

**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

### 110 A. Statement of Intent

111  
112 On or before October 1, prior to the expiration of the Agreement, each party may  
113 submit to the other written notice of its intention to negotiate a successor  
114 agreement concerning salaries, fringe benefits, and terms and conditions of  
115 employment as defined in New Hampshire RSA 273-A.  
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.  
126  
127  
128  
129  
130  
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.

179 The Board shall communicate its decision to the teacher within five (5)  
180 school days of its hearing, except during the summer when its decision  
181 shall be communicated within five (5) business days.  
182

183 The Board and the SAE agree that in the case of impending summer recess  
184 every effort shall be made to resolve outstanding issues before the  
185 beginning of that recess.  
186

187 If the decision of the Board does not resolve the grievance to the  
188 satisfaction of the grievant and they wish review by a third party, they  
189 shall so notify the Association. If the Association determines that the  
190 matter should be arbitrated, it shall so notify the Board in writing within  
191 fifteen (15) days of receipt of the Board's decision. The request for  
192 arbitration is a waiver of the right of said Association or grievant to submit  
193 the underlying dispute to any other administrative or judicial tribunal for  
194 resolution. Nothing herein affects the rights of an individual to pursue  
195 antidiscrimination complaints under federal or state law.  
196

197 3. Procedure for Securing the Services of an Arbitrator: The following  
198 procedure will be used to secure the services of an arbitrator.  
199

- 200 a. A request for a list of qualified arbitrators shall be made to the  
201 American Arbitration Association whose rules shall apply.  
202
- 203 b. The arbitrator shall limit themselves to the issues submitted to them  
204 and shall consider nothing else. They may add nothing to nor  
205 subtract anything from the Agreement between the parties. The  
206 findings and decision of the arbitrator shall be final and binding on  
207 the Association, the grievance, and the Board.  
208

209 4. The Association and the Board agree that any differences between the  
210 parties on matters relative to this Agreement shall be settled by the means  
211 herein provided. The Association, in consideration of this Agreement and  
212 its terms and conditions, shall not during the term of the Agreement  
213 engage in nor condone any strike, work stoppage, or other concerted  
214 refusal to perform any assignment on the part of any employee(s)  
215 represented hereunder nor shall the Board sponsor any lockouts.  
216

217 C. Rights of Teachers to Representation  
218

219 1. A teacher has the right to Association representation at all meetings where  
220 said meetings may result in said teacher's rights under this contract being  
221 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  
356 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 1<sup>st</sup>** 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 30<sup>th</sup>  
373 deadline and the teacher notified prior to **January 30<sup>th</sup>**.

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

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

422 All teachers will be given written preliminary notice of their subject, grade level,  
423 and building assignments no later than June 7. The preliminary assignment will  
424 not be changed without conferring with the affected teacher relative to the need  
425 for such change. This conference shall include the Superintendent, the  
426 principal(s), and the teacher(s) involved and will consider the teacher(s)' length of  
427 service in the District, then area of competence, major or minor field of study,  
428 impact on the children, and other relevant factors.  
429

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

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

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

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

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

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

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

#### 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  
602 **A. General**

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

609  
610 **B. Salary Schedule**

- 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.

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Number of Years of Industry Experience

Track Placement

- Less than five years
- Five to nine years
- Ten years or more

Track 1- Bachelor's  
Track 2- Bachelor's plus 15  
Track 3- Master's

B. Step Placement for Career Technical Education Teachers: The Superintendent will equate 1.5 years of industry experience to 1 year of experience when determining the employee's step placement.

C. Additional Consideration for Salary Determination: The Superintendent has the discretion to consider other industry-related certifications or other unique qualifications when placing the employee on the salary schedule at the time of hire.

D. Salaries for Career Technical Education teachers who do not possess at least a Bachelor's degree and were hired prior to July 1, 2023 will be revised based on the track and step placement as outlined in section A and B above. Adjustments will not be retroactive.

C. Experience Increment and Cost of Living Increases

Subject to Article 7, an employee who works more than half of the 185 teacher work days during their prior year of employment with the District shall receive credit for one year of work experience for the purpose of step assignment on the salary schedule for the next year.

Experience increments and cost of living increases shall not be payable after expiration of this Agreement as part of any obligation to maintain status quo.

D. Education Increment

The course credit hours that a teacher uses to qualify for an education increment must be earned in graduate-level courses in which the teacher received a passing grade. Other courses, such as staff development activities and undergraduate-level courses, will not qualify a teacher for education increments. Written intent to change level of advanced education must be made prior to January 1 of the year prior to the education level change. Exceptions will be made for new hires if they attain the required credits or degree during their first year of employment.

E. All professional employees will be paid on a biweekly basis with the option of selecting a twenty-two (22) payment plan or a twenty-six (26) payment plan. Employees choosing the twenty-two (22) payment plan must notify the Superintendent's office no later than April 30 of the preceding school year. In the event that an employee selects a twenty-six (26) payment plan, the last check in



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  
742 A. Health Insurance

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

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

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 (91<sup>st</sup>) 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 1<sup>st</sup>. 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:

817 <u>Term</u>	817 <u>Submission Deadline</u>
818 Summer	818 March 1st
819 Fall/Winter	819 August 1st
820 Spring	820 December 1st

821

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

- 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.

- 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

862 Summer Courses

863 Courses whose end dates fall between July 1<sup>st</sup> and August 31<sup>st</sup>  
864

865 Fall/Winter Courses

866 Courses whose end dates fall between September 1<sup>st</sup> and January 31<sup>st</sup>  
867

868 Spring Courses

869 Courses whose end dates fall between January 1<sup>st</sup> and June 30<sup>th</sup>  
870

871 B. Staff Development/College Credits  
872

- 873 1. Staff Development hours must be in agreement with the procedures set  
874 forth in the SAU 56 Staff Development Master Plan.  
875

876 C. Conferences with Workshops  
877

878 The maximum amount of funds for conferences, workshops or professional  
879 associations available to an individual teacher shall be \$500. In no event shall the  
880 School District expend more than \$20,000 under Article 17(C) in any contract  
881 year. Professional Associations shall be subject to the approval of the  
882 Superintendent.  
883

884 Funds Distribution Formula  
885

886 5-8 credits and up to \$250 for conferences, workshops & professional associations  
887 1-4 credits and up to \$350 for conferences, workshops & professional associations  
888 0 credits and up to \$500 for conferences, workshops & professional associations  
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893 ARTICLE 18 - TEMPORARY LEAVES OF ABSENCE

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A. Sick Leave

1. Teachers shall be granted fourteen (14) days, cumulative to 150 days, for personal illness or illness in the immediate family.
  - a. The term “immediate family” shall include spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters, or domestic partner.
  - b. For extenuating circumstances, the Superintendent may expand the definition of “immediate family” for purposes of paid sick leave.
  - c. Special and usual circumstances will be considered by the Board to extend sick leave benefits beyond 150 days. The Superintendent may require proof of continued illness from a physician after four (4) consecutive days of sick leave. Any teacher on sick leave is entitled to all benefits of any contracted teacher.
  - d. If abuse of sick leave is suspected, the Principal or Superintendent shall notify the teacher in writing. The reasons for this notification shall be clearly stated and defined.
  - e. All leave time is reported on each employee’s pay stub.
  - f. A teacher who has vacated a position due to long-term illness will receive priority in filling that vacancy for up to one year from the date that leave begins provided the teacher submits a medical release attesting to the teacher’s ability to perform their duties.
  - g. Upon retirement a teacher’s unused “Sick Leave Days” become “Sick Days” as recognized by the NH Retirement System.
  - h. Sick Leave Days cannot be used for “vacation days”
  - i. Sick Leave Days cannot be used to extend a holiday or school vacation break.

B. Emergency Leave

1. Teachers shall be granted two (2) days for emergency leave for situations that 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 c. Personal Days cannot be used to extend a holiday or school vacation  
961 break. The Superintendent must approve any requests for personal  
962 days that would contradict this provision.  
963  
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 -OR-

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

977 E. Sick Bank

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

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



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

- b. Each teacher will be granted one (1) day leave of absence due to the death of a person significant to the teacher.
- c. Upon the teacher’s request, the Superintendent may extend bereavement leave.

G. Other Leave

1. Jury Duty/Serving as a Witness

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

2. Military Reserve Duty

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

3. Good Cause

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

4. Notification

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

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

H. Association Members' Professional Leave

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

- 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.  
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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  
1181 \* Early retirement is defined as 55 to age 59.

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  
1199 Retirees beginning July 1, 2017 - \$1,000.

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.

1206  
1207  
1208  
1209  
1210

- 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

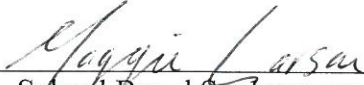
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- A. The Board agrees to maintain a safe work environment.
- B. Teachers with concerns about a safe work environment will notify administration first, then the School Board, if necessary.
- C. Administration and/or the School Board will make reasonable 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

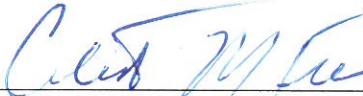
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By:   
SAE Spokesperson

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>	<b>August 2023 (2)</b>	<b>September 2023 (20)</b>																																																																																																																																																																																													
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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.

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

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

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

## 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.