

**AGREEMENT**

**Between the**

**SEACOAST EDUCATION ASSOCIATION**

**and the**

**HAMPTON SCHOOL DISTRICT – SAU 90**

**JULY 1, 2021 TO JUNE 30, 2022**

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**ARTICLE I**  
**RECOGNITION**

- 1-1 For purposes of collective negotiations, the Board recognizes the Seacoast Education Association as the exclusive representative of all professional employees of the Hampton School District – SAU 90. Professional employees shall include any teacher, guidance counselor, librarian, reading specialist, occupational therapist, speech-language pathologist, school psychologist and nurse employed by the Hampton School District – SAU 90, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of professional school personnel, or an appropriate license or certificate issued by the Board of Allied Health Professionals. For the purpose of this contract, the term does not include superintendents, assistant superintendents, principals, assistant principals, directors, teacher consultants, as per Certification Standards for Educational Personnel in New Hampshire, business administrators or persons employed by the State Board of Education. The Association agrees to represent equally all such professional employees in the unit designated above without discrimination and without regard to membership in the Association.
- 1-2 For the duration of this Agreement the unit shall include those persons now or hereafter who perform the duties or functions of the employees included in the unit defined in Article I, Section 1-1 of this Agreement.
- 1-3 Definitions:
- 1-3.1 The term "School" as used in this agreement means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the Hampton School District.
- 1-3.2 The term "Principal" as used in this Agreement means the responsible administrative head of his/her respective school.
- 1-3.3 Except where otherwise stated in this Agreement, the terms "Teacher" and "Employee" as used in this Agreement mean a person employed by the District included in the unit defined in Article I, Section 1-1 of this agreement.
- 1-3.4 The term "Faculty Representative" as used in this Agreement means the Association faculty representative or his/her teacher designee. He/she shall be part of the unit defined in Article I, Section 1-1.
- 1-3.5 Whenever the singular is used in this Agreement, it is to include the plural.
- 1-3.6 The term "Continuing Contract Teacher" shall mean any person employed by the Board who is defined as a teacher by RSA 189:14-a and has completed the years that RSA 189:14-a requires for continuing contract (a.k.a. tenure) status.
- 1-3.7 Unless designated otherwise, the term Board refers to the Hampton School Board.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- 2-1.1 Not later than August 1st, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good-faith effort to reach agreement on all matters raised by either party concerning salaries, fringe benefits, and other areas covered by this Agreement. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the voters have made the necessary appropriations. The Board shall make a good-faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding the matters affected thereby, in accordance with the provisions of this Agreement.
- 2-1.2 The Board shall make available to the Association information which the Board is required by law to release to the general public. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist in negotiations.
- 2-2.1 If by November 15th the parties fail to reach agreement on any matter or matters which are the subject of negotiation, either party may declare an impasse. In the event of an impasse, either party may request the appointment of a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable.
- 2-2.2 The parties will select a mediator from a panel presented by the American Arbitration Association. The mediator will meet with the parties or their representatives, or both, forth-with, either jointly or separately, and will take such other steps, as he/she may deem appropriate, in order to persuade the parties to resolve their differences and affect a mutually acceptable agreement. If the dispute is not resolved prior to December 15th, the mediator shall make findings of fact and recommend terms of settlement regarding the disputed matters submitted to him/her. Said recommendations shall be advisory only and shall be made within thirty-one (31) days of his/her appointment. Either the Hampton School Board or the Association may make such findings and recommendations public, if no agreement is reached within ten (10) days after their receipt from the mediator.
- 2-3 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.
- 2-4 Areas covered by this Agreement shall be proper subjects for the impasse procedure set forth herein.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

3-1 Definition:

3-1.1 A "Grievance" shall mean a complaint by any Employee covered under Article I, Recognition, that there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement governing Employees. A grievance to be considered under this procedure must be initiated by the Employee within twenty (20) calendar days of its occurrence, or within twenty (20) calendar days of when the Employee should have reasonably known of its occurrence.

3-1.2 The term "school days" when used in this article shall mean contracted teacher days on the District calendar, except after the end of the school year, when it shall mean Monday through Friday.

3-2 Procedure:

3-2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved Employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3-2.2 It is understood that Employees shall, during and notwithstanding the pending status of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.

3-2.3 Year-end Grievances: By mutual agreement of the parties, the time limits in the grievance procedure may be reduced to facilitate the resolution of a grievance prior to the end of the school year or as soon thereafter as is practicable.

3-3 Any Employee who has a grievance shall discuss it first informally with his/her Principal (or immediate supervisor, if applicable) in an attempt to resolve the matter informally at that level.

3-4 If, as a result of the discussion, the matter is not resolved by written or verbal response to the satisfaction of the Employee within two (2) school days, he/she shall set forth his/her grievance in writing to the Principal within three (3) school days specifying: (a) the nature of the grievance and date it occurred; (b) the provision in the Agreement that allegedly was violated; (c) the results of previous discussions; (to his/her dissatisfaction with decisions previously rendered). The Principal shall communicate his/her decision to the Employee in writing within three (3) school days of receipt of the written grievance.

- 3-5 The Employee, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Principal, as specified above, and the Employee's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the Employee to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days. The Superintendent shall communicate his/her decision in writing to the Employee and the Principal within seven (7) school days.
- 3-6 If the grievance is not resolved to the Employee's satisfaction he/she, no later than three (3) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board within three (3) school days. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the Employee and render a decision in writing within twenty (20) calendar days of receipt of the grievance by the Board or of the hearing with the Employee, whichever comes later.
- 3-7.1 If the decision of the Board does not resolve the grievance to the satisfaction of the Employee grievant, and he/she wishes review by a third party, he/she shall so notify the Association within ten (10) school days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall in writing so advise the Board through the Superintendent within fifteen (15) school days of receipt of the Board's decision. Either party may then initiate a request for arbitration under the procedure set forth herein.
- 3-7.2 No matter shall be considered a proper subject for arbitration or be subject to the arbitration provision set forth herein, if it pertains to (a) any matter for which a specific method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board pertaining to its internal organization or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-continuing contract Teacher which arises by reason of his/her not being re-employed or (f) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which continuing contract status is either not possible or not required.
- 3-7.3 Such request can be honored only if the Association waives the right, if any, in writing of said Association to submit the underlying dispute to any other administrative or judicial tribunal except for the purposes of enforcing the arbitrator's award.
- 3-8 Procedure for Securing the Services of an Arbitrator - The following procedure will be used to secure the services of an arbitrator:
- 3-8.1 A request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.

3-8.2 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

3-8.3 If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

3-8.4 The hearing before the arbitrator will be held within thirty (30) calendar days. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she may add nothing to nor subtract anything from the Agreement between the parties.

The findings of the arbitrator shall be final and binding. Only the Board and the grievant and his/her representative shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

3-9 Rights of Employees to Representation:

3-9.1 A grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by the Association, or by a representative selected or approved by the Association.

3-9.2 When a Teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent, or any higher level, be notified by the Superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

3-9.3 The Board and the Association shall assure all parties freedom from restraint, interference, coercion, discrimination or reprisal in presenting their appeal with respect to their personal grievances.

3-10 Costs:

3-10.1 Each party shall bear the total cost incurred by itself.

3-10.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs shall be shared equally.

3-11 If the parties disagree as to the meaning or interpretation of any of the provisions of this Agreement, either party may utilize the grievance procedure set forth in Article III in order to resolve said dispute.

- 3-12 If, in the judgment of the parties, a particular grievance shall affect a group (more than one) of Teachers, the Association may join in the processing of the grievance and become a party thereto.
- 3-13 Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance, but only that the parties view such action as an expeditious means of resolving said grievance.
- 3-14 All documents, communications and records dealing with the processing of a grievance may be filed, provided however, that such documents, communications, or records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.

## **ARTICLE IV**

### **PEACEFUL RESOLUTION OF DIFFERENCES**

- 4-1 The Association and the Board agree that any differences between the parties on matters relative to the Agreement shall be settled by the means herein provided. The Association, in consideration of this Agreement and its terms and conditions, shall not, during the term of this Agreement, engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any Employee(s) represented hereunder, nor shall the Board sponsor any lockouts.

## **ARTICLE V**

### **TEACHER EVALUATION**

- 5-1 Observation of the work performance of a Teacher will be conducted continuously. Formal observation sessions shall be conducted with the full knowledge of the Teacher. All informal observations of the Teacher's work performance, which are to be made part of his/her file, will be made known to the Teacher as soon as possible.
- 5-2 A Teacher shall be given a copy of any evaluation report prepared by his/her evaluators before any conference held to discuss it. If the Teacher is dissatisfied with his/her evaluation conferences, he or she may request additional conference time prior to the evaluation being placed in his/her file. No such report shall be submitted to the central office, placed in the Teacher's file or otherwise acted upon without a prior conference with the Teacher. The Teacher shall sign such report. Such signature shall indicate only that the report has been read by the Teacher, and in no way indicates agreement with the contents thereof. The Teacher shall be given an opportunity to respond to and/or rebut this evaluation which, along with the evaluation, shall become part of his/her file.
- 5-2.1 Copies of the established evaluation procedures shall be available to all Teachers.

- 5-3.1 Those complaints regarding a Teacher made to any member of the administration by any parent, student, or other person which may be used in any manner in evaluating a Teacher shall be promptly investigated. It shall be the responsibility of the administrator to inform the Teacher in question, and to obtain this Teacher's opinion of the situation, if it appears to be a complaint of such a magnitude that it may eventually be placed in the Teacher's file. The Teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of his/her file.
- 5-3.2 The Teacher shall acknowledge that he/she has 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 his/her answer may be reviewed by the Superintendent or his/her designee and shall be attached to the file copy.
- 5-3.3 All documents shall be filed, signature notwithstanding, and such action shall be so indicated by the supervisor. The Association shall be informed if any Employee described in the unit in Article I refuses to sign derogatory or evaluation material that is being placed in his/her file.
- 5-4 Changes in the uniform evaluation procedure will not be made without prior consultation with the Association. This consultation with a committee from the Association shall be on a meet and confer basis.
- 5-5 No Teacher shall be disciplined unless a just cause appears.
- 5-6.1 Each Teacher shall be entitled to knowledge of and access to all supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file with reference to evaluation of his/her performance in such School District. No document to which an individual has not been given access shall be utilized against the individual.
- 5-6.2 Upon twenty-four (24) hours' notice, each Teacher shall have the right to review and reproduce, by hand or copy machine, material in his/her personnel file .
- 5-6.3 The Teacher shall have the right to answer any material filed within a period of thirty (30) days, and the Superintendent will review his/her answer, and the answer shall be attached to the file copy.
- 5-6.4 In the event of a parent-Teacher meeting which proves abusive and threatening to a Teacher, the Teacher may terminate the meeting. The Principal or other appropriate supervisor shall be notified as soon as possible of any meeting which is terminated for the preceding reason.

## **ARTICLE VI**

### **TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS**

- 6-1 No later than April 15th of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of all the known unfilled positions, which he/she expects to fill prior to the opening of school. Revisions of the aforementioned list shall be made as of June 1 and during the summer. During the summer the list will be posted in the SAU 90 Office and on the district website. It also shall be forwarded to the Association President and Secretary at their summer addresses as filed with the Board.
- 6-1.1 A Teacher who desires a change in grade and/or subject assignment within the Hampton School District may file a written statement of such desire with the current building Principal no later than April 30th. Such statement, which shall be confidential until the Teacher becomes a serious candidate, shall include the name of the school and the grade and/or subject to which the Teacher desires to be assigned, in order of preference. This statement shall also include a request for a personal interview with the Superintendent, the Principal, or their designees of the school at which the aforementioned position is available. Said Principal shall then notify the Superintendent of the applicant's interest in the position and arrange an interview date, notifying the applicant once said date is arranged. The individual's qualifications and experiences shall be considered. The final decision pertaining to assignments rests with the Superintendent. Upon the decision of the Superintendent, the Superintendent shall notify in writing the parties involved no later than May 20th.
- 6-2 As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in each school and make available to the Association President a system-wide roster showing the names and tentative assignments of all personnel. In the event of change of assignment or transfer, the Teacher involved shall be notified at the earliest possible time; however, every effort shall be made to avoid assignment changes after August 1. In the event of a change of assignment or transfer and upon the request of the Teacher, a consultation with the Superintendent or his/her designee shall be held.
- 6-3 In order to assure that pupils are taught by Teachers working within their areas of competence, Teachers will not generally be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.
- 6-4 When it is determined by the Board to decrease the number of Teachers, the District will lay off the necessary number of Teachers based on criteria which includes their seniority in the District, ability, performance, qualifications (including but not limited to certification) and experience within the departments, grade range and program in which the reduction in force is being made. The criteria for the selection of the returning Teacher(s) will be the same as that applied in the layoff process. Any Teacher laid off from his/her position shall be assigned to fill any position for which he/she is certified and is "Highly Qualified" (as defined by federal and state statutes and regulations) within the Hampton School District which becomes open within

twelve (12) months of the layoff. The layoff period shall begin on the day following the last working day. Any Employee will be granted a three (3) month extension for recall upon receipt of a request for such an extension. A request for an extension must be made in writing in the eleventh (11th) month of layoff, and must be sent via certified mail to the Superintendent. When the Board determines that a position is to be filled, a laid-off Teacher shall be notified by registered or certified mail by the Superintendent. If a Teacher rejects the offer or fails to respond to the Superintendent within fifteen (15) calendar days after receipt of the notice, and the position offered is the same position as the one last held by said Teacher, said Teacher will be deemed to have refused the position offered and will be removed from his/her recall standing and will have given up all rights under the contract. If a Teacher rejects the offer or fails to respond to the Superintendent within fifteen (15) calendar days after receipt of the notice, and the position offered is other than the position last held by said Teacher, the Teacher may refuse, but in so doing will lose all contract rights to the position offered. Any layoff will be made in accordance with the following procedure: in the event of a change of assignment or transfer as a result of the layoff procedure, the Teacher involved shall be notified at the earliest possible time of such a change. In the event of such a change, upon request of the Teacher, a consultation with the Superintendent or his/her designee shall be held.

- 6-5 Notice of all open certificated positions in the Hampton School District shall be posted in the schools and sent to the Association President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within five (5) days after the date of the notice. No permanent appointment to a position posted shall be made until ten (10) days after the posting notice has been issued. In the event of an August resignation, the Superintendent shall notify the President of SEA, or the President's designee, of the opening.
- 6-6 Whenever possible, substitute Teachers shall be provided for Teachers who are absent from school.

## **ARTICLE VII**

### **TIME REQUIREMENTS**

- 7-1 As a professional, each Teacher is expected to devote to his/her work the time necessary to accomplish the task at hand. As a part of their professional responsibility, Teachers shall (a) attend department, curriculum, and other professional staff meetings designed to provide meaningful professional growth or to clarify school business in general; (b) assist pupils with their subject problems on an after school basis and (c) participate in school-related activities at the direction of the administration. Time, frequency, and notice of such activities shall be reasonable. Student activities, which require Teacher supervision after school hours, will be initially handled on a voluntary basis. In the event there are insufficient volunteers, the duties will be assigned by the school administration. Non-teaching duties may be assigned to personnel other than Teachers. Scheduled Hampton School District-wide and building-wide staff meetings will normally have four (4) days' advance notice and an agenda. It is recognized that

the demands upon Teachers for professional growth individually, and for program development collaboratively, have significantly increased. Such demands will continue as professional staff explore, develop and implement new programs and practices to serve the diverse needs of students in a changing society. Those scheduling required meetings need to be sensitive to the growing demands upon Teacher time lest their self-renewal, classroom follow-up and preparation time be impacted to the degree that Teacher effectiveness in the classroom is diminished. The Superintendent will meet upon request from the representatives of the Association each month to discuss the administration of 7-1.

- 7-2 The Association agrees that a Teacher's day is not necessarily coterminous with that of a pupil; further, that the Board has a right to establish the time of the pupils' and Teachers' day. Changes in the length of day shall not be made without meeting and consulting with the Association.
- 7-3 In general, the Teachers shall be free to act with professional discretion relative to their time of arrival at school in the morning or leaving of school in the afternoon. However, it is expected that Teachers will arrive at school approximately fifteen (15) minutes prior to the normal opening of school and will remain in school approximately fifteen (15) minutes after the normal closing of school for pupils. Teachers, however, may leave school immediately after the normal closing of school for pupils on Fridays and the day before a holiday or vacation period.
- 7-4 The Board agrees that each Teacher shall have a duty-free lunch period daily of a reasonable duration; such lunch period shall in no event be less than that afforded to the students.
- 7-5 All Teachers in Hampton Academy shall be provided with an uninterrupted preparation period of the same duration as a class period for students each school day when students are in attendance. All elementary classroom Teachers shall be provided with one uninterrupted preparation period of no less than thirty-five (35) minutes' duration, when students are in attendance.

## **ARTICLE VIII**

### **TEACHER WORK YEAR**

- 8-1 The Teacher Work Year shall be not more than 188 days except for Teachers new to the district who may be required to attend orientation or in-service sessions for a period not to exceed an additional three (3) days. The participants and administration will evaluate the effectiveness and worth of the orientation days in a manner established by the Superintendent.
- 8-2 School Calendar:
  - 8-2.1 The proposed school calendar for each year shall be set forth in Appendix F that is attached hereto and made a part hereof.

- 8-2.2 Each school year the number of pupil days shall not exceed the number set forth in the school calendar.
- 8-2.3 Every reasonable effort shall be made to avoid any changes in the school calendar after September 1, but in the event that a change is being considered, the Superintendent shall notify, meet and consult with the Association relative to the proposed change in the calendar.
- 8-2.4 In the development of the school calendar, prior to the determination by the Hampton School Board, the Superintendent shall meet and consult with the representatives of the Association.

## **ARTICLE IX**

### **SICK LEAVE**

- 9-1.1 Each Teacher shall be granted leave for personal illness or illness in the immediate family (as defined in 10-4.) The maximum number of days to be granted per year is as follows: 12 DAYS
- 9-1.2 Teachers not completing their contract shall have their sick leave entitlement prorated at 1.2 days per month (or any part thereof) of service. If they have exceeded the amount of sick leave to which they were entitled, they agree to reimburse the Board to the extent they have exceeded said leave. Reimbursement shall be prorated on the basis of 1/188.
- 9-1.3 Sick leave shall be accumulative from year to year up to the following number of days.  
Maximum accumulated days to be carried forward:  

120 Days for employees hired before July 1, 2012  
90 Days for employees hired on or after July 1, 2012
- 9-1.4 If teachers' payroll stubs do not include accounts of their accumulated sick/personal leave, teachers shall be given annually a written account of their accumulated sick/personal leave with the first paycheck of the school year.
- 9-2 Utilization of the sick leave entitlement for the purpose of illness in the immediate family shall be limited to the yearly allowance stated in Article 9-1.1 and shall not include utilization of accumulated sick days. Exception to the foregoing provision may be made in extenuating circumstances upon the recommendation of the Superintendent and approval of the Board.
- 9-3 A sick leave bank is established in the Hampton School District. Each Teacher in the District may donate up to three (3) days of accumulated sick leave each year in June (new Teachers in September). The District's bank shall be allowed to accumulate up to a maximum of ninety (90) days. In the event that the sick leave bank falls below twenty-five (25) days in any contract year, bargaining unit members may contribute up to an additional sixty-five (65) days one time that year. Any Teacher within the District

may withdraw up to a maximum total of thirty (30) days a year from the sick bank on the following basis: (1) his/her accumulated leave has been used up and (2) he/she has been involved in a major operation or a serious and prolonged illness. Applications for use of the sick leave bank shall be made to an Association-designated committee of Teachers in the District for disposition and then submitted to the building Principal. The SAU 90 office will administer approved applications for sick leave. For teachers who take maternity leave, sick bank leave will be available in accordance with this section only for those periods of time that the teacher is disabled.

- 9-4 If an employee uses sick days on five or more consecutive work days, the Superintendent or his/her designee may require the employee to provide a physician's note justifying use of sick leave.

## **ARTICLE X**

### **TEMPORARY LEAVES OF ABSENCE**

- 10-1 Teachers shall be entitled to non-cumulative leaves of absence with full pay each school year. Personal leave days of up to three (3) full days or six (6) half days per Teacher in any contract year shall be allowed for legal, personal, and business affairs provided that the leave will be taken for purposes which could not be reasonably accomplished on other than a school day. Approval of the Superintendent and the recommendation of the Principal shall be required and shall not be unreasonably withheld. Said leave shall not be used to extend holidays or vacations except by special action of the Superintendent. Personal leave may not be taken for recreation. Personal leave may be used for religious holidays.
- 10-2 Leaves taken pursuant to this section shall be in addition to any sick leave to which a Teacher is entitled.
- 10-3 Request for such leave shall be in writing adequately in advance of the day requested except in emergencies. Said request shall state that it is taken under the appropriate contract reference.
- 10-4 Bereavement Leave:
- 10-4.1 Three (3) days shall be given in the event of death in the immediate family. "Immediate family" shall mean husband, wife, domestic partner living in the home of the Employee, son, daughter, mother, father, sibling, mother-in-law, father-in-law, grandmother, grandfather or any other relative living in the home of the Employee or for whom the Employee provides support. Upon prior notice to the Principal, an additional two (2) days of funeral leave shall be granted due to circumstances at the time of death in the immediate family.
- 10-4.2 Teachers shall be entitled to three (3) days each school year for bereavement leave for the death of a person who is not in the teacher's immediate family. Additional days may be granted by the administration due to the specific circumstances involving the teacher.

- 10-5 If a Teacher is requested by the Superintendent to attend a function on behalf of the Board, such time shall not be charged to the Teacher's personal time.
- 10-6 The Superintendent may make recommendations for the extension of any of the above leaves and, upon approval of the Board, grant such extension.
- 10-7 Collectively up to a total of seven (7) days per year will be granted to representatives of the Association to attend conferences and conventions of the N.E.A.-N.H. These temporary leaves of absence days will be granted only for those meetings, which are held for educational purposes, such as methods of teaching students, or issues relating to the field of education.
- 10-8 Leaves for school visitations and attendance at professional meetings, conferences, and conventions may be granted upon approval of the Superintendent upon recommendation of the Principal and shall be in addition to the above personal leave.
- 10-9 Temporary active duty days of up to two (2) weeks for Teachers called into temporary active duty by any unit of the United States Reserves or the State National Guard shall be given, provided such obligations cannot be fulfilled on days when school is not in session. If military pay is less than the Teacher's regular pay, he/she will be paid the difference up to 100% of his/her regular pay.
- 10-10 The grievant and up to one (1) Association representative shall be excused without loss of pay to participate in grievances, arbitration, and hearings so long as those meetings and hearings have been mutually scheduled by the parties during the school hours. Teachers directly involved in negotiations shall be excused without loss of pay to participate in any negotiations mutually scheduled during regular school hours.

## **ARTICLE XI**

### **EXTENDED LEAVES OF ABSENCE**

- 11-1 A leave of absence without pay or any other benefits, of up to two (2) years may be granted to any Continuing Contract Teacher who joins the Peace Corps, VISTA, or National Teacher Corps. Upon return from such leave a Teacher shall be placed on the salary schedule at the level which he/she left.
- 11-2 Military leave without pay shall be granted to any Teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- 11-3 Maternity leave will be handled in the following manner:
- 11-3.1 Maternity leave of up to one (1) calendar year is an earned benefit available after the first twelve (12) months of continuous service in the District. Said maternity leave will be granted without pay or other benefits, except for health insurance benefits which will be continued with the District paying the percentage stated in Appendix C to complete

the initial year of leave, and the subsequent summer if the Employee has signed a contract for the following year, but not to exceed a maximum of six months; thereafter, health insurance benefits may be continued at the Employee's expense. A Teacher may return from maternity leave only at the start of an academic quarter within the one calendar year maximum of leave, unless the Superintendent approves the Teacher's request to return on a different date. Notification of said leave should indicate the date on which the Employee expects to begin her leave and the date on which she expects to return to her position. Except in cases of emergency, the Teacher shall notify the Superintendent of her request for a maternity leave of absence at least sixty (60) days prior to the date on which the leave is to begin. A Teacher who is pregnant may continue in active employment until as late into her pregnancy as she desires provided in the judgment of the Principal she is able to perform all her normal and regular duties and, if requested, with the written approval of her attending physician. The Principal's judgment in the preceding sentence would be subject to grievance by the Teacher if she does not concur.

Prior to going on maternity leave of absence, a Teacher while actively employed shall be entitled to receive available sick leave. Once the Employee actually goes on maternity leave of absence, she is not entitled to any pay or sick leave or other benefits except she may continue health insurance, as described above, and life insurance at her own expense. Life insurance as a benefit may be continued during maternity leave at the employee's expense if the group life policy provides for this benefit.

- 11-3.2 If the pregnancy is terminated before full term and birth of the child, the Teacher may apply for termination of leave to return to work in accordance with Article XI, 11-12. Termination of the leave and return to work will be granted upon the recommendation of the Superintendent, and if requested, with the written approval of her physician.
- 11-4 Paternity leave of up to one (1) calendar year is an earned benefit available after the first twelve (12) months of continuous service in the District. Said paternity leave will be granted without pay or benefits, except for health insurance benefits which will be continued with the District paying the percentage stated in Appendix C to complete the initial year of leave, and the subsequent summer if the Employee has signed a contract for the following year, but not to exceed a maximum of six months; thereafter, health insurance benefits may be continued at the Employee's expense. A Teacher may return from paternity leave only at the start of an academic quarter within the one calendar year maximum of leave, unless the Superintendent approves the Teacher's request to return on a different date. Notification of said leave should indicate the date on which the Employee expects to begin his leave and the date on which he expects to return to his position. Except in cases of emergency, the Teacher shall notify the Superintendent of his request for a paternity leave of absence at least sixty (60) days prior to the date on which the leave is to begin.
- 11-5 Any Teacher adopting an infant shall be granted a leave of absence up to a period of one (1) calendar year without pay. A Teacher may return from adoption leave only at the start of an academic quarter within the one calendar year maximum of leave, unless the Superintendent approves the Teacher's request to return on a different date. Said adoption leave is an earned benefit available after the first twelve (12) months of

continuous service in the District, and shall commence upon receiving *de facto* custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

- 11-6 A leave of absence, without pay or any other benefits, of up to one (1) year may be granted to any Continuing Contract Teacher for the purposes of caring for a sick member of the Teacher's immediate family. Additional leave may be granted upon recommendation of the Superintendent and approval of the Board. Said leave, if granted, shall be in writing.
- 11-7 Other requests for leaves of absence for special reasons may be granted by the Board upon the recommendation of the Superintendent.
- 11-8 Employees on approved leaves of absence covered under Sections 11-1 through 11-7 may continue hospital, medical insurance and life insurance at their own expense provided the insurance carriers are willing to accept such coverage and further provided that there are no additional costs to the District as a result of such coverages.
- 11-9 All benefits to which a Teacher was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return. Whenever possible, taking into account the best interests of the District, a Teacher returning from leave will be reassigned to the position (grade level, subject area) he/she held when the leave began. Otherwise he/she shall be assigned within the scope of his/her certification.
- 11-10 Employees on approved leaves of absence covered under Sections 11-2 through 11-6 shall not receive incremental experience credit for less than 91 days per school year.
- 11-11 All extensions, renewals or modifications of leaves shall be applied for in writing, and, if granted, be in writing. The Board upon the recommendation of the Superintendent shall act upon such extensions or renewals.
- 11-12 Upon thirty (30) days of written notice to the Superintendent, any Employee will receive early termination of any leave providing a vacancy exists.

## **ARTICLE XII**

### **SABBATICAL LEAVE**

- 12-1 Sabbatical leave: A Teacher may be granted sabbatical leave under the following conditions:
  - 12-1.1 Must have completed seven years' service in the District; the last four (4) years must have been consecutive.
  - 12-1.2 Requests for sabbatical leave must be received by the Superintendent in writing on such forms as designated by the Board no later than November 1st, and action must be taken on all such requests no later than December 15th of the school year preceding the school year for which the sabbatical leave is requested.

- 12-1.3 The Teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the District.
- 12-1.4 The degree requirements must be completed during the period of sabbatical leave if the program is for work toward either a Master's Degree or a Certificate of Advanced Graduate Specialization. The above policy shall be waived for those persons engaged in a program leading to a Doctorate Degree.
- 12-1.5 Requests for sabbatical leave on a basis other than the criteria established herein shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the District. Upon the recommendation of the Superintendent and the approval of the Board, such leave shall be granted.
- 12-1.6 Upon return from sabbatical leave, a Teacher shall be placed on the salary schedule at the level which he/she left.
- 12-1.7 A report or summary of the sabbatical leave shall be submitted to the Superintendent and the Board upon the completion of the leave. During the leave period, the Teacher shall furnish periodic progress reports of the sabbatical leave, as requested by the Board and the administration.

### **ARTICLE XIII**

#### **DUES DEDUCTION**

- 13-1 The Board agrees to deduct from the salaries of its Employees dues for the Seacoast Education Association, the National Education Association of New Hampshire, and the National Education Association, as said Teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Seacoast Education Association. Teachers requesting dues deduction shall do so in the form set forth in Appendix E of this Agreement.

### **ARTICLE XIV**

#### **COURSE REIMBURSEMENT**

- 14-1 The District shall reimburse a Teacher's tuition for approved graduate courses up to \$2,000 per year for courses completed. The Superintendent or his or her designee must approve the courses in advance of enrollment. Teachers earning credit during the spring and summer shall be reimbursed in September only if they continue in the employ of the District and provided that evidence of a grade of "B" or better has reached the Superintendent by September 15. After September 15, payment will be made within thirty (30) days of receipt of such evidence. Teachers earning credit during the fall shall be reimbursed within forty-five (45) days of submission of evidence of receiving a grade of "B" or better to the Superintendent.

## **ARTICLE XV**

### **HEALTH INSURANCE**

- 15-1 The District shall provide the Employee the choice of health insurance plans in Appendix C.
- 15-1.1 The School Board and the Association will form a joint study committee for the purpose of reviewing the health insurance benefit and recommending any changes in it to the School Board and Association. The six-person committee will include three teachers appointed by the Association and three Board members and/or administrators appointed by the School Board. The committee will begin meeting by June 30, 2016 and will report its recommendations in writing no later than September 15, each year; the committee also may meet and make recommendations more frequently if the Board and the Association mutually agree to do so. The committee's recommendations shall not be binding on the Association or the School Board; however, if the Board and Association mutually agree to amend the collective bargaining agreement in accordance with the committee's recommendations, a memorandum of agreement containing the amendments will be appended to the collective bargaining agreement.
- 15-2 The Employee must select the health insurance plan to be provided so that it can be effective on July 1<sup>st</sup> of a given year.
- 15-3 Any Employee who does not take health insurance and provides proof that he/she has obtained other health insurance coverage will receive \$1,200 for a single membership, \$1,500 for a two-person membership and \$1,750 for a family membership, minus any penalties imposed on the District because the Employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act).

## **ARTICLE XVI**

### **DENTAL INSURANCE**

- 16-1 The District shall provide 75% of the cost of the premium for single membership, 50% for two person, and 50% for family membership in the dental insurance as per attached Appendix C.

## **ARTICLE XVII**

### **LIFE INSURANCE**

- 17-1 Life Insurance coverage will be \$50,000 of level term non-diminishing. Life insurance benefits are to remain the same until retirement or per the policy in effect.

## **ARTICLE XVIII**

### **RETIREMENT STIPEND**

- 18-1 A Teacher shall be eligible to receive a retirement stipend under the following conditions:
- 18-1.1 Must have completed fifteen (15) years' service in the Hampton School District prior to retirement;
- 18-1.2 Must have attained the age of 50 prior to retirement.
- 18-2 The Superintendent must receive, no later than November 1<sup>st</sup>, written notice of retirement at the end of the school year and request for retirement stipend. Notice must be in writing and the Board must take action no later than January 15<sup>th</sup> of that school year. Retirement stipend will be paid on or before July 31 of that calendar year.
- 18-3 A teacher eligible to receive a retirement stipend shall receive payment equal to:  
\$500 x number of years of service in the local School District plus  
\$40 x number of unused accrued sick days at retirement (up to the maximum accrual under Section 9-1.3 of 120 days if hired before July 1, 2012, or 90 days if hired on or after July 1, 2012)
- 18-4 At retirement a Teacher will be allowed to continue health and life insurance coverage at his or her own expense, subject to carrier regulations.
- 18-5 Notwithstanding any other provision in this Agreement, the amount payable to an Employee under Article XVIII shall be divided into two separate lump sum payments. The first lump sum payment shall be due and payable on or before the July 31 following the date of retirement, and shall equal the maximum portion of the retirement stipend that will not result in the School District being assessed by the New Hampshire Retirement System for "spiking" (currently codified at RSA 100-A:16 III-a). The second lump sum payment shall be due and payable 121-150 days after the Employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the retirement stipend that was not paid in the first lump sum.

## **ARTICLE XIX**

### **WORKERS' COMPENSATION AND LONG TERM DISABILITY**

- 19-1 Whenever a Teacher is absent from school as a result of personal injury caused by an accident or an assault in the course of his/her employment, and his/her claim is deemed payable under Workers' Compensation, he/she shall be paid the full salary, less the amount of any Workers' Compensation award made for temporary disability due to such injury for a period not to exceed the school year in which the injury occurs. No part of such absence shall be charged to his /her annual or accumulative leave. The Board shall review cases extending beyond this period.
- 19-2 The District shall furnish to each eligible Teacher Long Term Disability Insurance, in an amount equal to 60% of said teacher's salary as computed on the Teacher salary

schedule (Appendix A). All eligible Teachers will be enrolled. The District will pay 100% of the premium cost for eligible Teachers.

## **ARTICLE XX**

### **SECTION 125 FLEXIBLE BENEFIT PLAN**

- 20-1 Premium Conversion - Payments made by Teachers for their share of insurance premiums shall be taken from gross wages before tax rather than net wages after tax.
- 20-2 Health or Dependent Care Reimbursement Plan(s) - If a Teacher elects to participate, pay reductions will be taken in equal installments until the designated maximum amount for the year has been reached.

## **ARTICLE XXI**

### **TEACHER CONTRACT AND RESIGNATIONS**

- 21-1 Employees who are teachers as defined by RSA 189:14-a shall honor the conditions set forth in Annual Teacher Contract, a copy of which is attached in Appendix D. Employees who are not teachers as defined by RSA 189:14-a shall honor the conditions set forth in the Annual Professional Employee Contract, a copy of which is attached in Appendix D.

## **ARTICLE XXII**

### **SALARIES**

- 22-1 It is agreed that the teachers' salary schedules for the 2021-2022 school year is set forth in Appendix A attached hereto and made a part hereof. As shown in Appendix A, any teacher who holds a CAGS (Certificate of Advanced Graduate Study), shall receive a stipend of \$1,900 each year; any teacher holding a doctorate shall receive a stipend of \$2,100 each year. The certificate of advanced graduate study (CAGS) is an advanced degree program at an accredited institution of higher education comprised of 32 credits or more, in addition to the credit requirement, the program must include one of the following: a capstone project, a comprehensive exam, thesis or internship.

Any earned CAGS prior to July 1, 2014 shall be grandfathered under the prior agreement (2012-14).

Additional stipends for coaches and advisors in Appendix B shall be paid in a lump sum in the first paycheck following the completion of duties or in the last paycheck of the school year, whichever is sooner.

- 22-1.1 The last paycheck of the school year will be issued not later than the final teacher day.
- 22-1.2 The professional Employees covered by this Agreement will be paid according to one of the following options:

(1) Payment during the school year from September to June in twenty-two (22) equal bi-weekly paychecks.

(2) Payment will be divided into twenty-six (26) equal payments with twenty-one (21) or twenty-two (22) bi-weekly paychecks from September to June. The final five (5) or four (4) payments will be included in the last paycheck for June.

Once the option of one (1) or two (2) as stated above has been selected, that option will remain in effect for the school year.

22-2 During the first school year of employment by the District as a Teacher, the Teacher shall be placed on the step of the salary schedule that corresponds to the Teacher's previously completed years of credited experience. After the first year of employment by the District as a Teacher, the Teacher shall be advanced through the steps of the salary schedule at the rate of at least one step or more per year as follows, unless withheld for cause upon recommendation of the Superintendent and approval of the Board: in 2021-22, Teachers shall be advanced on the salary schedule in accordance with Appendix F. Public notice shall be made in instances of Teachers being advanced more than one step on the salary schedule in a single year.

22-3 Nurses employed by the District shall be paid in accordance with the following:

Registered Nurse - 90% of appropriate BS step and track.

Bachelor Degree - 100% of appropriate BS step and track.

All benefits under the Agreement will apply.

22-4 Eligible Teachers will receive longevity payments as follows each year:

	<u>Each Year</u>
15 years	\$1,400
20 years	\$1,750

This is based on continuous service in the Hampton School District and is due as a single payment at the end of the school year.

22-5 Staff development hours over and above college hours shall be converted to college hours at the rate of 15 staff development hours to one (1) college credit hour for the purpose of additional hours of compensation as indicated in the salary schedule. Conversion credit will only be provided for staff development hours completed without school district compensation.

No more than 7 converted credits can be applied to any individual track (e.g.: M+15). Staff Development policies shall be administered fairly and openly.

- 22-6 Less than full-time Teachers will advance on the salary schedule at a rate proportionate to time employed. Less than full-time Teachers may buy into existing benefits if allowed by the carriers.

## **ARTICLE XXIII**

### **RIGHTS OF THE PARTIES**

- 23-1 There shall be no reprisals taken against any Teacher by reason of his/ her membership in the Association or participation in its lawful activities, nor shall reprisals be taken against a Teacher as a result of his/her processing of a grievance.
- 23-2 The Board and SAU 90 shall, upon request, make available to the Association Board information which is in the public domain. The Board also, from time to time, may make available additional pertinent Board information not in the public domain. Copies of all Board policies relative to the salaries, fringe benefits, conditions of employment, work rules, and student conduct will be available in each building to all Employees and posted on the School District website.
- 23-3 The Board agrees to make available by email to the President of the Seacoast Education Association one (1) copy of the agenda and minutes of Board meetings and one (1) copy to each building representative.
- 23-4 The Executive Committee of the Association 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 steps to ensure 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.
- 23-5 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 District. In a *bona fide* emergency affecting the health, safety or welfare of the students of the school, the Board may take whatever actions it deems necessary to carry out the mission of the District in said emergency.
- 23-6 The parties understand that the Board may not lawfully delegate the power or authority which by law is vested in it, nor may the Superintendent lawfully delegate the power or authority which by law is vested in him/her. This Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

## **ARTICLE XXIV**

### **MISCELLANEOUS PROVISIONS**

- 24-1 If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 24-2 This Agreement shall be construed as a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as though they were Board policy.
- 24-3 The Board agrees not to negotiate with any teachers' group or association other than the designated unit in regard to any matter subject to negotiation under Article II, Paragraph 2-1 of this Agreement, as long as the Association shall represent a majority of the professional Employees of the Hampton School District: provided, however, that this shall not prevent the Board from communicating or consulting with any individual Teacher or group of Teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any Teacher from appearing before the Board in his/her own behalf on matters relating to employment by the Board.
- 24-4 This Agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties.
- 24-5 The Board agrees to provide electronic copies of this Agreement to all Teachers employed.
- 24-6 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by priority, registered or certified mail, at the following addresses: If by Association, to the Hampton School District – SAU 90, 6 Marston Way, Hampton, NH 03842. If by Hampton School District – SAU 90, to the President of the Association at his/her appropriate address as filed with the Board.
- 24-7 Consistent with the Hampton School District's anti-bullying expectations of "Olweus" and "Responsive Classroom" and "Positive Behavioral Intervention Strategies" (PBIS) for the students, the Association shall endorse the Olweus and Responsive Classroom and PBIS programs.

**ARTICLE XXV**

**DURATION OF AGREEMENT**

This Agreement shall take effect on July 1, 2021 and shall continue in effect until June 30, 2022.

**SEACOAST EDUCATION ASSOCIATION**

**HAMPTON SCHOOL BOARD**

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Chairperson, Negotiating Committee

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Chairperson, School Board

## APPENDIX A

### Salary Scale 2021-22

Step	B	B+15	B+30	M	M+15	M+30
1	41,784	43,244	44,758	46,548	48,179	49,864
2	43,350	44,866	46,438	48,294	49,984	51,735
3	44,976	46,549	48,179	50,106	51,859	53,674
4	46,662	48,295	49,984	51,985	53,805	55,687
5	48,411	50,106	51,859	53,933	55,822	57,775
6	50,227	51,985	53,805	55,957	57,916	59,942
7	52,110	53,934	55,823	58,056	60,087	62,189
8	54,065	55,957	57,916	60,232	62,341	64,522
9	56,093	58,056	60,087	62,490	64,678	66,941
10	58,196	60,232	62,790	64,834	67,104	69,452
11	60,804	62,932	65,605	67,266	69,619	72,056
12	61,561	63,716	66,422	69,787	72,231	74,758
13	62,327	64,507	67,248	72,916	75,470	78,110
14	63,103	65,309	68,084	73,823	76,407	79,081
15	64,301	66,551	69,378	74,742	77,358	80,065
16	65,396	67,684	70,559	75,670	78,321	81,062
17				77,109	79,810	82,603
18				78,420	81,167	84,007

Stipend for CAGS: \$1,900

Stipend for Doctorate: \$2,100

**APPENDIX B**  
**EXTRA-CURRICULAR STIPENDS**

<b><u>HAMPTON ACADEMY</u></b>	<b><u>Each Year</u></b>	
CHORAL DIRECTOR	1,689	
DRAMA ADVISOR	1,689	
BOYS SOCCER COACH	1,689	
GIRLS SOCCER COACH	1,689	
FIELD HOCKEY COACH	1,689	
GIRLS BASKETBALL COACH	1,689	
BOYS BASKETBALL COACH	1,689	
GIRLS SOFTBALL COACH	1,689	
BOYS BASEBALL COACH	1,689	
GIRLS/BOYS TRACK COACH	1,689	
ASSISTANT TRACK COACH	1,082	
STUDENT COUNCIL ADVISOR	1,689	
ATHLETIC DIRECTOR	3,600	
CROSS COUNTRY COACH	1,689	
BAND DIRECTOR	1,689	
VOLLEYBALL COACH	1,689	
YEARBOOK ADVISOR	1,689	
SCHOOL NEWSPAPER ADVISOR	1,689	
ASSISTANT COACHES (3)	3,246	
WRESTLING COACH	1,689	
ASSISTANT WRESTLING	1,082	
6th GRADE ENVIRO SCHOOL ADVISOR	1,082	
8th GRADE ADVISORS (2)	1,082	
NAT'L JR HONOR SOCIETY ADVISOR	1,082	
MATH COUNTS ADVISOR	315	
GEOGRAPHY BEE ADVISOR	315	
SPELLING BEE ADVISOR	315	
<b><u>MARSTON</u></b>	<b><u>Each Year</u></b>	
CHORAL DIRECTOR	1,689	
<b><u>CENTRE</u></b>	<b><u>Each Year</u></b>	
CHORAL DIRECTOR	1,689	

## APPENDIX C

### Health Insurance and Dental Insurance

#### HEALTH INSURANCE

Effective July 1, 2021

- A. Eligible employees have the choice of the following health insurance plans offered by the District:
- BC3T5RDR with prescription coverage R10/25/40M10/40/70,
  - AB15IPDED with prescription coverage R10/25/40M10/40/70, or
  - ABSOS20/401KDED with prescription coverage R10/25/40M10/40/70.
- B. For employees who select BC3T5RDR-R10/25/40M10/40/70, the District shall pay 73% of the premium, minus (starting January 1, 2018) the adjustment for high cost plan in paragraph E. The employee shall pay 27% of the premium, plus (starting January 1, 2018) the adjustment for high cost plan in paragraph E.
- C. For employees who select AB15IPDED-R10/25/40M10/40/70, the District shall pay 87% of the premium, minus (starting January 1, 2018) the adjustment for high cost plan in paragraph E. The employee shall pay 13% of the premium, plus (starting January 1, 2018) the adjustment for high cost plan in paragraph E.
- D. For employees who select ABSOS20/401KDED- R10/25/40M10/40/70, the District shall pay 95% of the premium, and the employee shall pay 5% of the premium.
- E. The adjustment for high cost plan shall equal the excise tax that will accrue each month under 26 U.S.C. 4980I. For tax year 2018, the excise tax and adjustment are expected to equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2291.66 per month (\$27,500 per year) for two-person or family coverage, and the plan's cost for purposes of this adjustment is expected to equal the aggregate premium plus District and employee contributions to an FSA.<sup>1</sup> For subsequent tax years, the excise tax and adjustment may change with the cost-of-living, per 26 U.S.C. 4980I(b)(3)(C)(v)."

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<sup>1</sup> Example: Assume the teacher selects the BC3T5RDR plan with family coverage, the annual premium for that plan and coverage is \$29,000, and the teacher contributes \$1000 to an FSA. The annual plan's cost under paragraph E is \$30,000 (\$29,000 + \$1000). The annual adjustment under paragraph E will be \$1000 (40% x [\$30,000 - \$27,500]). Under paragraph B, the District will pay \$20,170 ([73% x \$29,000] - \$1000), and the teacher will pay \$8830 ([27% x \$29,000] + \$1000).

## **DENTAL INSURANCE**

**Effective July 1, 2021**

**Eligible Employees are eligible for the following dental plan and the employer will pay the stated percentage of the premium:**

<b>PLAN - NE DELTA OPTION 10</b>	<b>2021-22 EMPLOYER PAYS</b>
ONE PERSON PLAN	75%
TWO PERSON PLAN	50%
FAMILY PLAN	50%

**OPTION 10 includes:** Contract Year Maximum - \$1,500 per person (coverage A, B, & C combined)

**Coverage A – Diagnostic/Preventive**

No deductible

Services covered at 100%

**Coverage B – Basic Restorative**

Deductible - \$25 per person, per year (\$75 per Family)

Services covered at 80%

**Coverage C – Major Restorative**

Deductible - coordinated with Basic Restorative

Services covered at 50%

**Coverage D – Orthodontics**

No deductible

Services covered at 50%

Lifetime maximum \$1,500

## APPENDIX D

### HAMPTON SCHOOL DISTRICT Teacher Contract ANNUAL

Agreement made \_\_\_\_\_ between the Hampton School District, hereinafter called the District, and \_\_\_\_\_, hereinafter called the Teacher.

In consideration of the covenants contained herein, the parties hereto mutually agree:

1. That the District will employ the Teacher for the ensuing year from \_\_\_\_\_ to \_\_\_\_\_ at an annual salary of \$ \_\_\_\_\_ to be paid in such installments as the District may determine in its rules and regulations.
2. That the Teacher agrees to work for the District for said period and agrees to conform to and carry out all of the laws, rules and regulations pertaining to the conduct of the schools and teachers, and such other laws, rules and regulations as may be enacted during the term of this contract.
3. That this contract is intended to cover 188 school days and any and all adjustments which may be made because of absence for whatever reason will be computed at a daily rate of pay based on 188 school days.
4. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to occupy.
5. That the District may, without liability, terminate this contract in accordance with the New Hampshire Revised Statutes Annotated, Chapter 189: 13,31,32, with any amendments thereto, and all other statutory provisions pertaining to the relations between the District and the Teachers, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license or permit is revoked by the Commissioner of Education.
6. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
7. That this contract must be signed by the Teacher and returned to the school office not later than \_\_\_\_\_ of the year in which the contract is to commence, otherwise the contract will be deemed to be null and void. The Superintendent may grant a two week extension of this date if the request is received in writing prior to April 30th.
8. That all rules and regulations as adopted by the School Board pertaining to Teachers are hereby incorporated by reference and made a part hereof, and the Teacher accepts the responsibility of being conversant with said rules and regulations.
9. That the Teacher will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.
10. That, except as provided herein, this contract may not be terminated at any time prior to its expiration without the consent of both parties. In addition, a Teacher agrees not to terminate said contract after July 15th, immediately preceding the beginning of the school year.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands on the day and year first above written.

By \_\_\_\_\_ By \_\_\_\_\_  
School Board Chair Teacher

**HAMPTON SCHOOL DISTRICT**  
**Professional Employee Contract**  
**ANNUAL**

Agreement made \_\_\_\_\_ between the Hampton School District, hereinafter called the District, and \_\_\_\_\_, hereinafter called the Professional Employee.

In consideration of the covenants contained herein, the parties hereto mutually agree:

1. That the District will employ the Professional Employee for the ensuing year from \_\_\_\_\_ to \_\_\_\_\_ at an annual salary of \$ \_\_\_\_\_ to be paid in such installments as the District may determine in its rules and regulations.
2. That the Professional Employee agrees to work for the District for said period and agrees to conform to and carry out all of the laws, rules and regulations pertaining to the conduct of the schools and professional employees, and such other laws, rules and regulations as may be enacted during the term of this contract.
3. That this contract is intended to cover 188 school days and any and all adjustments which may be made because of absence for whatever reason will be computed at a daily rate of pay based on 188 school days.
4. That the Professional Employee may be assigned only to such position as the Professional Employee is qualified and certified by the State Board of Education to occupy.
5. That the District may, without liability, terminate this contract in accordance with due process and the New Hampshire Revised Statutes Annotated, Chapter 189: 31,32, with any amendments thereto, and all other statutory provisions pertaining to the relations between the District and the Professional Employees, and this contract shall become void, subject to appeal, if the Professional Employee is removed by the Superintendent or if the Professional Employee's certificate, license or permit is revoked by the Commissioner of Education.
6. That the contract is void unless the Professional Employee holds a valid credential for the position for which he/she has been employed and in which he/she is working.
7. That this contract must be signed by the Professional Employee and returned to the school office not later than \_\_\_\_\_ of the year in which the contract is to commence, otherwise the contract will be deemed to be null and void. The Superintendent may grant a two week extension of this date if the request is received in writing prior to April 30th.
8. That all rules and regulations as adopted by the School Board pertaining to Professional Employees are hereby incorporated by reference and made a part hereof, and the Professional Employee accepts the responsibility of being conversant with said rules and regulations.
9. That the Professional Employee will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.
10. That, except as provided herein, this contract may not be terminated at any time prior to its expiration without the consent of both parties. In addition, a Professional Employee agrees not to terminate said contract after July 15th, immediately preceding the beginning of the school year.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands on the day and year first above written.

By \_\_\_\_\_ By \_\_\_\_\_  
School Board Chair Professional Employee

**APPENDIX E**  
**AUTHORIZATION**  
**TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Officer \_\_\_\_\_ School Board

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years.

I understand that the disbursing officer will discontinue each deduction only if I file such notice of withdrawal prior to June 1st preceding the September 1st of the year in which such deductions are to cease.

I also agree that, upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Board and all of its officers from any liability therefrom.

I designate the Seacoast Educational Association to receive all dues and distribute them to the organization(s) indicated.

\_\_\_\_\_  
Signature

**APPENDIX F**  
**SALARY SCHEDULE PLACEMENTS**

Except as otherwise provided in Section 22-2, Teachers will advance on the salary schedules as follows:

<u>If the Teacher was at this step or step-off of the B-tracks in 2020-21:</u>	<u>Then the Teacher will be at this step of the B-tracks in 2021-22:</u>
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10
10	11
Off-Step Top	12
Off-Step Top+1	13
Off-Step Top+2	14
Off-Step Top+3	15
Off-Step Top+4	16
Off-Step Top+5	16
<u>If the Teacher was at this step or step-off of the M-, CAGS-, or PhD tracks in 2020-21:</u>	<u>Then the Teacher will be at this step of the M-, CAGS-, or PhD tracks in 2021-22:</u>
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12	13
Off-Step Top	14
Off-Step Top+1	15
Off-Step Top+2	16
Off-Step Top+3	17
Off-Step Top+4	18
Off-Step Top+5	18

## **MEMORANDUM OF AGREEMENT**

### ***EXTRA-CURRICULAR STIPENDS COMMITTEE***

A joint annual committee shall be established to study and make recommendations for revisions to the extra-curricular stipends schedules that are set forth in Appendix B. The committee shall consist of four members appointed by the Association and four members appointed by the Board. The committee shall submit its recommendations in writing to the Association and to the Board each year no later than April 1. The committee's recommendations shall not total more in cost for the School District's extra-curricular stipends than the amount approved at the School District's annual meeting to fund the stipends that are listed in Appendix B. The committee's recommendations shall not be binding upon either the Association or the Board. If, after receiving the committee's recommendations, the Association and the Board agree to modify the stipends in Appendix B, the modifications shall be placed in writing and appended to the collective bargaining agreement.