



**SUNAPEE TEACHERS'**

**2022 – 2025**

**MASTER CONTRACT**

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**ARTICLE I**  
**RECOGNITION**

- 1.1 The Sunapee School Board recognizes the Sunapee Teachers' Association affiliated with the NEA-NH for the purposes of collective negotiations according to RSA 273:A as the exclusive representative of all teachers, guidance counselors, library media specialists and nurses of the Sunapee School District, certified by the New Hampshire Public Employee Labor Relations Board.
- 1.2 Definitions for the purpose of this contract are as follows:
  - A. The term "school" means any work location
  - B. The term "teacher" or the term "employee" means a person included in the bargaining unit.
  - C. The term "Board" means the Sunapee School Board or any of its agents.
  - D. The term "Association" means the Sunapee Teachers' Association affiliated with NEA-NH or any of its agents.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

- 2.1 The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.
- 2.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities which, by law are vested in them, and that this Agreement shall not be construed so as to limit or impair their discretions or authorities.

**ARTICLE III**  
**ASSOCIATION RIGHTS**

- 3.1 The Association may use school buildings at reasonable times for meetings prior to or after the contract day. Request for the use of the buildings will be given to the principal in advance.
- 3.2 The Association, upon request, will be given time on the first and last workday of the school year to present brief reports and announcements.
- 3.3 The Association shall have the right to post notices of its activities and matters of teacher concern on an Association bulletin board, approved by the principal, in faculty rooms and may continue the use of the faculty mailbox, computer, and e-mail systems.
- 3.4 The Association may, with permission from the building principal, use school equipment normally used by the teachers for Association activities. However, expendable material will be at the expense of the Association. Further, the Association will pay for equipment damaged.
- 3.5 Representatives of the Association shall be allowed to conduct Association business on school property at any time provided it does not interrupt school activities, *including the ability to represent a member during the school day*. Outside representatives shall first report to the administrative offices.
- 3.6 Officers and representatives of the Association shall be permitted to take up to an accumulated total of four (4) days per year of paid leave to attend official NEA functions such as the annual delegates' assembly and the annual mid-year conference.
- 3.7 During the term of this agreement, the rights set forth in this article shall not be granted to any other bargaining agency.

**ARTICLES IV**  
**TEACHER RIGHTS**

- 4.1 Pursuant to the NH Public Employee Labor Relation Law, the employer hereby agrees that every eligible teacher employee of the District shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Law or other Laws of NH or the Constitution of NH or the United States: that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the employer, or his/her institution of any grievance, complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment.
- 4.2 The employer agrees that it will in no way discriminate against or between bargaining unit members because of their race, creed, color, religion, national origin, age, gender, marital status, sexual orientation, physical characteristics, disabilities, and/or domicile.
- 4.3 The District shall provide a reasonable opportunity for an employee, who so requests, to inspect his/her personnel file, and if requested within a reasonable time, shall provide that employee with copies of any portion of his/her file. Excluding initial references of the District pertaining to said bargaining unit member, origination after initial employment. The District may request employees to pay the reasonable cost of photocopying. An employee may have one representative of the Association accompany him/her to review his/her personnel file. Other examination of a bargaining unit member's file(s) shall be limited to authorized supervisory personnel which shall include Superintendent, principal, and members of the School Board when acting as a board or legal counsel for either the Board or supervisory personnel.
- 4.4 Evaluations shall be conducted in accordance with the current Sunapee School District Evaluation Model, adopted April, 2011. When this model is, in the Board's opinion, to be changed, a committee including two STA members from the professional development committee will be formed to develop a new model. The teachers will be notified of any and all changes by May 1<sup>st</sup> and receive a copy of the new model prior to July 1<sup>st</sup>. The evaluation cycle shall be from July 1<sup>st</sup> through June 30<sup>th</sup> of each year. Any newly developed model will be implemented at the beginning of the next evaluation cycle.
- 4.5A. Any formal complaint regarding a teacher made to any member of the administration by a parent, student or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person making the complaint in order that he/she may rebut the complaint. If the person making the complaint refuses to participate in this procedure, any and all references to the complaint shall be removed from the teacher's

file. The teacher shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and that answer shall be reviewed by the Superintendent or designee and attached to all copies. Unsubstantiated complaints shall not be placed in an employee's files.

- B. If a meeting as outlined in 4.6A is contrary to law or if the accuser cannot be required to attend such a meeting, then the meeting would not take place. Examples may include, but are not limited to, cases of sexual harassment or bullying.
- 4.6.A. Disciplinary action shall normally take place in the following order (disciplinary action, however, may be taken out of order depending upon the severity of the infraction, as determined by the Superintendent): (a) oral warning, (b) written warning, (c) suspension with or without pay, (d) discharge.
- B. If an employee is required to appear before the School Board for a formal disciplinary hearing, the employee shall be given written notice of the reason for the hearing and shall be entitled to have an Association representative present with him/her at the hearing at the employee's expense.
  - C. Employees who receive written reprimands, are suspended without pay, or are dismissed during the school year shall receive written notice thereof, including the reasons for the action taken. This shall not apply to non-renewals of employment.
  - D. The School Board shall post online copies of School Board policies for the Association to review.
- 4.7 Under the terms of this agreement, an employee shall not be disciplined up to and including non-renewal and dismissal, except for just cause. Just cause, for the purposes of this agreement, shall mean the evidence supports the disciplinary action. Non-renewal of probationary teachers pursuant to RSA 189:14 shall be excluded under this section.
- 4.8 Any member shall be entitled to representation by the Association while attending any meeting with the employer which, in the opinion of the employee, may lead to disciplinary action.

## **ARTICLE V**

### **NEGOTIATION PROCEDURE**

- 5.1 On or before October 1<sup>st</sup> of the final year covered by this agreement, either party may initiate negotiations in accordance with RSA 273:A.
- 5.2 Any agreement reached shall be reduced to writing and be signed by the Board and by the Association.
- 5.3 The parties may by mutual agreement pass over mediation and go directly to fact-finding.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

- 6.1 Definition - A “grievance” is any claim by an employee, group of employees, or the Association alleging there has been a violation, misinterpretation, or misapplication of any provision of the Agreement. All time limits specified in this Article VI shall mean school days.
- 6.2 Purpose-The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances that are not satisfactorily settled in an informal way shall be reduced to writing (see attached Grievance Report Form, Appendix A) and referred to the following formal grievance procedure. A grievance to be considered under this procedure must be initiated in writing within thirty (30) school days of its occurrence.
- 6.3 Any employee covered by this Agreement shall have the right to be represented at any stage of the grievance procedure.
- 6.4 Formal Procedure – The grievance shall state the specific alleged violation, misinterpretation, or misapplication with proper reference to the contract Agreement and the relief sought. It shall also set forth names, dates, and other related facts which will provide a sound basis for a complete understanding of any such grievance. In cases where more than one employee shall have a grievance on the same alleged violation, misrepresentation, or misapplication, such being filed with the Sunapee Teachers’ Association Grievance Committee prior to any of the individual grievances reaching Level A, such employees may file a single grievance bearing the signatures of all employees involved, and have said grievance treated at each level according to the rights and procedures of this section with only one of the employees representing those involved.
- 6.5 Level A-Within five (5) school days of receipt of a formal grievance, the building principal shall meet with the aggrieved teacher and any other pertinent personnel. Within five (5) school days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) school days of the receipt of an answer given at level A.
- 6.6 Level B-Within ten (10) school days of a grievance being referred to this level, the Superintendent and/or his/her designee will meet with the participants of Level A and examine the facts of the grievance. The Superintendent and/or his/her designee shall give his/her answer in writing within five (5) school days of any such meeting. If the grievance is not settled at this level, then, within ten (10) school days from receipt of the answer rendered at level B, the grievance may be referred to Level C.
- 6.7 Level C- Within fifteen (15) school days of a grievance being referred to this level, the School Board will meet with all the participants necessary to obtain and examine the facts of the grievance. A decision in writing with reason for the decision will be rendered by the School Board ten (10) school days after it has completed its deliberations.

- 6.8 Level D-If the grievance remains unsettled, then the matter may be referred by the Association to arbitration within fifteen (15) school days. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association and/or Public Employees Labor Relations Board (PELRB) to name an arbitrator under its rules and procedures. The arbitrator shall use his/her best effort to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement, and he/she shall have no power to add to or subtract from, alter or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding. The parties agree to share equally in the compensation and expense of the arbitrator.
- 6.9 Time periods specified in this procedure must be followed unless extended by mutual agreement in order for a grievance to be considered.
- 6.10 Grievance(s) of a general nature or involving the Superintendent may be submitted by the Association to Level C. The principal shall be notified of this action.
- 6.11 In the event a grievance is filed on or after June first (1<sup>st</sup>), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practical.
- 6.12 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall allow aggrieved person(s) to proceed to the next level. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the last decision rendered.
- 6.13 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

## **ARTICLE VII**

### **LEAVES OF ABSENCE**

- 7.1A Sick/Bereavement Leave-Each teacher will be entitled to fifteen- (15) sick/bereavement leave days each year. These days may accumulate from year to year, up to 120 days. They may be used at the discretion of the teacher for illness, illness in the family or bereavement. Except in an emergency, the teacher is required to notify his/her principal at least 48 hours in advance. A person who is employed less than full-time, is entitled to the same number of leave days, however, one leave day will be equivalent to the individual work day of said person; i.e. an individual employed at half-time who is absent on October 30<sup>th</sup> will be considered as one leave day.
- B. Personal Days-Personal Leave of three (3) days per year shall be granted to each member of the bargaining unit. The following criteria shall apply:
1. The leave is automatic with notification of 48 hours in advance. The 48 hours will not apply in case of emergency.



2. At the discretion of the Superintendent, no more than two teachers from each building will be allowed use of personal day(s) to extend the holiday, winter and spring vacations, only for a special situation or extenuating circumstances.
3. Any teacher who does not use any of the three personal days will receive a stipend of 3 times the daily substitute pay rate.

7.2 The Sick Bank Program shall be administered by the teachers' elected representatives (see Appendix B)

7.3 Parental Leave

- A. When a teacher knows they or their partner is pregnant or has received confirmation of adoption, the Superintendent of Schools and administrator shall be informed in writing together with the expected date of the arrival of the child.
- B. 1. Sick/bereavement leave must be used during the Parental Leave.  
  
2. A teacher who does not have enough accumulated sick/bereavement leave may apply to the sick bank for any days needed to cover the Parental Leave.

7.4 FMLA Family and Medical Leave Act

- A. The School District will comply with the provisions of the Family Medical Leave Act. An eligible employee may request and will be granted up to twelve (12) work weeks of unpaid family or medical leave during a twelve (12) month period for those events covered by the FMLA. The Sunapee School District uses the fiscal period to calculate the 12 month period.
- B. The employee must request leave by contacting the Superintendent's Office thirty (30) days in advance when the leave is foreseeable. If the leave was not foreseeable, the employee must provide as much notice as practicable.
- C. A teacher must also use his/her accumulated sick/bereavement time for the twelve weeks covered by the FMLA.
- D. Nothing contained herein shall be interpreted to deny any employee rights under the Family Medical Leave Act or this Collective Bargaining Agreement.
- E. Prior to returning, a teacher shall present a medical certificate indicating the ability to return to work.
- F. Eligible employees may take up to 12 work weeks of leave in a 12-month period as specified in 7.6A for one or more of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care;
  - To care for a spouse, child, or parent who has a serious health condition;
  - For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
  - For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
- G. Insurance benefits will continue as per article 11.1A for up to 4 months. This includes the parental leave time specified by FMLA. For additional time out, the individual teacher may continue insurance benefits at his/her own expense.
- H. A teacher shall have, without pay, up to twelve months for leave of absence. Return must coincide with the start of a marking period or at a mutually agreed upon date.

### Sabbatical Leave

Request and general plan for Sabbatical Leave must be received by the Superintendent and referred to the Sabbatical Panel before December 1<sup>st</sup>, and action must be taken no later than January 15<sup>th</sup>. The Sabbatical Panel will consist of:

- One teacher from the applicant's school,
- One teacher from another school,
- One School Board member,
- One person from the administration,
- One person from the School Administrative Unit Office

The Sabbatical Panel's decision/recommendation is sent to the Superintendent by February 1<sup>st</sup> and action must be taken no later than March 15<sup>th</sup>. Request for Sabbatical Leave may be granted by the Superintendent and the Sunapee School Board for any full-time study or research program that will offer potential benefit both to the individual and the school system. The teacher will be paid half salary with full benefits for a one year leave or one quarter salary and full benefits for a half year leave. The teacher is responsible for the financial portion of benefits as per contract language.

### Eligibility Requirements

No more than one teacher will be granted a leave during any school year.

The teacher must have completed seven (7) years consecutively in the Sunapee School System.

Upon returning from Sabbatical Leave, the teacher will:

1. Agree in writing to continue working in the system for at least two years or reimbursement will be prorated accordingly.
2. Be paid on the step he/she would have received if the leave had not been taken.
3. Submit a report of the Sabbatical Leave to the Superintendent and the School Board.

7.5 Civil Leave

A. A member of the bargaining unit called for jury duty or subpoenaed as a witness will receive his/her regular daily rate of pay.

B. A member of the bargaining unit called for military or reserve duty will be paid the difference between his/her regular daily rate of pay and that which he/she receives for military or reserve duty.

**ARTICLE VIII**

**TEACHER EMPLOYMENT**

8.1.A. The employment year for bargaining unit members shall be one hundred eighty-five (185) days between the first day of work and June 30<sup>th</sup>. This will consist of one hundred eighty (180) student days and five (5) in-service and/or curriculum study days.

B. New teachers to the District will be expected to work two additional days prior to the regular contractual period for the purpose of orientation. They will receive a stipend of \$100.00 per day.

8.2 Teachers shall be informed of their teaching assignment including subject matter and/or grade level by the end of the school year, except in emergencies or unforeseen circumstances or unexpected staff resignations in which case a notice must be given as soon as the change occurs. The teacher(s) involved will have an opportunity to review the decision process with the administration.

**ARTICLE IX**

**WORKING CONDITIONS**

9.1.A. The normal teaching load at the Middle High School is five courses. In the event a teacher is requested to teach a sixth course, that teacher will be compensated at .165 times the base pay of the teacher's current lane. (Step 0 of lanes B, B+15, B+30, M, M+15)

B. When a change in the number of classes or preparations is necessary the elementary or middle high school teacher will have input in the decision process. The final decision lies with the administration.

C. 1. When a teacher is asked to provide special instruction/intervention (such as tutoring or supportive services beyond extra help which is typical of the regular teaching assignment), the teacher will be compensated at a rate of .165 times the base pay of the teacher's current lane per time interval equivalent to 1 period per year (this amount can be prorated in a proportional manner, i.e.: 25 minutes of special intervention work for one grading quarter is calculated as one half of a class period for one fourth of the year, therefore the rate of compensation would equal half of the .165 amount times 1/4 the base of the appropriate lane).

2. This payment is to be implemented when the teacher is asked to provide such assistance for an extended period of time.
3. This applies to any teacher at either the Central Elementary or Middle High School.

- 9.2 The District and the teachers recognize that class size can be a factor in the education of its students. Keeping this in mind, the teachers will have input in determining how the elementary class size and divisions occur. If at any time during the school year class size and/or mix, in the opinion of the classroom teacher or the District, begin to adversely affect the education of the children in that classroom, a committee of teachers, administrators and a School Board member shall review the effects of the class size or mix and make recommendations to the School Board for their consideration. In reviewing the recommendations, the Board shall make a determination which, if any, of the recommendations shall be implemented. The Board's decision shall be final.
- 9.3 Each bargaining unit member will be provided a twenty (20) minute lunch period free of assigned duties.
- 9.4 All duties shall be distributed as equally as possible, except in emergencies, within the confines of the school day. This will include before and after school duties such as playground and/or bus duties. It is also expected that teachers will meet their professional responsibilities.

The master calendar will indicate that parent/teacher conferences will happen in a specific month (November) for parent communication. Flexibility will be given to the teachers (K-12) to schedule conferences at times that work best for teachers and parents within that month. The master calendar wording will be reviewed by the STA.

- 9.5 The administration will make every effort to see that all teachers shall be provided a daily teacher planning period free from duties and meetings.

## **ARTICLE X**

### **PROFESSIONAL GROWTH AND STAFF DEVELOPMENT**

- 10.1.A The Board will include in its budget \$25,000. This amount will be available for approved courses. Course Approval & Reimbursement Forms submitted to the administration will be returned to the individual teacher within ten (10) working days. After approval, a copy of the form should be sent to the SAU by the administrator. This is currently a fully automated process.

Only graduate level courses or courses required to fulfill job requirements, improve job performance or promote professional development shall receive reimbursement, unless the Superintendent or his/her designee specifically approves an undergraduate level course. Only graduate level courses will count towards any lane changes.

- B. Distribution of this sum of money will be made according to the guidelines set forth in Appendix C.

- 10.2 Each teacher is expected to take part in the current SAU Staff Development Plan.
- 10.3 The Board and District shall continue the current practice of reimbursement for professional workshops and conferences.
- 10.4 The Board will include in its budget \$20,000. This amount is to be used for professional workshops and conferences by the members of the bargaining unit. The building administration reserves the right to send staff members to particular workshops and/or conferences. The administration will review professional development opportunities that align with teacher professional development plans, and minimize days missed by teachers from the classroom. After May 30<sup>th</sup> any unexpended funds will be diverted to course reimbursement as outlined in Appendix C.

**ARTICLE XI**  
**INSURANCE BENEFITS**

11.1A. The Sunapee School District shall provide all members of the bargaining unit employed prior to July 1, 2019 with a choice of Blue Choice POS, BC2T20(R10/25/40M10/40/70) health insurance or Access Blue New England HMO, AB5 (R10/25/40 M10/40/70). The premiums for either policy will be paid as follows: 80% District, 20% member.

Any member of the bargaining unit hired on or after July 1, 2019 will be given the choice of Access Blue New England HMO, AB5 (R10/25/40 M10/40/70) or Access Blue New England HMO with Deductible, AB15/40IPDED (R10/25/40 M10/40/70). The premiums for either policy will be paid as follows: 80% District, 20% member.

**Access Blue New England HMO with Deductible, AB15/40IPDED (R10/25/40 M10/40/70) Contribution.** The Sunapee School District's contribution to Employees who are enrolled in the AB15/40IPDED medical plan with Health Trust are as follows. Employees enrolled in a Single plan will be reimbursed by the HRA for the first \$500 in medical plan deductible expenses incurred for the plan year. Employees enrolled in a 2-person plan will be reimbursed by the HRA for the first half of the deductible per participant (\$500 each up to a family maximum of \$1,000) per plan year in medical plan deductible expenses, and employees enrolled in a family plan will be reimbursed by the HRA (\$500 each up to a family maximum of \$1,500) per plan year in medical plan deductible expenses. The Employee is responsible for any remaining medical plan deductible expenses above the allocated reimbursement amount.

In order to change to an equivalent policy, written approval by the STA is required. Either party may reopen negotiations on insurance issues. Failure to reach agreement on any changes will result in no change to the current benefit.

- B. The District will pay 100% of the premiums for any couples employed full time by the District. The District will grandfather any couple currently working under the previous contract language. (2016-2019)
- C. A person who is employed less than full-time is entitled to the same insurance policy. The premiums paid by the District will be equivalent to the ratio at which the employee is hired; i.e. when a person is employed at half time the District will pay 50% of the premiums normally paid for a full-time employee.
- D. If an employee elects not to participate in the health insurance program, said employee will receive a payment equal to twenty percent (20%) of the full premium of the maximum value plan the employee is eligible for. However, in the case of married couples employed by the District for which the District pays 100% of the insurance under section 11.1 (B), there will be no buy-out for either spouse under this section. This payment will be paid in lump sum upon receipt of reasonable proof of insurance to the District. The buyout will be paid in the last pay period of December as a separate check from scheduled payroll checks with all appropriate tax deductions. In the event of a qualifying event that necessitates the employee rejoin the plan after the buy-out has occurred, that employee will be required to return the buyout at a monthly prorated figure prior to June 30. An employee that qualifies for the buyout but rejoins the plan prior to the December payment is eligible for a monthly prorated buy-out for the time the employee was not on the insurance plan. The Board shall provide for each employee and his/her eligible dependents coverage for Delta Dental Insurance. The School District will pay 95% of the premiums and the employees will pay 5% of the premiums.

The following is the coverage for the plan:

Coverage A 100% Diagnostic & Preventive

Coverage B 75% Restorative

Coverage C 50% Prosthodontics- including implants

Deductible 0%

Yearly Max \$750 Maximum amount the plan will pay per person per Contract Year.

- 11.2 The Board shall provide each employee with a life insurance policy with a face amount equal to the employee's yearly salary (nearest thousand), which will be paid to the designated beneficiary.

## ARTICLE XII

### **DUES DEDUCTIONS / AGENCY FEES**

- 12.1 Upon written authorization from the bargaining unit member, the employer shall deduct dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect throughout the school year unless revoked in writing according to the procedures outlined in the NEA-New Hampshire Constitution and Bylaws. Pursuant to such authorization, the employer shall deduct from each regular salary check such dues, assessments and contributions beginning with the third (3<sup>rd</sup>) regular salary check and continuing for a total of twenty (20) consecutive pay periods and forward to the Association's treasurer.

### **ARTICLE XIII**

#### **NOTICE UNDER AGREEMENT**

- 13.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Sunapee School Board Chairperson and the Superintendent of Schools at the current SAU mailing address.
- 13.2 Whenever written notice to the Sunapee Teachers' Association is provided for in this Agreement, such notice shall be addressed to the President of the Sunapee Teachers' Association at his/her current address.

### **ARTICLE XIV**

#### **DURATION AND RENEWAL**

- 14.1 The provisions of this Agreement will remain in full force and effect until June 30, 2025. This Agreement may be amended upon mutual agreement of the parties. Any changes will be reduced to writing, signed by the duly authorized representatives of the parties and adopted thereto. (contingent upon final negotiations and vote)
- 14.2 Only cost items shall be submitted to the legislative body of the public employer for approval. If, in the initial submission of a newly negotiated Agreement, the legislative body rejects any part of the submission, or while accepting the submission takes any action which would result in a modification of the terms of the cost item submitted to it, either party may reopen negotiations on all or part of the entire agreement.

### **ARTICLE XV**

#### **SALARIES AND SALARY SCHEDULE**

- 15.1A. Members of the bargaining unit shall be paid according to the salary schedule set forth in Appendix D. In order to move from one place to another, the documentation for credits or degree earned must be received by the SAU office no later than October 1<sup>st</sup> of the year the change is to take place.

- 15.2 All teachers employed by the District shall each year be given full credit on the salary schedule for full years of previous teaching experience.
- 15.3 Placement on the salary schedule, for all teachers employed by the District, shall be in accordance with the teacher's total previous years of experience, highest degree, and the number of credits earned beyond said degree. Credit will be given for all years of teaching experience. The Superintendent or his/her designee may award credit for relevant non-teaching experience, however, s/he must provide the STA President with the specific information. Once under contract, no new evidence shall be accepted for the purpose of initial salary schedule placement.
- 15.4 Any bargaining unit member, asked and agreeing to work days beyond those of the contract year, will be paid at the rate of one, one hundred eighty-fifth (1/185) of his/her contract pay per diem for professional services.
- 15.5 Employees hired less than full-time (as per Article IX) shall be paid as follows:
- A. Employees at the Sunapee Central Elementary School hired less than full-time (as per Article IX) shall be paid proportionally based on his/her schedule.
  - B. Employees at Sunapee Middle High School hired less than full-time (as per Article IX) shall be paid  $.165 \times (\text{number of classes}) \times (\text{salary})$ .
  - C. When a part-time employee is asked to monitor a study hall (or similar duty) the teacher will be compensated at a rate of .165 times the base pay of the teacher's current lane for each period of duty. The amount can be prorated in the same way as in Article IX section 9.1Ca.
- 15.6A Employees engaged in co-curricular activities shall receive a stipend as established in Appendix E.
- B. Procedure for establishing new co-curricular activity:
- 1. Written permission must be obtained from the building principal prior to initiating a new co-curricular activity or club.
  - 2. Total of \$1000/school will be budgeted annually and dispensed at the principal's discretion for all new pilot programs.
  - 3. After two successful years the principal may notify the Superintendent and the STA President of the desire to add the activity or club to Appendix E of the master contract. The stipend is to be negotiated.
- 15.7 Loyalty, Longevity, Retirement Plan - A teacher will receive his/her regular salary and an additional amount (to be paid across the 22 or 26 pay periods as selected by the employee) for his/her last year of teaching in the Sunapee School District upon written notification to the Superintendent of Schools of his/her intent to retire. The notification must be received by the Superintendent not later than November 1<sup>st</sup> of the school year prior to the desired retirement year. The teacher's retirement date shall be at the end of the following school year. The criteria are determined by the contract in effect on the



date of the letter of notification and years of experience in Sunapee at the time of retirement.

The following criteria must be met in order to be eligible:

A. The teacher must have been a full-time teacher in Sunapee for a minimum of fifteen (15) years to receive an additional \$16,000 or a full-time teacher in Sunapee for a minimum of twenty (20) years to receive an additional \$20,000. A part time teacher will be eligible to receive a prorated amount for their years of service in Sunapee.

B. Be at least fifty-five (55).

The teacher may retract his/her intention to retire by notifying the Superintendent prior to the first day of the next school year following the November 1<sup>st</sup> notification date.

**APPENDIX A**

**GRIEVANCE REPORT FORM**

Grievance No \_\_\_\_\_ School District \_\_\_\_\_

To \_\_\_\_\_  
(Principal)

Complete in triplicate with copies to:  
1. Principal  
2. Superintendent  
3. Association

\_\_\_\_\_  
School

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date Filed

**LEVEL A**

Date of Grievance: \_\_\_\_\_

1. Statement of Grievance (Be sure to include the specific violation or condition with proper references to the contract Agreement ): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

2. Answer given by Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

3. Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**LEVEL B**

Grievance No.: \_\_\_\_\_

1. Date received by Superintendent and/or Asst. Superintendent: \_\_\_\_\_

2. Answer given by Superintendent and/or Asst. Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL C**

1. Date received by School Board: \_\_\_\_\_

2. Date of School Board Meeting: \_\_\_\_\_

3. Answer given by School Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL D**

Date submitted to Binding Arbitration: \_\_\_\_\_

\_\_\_\_\_

## APPENDIX B

### SUNAPEE TEACHERS' SICK BANK

Eligible staff may contribute up to two of their sick/bereavement leave days to a sick bank annually which will act as a pool which may be drawn upon after a member with a prolonged illness has exhausted his/her own sick/bereavement leave days. This bank may accumulate up to a total of two times the eligible membership. The program will be administered by the teachers' elected representatives.

- I. Membership- Membership in the sick bank will be voluntary.
  - A. All Sunapee teachers who are eligible members of the bargaining unit will have the opportunity to join the Sunapee Sick Bank Program.
  - B. All teachers will be given the opportunity in writing to make a decision to join, remain or not to participate in the program by the end of September.
  - C. Participation in the bank will constitute a teacher donating two of his/her annual sick/bereavement leave days into the bank each year of membership, if needed. Once designation of membership into the sick bank program has been made, the days cannot be withdrawn.
- II. Administration
  - A. It shall be the responsibility of the three-member Sick Bank Committee to inform the Superintendent of Schools of the benefits granted to its (the Sick Bank) members.
  - B. The Sick Bank Committee will be chosen by the members of the Sunapee Teachers' Association and will continue in effect until the teachers choose a new committee the following fall.
  - C. Records will be maintained by the Sick Bank Committee which will be shared yearly with the SAU office.
  - D. One person on the Sick Bank Committee will act as bookkeeper for the bank, maintaining and updating records.
- II. Benefits- A member will only become eligible for benefits after he/she has exhausted his/her own accumulated sick/bereavement days.
  - A. Two types of administration of benefits will qualify:
    1. Emergency non-planned sickness or injury. This will constitute the teacher being unable to personally (phone or in person with full control of his/her faculties) apply for benefits. Sick days will be granted on an as needed basis with determination based solely on need of the incapacitated member. Under this situation, it will be the responsibility of the Sick Bank Committee to act on behalf of the member without a request from the member.

2. Planned or expected sick leave. This will constitute all non-emergency situations when a member is capable to plan or determine his/her elected surgery or treatment, convalescence, and so forth. This will include disability arising from pregnancy but not maternity leave.
  - a. The member shall in writing specifically give in detail a request to the Sick Bank Committee for the expected days of absence needed.
  - b. It shall then be the responsibility of the Sick Bank Committee to determine what it considers to be the best course of action in the individual case.
 

The Committee may:

    1. Approve the days off requested
    2. Offer a counter proposal
    3. Refuse the request
  - c. A member will receive a written copy of the Committee's reply within a reasonable period of time.
  - d. The member will have the right to appeal the Committee's decision at a special meeting of the Sick Bank Membership. With the use of a secret ballot by the members, a majority of members will determine the outcome of the appeal. Both the member and the Committee will present its reasons or actions to the membership.
3. Teachers who leave Sunapee will have their donated days deducted from the bank when they leave.

### III. How the Sick Bank Works

- A. Approved days will be taken from the Sick Bank on the first-come basis documented by a signed letter to the Superintendent from the Sick Bank Committee.
- B. Each member may have from 0 to 2 days of his/her individual 15 annual sick/bereavement leave days deducted from his/her account and placed in the Sunapee Sick Bank.
  1. Days deducted from individuals will be based on total allowable days in the Sick Bank. No one will have days deducted unless a need exists for additional days up to the maximum in effect at the time.
  2. When the number of days in the Sick Bank falls below the maximum, days will be donated in the following manner:

New staff may donate up to 2 days, after which staff member will be asked in alphabetical order to donate one day to reach the maximum number of days.

## **APPENDIX C**

### **COURSE MONEY DISTRIBUTION**

The deadlines for submitting the Course Approval & Reimbursement Form, Proof of Grade, and Proof of Payment to the Teachers' Course Payment Committee are:

September 30<sup>th</sup> for summer courses  
January 30<sup>th</sup> for fall courses  
May 30<sup>th</sup> for spring courses

Applicants shall not be entitled to reimbursement for a course unless the grade earned is a “B” or better, or a grade of “pass” in a pass/fail course.

After May 30<sup>th</sup>, the total money for course reimbursement (Article 10.1A) and any unexpended funds from professional workshops and conferences (Article 10.4) will then be equally distributed to applicants one credit at a time until all funds are distributed. If funds are not available to reimburse a full credit for each applicant (whichever credit we have reached), then the remaining money will be divided equally among the applicants so that each applicant's credit in question will receive equal partial payment. Anyone missing a deadline cannot expect payment. If there are funds remaining at the end of the fiscal year after all other commitments are met, consideration will be given to late claims.

The above plan will be administered by the STA Course Payment Committee. The plan requires that course selections have met with administrative approval prior to each applicant's request for reimbursement. Use the attached form or get one from the building representative.

**COURSE APPROVAL & REIMBURSEMENT FORM**

- 1) Teacher submits Course Approval & Reimbursement form to the building administrator for course approval
- 2) Course Approval & Reimbursement Forms submitted to the building administrator must be returned to the individual teacher within ten (10) working days.
- 3) Approved forms are retained by the individual teacher until the course is completed and a grade has been received.
- 4) When the course is completed, the teacher is responsible for submitting the Course Approval & Reimbursement Form, Proof of Grade, and Proof of Payment to the STA Course Payment Committee.
- 5) The deadlines for submitting the required paperwork are:
  - a) September 30<sup>th</sup> for summer courses
  - b) January 30<sup>th</sup> for fall courses
  - c) May 30<sup>th</sup> for spring courses

Date of application \_\_\_\_\_

Course Requested for      Fall              Spring              Summer              (circle one)

Name of Applicant \_\_\_\_\_

Course name(s)	<u>Cost per Credit</u>	<u>Total Credits</u>	<u>Date Offered</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Institution offering Courses \_\_\_\_\_

The above courses have/have not (circle one) been approved by the administration

\_\_\_\_\_  
Administrator's Signature

\*Copy sent to the SAU by Administrator

**Approval for Payment Section**

The Course Payment Committee has approved payment of \_\_\_\_\_ to \_\_\_\_\_  
for the following courses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman of the Course Payment Committee

\_\_\_\_\_  
Date

## Proposed Appendix D

### School Year 2022-2023 (year 1)

STEP	BA	BA+15	BA +30	MA	MA+15
0	44,148	46,355	48,563	50,770	52,977
1	46,355	48,563	50,770	52,977	55,185
2	48,563	50,770	52,977	55,185	57,392
3	50,770	52,977	55,185	57,392	59,599
4	52,977	55,185	57,392	59,599	61,807
5	55,185	57,392	59,599	61,807	64,014
6	57,392	59,599	61,807	64,014	66,222
7	59,599	61,807	64,014	66,222	68,429
8	61,807	64,014	66,222	68,429	70,636
9	64,014	66,222	68,429	70,636	72,844
10	66,222	68,429	70,636	72,844	75,051
11	68,429	70,636	72,844	75,051	77,259
12	70,636	72,844	75,051	77,259	79,466
13	72,844	75,051	77,259	79,466	81,673
14	75,051	77,259	79,466	81,673	83,881
15	77,259	79,466	81,673	83,881	86,088

## Proposed Appendix D

### School Year 2023-2024 (year 2)

STEP	BA	BA+15	BA +30	MA	MA+15
0	45,163	47,421	49,679	51,938	54,196
1	47,421	49,679	51,938	54,196	56,454
2	49,679	51,938	54,196	56,454	58,712
3	51,938	54,196	56,454	58,712	60,970
4	54,196	56,454	58,712	60,970	63,228
5	56,454	58,712	60,970	63,228	65,487
6	58,712	60,970	63,228	65,487	67,745
7	60,970	63,228	65,487	67,745	70,003
8	63,228	65,487	67,745	70,003	72,261
9	65,487	67,745	70,003	72,261	74,519
10	67,745	70,003	72,261	74,519	76,777
11	70,003	72,261	74,519	76,777	79,036
12	72,261	74,519	76,777	79,036	81,294
13	74,519	76,777	79,036	81,294	83,552
14	76,777	79,036	81,294	83,552	85,810
15	79,036	81,294	83,552	85,810	88,068



## Proposed Appendix D

### School Year 2024-2025 (year 3)

STEP	BA	BA+15	BA +30	MA	MA+15
0	46,292	48,607	50,921	53,236	55,551
1	48,607	50,921	53,236	55,551	57,865
2	50,921	53,236	55,551	57,865	60,180
3	53,236	55,551	57,865	60,180	62,495
4	55,551	57,865	60,180	62,495	64,809
5	57,865	60,180	62,495	64,809	67,124
6	60,180	62,495	64,809	67,124	69,438
7	62,495	64,809	67,124	69,438	71,753
8	64,809	67,124	69,438	71,753	74,068
9	67,124	69,438	71,753	74,068	76,382
10	69,438	71,753	74,068	76,382	78,697
11	71,753	74,068	76,382	78,697	81,011
12	74,068	76,382	78,697	81,011	83,326
13	76,382	78,697	81,011	83,326	85,641
14	78,697	81,011	83,326	85,641	87,955
15	81,011	83,326	85,641	87,955	90,270

Appendix E

SUNAPEE TEACHERS ASSOCIATION		
CO-CURRICULAR STIPENDS		
	2022-2025	2022-2025
POSTION	0-5 years	> 6 years
SMHS		
Athletic Director	\$ 3,742.77	\$ 3,855.05
Varsity Soccer - Boys	\$ 3,216.81	\$ 4,386.56
Varsity Soccer - Girls	\$ 3,216.81	\$ 4,386.56
JV Soccer-Boys	\$ 2,251.66	\$ 3,071.13
JV Soccer - Girls	\$ 2,251.66	\$ 3,071.13
MS Soccer--Boys	\$ 1,350.78	\$ 1,842.46
MS Soccer-Girls	\$ 1,350.78	\$ 1,842.46
Varsity Volleyball	\$ 3,216.81	\$ 4,386.56
JV Volleyball	\$ 2,251.66	\$ 3,071.13
MS Volleyball	\$ 1,350.78	\$ 1,842.46
Varsity Golf	\$ 3,216.81	\$ 4,386.56
Varsity Basketball - Boys	\$ 3,538.17	\$ 4,825.76
Varsity Basketball - Girls	\$ 3,538.17	\$ 4,825.76
JV Basketball - Boys	\$ 2,476.61	\$ 3,377.49
JV Basketball - Girls	\$ 2,476.61	\$ 3,377.49
MS Basketball - Boys	\$ 1,485.75	\$ 2,026.71
MS Basketball - Girls	\$ 1,485.75	\$ 2,026.71
Varsity Alpine Skiing	\$ 2,669.43	\$ 3,641.01
Varsity X-C Skiing	\$ 2,669.43	\$ 3,641.01
Varsity Ski Jumping	\$ 2,669.43	\$ 3,641.01
MS Alpine Skiing	\$ 1,485.75	\$ 2,026.71
Varsity Baseball	\$ 3,216.81	\$ 4,386.56
Varsity Softball	\$ 3,216.81	\$ 4,386.56
JV Baseball	\$ 2,251.66	\$ 3,071.13
JV Softball	\$ 2,251.66	\$ 3,071.13
MS Baseball	\$ 1,350.78	\$ 1,842.46
MS Softball	\$ 1,350.78	\$ 1,842.46
Varsity Track	\$ 3,216.81	\$ 4,386.56
MS Track	\$ 1,350.78	\$ 1,842.46
Bass Fishing	\$ 1,000.00	\$ 1,363.99

The following stipends are not subject to years of experience

**SCES**

Fall Drama	\$ 1,169.75
------------	-------------

Spring Drama	\$ 1,169.75
Winter Activities	\$ 428.48
Prize Speaking	\$ 584.88
Chess Club	\$ 1,169.75
Destination Imagination	\$ 1,169.75
After School Clubs (per club/6 wks):	\$ 278.51

**SMHS**

Senior Class Advisor	\$ 1,754.63
Junior Class Advisor	\$ 1,754.63
HS Honor Society	\$ 1,169.75
HS Student Council	\$ 1,169.75
MS Student Council	\$ 1,169.75
Fall Play Director	\$ 2,924.38
Spring Play Director	\$ 2,924.38
Fall Play Stage Advisor	\$ 1,169.75
Spring Play Stage Advisor	\$ 1,169.75
Voice Coach	\$ 584.88
Graduation Coordinator	\$ 1,169.75
Harvard Model Congress	\$ 1,169.75
Gay Straight Alliance	\$ 1,169.75
Chess Club Advisor	\$ 1,169.75
Art Club Advisor	\$ 1,169.75
Art Show Coordinator	\$ 877.31
Service Club Advisor	\$ 1,169.75
Mock Trial Advisor	\$ 1,169.75
Beekeeping Club Advisor	\$ 1,169.75
Prize Speaking	\$ 584.88
Destination Imagination	\$ 2,339.50
Outing Club	\$ 584.88
Folio Advisor	\$ 584.88
Spelling Bee	\$ 584.88
Geography Bee	\$ 584.88
Garden Club	\$ 1,169.75
Extended Trip Planning (Close Up, Gettysburg, Nature's Classroom, and similar future trips)	\$ 584.88
Robotics Team	\$ 1,169.75
Off campus Overnight Chaperone Trips. \$120/night	\$ 124.80
NEASC Chair	\$ 1,169.75
NEASC Sub Chairs = 5 positions	\$ 584.88

In **WITNESS HEREOF**, THE PARTIES HAVE EXECUTED THIS AGEEMENT  
on this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ as of the date and year first written above.

**SUNAPEE SCHOOL DISTRICT**

By [Signature] (Jesse Tyler)

By [Signature]

By [Signature]

By Edward [Signature]

By \_\_\_\_\_

**SUNAPEE TEACHERS' ASSOCIATION**

By [Signature]

By [Signature]

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE SUNAPEE SCHOOL BOARD OF NH SCHOOL ADMINISTRATIVE UNIT #85**  
**AND**  
**THE SUNAPEE TEACHERS' ASSOCIATION/NH-NEA**

This **Memorandum of Agreement** is entered into by the Sunapee School Board in NH School Administrative Unit #85 (“Board”) and the Sunapee Teachers’ Association (“Association”) affiliated with NH-NEA.

**WHEREAS**, the Board and the Association are parties to a collective bargaining agreement (CBA) for the period from July 1, 2019 through June 30, 2022, and July 1, 2022 through June 30, 2025; and,

**WHEREAS**, due to a construction project at Sunapee Central Elementary School, the Board is desirous of amending the number of student instructional days; and,


**WHEREAS**, the CBA clearly articulates in Article 8.1.A, Employees will work one hundred and eighty (180) student days and five (5) in-service and/or curriculum study days each contract year; and,


**NOW, THEREFORE**, the parties are desirous of coming to an agreement on the terms as follows:


1. The first student day of the 2022-2023 school year at the Sunapee Central Elementary shall be September 7, 2022. The first student day of the 2022-2023 school year at the Sunapee Middle High School shall be August 29, 2022.
2. Employees at the Sunapee Central Elementary School shall work one hundred and seventy-five (175) student days and ten (10) in-service and/or curriculum study days. Of the additional five (5) in-service and/or curriculum study days, two (2) will consist of professional responsibilities at the Employee’s discretion for material and classroom preparation. The other three (3) of the five (5) additional in-service and/or curriculum study days shall include relevant and timely professional activities. The third additional in service and/or curriculum day’s activities will be mutually agreed upon between the Superintendent and the President of the Association.
3. Employees at the Sunapee Middle High School shall work one hundred and eighty (180) student days and five (5) in-service and/or curriculum study days.
4. The parties agree that this Memorandum of Agreement shall set no precedent or past practice and shall not be used in any proceedings except to enforce its terms.

5. The parties agree that this agreement does not replace the current collective bargaining agreement, which is still in full force and effect except as explicitly modified by this MOA.
6. The parties agree that this agreement is temporary and will only be in effect for the 2022-2023 school year. The parties agree to continue to work together, in good faith, to discuss and, if necessary, modify this agreement as conditions necessitate.

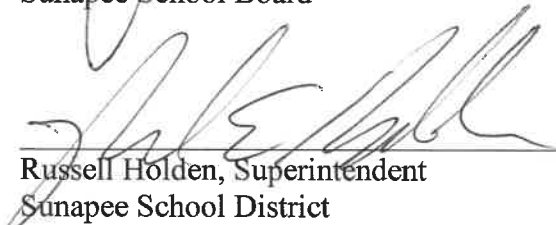
**WHEREFORE**, the parties have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this \_\_\_\_ day of June, 2022

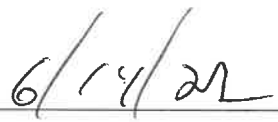
  
\_\_\_\_\_  
Jennifer Cloutier, President  
Sunapee Teachers' Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jesse Tyler, Chair  
Sunapee School Board

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Russell Holden, Superintendent  
Sunapee School District

  
\_\_\_\_\_  
Date