline will not be
822 approved.
823

- 824
825 3. Applications will be approved on a first come first served basis up to the
826 amount outlined in section 1. Teachers will be notified within two weeks of
827 the date of submission of the status of their application. A waiting list will be
828 created for any applications not approved in the first round of funding. If
829 funds become available, teachers on the waiting list will be contacted.
830
- 831 4. The Board shall reimburse teachers at the resident rate currently in effect at
832 the University of New Hampshire Graduate School, up to a maximum of the
833 cost of eight credits in any one year. The course(s) must be completed with a
834 grade of B or better and have been approved in advance by the
835 Superintendent of schools or their designee.
836
- 837 5. Teachers earning credit during the summer shall be reimbursed in September
838 only if they continue in the employ of the District. Courses taken during the
839 school year will be prepaid by the Board. (Prepayment will not apply to
840 summer courses.) Teachers who have prepaid courses will provide the
841 District with satisfactory course results. The Board will require a teacher to
842 sign authority to withhold the prepaid amount if satisfactory course results
843 are not turned in prior to the last check in June.
844
- 845 6. To be reimbursed for a course, the teacher must submit a tuition
846 reimbursement/prepayment form with a statement from the school attached.
847 The statement should include the total cost of tuition and proof of payment. If
848 the course is being prepaid by the district, the teacher must submit a tuition
849 reimbursement/prepayment form with a statement from the school outlining
850 the total cost of tuition. The district does not reimburse for fees or materials.
851

- 852 7. Courses that satisfy a teacher’s professional development goals and/or are a
853 part of a degree program to further develop teaching skills and/or meet the
854 needs of the District will be given priority for reimbursement.
855
856 8. Course reimbursement money will be expended on a percentage basis: 33%
857 of the total fund for summer courses; 33% of the total fund for Fall/Winter
858 courses; 34% of the total fund for Spring courses. Any unused money from
859 the Summer or Fall will be rolled over into the next period. Courses will be
860 determined based on the following schedule:

861 Summer Courses

862
863 Courses whose end dates fall between July 1st and August 31st

864
865 Fall/Winter Courses

866 Courses whose end dates fall between September 1st and January 31st

867
868 Spring Courses

869 Courses whose end dates fall between January 1st and June 30th

870 B. Staff Development/College Credits

- 871
872 1. Staff Development hours must be in agreement with the procedures set
873 forth in the SAU 56 Staff Development Master Plan.
874

875 C. Conferences with Workshops

876
877 The maximum amount of funds for conferences, workshops or professional
878 associations available to an individual teacher shall be \$500. In no event shall the
879 School District expend more than \$20,000 under Article 17(C) in any contract
880 year. Professional Associations shall be subject to the approval of the
881 Superintendent.
882

883 Funds Distribution Formula

884
885 5-8 credits and up to \$250 for conferences, workshops & professional associations
886 1-4 credits and up to \$350 for conferences, workshops & professional associations
887 0 credits and up to \$500 for conferences, workshops & professional associations
888
889
890
891
892

893 ARTICLE 18 - TEMPORARY LEAVES OF ABSENCE

894
895 A. Sick Leave

896
897 1. Teachers shall be granted fourteen (14) days, cumulative to 150 days, for
898 personal illness or illness in the immediate family.

899
900 a. The term “immediate family” shall include spouse, children, parents,
901 grandparents, grandchildren, mother-in-law, father-in-law, brothers and
902 sisters, or domestic partner.

903
904 b. For extenuating circumstances, the Superintendent may expand the
905 definition of “immediate family” for purposes of paid sick leave.

906
907 c. Special and usual circumstances will be considered by the Board to
908 extend sick leave benefits beyond 150 days. The Superintendent may
909 require proof of continued illness from a physician after four (4)
910 consecutive days of sick leave. Any teacher on sick leave is entitled to all
911 benefits of any contracted teacher.

912
913 d. If abuse of sick leave is suspected, the Principal or Superintendent shall
914 notify the teacher in writing. The reasons for this notification shall be
915 clearly stated and defined.

916
917 e. All leave time is reported on each employee’s pay stub.

918
919 f. A teacher who has vacated a position due to long-term illness will
920 receive priority in filling that vacancy for up to one year from the date that
921 leave begins provided the teacher submits a medical release attesting to
922 the teacher’s ability to perform their duties.

923
924 g. Upon retirement a teacher’s unused “Sick Leave Days” become “Sick
925 Days” as recognized by the NH Retirement System.

926
927 h. Sick Leave Days cannot be used for “vacation days”

928
929 i. Sick Leave Days cannot be used to extend a holiday or school vacation
930 break.

931
932
933 B. Emergency Leave

934
935 1. Teachers shall be granted two (2) days for emergency leave for situations that
936 require a teacher to deal with household emergencies.

- 938 a. Teachers will notify appropriate administration of the request for
939 emergency leave as soon as the need arises.
940
941 b. At the conclusion of the school year, a teacher's "emergency days"
942 shall become "sick days" for the purposes of accrual and accumulation as
943 well as retirement.
944
945 c. Emergency Days cannot be used for "vacation days"
946
947 d. Emergency Days cannot be used to extend a holiday or school vacation
948 break.
949

950 C. Personal Leave

- 951 1. Teachers shall be granted two (2) personal days in order to attend to
952 personal, family, or business affairs.
953
954 a. At the conclusion of the school year, a teacher's "personal days" shall
955 become "sick days" for the purposes of accrual and accumulation as
956 well as retirement.
957
958 b. Personal Days cannot be used for "vacation days"
959
960
961 c. Personal Days cannot be used to extend a holiday or school vacation
962 break. The Superintendent must approve any requests for personal
963 days that would contradict this provision.
964

965 D. Stay Healthy Incentive

966 A Stay Healthy Incentive of \$500 will be paid to any teacher who has perfect
967 attendance during the school year at the completion of the school year contract.
968 Excused absences for staff development, bereavement, jury duty, and association
969 business will not be counted as absence for this incentive.
970

971 -OR-

972 A teacher who has reached the maximum 150 sick leave days will be
973 compensated \$25 per day for each unused day at the end of the school year unless
974 they have perfect attendance. For example, a teacher with 150 accumulated days
975 uses only 3 of the 18 days per year. He/she will be paid \$25 X 15 unused days or
976 \$375.
977

978 E. Sick Bank

- 979 1. All employees covered by this Agreement may volunteer to participate in
980 the sick bank. Employees who wish to participate in the sick bank must
981 notify the Superintendent and the president of the Association no later
982 than September 15 of the school year in which they wish to begin

- 983 participating in the sick bank. Once an employee notifies the
984 Superintendent and the president of the Association in writing that they
985 wish to participate in the sick bank, the employee shall be deemed to
986 continue to participate in the sick bank each school year unless and until
987 the employee notifies the Superintendent and the president of the
988 Association in writing no later than September 15 that they are
989 withdrawing from participation in the sick bank beginning that school
990 year.
- 991
- 992 2. Employees who participate in the sick bank shall contribute at least two
993 sick leave days per employee per year until the sick bank reaches at least
994 150 days. If at any time, the sick bank reaches the level of 44 days, the
995 sick bank board will solicit voluntary donations of additional days.
996
- 997 3. Employees who participate in the sick bank for a school year may apply to
998 the sick bank in writing for sick bank days during that school year. The
999 sick bank is available only for the personal illness or disability of a
1000 participating employee. Participating employees are eligible to apply for
1001 days from the sick bank after an illness or disability of at least 15 calendar
1002 days, provided that the participating employee first has exhausted all of
1003 their accrued sick leave days. The application must include a statement
1004 requesting authorization to draw days from the sick bank and satisfactory
1005 medical evidence of the employee's illness and estimated duration of
1006 inability to work.
1007
- 1008 4. The maximum number of days that an employee may draw from a sick
1009 bank in any one school year shall equal 90 days.
1010
- 1011 5. The sick bank will be supervised by a sick bank board, which shall consist
1012 of the Superintendent, a member of the School Board, the president of the
1013 Association, and two representatives elected by the Association's
1014 membership. All decisions of the sick bank board will be final and
1015 binding.
1016
- 1017 6. The School District will maintain sick bank records and provide the sick
1018 bank board with an annual report by October 30 each year.
1019
- 1020 7. Article 18(B) shall not be subject to the grievance process.

1021 F. Bereavement Leave

- 1022
- 1023 1. Each teacher will be granted up to five (5) days leave of absence due to
1024 each death in the immediate family of the teacher.
1025
- 1026 a. The term "immediate family" shall include spouse, children, parents,
1027 grandparents, grandchildren, mother-in-law, father-in-law, siblings or

1028 domestic partner. The Superintendent may expand the definition of
1029 this term to meet unique situations.

1030
1031 b. Each teacher will be granted one (1) day leave of absence due to the
1032 death of a person significant to the teacher.

1033
1034 c. Upon the teacher's request, the Superintendent may extend
1035 bereavement leave.

1036

1037 G. Other Leave

1038

1039 1. Jury Duty/Serving as a Witness

1040

1041 Teachers on jury duty or summoned as a witness in a local, state or federal
1042 court will be compensated equal to the difference between court
1043 reimbursement and their per diem (1/185) rate without loss of benefits or
1044 salary status.

1045

1046 2. Military Reserve Duty

1047

1048 Teachers called into active military duty shall be governed by provisions
1049 of federal law.

1050

1051 3. Good Cause

1052

1053 Other temporary leaves of absence without pay may be granted by the
1054 Board.

1055

1056 4. Notification

1057

1058 Teachers will notify the Superintendent of schools in writing for requests
1059 for temporary leaves of absence, at least two weeks before said leave
1060 commences. When appropriate, said leave will not be granted until
1061 approved by the Board at its next scheduled meeting.

1062

1063 Teachers granted leaves without pay will return to the same position and
1064 building unless transferred under the provisions of Article 10.

1065

1066 H. Association Members' Professional Leave

1067

1068 1. The Association president or designee shall, upon prior notification of the
1069 school principal, be granted three (3) days leave per year, non-cumulative,
1070 for the purpose of conducting Association business within the
1071 Somersworth School District or before a meeting of a state or federal
1072 body.

1073

- 1074 2. Up to two Association delegates to the New Hampshire Association
1075 Assembly of Delegates shall, upon prior notification to their school
1076 principal, be granted three (3) days of leave per year, non-cumulative, for
1077 the purpose of attending meetings of said assembly of delegates.
1078
1079 3. The Association agrees to provide full payment for such substitute
1080 teachers as may be required to assume the duties of those teachers granted
1081 leave according to the above procedure.
1082

1083 ARTICLE 19 - EXTENDED LEAVES OF ABSENCE
1084

1085 A. Childbearing/rearing Leave
1086

1087 Child care leave of up to one (1) year, for either natural or adoptive parents, shall
1088 be granted without pay to teachers upon written request for such leave.
1089 Notification of the intent to take such leave shall be made to the Superintendent at
1090 least thirty (30) days prior to the date on which the leave is to begin, except in
1091 cases of emergency. Child care leave notification shall also include the expected
1092 termination date of such leave. At the conclusion of the leave, the teacher shall
1093 return to the same position held prior to leave unless transferred under the
1094 provision of Article 10.
1095

1096 B. Sabbatical
1097

- 1098 1. Teachers who have been employed for three (3) consecutive years by the
1099 Board may be granted a leave for professional improvement for up to one
1100 (1) year. It is agreed that professional improvement includes but is not
1101 limited to: attending a college, university or other educational institution,
1102 travel which will improve the teacher's ability to teach, or serving as an
1103 officer in the Association, the New Hampshire Education Association, or
1104 the National Education Association.
1105
1106 2. Requests for said leave must be received by the Superintendent in writing
1107 in such form as may be mutually agreed on by the Association and the
1108 Superintendent, no later than March 30 and such action must be taken on
1109 all such requests no later than April 15 of the school year preceding the
1110 school year for which the leave is requested.
1111
1112 3. During said leave the teacher shall not be paid and the Board shall not be
1113 held liable for death or injuries sustained by any teacher on leave. At the
1114 conclusion of the leave, the teacher shall return to the same position held
1115 prior to leave unless transferred under the provision of Article 10.
1116
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C. General Provisions Concerning Leaves of Absence

1. All persons on leave of absence shall notify the Superintendent in writing by March 1 of their intent to return to work at the start of the following year in order to qualify for assignment to a position the following school year.
2. Leaves of absence may be extended by the Board. All requests for extension or renewals of leaves will be applied for and granted in writing. Such requests shall be made prior to March 1.
3. All benefits to which a teacher was entitled at the time the leave of absence commenced, including accrued sick leave days, will be restored to that teacher upon return. Whenever the teacher has been employed ninety-one (91) or more days in a school year that teacher shall be moved to the appropriate step on or off the salary schedule.
4. While on leave any teacher may opt to continue their benefits under Article 16 (Insurance) of this Agreement. Continuation is contingent upon the individual teacher's payment of premiums to the District and the insurance carrier's policies regarding such matters.

D. Sick Leave Day Buy-back

Upon leaving the District after ten (10) years of service a teacher shall be reimbursed at the current rate of the professional substitute's pay for each day of unused accumulated sick leave days. Payment will be made in July of the succeeding fiscal (budget) year.

ARTICLE 20 - RETIREMENT PLAN

A. Minimum Experience and Eligibility

Personnel covered by this agreement are those teachers who have a combined age and years of service to the district equal to at least seventy (70).

B. Notice of Intent

Notice of one's intention to retire under this plan must be submitted in writing to the Superintendent of Schools no later than December 1 of the last full year of full-time employment. This is limited to a maximum of three (3) teachers per fiscal year. Up to three (3) requests for early retirement* per year shall be approved by the School Board, although more than three (3) requests may be granted at the discretion of the Board. Those teachers with the greatest seniority will be given first consideration. If a teacher is not granted early retirement* for

1165 the year of initial request that they apply, that teacher will retain an advantage
1166 over any teacher requesting early retirement* at a later date.

1167
1168 C. Formula for Incentive Pay for Early Retirement

1169
1170 The payment shall equal 1% of the employee's salary times the number of years
1171 that the employee served as a teacher in the Somersworth School District
1172 immediately prior to retirement. However, in no event shall the School District
1173 pay more than 30% of an employee's last salary under this provision. "Last
1174 salary" for the purposes of this article shall mean the salary that a teacher is
1175 contracted to be paid as set forth in the employee's individual contract with the
1176 Somersworth School Board during the last year of employment.

1177
1178 The individual will receive a single payment to be made by July 30 following the
1179 date of retirement.

1180 * Early retirement is defined as 55 to age 59.

1181
1182
1183 D. Insurance Benefit

1184
1185 1. For those teachers employed by the District prior to July 1, 2005 who retire
1186 after July 1, 2016, who are at least 55 years of age at the date of retirement,
1187 the District will provide the same single coverage medical plan and the same
1188 District contributions to the premium as the District provides at the time of
1189 retirement under Article 16 (A)(1) of the Agreement, until the retiree qualifies
1190 for Medicare benefits.

1191
1192 2. Retirees will be allowed to purchase two person and family coverage at their
1193 own expense.

1194
1195 Teachers who retire early and choose not to be part of the school District
1196 insurance plan shall be eligible for the following insurance *buy-back* benefit
1197 on an annual basis until the retiree qualifies for Medicare benefits:

1198 Retirees beginning July 1, 2017 - \$1,000.

1199
1200
1201 3. Teachers whose employment begins after July 1, 2005 are not eligible for the
1202 insurance benefit in this article.

1203
1204 Benefits provided under this plan shall not be paid to the estate of a retired
1205 teacher or to the spouse of a retired teacher.

- 1211 E. Retirement
1212
1213 Upon retirement,** each teacher will receive 10% of their last year's salary,
1214 providing they have twenty (20) years of service in the District.
1215
1216 Teachers who are between the ages of 55 and 60 may choose either this provision
1217 or the benefits of Article A-D.
1218
1219 ** Retirement age is defined as age 60 and older.
1220
1221 F. General Provisions
1222
1223 When a person retires the benefits granted at the time of retirement will remain
1224 intact. If any benefits increase, retirees may obtain said benefit(s) at their own
1225 expense.
1226
1227 G. Retired teachers may elect to purchase dental insurance at their own expense.
1228
1229

1230 ARTICLE 21 - DUES DEDUCTIONS
1231

- 1232 A. The Board agrees to deduct from the salaries of its employees dues for the
1233 Association, the New Hampshire Education Association and its affiliates, the
1234 National Education Association, as said teachers individually and voluntarily
1235 authorize the Board to deduct and transmit the monies monthly to the Association.
1236
1237 Teachers requesting dues deductions shall do so on forms approved by the
1238 Superintendent of schools. Such deductions may be made in a lump sum or
1239 prorated up to twenty (20) paychecks. Arrangements for processing shall be made
1240 through the Superintendent.
1241

1242 Equalization of services/fees

1243 Any employee covered under this agreement shall share the cost of Association expenses
1244 incurred for the services of the SAE, NEA-NH or NEA including but not limited to
1245 representation for grievances, mediation, hearings with administration or its
1246 representatives. For SAE members these services are part of membership benefits and as
1247 such are paid from association dues. Bargaining Unit members who choose not to join
1248 the Association will, through payroll deductions, contribute an amount determined by the
1249 Association and consistent with State and Federal laws to cover such expenses. These
1250 deductions shall be made in a lump sum or prorated up to twenty (20) paychecks
1251 coinciding with the SAE deductions. These fees do not constitute membership in the
1252 SAE, NEA-NH or NEA.
1253

1254 ARTICLE 22 - SPECIAL UNIFORMS
1255

1256 The Board agrees to furnish a minimum of three uniforms annually to personnel who
1257 teach vocational industrial arts, science, and art. Personnel will receive their uniforms

1258 prior to the opening of school and will return the uniforms at the close of the school year.
1259 Personnel may have a choice of either a laboratory coat or uniform.

1260
1261 ARTICLE 23 - MISCELLANEOUS

1262
1263 A. Notice of Board Meetings

1264
1265 The notice of agenda and school board minutes for any regular Board meetings
1266 shall be given to the president of the Somersworth Association of Educators and
1267 any other teachers personally involved in the meeting, when the school board is
1268 notified, except in an emergency. Teachers shall have the opportunity to suggest
1269 items for the agenda.

1270
1271 A complete book of policies of the Somersworth School District shall be given to
1272 the president of the Association, as shall written copies of all additions, deletions,
1273 or revisions.

1274
1275 ARTICLE 24 - RELEASED TIME

1276
1277 The Board and Association recognize the importance of released time for teachers for
1278 curriculum work, attendance at workshops, accountability testing development, staff
1279 development, staff development programs, parent/teacher conferences, teacher
1280 preparation, and other worthwhile programs. In recognition of the above the Board will
1281 make every effort to provide a release time program for teachers.

1282
1283 ARTICLE 25 - DURATION AND RENEWAL

1284
1285 The provisions of this Agreement will be effective as of July 1, 2023, except as otherwise
1286 herein provided, and will continue and remain in full force and effect until June 30, 2026
1287 and will thereafter automatically be renewed for successive terms of one (1) year each,
1288 unless either the Board or the Association gives written notice to the other by September
1289 15 that it desires to modify or terminate this Agreement. However, if the City Council
1290 approves the cost items associated with this Agreement after July 1, 2023, the changes in
1291 salary and insurance for 2023-2024 will take effect on and will be prorated from the date
1292 of the City Council's approval. The terms and conditions of this Agreement shall not be
1293 superseded by the terms of individual contracts.

1294
1295 ARTICLE 26 - EXPENDITURE OF PUBLIC FUNDS

1296
1297 Any section of the Agreement which requires the expenditure of public funds for its
1298 implementation may not be binding unless and until the necessary appropriations have
1299 been made by the City Council. In the event of a budget cut, the Board shall make every
1300 effort to promote and secure the funds necessary to implement the Agreement. If such
1301 funds are not forthcoming, the Association and the Board shall resume negotiations in
1302 accordance with RSA 273 A.

1303

1304 ARTICLE 27 – SAFETY

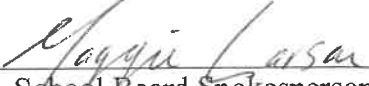
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- A. The Board agrees to maintain a safe work environment.
- B. Teachers with concerns about a safe work environment will notify administration first, then the School Board, if necessary.
- C. Administration and/or the School Board will make reasonable efforts to address the employee’s concerns and rectify as necessary in a timely fashion.
- D. The District affirms it will carry Worker’s Compensation and Liability Insurance. In the event a teacher is injured while intervening in a student altercation, the teacher may appeal to the Superintendent for restoration of sick leave days attendant to that altercation. The decision of the Superintendent may be appealed to the School Board. The decision of the School Board is final.

1322 SOMERSWORTH ASSOCIATION OF EDUCATORS SOMERSWORTH SCHOOL DISTRICT

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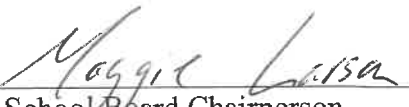
By: 
SAE Spokesperson

By: 
School Board Spokesperson

Date: 4-7-23

Date: 4-11-23

By: 
SAE President

By: 
School Board Chairperson

Date: 4-7-23

Date: 4-11-23

APPENDIX A - CALENDAR

[TO BE ATTACHED]

Somersworth School District 2023-2024 School Calendar

<h1>WELCOME</h1> <p>→ back to →</p> <h1>SCHOOL</h1>	August 2023 (2)	September 2023 (20)																																																																																																																																																																																													
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APPENDIX B – SALARY SCHEDULE

2023-2024

2023-2024	1	2	3	4	5
Steps	B	B+15	B+30/M	M+15	M+30
1	41,463	42,662	44,090	45,486	46,775
2	43,068	44,346	45,970	47,546	48,962
3	44,671	46,030	47,851	49,605	51,114
4	46,132	47,538	49,618	51,504	53,267
5	47,592	49,046	51,385	53,403	55,419
6	49,053	50,553	53,152	55,233	57,281
7	50,299	51,823	54,775	57,063	59,143
8	50,299	53,094	56,399	58,893	61,005
9	50,299	53,094	58,022	60,589	62,753
10	50,299	53,094	59,645	63,981	66,248
11	50,299	53,094	59,645	65,830	68,430
12	50,299	53,094	59,645	65,830	70,613
13	50,299	53,094	59,645	65,830	72,794

Every year all teachers new to the District will be placed according to their experience.

All eligible teachers will receive one-step increase.

Notification of the scheduled pay dates will be distributed with individual teacher contracts.

2024-2025

2024-2025	1	2	3	4	5
Steps	B	B+15	B+30/M	M+15	M+30
1	43,329	44,581	46,074	47,533	48,880
2	45,006	46,341	48,039	49,686	51,165
3	46,681	48,101	50,004	51,837	53,414
4	48,208	49,677	51,851	53,821	55,663
5	49,734	51,253	53,697	55,806	57,913
6	51,260	52,828	55,544	57,719	59,858
7	52,563	54,155	57,240	59,631	61,805
8	52,563	55,484	58,937	61,544	63,750
9	52,563	55,484	60,633	63,316	65,577
10	52,563	55,484	62,329	66,860	69,229
11	52,563	55,484	62,329	68,792	71,509
12	52,563	55,484	62,329	68,792	73,790
13	52,563	55,484	62,329	68,792	76,070

Every year all teachers new to the District will be placed according to their experience.

All eligible teachers will receive one-step increase.

Notification of the schedule pay dates will be distributed with individual teacher contracts.

2025-2026

2025-2026	1	2	3	4	5
Steps	B	B+15	B+30/M	M+15	M+30
1	45,062	46,365	47,916	49,434	50,836
2	46,806	48,195	49,960	51,673	53,211
3	48,549	50,025	52,004	53,911	55,551
4	50,136	51,664	53,925	55,974	57,890
5	51,723	53,303	55,845	58,038	60,229
6	53,311	54,941	57,766	60,027	62,253
7	54,665	56,321	59,530	62,016	64,277
8	54,665	57,703	61,294	64,005	66,300
9	54,665	57,703	63,058	65,848	68,200
10	54,665	57,703	64,822	69,534	71,998
11	54,665	57,703	64,822	71,544	74,369
12	54,665	57,703	64,822	71,544	76,742
13	54,665	57,703	64,822	71,544	79,113

Every year all teachers new to the District will be placed according to their experience.

All eligible teachers will receive one-step increase.

Notification of the scheduled pay dates will be distributed with individual teacher contracts.

APPENDIX C - STIPENDS FOR EXTRACURRICULAR COACHES/ADVISORS			
2023-2026			
Activity/Position			
HIGH SCHOOL	2023-2024	2024-2025	2025-2026
Football – Varsity	5,139	5,319	5,505
Football - Assistant	3,491	3,613	3,740
Football - Assistant	3,491	3,613	3,740
Boys Basketball - Varsity	4,759	4,925	5,098
Boys Basketball – Junior Varsity	3,206	3,319	3,435
Boys Basketball - Freshman	2,585	2,676	2,770
Girls Basketball-Varsity	4,759	4,925	5,098
Girls Basketball-Junior Varsity	3,206	3,319	3,435
Unified Basketball	518	536	554
Boys Soccer - Varsity	3,501	3,624	3,751
Boys Soccer - Assistant	2,265	2,344	2,426
Girls Soccer-Varsity	3,501	3,624	3,751
Girls Soccer-Assistant	2,265	2,344	2,426
Volleyball - Varsity	3,501	3,624	3,751
Volleyball - Junior Varsity	2,472	2,558	2,648
Ice Hockey - Varsity	4,759	4,925	5,098
Ice Hockey-Junior Varsity	3,206	3,319	3,435
Baseball - Varsity	3,501	3,624	3,751
Baseball - Junior Varsity	2,472	2,558	2,648
Softball - Varsity	3,501	3,624	3,751
Softball - Junior Varsity	2,472	2,558	2,648

Track - Varsity	3,501	3,624	3,751
Track - Assistant	2,472	2,558	2,648
Indoor Track - Varsity	3,206	3,319	3,435
Spirit - Fall	3,501	3,624	3,751
Spirit - Winter	3,501	3,624	3,751
Golf - Varsity	3,501	3,624	3,751
Athletic Flex Marker	2,585	2,675	2,769
Class Advisor	1,627	1,684	1,743
Class Advisor	1,627	1,684	1,743
Class Advisor	1,627	1,684	1,743
Class Advisor	1,627	1,684	1,743
Student Council	1,738	1,799	1,862
Drama	2,618	2,709	2,804
Yearbook	2,825	2,923	3,026
Marching Band	2,984	3,088	3,196
Math Team	1,627	1,684	1,743
Jazz Ensemble Director	2,514	2,602	2,693
Marching Band Assistant Director	1,427	1,477	1,529
Band Director	414	428	443
Chorus Director	414	428	443
Interact	1,317	1,363	1,410
National Honor Society	2,043	2,115	2,189

Marker/Flex Advisory (as approved by School Board annually)	2,070	2,142	2,217
MIDDLE SCHOOL	2023-2024	2024-2025	2025-2026
Boys Basketball - A Team	2,472	2,558	2,648
Boys Basketball - B Team	2,172	2,249	2,327
Girls Basketball-A Team	2,472	2,558	2,648
Girls Basketball-B Team	2,172	2,249	2,327
Soccer	2,472	2,558	2,648
Volleyball	2,472	2,558	2,648
Track - Head Coach	2,472	2,558	2,648
Track - Assistant Coach	1,183	1,224	1,267
Student Council	1,738	1,799	1,862
Jazz and Select Choir Director	1,427	1,477	1,529
Music Director	311	321	333
Drama	1,516	1,569	1,624
Yearbook	1,620	1,676	1,735
Marker/Flex Advisory (as approved by School Board annually)	2,070	2,142	2,217

APPENDIX D - NURSES

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

APPENDIX E – GRIEVANCE FORM

[TO BE ATTACHED]

Grievance Report Form: Appendix E

Grievance #: _____ Filing Date: _____

Grievant: _____ School: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Email: _____

Assignment: _____ Date Grievance Occurred: _____

Name of Immediate Supervisor: _____

A. Contract Reference: Article Number(s) _____

B. Statement of Grievance: _____

C. Remedy Sought: _____

Grievant Signature: _____ Date: _____

ATTACH ALL DOCUMENTS AND CORRESPONDENCE

MEMORANDUM OF AGREEMENT—HEALTH & DENTAL INSURANCE

When a teacher is employed for a full teacher work year (approximately 10 months), the 12 months of health and dental insurance benefits for whose premiums the School District shall contribute to the cost in accordance with the collective bargaining agreement will run from September to August each year. For example, if a teacher works the full 2023-2024 teacher work year (approximately September 2023 to June 2024), the School District shall contribute to the health and dental insurance premiums in accordance with the collective bargaining agreement from September 2023 to August 2024.