

COLLECTIVE BARGAINING  
AGREEMENT

MANCHESTER, NH  
BOARD OF SCHOOL COMMITTEE  
(BOSC)

AND

THE  
MANCHESTER EDUCATION  
ASSOCIATION (MEA)

July 1, 2024 - June 30, 2027

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## PREAMBLE

The Manchester Board of School Committee and the Manchester Education Association recognize that the development of a quality educational program for the children attending the public schools of Manchester is a joint responsibility which can be best achieved by agreement that all parties work toward common goals. The public officials and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of all parties are necessary to meet the educational needs of the community.

The Manchester Board of School Committee (referred to hereinafter as the "Board") and the Manchester Education Association (referred to hereinafter as the "Association") agree as follows:

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## *SECTION ONE*

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### ARTICLE 1 GENERAL

- A. If any provision of this Agreement or any application of the Agreement to any educator or group of educators 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 application will continue in full force and effect.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its rules and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- C. A copy of this Agreement shall be sent via email to all unit members and shall be electronically accessible on the District website. School resources may be used by any unit member wishing to print a physical copy of this agreement for their own benefit.
- D. The parties undersigned agree that neither the Board nor the Superintendent may lawfully delegate the power or authority which, by law, are vested in them, and this Agreement shall not be construed so as to constitute a delegation of said power or authority.
- E. This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.
- F. If the parties disagree as to the meaning or interpretation of any other provisions of this Agreement, either party may utilize the grievance procedure set forth in Article 5 in order to resolve said dispute.
- G. The Board shall immediately notify the Association in writing if it enters into any discussions concerning restructuring the schools with the intent of establishing a new successor employer.

## ARTICLE 2 RECOGNITION

- A. For purposes of collective negotiation, the Board recognizes the Association as the bargaining representative of the following certificated or licensed educators of the school system of Manchester:
1. All educators, including educators of art, music, physical education, special education, licensed or certified speech and language specialists/pathologists, hearing specialists, licensed occupational therapists, physical therapists, reading/math supervisors, interventionists and instructional coaches, Elementary Teaching Assistant Principals, Counselors, School Psychologists, Librarians/Media Specialists, Building Level Instructional Leaders, Student Assistance Program Coordinators, Certified Social Workers, and permanent replacements or permanent additions hired pursuant to Article 11, A-4;
  2. A new job classification requiring a certificated educator, created after the effective date of this Agreement, shall be included in the bargaining unit if there is a substantial community of interest with salaries and other terms and conditions of employment between the new job and the job classifications set forth above; and
  3. When a position in a new job classification which may have a community of interest with the members of the bargaining unit is about to be created, the Superintendent or his/her designee, shall give written notice to the Association. Upon the written request of the Association, the Superintendent, or his/her designee, shall meet with the Association to discuss whether or not the contemplated position has a community of interest with members of the bargaining unit.
- B. Excluded from the above unit are the Superintendent, Assistant Superintendents, all administrative personnel, temporary help, attendance officers and all other job classifications and employees of the Manchester School District, School Administrative Unit No. 37.
- C. Unless otherwise indicated, the employees included in the above unit will be referred to in this Agreement as "educators." It is agreed by the parties hereto that the terms of this Agreement shall apply only to those employees of the Manchester School District who work within the job classifications included in the above unit. The term "educator" is used in this agreement collectively to recognize the diversity of the positions included in the bargaining unit. The Parties agree that the use of this term shall not be construed to extend rights, privileges, and/or responsibilities unique to teachers to other positions in the

bargaining unit contrary to District policy, regulations, administrative rule or any other state or federal law.<sup>1</sup>

### ARTICLE 3 NEGOTIATION PROCEDURES

- A. The parties agree, in the interest of good faith effort to reach agreement:
1. To negotiate on wages, hours and conditions of employment, other than those managerial policies referred to in RSA 273-A: 1, XI, which are the exclusive prerogative of the Board. Managerial policies as defined by statute include, but are not limited to, the functions, programs and methods to be used in the department, including the use of technology, the selection, direction and number of personnel, and the organizational structure of the department;
  2. That any agreement reached shall be reduced to writing and signed by the Board and the Association. However, the obligation to negotiate does not compel either party to agree to a proposal or to make a concession;
  3. That any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board unless, and until, the necessary appropriations have been made by the Board of Mayor and Aldermen; and
  4. That during such negotiations, the Board and the Association will present data, exchange points of view and make proposals and counter proposals. The Board will, upon request of the Association, make available to the Association any pertinent, non-confidential records, data and information of the Manchester School District. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- B. Should either party desire to negotiate a successor agreement to take effect following expiration of this Agreement, such party shall notify the other in writing by June 30 of the year preceding expiration of this Agreement. Following such notice, the parties shall begin meeting by September 15 for the purpose of negotiating a successor agreement.
- C. Impasse
1. If the parties fail to reach agreement within sixty (60) calendar days after negotiations have started on any matter or matters which are the subject of negotiations, either party may declare an impasse by presenting, in writing to the other party, a statement listing those items at impasse. Nothing in the preceding sentence shall prevent either party from declaring an impasse prior to sixty (60) days by presenting, in writing to the other party, a statement listing those items at impasse if in the opinion of said party no significant progress is being made.

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<sup>1</sup> The Parties have agreed to change all references in the contract from "teacher" to "educator" with the preceding clarification.

2. In the event of an impasse, either party may request the appointment of a mediator, or, within seven (7) calendar days after an impasse is declared, the parties, if they both are in agreement, may pursue fact-finding as the first step in resolving the dispute.

#### D. Mediation

1. In the event of an impasse, and if the parties have not mutually agreed to proceed directly to fact-finding, the parties shall attempt to select a person to serve as a mediator and obtain a commitment from said person to serve. If they are unable to agree upon a mediator and/or to obtain such a commitment within fourteen (14) calendar days of the date of the impasse, either party may request the Federal Mediation and Conciliation Service (either directly or through the New Hampshire Public Employee Labor Relations Board) or other mutually acceptable neutral mediation and conciliation service to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The mediator will meet with the parties or their representatives, or both, forthwith, either jointly or separately, and will take such other steps as may be deemed appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator will not, however, without the consent of both parties, make findings of fact or recommend terms of settlement.
2. If the mediator is unable to effect settlement of the controversy within fifteen (15) calendar days after the first meeting, either party may, by written notification to the other, request that their differences be subjected to fact-finding.

#### E. Factfinding

1. Within seven (7) calendar days after receipt of the aforesaid written request, the parties will attempt to select a person to serve as a factfinder and obtain a commitment from said person to serve. If they are unable to agree upon a factfinder and/or to obtain such a commitment within said time, either party may request the American Arbitration Association or other mutually acceptable neutral mediation and conciliation service to designate a factfinder. The factfinder so designated will not, without the consent of both parties, be the same person who was appointed mediator pursuant to Article 3, D-1.
2. The factfinder will meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps, as the factfinder deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the factfinder, upon the factfinder's request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the factfinder. If the dispute is not resolved prior to the close of the hearing, the factfinder shall make findings of fact and recommend terms of



- settlement regarding the disputed matters submitted. Said recommendations shall be advisory only and shall be made within thirty (30) days of the closing of the hearing.
3. The parties must meet to negotiate within fourteen (14) calendar days of receiving the factfinder's report. If no agreement is reached within fourteen (14) calendar days after receipt of said findings and recommendations from the factfinder, then either party may make the findings and recommendations of the factfinder public.
  4. If either negotiating team rejects the neutral party's recommendations, the recommendations shall be submitted to the full membership of the Association and to the Board which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.
  5. If either the full membership of the Association or the Board rejects the neutral party's recommendations, those recommendations shall be submitted to the Board of Mayor and Aldermen, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.
- F. If the impasse is not resolved by the action of the Board of Mayor and Aldermen, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board if the mediator so chooses.
- G. If both parties agree to proceed directly to factfinding, the parties shall proceed to factfinding pursuant to Article 3, E of this Agreement.
1. The parties must meet to negotiate within fourteen (14) calendar days of receiving the factfinder's report. If no agreement is reached within seven (7) calendar days of the first meeting, then the parties shall proceed to mediation pursuant to Article 3, D of this Agreement. In no event shall the findings and recommendations of the factfinder be made public at this time.
- H. If the parties are still unable to resolve their differences at mediation, they may, upon mutual agreement, return to factfinding pursuant to Article 3, E of this Agreement.
- I. The costs for the services of the mediators and factfinders, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.
- J. The Board agrees not to negotiate with any educators' group or organization other than the Association in regard to any matter subject to negotiation under Article 3, A of this Agreement, provided, however, that this shall not prevent the Board from communicating or consulting with any individual educator or group of educators for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any educator from appearing before the Board on matters relating to the educator's employment by the Board.

## ARTICLE 4 INDIVIDUAL EDUCATOR CONTRACTS

The Board and the individual educators will enter into individual contracts as set forth in Appendix A attached hereto and incorporated herein by reference.

A. The following terms and conditions shall apply with respect to the employment of each educator:

1. The contract shall be renewed annually, automatically, during the period of said educator's employment by said Board, unless the educator has been notified, in writing, prior to May 10th that the contract will not be renewed for the following year. If an educator receives a notice of non-renewal set forth in the preceding sentence, the parties agree that the educator shall not be entitled to a statement of reasons relating to any such notice except as may be required by law under RSA 189: 14-a. For each year for which this contract is renewed, the annual salary of the educator shall be in accordance with the provisions of the prevailing Master Agreement between the Board and the Association.
2. In accordance with RSA 1 89: 14-a, once an educator has attained "continuing contract" status in the District, the educator 's contract shall continue in force from year to year, subject to the following conditions:
  - a. It may be terminated by mutual consent at any time.
  - b. The educator may resign by submitting written notice to the Board not later than June 30 of the educator's intention not to return for the ensuing year.
  - c. The Board may terminate this contract at any time for one or more of the following reasons:
    - i. inefficiency or incompetence;
    - ii. insubordination against reasonable rules of the Board;
    - iii. moral misconduct;
    - iv. disability, as shown by competent medical evidence;
    - v. elimination of the position to which the educator was appointed, if no other position exists to which the educator may be appointed, if qualified, or
    - vi. other due and sufficient cause,

provided prior to terminating the contract, the Board shall give the educator a written notice that termination of that educator's contract is under consideration and upon written request filed by the educator with the Board within five (5) days after receipt of such notice, the Board shall within the next succeeding five (5) days give the educator a statement, in writing, of its reasons therefore. Within twenty (20) days after receipt from the Board of written notice that contract termination is under consideration, the educator may file with the Board a written request for a hearing, which the Board shall hold within fifteen (15) days after receipt of such request. Such hearing shall be public if the educator so requests or

the Board so designates. The educator shall have the right to appear with counsel of the educator's choice at such hearing, whether public or private. The Board shall give the educator its written decision within fifteen (15) days after such hearing. Nothing herein contained shall deprive the Board of the power to suspend the educator from duty immediately when serious misconduct is charged, without prejudice to the rights of the educator as otherwise provided herein.

- B. Compensation will be terminated at the time services are terminated.
- C. The contract will automatically terminate upon the termination of the Master Agreement.

## ARTICLE 5 GRIEVANCE PROCEDURE

### A. Definitions

1. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Article.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term "Superintendent" as used in this Article shall mean the Superintendent or an Assistant Superintendent.

### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of educators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any educator as having a grievance to discuss the matter informally with any appropriate member of the Association, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may however, be extended by mutual agreement, in writing.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left

unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

An educator with a grievance will first discuss it with that educator's Principal or immediate superior either directly or through the Association's Faculty Representative, with the objective of resolving the matter informally.

2. Level Two

a. Individual Grievances

- i. If the aggrieved person is not satisfied with the disposition of this grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the aggrieved person may file the grievance, in writing, with the Chairperson of the Association's Teacher Rights Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the Teacher Rights Committee will refer it to the Superintendent of Schools.
- ii. Within ten (10) school days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- iii. If an educator does not file a grievance, in writing, with the Chairperson of the Teacher Rights Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the educator knew or should have known of the act or dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

b. Class Grievances

- i. If, in the judgment of the Teacher Rights Committee, a grievance affects a group or class of educators, the Teacher Rights Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Teacher Rights Committee may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.
- ii. In the event the Teacher Rights Committee files a grievance which affects a group or class of educators, such grievance must

specify all known names, up to ten (10), of all of the educators who claim there has been a violation or misapplication of a provision of this contract as to them, if known, the specific contract provision(s) involved and the date(s) of the alleged violations or misapplication(s).

- iii. A class grievance filed pursuant to this Section must be filed by the Teacher Rights Committee at Level Two with the Superintendent within forty-five (45) school days after the date of the first alleged violation or misapplication of any provision of this contract claimed by an educator. Any alleged violation or misapplication occurring prior to forty-five (45) school days from the date the class grievance is filed with the Superintendent will be considered as waived.

### 3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of the aggrieved person's grievance at Level Two, or if no decision has been rendered within ten (10) school days after that person has first met with the Superintendent, that person may file the grievance, in writing, with the Chairperson of the Teacher Rights Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the aggrieved person has first met with the Superintendent, whichever is sooner.
- b. Within five (5) school days after receiving the written grievance, the Teacher Rights Committee may refer it to the Board, if it determines that the grievance is meritorious and that appealing it is in the best interests of the school system.
- c. Within ten (10) school days after receiving the written grievance, the Board will meet with the aggrieved person for the purpose of resolving the grievance.

### 4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the meeting with the Board, the aggrieved person may, within five (5) school days after a decision by the Board, or fifteen (15) school days after the meeting with Board, whichever is sooner, request, in writing, that the Chairperson of the Teacher Rights Committee submit that grievance to arbitration. If the Teacher Rights Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the

- grievance, in writing, to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Teacher Rights Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the NH Public Employees Labor Relations Board by either party. The parties will then be bound by the rules and procedures of the NH Public Employees Labor Relations Board in the selection of an arbitrator.
  - c. The arbitrator so selected will confer with representatives of the Board and the Teacher Rights Committee and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement or which changes or amends this Agreement.
  - d. The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire Superior Court under the provision of Revised Statutes Annotated, Chapter 542, as amended. It is hereby specifically agreed by the Board and the Association that this contract and the grievance procedure clause are subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 542, as amended.
  - e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. The parties agree that the party which requests a postponement of any arbitration hearing shall be obligated to pay any costs or fees submitted by the arbitrator and/or the NH Public Employees Labor Relations Board which result from the postponement.

#### D. Rights of Parties to Representation

1. Parties in interest may be represented at all stages of the grievance procedure by themselves, or at their option, by counsel and/or by a representative selected by the Association. When an educator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind will be taken by the Board or by any member of the Administration against any party in interest, any Faculty Representative, any member of the Teacher Rights Committee or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

1. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Chairperson of the Teacher Rights Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Article 5, C-4c.
2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. The Board may initiate a grievance against any educator or the Association under the terms of this Article.
5. If a grievance is not reported and/or processed by the grieving party and/or the Teacher Rights Committee within the time limits set forth in this Article, the matter shall be dismissed and no further action will be taken with respect to such grievance.
6. The time limits set forth in this article may be reduced or extended by the mutual agreement of the Parties at each and every level.
7. Unless otherwise agreed, failure to refer a grievance to the next level within the specified time period shall be considered an acceptance of the decision rendered.
8. Unless otherwise agreed, failure to render a decision at any level of the grievance process within the specified time limits shall permit the grievant to proceed to the next level of the grievance process.
9. Unless otherwise agreed, resolutions to grievances, including settlements shall be implemented within 30 school days of the resolution/settlement.

### **ARTICLE 6 STRIKES, SANCTIONS, RESIGNATIONS AND LOCKOUTS**

The Board and the Association desire uninterrupted services and, therefore, it is agreed that during the term of this Agreement, the Board shall not cause or sponsor any lockout, and the

Association shall not cause, sponsor, encourage or condone any strikes, sanctions, wholesale resignations, job actions or any curtailment or interruption of the operations of the Manchester School District. The term, "wholesale resignations", shall not include the resignation of educators who have quit in order to accept job offers, or who have decided to retire. Both parties agree that they will immediately disavow any such activity. If, at the expiration of the Agreement, the Board and the Association have not reached agreement on a Master Agreement for the following school year, the Association may engage in any activity which is not unlawful in the State of New Hampshire.



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## *SECTION TWO*

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### **ARTICLE 7 MANAGEMENT CLAUSE**

The Association agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that may hereafter be made, all of the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Manchester School District and its employees in all its phases and details shall be retained by the Board and its agents and the exercise of any such right as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement.

The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authority which by law are vested in them.

### **ARTICLE 8 SALARIES AND OTHER COMPENSATION**

#### **A. Salaries**

1. Effective the first pay period of the 2024-2025 contract year, salaries shall be awarded in accordance with the attached salary scales as set forth in Appendix B. In succeeding years of this contract, all educators will advance one level on the salary scale each contract year. The BLIL plus rate shall be .25 of the BA Level 1.
2. Except as modified by Sections D, E, and G of this Article, any educator hired to continue work beyond the educator's normal contract year shall be paid as follows:
  - a. Educators who actually work for four (4) hours or more during a calendar day shall be entitled to a one-half hour paid lunch period.
  - b. Educators who actually work for seven (7) hours or more during a calendar day, including a one-half hour paid lunch period, shall be paid one per diem which shall equal 1/181 of the educator's base salary according to the salary schedule.
  - c. Educators who actually work less than seven (7) hours in a calendar day, including a one-half hour paid lunch period if applicable, shall be paid on a pro-rata basis for each hour and part thereof actually worked. Each hour shall be paid at the rate of 1/7 of one per diem.
3. Elementary educators regularly employed for one (1) school session per day shall be paid at the hourly rate of 1/1000th of the base salary and will receive one-half of the insurance benefits provided in Article 9.
4. Secondary educators regularly employed to teach less than a full class load of five classes shall be paid one-fifth the applicable salary track in Appendix B for each class taught in a day. Educators working less than a full day shall have all their

assignments contiguous, including one duty period per day. Such educators shall also receive paid prorated benefits based upon 20 percent of the full-time educator benefits for each class taught in a day.

5. Benefits for part time educators shall be prorated in accordance with the current practice.
  6. Lunch time duty may be assigned to Educators as part of their regular duties without additional compensation.
- B. Educators' salaries shall be payable in equal installments every other Thursday throughout the school year, beginning on the second Thursday after Labor Day. Educators shall continue to receive a bi-weekly paycheck until the 26th payment has been made. Educators who opt for direct deposit shall not receive a paper copy. All direct deposit information will be mailed electronically to educators.
- C. Other Compensation
1. The compensation for all educators working in CTE food service, placing students in jobs, and instructing night school, after school, and summer school shall be \$30.00 per hour upon expiration of the \$40 special rate approved by the BOSC from federal grants.
  2. The Board agrees to offer detention hall supervision to educators, who will be compensated therefore in the amount of \$30.00 per session upon expiration of the \$40 special rate approved by the BOSC from federal grants. If no educator volunteers for detention hall supervision, then the building administrators may assign non-bargaining unit members to perform this duty.
  3. Educators who lose a preparation period because they are required to cover an additional class shall be paid forty dollars (\$40.00) per lost prep typically scheduled up to one hour in duration and sixty five dollars (\$65.00) for any prep block lost that is typically scheduled between 80 to 100 minutes in duration.
  4. Itinerant educators who may be required to use their own automobiles in the performance of their duties and educators are assigned to more than one (1) school per day will be reimbursed at the IRS rate per mile for all driving done by them, excluding mileage to and from home. The distance between schools shall be computed by the Superintendent. The District will make every reasonable effort to schedule itinerant staff so that their travel time is not during the staff member's lunch or preparation time.
- D. Extracurricular Activities
1. A committee comprised of equal numbers of administrative and union personnel shall be formed to study extra-curricular stipends to ensure equity in the payment thereof and shall take into consideration size of student membership, time demands, and other factors related to educator effort. The committee shall make recommendations to the Manchester Board of School Committee and Union for such changes as may be mutually agreed.

2. Participation in extracurricular activities will be compensated according to the rates outlined in Appendix D.
3. The Board shall offer the following athletic activity positions according to the provisions outlined in Appendix E at a stipend not to exceed the rates set forth by the Board of School Committee. Bargaining unit members in athletic activity positions at September 1, 2004 shall be grandfathered from this requirement so long as they remain in that assignment.

<b><u>High School:</u></b>	J.V. Volleyball	Assistant Indoor
Athletic Coordinators	Golf	Track
Head Football	Varsity Hockey	Outdoor Track
Assistant Football	Assistant Hockey	Assistant Outdoor
Freshman Football	Varsity Wrestling	Track
Unified Basketball	Assistant Wrestling	Tennis
Head Basketball	Swimming	Cheerleaders (Fall &
Jr. Varsity Basketball	Alpine Skiing	Winter)
Freshman Basketball	Nordic Skiing	Field Hockey
Soccer	Varsity Baseball	J.V. Field Hockey
J.V. Soccer	J. V. Baseball	Varsity Lacrosse
Freshman Soccer	Softball	
Cross Country	J.V. Softball	<b><u>District-Wide:</u></b>
Volleyball	Indoor Track	E-Sports
<b><u>Middle School:</u></b>	Soccer*	<b><u>Elementary School:</u></b>
Field Hockey	Volleyball	Basketball*
Outdoor Track	Cross Country	
Basketball		

\*Contingent on Non-District funding.

4. Notwithstanding any other provisions of paragraph D-3, the Board of School Committee will determine the coaches' salaries for the duration of this Agreement.
- E. Payment for the duties, positions, and activities listed in paragraphs C and D above, shall be made by separate check in accordance with procedures to be developed by the Administration and the Association.
- F. Subject to reimbursement by the insurance company of the School District's actual expenses to implement and administer the program, the Board agrees to establish a payroll deduction option for the ESP insurance plan. Participation in this insurance plan will be voluntary.

**ARTICLE 9 INSURANCE**

- A. The Board agrees to provide Hospital/Medical Insurance coverage as set forth below:

1. Employees hired prior to July 1, 2022, may enroll in the Lumenos HDHP/HSA, which description is attached hereto as Appendix H and shall include a \$2,000/\$4,000 plan year deductible, or either of the Optional Plans set forth below.
    - a. The Board agrees to offer the following "optional" Hospital/Medical Insurance coverage:
      - i. BC/BS HMO Site of Service \$1500 as set forth in Appendix H.
      - ii. BC/BS HMO Site of Service \$250 as set forth in Appendix H.
    - b. The District shall pay eighty-two- and one-half percent (82.5%) of the monthly premium of the Optional Plans set forth or eighty five percent (85%) of the Lumenos HDHP/HSA plan premium, whichever is less.
  2. Employees hired on or after July 1, 2022, shall be limited to enrolling in the BCBS Lumenos HDHP/HSA plan with the District paying 85% of the premium. Provided however, employees that start employment after the start of the school year or who otherwise do not qualify of the HDHP/HSA due to a prior Flexible Spending Account may enroll in any plan offered by the District but must enroll in the BCBS Lumenos HDHP/HSA plan during the following open enrollment period.
- B. For those educators electing to take the BCBS Lumenos HSA Plan specified above, they shall receive from the District annually \$1,500 for those on the Single Plan and \$3,000 for those on the Two-Person or Family Plan that shall be deposited into the individual's Health Savings Account (HSA). Said contributions and funds shall be governed by the applicable federal law. Half of the District's annual contribution amount shall be deposited in the HSA during the first week of September with the second half being deposited over the following five months. Provided however, if the educator experiences a catastrophic illness during the plan year that results in the educator incurring medical bills that exceed the amount of the funds then in the HSA, upon presentation of an explanation of benefits form, the District shall contribute additional funds up to the maximum annual contribution by the District.
- C. Newly hired and eligible educators who will start employment at the beginning of the ensuing school year shall have a start date for health insurance coverage of September 1<sup>st</sup>, provided the educator has completed and returned to the Administration the required forms in a timely manner. Newly hired and eligible educators who will begin employment after the beginning of the school year shall have a start date for health insurance coverage of the first day of the month following their actual start date provided the educator has completed and returned to the Administration the required forms in a timely manner. For the purposes of this Article the term "timely manner" shall mean at least ten (10) calendar days prior to the effective start date of health insurance coverage but in no circumstance more than 30 days after the date of hire. Newly hired educators who do not return the-required forms within 30 days, for any reason, will not be eligible for coverage until the next open enrollment with the exception of a federal qualifying event. Employees that return their paperwork less 10 days prior to the anticipated effective date of coverage may have their coverage delayed for up to thirty (30) additional days.

Upon hiring, the Administration shall send all necessary forms for health insurance coverage to all new educators eligible for health insurance coverage by this contract. Educators separating from employment at the end of the school year or thereafter shall be entitled to health insurance coverage through the following August 31<sup>st</sup> provided their share of the premiums to cover the months of July and August have already been deducted. Educators separating from employment during the school year shall receive health insurance coverage through the end of the month that includes the date of separation.

- D. The District agrees to establish a fund to provide for a payment, equal to the base salary, to the named beneficiary or estate of any member of the bargaining unit who dies from any cause while employed by the District of Manchester or who dies within sixty (60) calendar days of separation from service with the District because of paid retirement, disability retirement or resignation due to health reasons. There shall be no right to the benefit under this provision beyond the sixty (60) calendar day period referred to in the preceding sentence. It is agreed by the parties that the Board and/or the District shall have the sole right to determine whether the District will make the payment referred to above from the fund established by the District or contract with an insurance carrier or another company of the District's choosing to provide this benefit.
- E. The Board shall provide coverage under Delta Dental Insurance Plan Coverage A, B, and C (Standard Plan) as agreed by the parties. The Board shall pay an amount not to exceed eighty percent (80%) for the Standard Plan. The District shall also offer an "Alternative Plan" which shall include Orthodontics coverage. Any employee electing the Alternative Plan shall pay the difference between the Alternative Plan premium and the amount the District would have contributed had the employee subscribed to the Standard Plan. The annual maximum dental allowance shall be \$1,500.
- F. The District may, in its sole discretion, after evaluation by a joint study committee, obtain such insurance from a different carrier, provided the benefits compared with the aforementioned health insurance plan are not reduced, and provided that such change does not exceed the amount set forth above.
- G. All members of the bargaining unit shall be entitled to full participation in the District's Employee Assistance Program (EAP). The parties agree that if the EAP is terminated by the District that this benefit will lapse.
- H. The Board agrees to maintain a Section 125 Dependent Care Reimbursement FSA Plan, A Premium Conversion and Health Care Reimbursement FSA Plan in accordance with current federal laws and regulations. The Plans will be maintained for the benefit of the members of the bargaining unit as long as they are approved by the Internal Revenue Service and in compliance with applicable Federal laws and regulations.

**ARTICLE 10 RETIREMENT**

- A. An educator with twenty (20) years of service in the District who retires under the New Hampshire Retirement System and receives benefits from same at the time of separation from the District shall receive at the time of separation a payment of \$7,000 provided the educator gives notice, no later than the preceding December 31, of their intention to retire, which shall be waived in the case of disability retirements.
1. An educator who retires under the New Hampshire Retirement System and receives benefits from the same at the time of separation from the Manchester School District shall receive a payment for unused accrued sick leave up to a maximum of ninety (90) days provided he/she has twenty (20) years of combined service and gives notice of his/her intention to retire, except in the case of disability retirements.
  2. The maximum amount paid shall not exceed ninety (90) times the per diem rate for the maximum Doctoral step.
- B. An educator with fifteen (15) years of service in the District who retires under the New Hampshire Retirement System and receives benefits from same at the time of separation from the District shall receive at the time of separation a payment of \$5,000 provided the educator gives notice, no later than the preceding December 31, of their intention to retire, which shall be waived in the case of disability retirements.
1. An educator who retires under the New Hampshire Retirement System and receives benefits from the same at the time of separation from the Manchester School District shall receive a payment for unused accrued sick leave up to a maximum of sixty (60) days provided he/she has fifteen (15) years of full-time service in the Manchester School District and gives timely notice of his/her intention to retire, except in the case of disability retirements.
  2. The maximum amount paid shall not exceed sixty (60) times the per diem rate for the maximum Doctoral step.
- C. The notifications dates set forth herein may be otherwise waived by mutual agreement between the Superintendent and the retiring educator provided such notification is provided within a reasonable amount of time prior to the effective date of retirement and the funds are available within the District budget.
- D. The eligibility requirements for A-1 and B-1 above are:
1. For educators hired prior to September 1, 2004, qualifying service will continue to be determined as it has in the past.
  2. For educators hired on or after September 1, 2004, qualifying service is limited to full time employment with the Manchester School District, provided that the educators have at least ten (10) years of creditable service in the New Hampshire Retirement System.

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**SECTION THREE**

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**ARTICLE 11 EDUCATOR EMPLOYMENT****A. Hiring**

1. All newly employed or reinstated educators shall be placed on the proper level of the salary schedule, according to their experience and education, provided that, in special instances certified to the Board by the Superintendent, the Board may pay a greater salary than the educator would obtain if placed on the proper step level of the salary schedule. To be eligible for an annual level increase, an educator must actually work ninety-one (91) days or more of the educator's work year. Paid absences shall be counted in determining whether or not an educator has worked ninety-one (91) days.
  - a. Educators who have not met State recertification requirements or local requirements, if any, to qualify for recertification shall not receive any base salary increases or annual level increases until such requirements have been met.
  - b. In February of each year, the District shall provide to the Association a list of all educators who are not yet certified but who are in the process of completing the requirements for certification. The list shall contain the educators' names, the certification requirements not yet satisfied, deadlines for satisfying the requirements, and shall identify all those previously uncertified educators who have completed the requirements for certification.
2. Full credit will be given for previous relevant outside work or certified teaching experience upon initial employment.
3. If qualified applicants for teaching positions holding a Bachelor's Degree are not available, the Board may hire non-degree applicants to teach provided that, prior to hiring such persons, the Board has made a good faith effort to hire applicants with a Bachelor's degree.
4. Any educator who is hired to work for a full contract year will receive full contract benefits. Any educator who is hired to work for less than a full contract year, but is a permanent replacement or a permanent addition and contracted to begin work during the first ninety-one (91) days of the contract year to teach for the entire balance of the year will receive full contract benefits on a prorated basis for salary and fringe benefits. If a position becomes vacant within the first ninety-one (91) days of the work year and is to be vacant for the remainder of the work year, the position shall be filled by a permanent replacement. Nothing in this section shall be construed to limit the right of the Board to appoint a temporary replacement pending selection

by the Board of an acceptable, qualified candidate for permanent assignment. The term "permanent" for purposes of this Section shall be interpreted to mean "for the remainder of the work year in which the vacancy occurs".

5. Any educator who is hired as a substitute or as a temporary replacement at any time during the work year or hired on any basis after ninety-one (91) days of the work year will be paid on a substitute pay basis during the first twenty (20) consecutive days of work, and thereafter be paid per diem based upon 1/181 of the appropriate step on the salary schedule. Administration shall not reassign a substitute for the sole reason to avoid the payment of the per diem. This paragraph will not preclude the Board from granting any such temporary replacement full contract rights if the Board should elect to do so.
6. Educators who are hired to fill a specific vacancy will be so advised that they are hired for a limited period of time by some kind of letter of transmittal and will, in all probability, receive a notice on or before May 10th that their contract will not be renewed for the following year. However, assuming their performance was acceptable, they will be given priority for any vacancies that may exist the following school year. Further, if in fact such educator is rehired, the Association agrees that that educator will be placed according to District needs, especially if moved from the position the educator occupied to some other position because the educator then on some extended leave came back to the system to the original educator's former position.
7. Permanent educators, who are assigned to fill a position created by an educator on approved leave, shall be given a letter of transmittal notifying them that the assignment is temporary. Failure of the Board to give such a letter, through administrative error, will not entitle the assigned educator to retain the position upon return of the educator who has been on approved leave.
8. The Association agrees that the Superintendent and/or his/her designee shall have the authority to develop a classification of employees that will function as permanent, full-time, non-certified substitute educators. These substitutes shall not be used to replace certified staff for long term assignments (over 90 days) nor shall they be used to reduce the complement of full-time certified staff except as otherwise permitted by Article 11, A-5 above. These employees shall not be eligible for membership into this bargaining unit, nor shall they be subject to the terms, salaries or benefits negotiated herein. Preference will be given to educators who are currently under a layoff, followed by Manchester School District retirees.
9. If it is deemed necessary by the District to request that an educator teach a sixth class, the District agrees that it will seek to cover the sixth class only on a voluntary basis and only in place of said educator's duty period. If more qualified educators than necessary volunteer, the position(s) will be filled based on seniority (with the most senior qualified educator being given first choice of assignment). The



educator will be compensated at a rate of \$10,000 per year which shall be prorated for any portion thereof. MST has a block schedule, and as such, any ½ block course/class taught above the normal three (3) blocks shall be eligible for this provision. It is also agreed that the District may not use this method to circumvent hiring additional full-time staff, or to avoid recalling presently laid off staff. To that point, once the District recognizes the need for more than four (4) classes in one discipline at any two schools, the District agrees to employ full-time educators as available to meet the needs of the students of the District rather than to add additional classes to the teaching load of current educators. Nothing herein shall be construed to require the District to make such payments associated with the creation of an intervention block/period or any other Multi-Tiered System of Support (MTSS). Science labs are also not considered a sixth class. A sixth class may also be offered under the "flexible schedule" model, whereby a traditional day employee remains on campus to teach a sixth class.

10. Educators with previous teaching experience in the Manchester School District will, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience up to the maximum set forth in Article 11, A above. Educators who have not been engaged in teaching on a full-time basis will, upon returning to the system, be restored to the next level on the salary schedule above that at which they left.
  - a. Previously accumulated sick leave days will be restored to all educators returning from a leave of absence.

#### B. Staff Reduction

If it is necessary to decrease the number of educators, the governing body of the school system may lay off the necessary number of educators based on the procedures set forth below:

1. Seniority shall accrue from the first day of permanent employment as set forth in Article 11, A-4 above.
  - a. The length of actual service of the educators in the Manchester School District in the following classifications shall be used to determine an educator's seniority, provided said educator holds New Hampshire Department of Education certification in that classification:
    - i. Elementary educator;
    - ii. Secondary educator by subject matter certification area:
      - a. In the subject areas of science, special education and business, specific certification areas will determine seniority (i.e. - lay-offs in science shall occur by least seniority in the specific subject matter certification areas - physics, chemistry, biology, earth/space science, general science (5-9) and physical science).

- b. Educators certified in these subject matter areas hired prior to August 31, 2009 shall have their seniority grandfathered by general science, general special education and general business certification. Any educator hired on or after August 31, 2009 will accrue seniority in the specific subject area of certification as mentioned above in paragraph a.
    - iii. Special subject area educators by specialty;
    - iv. Middle school educators shall accrue seniority based on their classification assigned by the Department of Education.
- 2. In the event of a lay-off of personnel in any classification, the educator shall be notified of such in writing. Educators who do not have certification by the State of NH in the classification areas being reduced will be the first to be reduced. An educator in the classification group who is on a written performance improvement plan (PIP) for the 12 months preceding a reduction in force will be the second to be reduced. In no case will an educator that has been on a PIP for less than the previous 12 months be subject to such lay-off status solely by virtue of the fact that they are on a PIP. Any remaining positions required to be reduced within any particular classification shall be done by seniority with the least senior being reduced first. A displaced educator may add to that educator's seniority in another classification the years employed in the Manchester School District in the classification from which that educator was displaced for the purpose of determining seniority in that second classification. When seniority is equal, lay-off shall be determined by lottery. Any educator on lay-off shall not be prevented from securing employment during the period said educator is on lay-off.
- 3. Seniority lists within the classifications set forth above shall be established by the Administration by February 1 of each year for educators who are not on a continuing contract and those lists shall be revised every twelve (12) months. Such lists shall be promptly transmitted to the Association. An educator's position on the seniority list shall remain unchanged during military and maternity leave of absence.

### C. Recall

1. If a vacancy occurs, the following procedure will be used:
  - a. The means of determining layoff order shall be reversed.
  - b. Those laid off via seniority shall be recalled first, followed by those laid off via PIPs, and lastly those laid off due to certification status.
  - c. If the educators were laid off by way of seniority, the highest seniority in that classification shall be recalled first.
  - d. If the educators were laid off by way of certification, the educators in that classification will be recalled in the reverse order of the layoff. The last educator to be laid off will be the first to be recalled.
  - e. If the educators were laid off by a PIP, the educators in that classification will be recalled in the reverse order of the layoff. The last educator to be laid off will be the first to be recalled.
2. Such notice shall be by registered or certified mail, postage prepaid, to the last address given to the Administration by the educator. If an educator rejects the offer or fails to respond to the Superintendent within ten (10) calendar days after receipt of the above notice of recall, said educator will be deemed to have refused the position offered and the Superintendent may strike that educator's name from the various lists and shall then notify the educator with the next recall rights.
3. Seniority shall be broken by:
  - a. Discharge;
  - b. Voluntary quit;
  - c. Failure to respond to a notice of recall as specified in the preceding paragraph C-2;
  - d. Remaining on lay-off for more than twenty-four (24) months.
4. An educator who is laid off will remain on the recall list for twenty-four (24) months after the effective date of said educator's lay-off unless that educator:
  - a. Waives recall rights;
  - b. Resigns;
  - c. Fails to accept recall to the position that said educator held immediately prior to layoff or to a substantially equivalent position; or
  - d. Fails to report to work in a position that said educator has accepted within thirty (30) days after receipt of the notice of recall.
5. No new educators shall be employed while there are certified laid-offs and available educators to fill the vacancies.
6. If an educator who is on layoff is offered and accepts a less than full-time position, he/she will forfeit his/her right to recall for the remainder of the academic year, but shall remain on the recall list for the next school year. Any other less senior educator who is subsequently hired for a full-time position will be informed in writing that

his/her position is temporary and subject to the recall rights of other educators for the ensuing academic year.

- D. Laid off educators will be given first refusal for substitute teaching opportunities, including the opportunity to become a permanent district substitute, provided they notify the Superintendent in writing prior to the third Friday in July preceding the start of the ensuing school year. The school district shall compile a list of educators requesting this benefit and shall rank them by seniority and provide this list to the Association President. Educators shall be contacted each day, if applicable, for substitute opportunities by seniority; with the most senior called first. The school district may designate an independent agency to administer this program. This benefit is limited to calls made by the school district or its designated agency. Contacts for substitutes made by principals and other authorized school personnel are not covered by this provision.
1. If an educator is not called in accordance with paragraph D above, he/she will be placed at the top of the list, regardless of his/her seniority, for the next practicable substitute opportunity. Thereafter, he/she shall be called in accordance with the regular list.

## ARTICLE 12 EDUCATOR ASSIGNMENT

- A. All educators will be given written notice of their salary schedules, building assignments, tentative courses and grade levels, and room assignments for the forthcoming year not later than June 30 of the preceding year, which will be adhered to, except in unusual circumstances. In the event that changes in such schedules are proposed after the last day of school, the Association and all educators affected will be notified promptly, in writing, by the District or its designee, and upon the request of the educator and the Association, the changes will be promptly reviewed between the Superintendent or the Superintendent's representative and the Association.
- B. In order to assure that pupils are taught by educators working within their areas of competence, educators will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. Wherever practicable, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary, except in cases of emergency. Emergency is defined as the inability of the District to fill a position, unexpected changes in student enrollment, the departure of a staff member or changes in the master schedule that occur after the start of the school term. Assignments shall not be arbitrary or capricious. A professional conversation in person between the administrator and educator over consideration of changes in assignment will be held prior to any action. Documentation of the conversation shall be placed in the educator's personnel file. In the event the educator does not want to volunteer for the emergency change, involuntary transfer language protocol shall be triggered. Nothing herein shall be construed to impair the District's right to effectuate an involuntary transfer under Article 22.

- D. A family member will not be disqualified from assignment to or remaining at the same school simply because of their family status to an educator at the same location. Notwithstanding, and in the case where one family member accepts an administrative position in the school or a department head position in the department in which the other family member teaches, the other teaching member will be assigned to another school. The term family member shall include, but not limited to, individuals joined by civil union, marriage or adoption.
- E. Each middle and high school shall maintain, whenever necessary, a detention hall. Detention hall supervision shall first be offered to educators. If no educators apply, then the Board or its designee may assign non-bargaining unit members to perform this duty. If, in the opinion of the Principal, there are no qualified educators or no qualified non-bargaining unit members have applied, if opened to them, the Principal shall assign educators to this duty provided that no educator shall be assigned to conduct the detention hall more than fifty percent (50%) of the time. The Principal shall make the final determination among applicants for the detention hall position.

## **ARTICLE 13 EDUCATOR HOURS AND TEACHING LOAD**

### **A. School Year Requirements**

1. The school calendar for each school year shall be prepared during the previous year by the Board and in consultation with the Association, but will not be subject to the grievance procedure. The words "beginning of the school year" mean the first day of each school year when attendance of the members of the unit is required and the words "close of the school year" mean the last day of each school year when attendance of the members of the unit is required. Except in extraordinary situations, dates for "make up days" shall be published no later than May 1.
2. Except for Department Heads/Building Level Instructional Leaders, who are excluded from this section A-2, the work year of the educators in the unit (excluding new personnel who may be contractually required to attend additional work days) will begin no earlier than September 1 and terminate no later than June 30, but will in no event be longer than one-hundred eighty-one (181) work days. The "work year" will include one hundred seventy-five (175) days when pupils are in attendance and a maximum of six (6) days of which attendance by members of the unit is required.
3. The Manchester School District will schedule a 175-day academic calendar. The District shall craft a calendar which provides for a 175-day academic year and includes thirty (30) additional hours of instruction. The first three (3) snow days occurring during the school year shall be traditional snow days and shall not include any remote instruction. Any snow days occurring after the first three (3) snow days in any school year, may include remote instruction as determined by the

Superintendent and in accordance with the requirements Department of Education and with prior input from the Association.

The Association agrees to add two (2) additional workdays beginning in the 2024-2025 school year. The Association also agrees to add one (1) additional workday in the 2025-2026 school year and the 2026-2027 school years. Unless otherwise agreed, the added four (4) workdays shall be used for administration directed professional development.

4. Members of the unit may be required to participate in in-service training programs as follows:
  - a. Two professional development/in-service days prior to the start of the student school year. The first will be determined by the administration, the second will solely be for educator preparation of the classroom and materials. Notwithstanding anything herein to the contrary, the first professional development day may be scheduled on the last workday in August given the anticipated student start date.
  - b. Three professional development/in-service days (Primary Election Day and/or on General Election Day and such other days determined by the administration), one of which shall be set aside for self-directed professional development in order to allow individual unit members to pursue or further their individual learning goals.
  - c. One professional development/in-service days at the end of the student school year, solely for educators to complete end of the year requirements and clean-up of the classroom and/or materials.
5. Effective on the date of ratification, all School Psychologists shall work no more than one hundred and eighty-one (181) days per year. Such workdays shall coincide with the scheduled educator workdays.
6. The work year for Department Heads/Building Level Instructional Leaders will be no longer than one hundred eighty-four (184) days, inclusive of the requirements below.
  - a. Department Heads/Building Level Instructional Leaders at high schools will process or will make necessary arrangements to process all invoices and inventory new books, equipment and supplies relative to their departments before July 15, August 15, and one week before the opening of school.
7. Subject to specific funding in the District's operating budget, School Counselors may be eligible to work up to two weeks prior to the start of the student school year. In addition, School Counselors may be eligible to work for up to two weeks after the conclusion of the student school year. The School Counselors shall be paid for any additional workdays equal to their then current per diem rate.

- 8. Pre-school and kindergarten educators shall use the first three (3) days of the student year to meet with parents and students and provide acclimation and orientation to all incoming students ("student days").
  - a. For preschool only, two student days shall be established at the end of the school year for transition purposes. No classes will be scheduled on such student days.

B. School Hours and Requirements

- 1. The starting and dismissal times for students will be established in accordance with the schedule provided below. No change in the schedule will increase the length of the educator day beyond said schedule:

Pre-School (45-minute prep, 30-minute lunch)

Educator Arrival:	9:00 AM
AM Instruction Begins:	9:10 AM
AM Student Dismissal:	11:45 AM
PM Instruction Begins:	12:40 PM
PM Student Dismissal:	3:15 PM
Educator Dismissal:	3:30 PM

Elementary Schools (w/30-minute lunch and 30-minute recess)

Educator Arrival:	8:15 AM
Student Arrival:	8:20 AM
Instruction Begins:	8:25 AM
Student Dismissal:	2:50 PM
Educator Dismissal:	3:00 PM

Middle Schools (30-minute lunch)

Educator Arrival:	7:20 AM
Instruction Begins:	7:25 AM
Student Dismissal:	2:20 PM
Educator Dismissal:	2:35 PM

High Schools (30-minute lunch)

Educator Arrival:	7:38 AM
Instruction Begins:	7:38 AM
Student Dismissal	2:55 PM
Educator Dismissal	2.55 PM

Educators must be in their respective classrooms, or at their assigned duty station when students arrive in accordance with the schedule provided.

2. Educators must remain in the classroom, or in school engaged in instructionally related tasks, or at a duty station in accordance with the schedule provided. When students are dismissed earlier than the usual time, the educators shall remain if the Principal has a previously planned activity.
3. At the Elementary schools, an appropriate number of educators may be required to be on duty to supervise the cafeteria, bus duty and other activities which require student supervision for safety purposes. Assignment of this duty shall be voluntary in the first instance and on a rotating schedule as necessary.
4. Lunchroom duty may be assigned to educators as part of their regular duties without additional compensation.
5. Itinerant educators who service more than one (1) school on any given day shall not be assigned a duty on that day by the Principal at either school.
6. In an effort to maximize direct student services, school counselors will not be assigned a duty within their school. Instead, any time that would have been assigned as a duty will be used to provide services to students on their respective caseloads.
7. Educators may be scheduled to remain longer after school to assist students in subject matter areas one day per week for no more than 45 minutes, as determined by the Principal. Nothing herein shall be construed to relieve the educator of their professional responsibility to meet with students before or after school for extra help as reasonably required.
8. All educators may be required to attend one (1) evening Open House each school year, the length of which shall be in accordance with past practice. The purpose of the Open House is for educators to meet with parents and provide an overview of the school and classes offered.
9. Subject to the approval of the State Department of Education for release time, elementary school educators may be required to attend one (1) after school parent educator conference, which shall be held to coincide with the issuance of the first student progress report. Elementary school educators shall have an equal amount of time off on the day prior to Thanksgiving Day or on the day prior to the December holiday break.
10. Educators may be required to attend professional activities to be held after the dismissal of students which shall be jointly planned and scheduled by the



Administration and representatives selected by the faculty at each work site. These activities shall not exceed between ten (10) and thirteen (13) hours per year. Such activities may include, but are not limited to, staff development workshops, curriculum reform, school goals and solving school related problems. These activities shall not extend beyond 4 pm unless mutually agreed to by those participating.

- C. All educators will have a duty-free lunch period of at least thirty (30) minutes per day.
- D. The Board will use every reasonable effort to provide a substitute educator whenever an educator is absent. The Board will also use every reasonable effort to ensure that an educator's Educational Assistant will not be used to substitute for another faculty member. The Board will also use every effort to provide a substitute for an Elementary Teaching Assistant Principal who is acting Principal.
- E. Planning And Preparation Periods
  - 1. The Board shall make every reasonable effort to provide all educators in the middle and senior high schools, in addition to their lunch period, with daily preparation time consisting of one (1) class period during which they will not be assigned to any other duties.
    - a. The Board will use every reasonable effort so that middle and high school educators will not be required to teach more than two (2) subject areas, nor make more than three (3) teaching preparations within said subject areas at any one time.
  - 2. The Board will continue the MST educator preparation shall be no less than 45 minutes daily. The Board shall make every reasonable effort to provide consecutive preparation time, however due to the nature of the program, preparation time shall not be scheduled in less than 20-minute blocks.
  - 3. All Elementary educators, including specialists, will receive five (5) preparatory periods per week of not less than forty-five (45) consecutive minutes each, during which they will not be directed by the administration to carry out any other duties, including PLC. It is the intent of the parties that bargaining members working a full school day receive preparation time. The Board shall make every reasonable effort to provide all educators a daily preparation time. In the event of a scheduled shortened work week, the prep periods shall equal the number of work days.
    - a. Elementary Specialists are limited to the following: Speech/Language Pathologist/Therapist/Specialist, Learning Disabilities Specialist, Special Education Inclusion Educator, Occupational Therapist, Physical Therapist, Educator of Visually Impaired, Itinerant Educator of Emotionally Disabled, Special Education Educator/Reading, Educator of the Deaf and Hard of Hearing, Media Generalists, Art, Music, Physical Education, Health,

Guidance Counselor, English Language Learner Educator, Special  
Education Educator /Job Coach.

4. All other bargaining unit members working a full school day who do not provide direct instruction to students shall schedule preparation time in their schedules with approval of the building principal.
5. A committee shall be established to study preparation time and to ensure each educator receives an equitable amount of preparation time.

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**SECTION FOUR**

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**ARTICLE 14 SICK LEAVE**

- A. An educator shall earn sick leave at the rate of one and one-half (1-1/2) days at the beginning of each month of employment from September 1 through and including June 1 of the school year, provided, however, that an educator shall not accumulate more than fifteen (15) sick leave days during the entire year. Sick leave days may be accumulated from year to year with a maximum limit of one hundred and twenty (120) days. Educators in their first year of employment shall receive their fifteen (15) sick days at the start of the school year or prorated based on their start date. Subsequent years shall accrue on a monthly basis.
1. Sick leave shall be used by an educator only for actual personal illness, including pregnancy disabilities, or to care for sick family members for up to five (5) days, which prevent that educator from performing that educator's normal duties. The limit for the use of sick leave to care for family members shall also apply to Family Medical Leave. Sick leave shall not be earned while an educator is receiving benefits from the Sick Leave Bank. Any educator who is absent from school for three (3) days or more on any one occasion may be required by the Superintendent or the Superintendent's designee to produce a certificate from a physician certifying to the actual sickness of the educator and inability to perform that educator's normal duties resulting therefrom. The School District will pay for any physician's fees associated with any required medical exams not covered by medical insurance that are required for newly hired educators.
- B. If there is evidence that the educator's absence is due to other than legitimate illness and inability to perform that educator's normal duties resulting therefrom, that educator may be required to provide proof of such illness and inability to perform normal duties.
1. If the Superintendent or the Superintendent's designated representative questions a physician's certificate of proof of an educator's illness and/or inability to perform normal duties submitted pursuant to paragraphs A-1 and B of this Article, the educator (or, at the option of the Superintendent, the educator's documentation or medical record pertaining to the period of time and the specific illness in question only) may be required to be examined by a physician other than the educator's treating physician, which examination shall be paid for by the School District.
- C. The Parties acknowledge that the students of the District benefit from having the classroom educator present for each school day. Excessive educator absences impair the continuity of instruction and degrade the overall quality of the education the students of the District receive. Both the District and the Association have a responsibility and a vested interest in ensuring the students of the District receive the highest quality public education. The District and the Association hereby pledge their joint commitment to reducing excessive

absenteeism. Accordingly, the Administration and the Association shall develop joint messaging to educators no later than August 1, 2024, reflecting that effective teaching requires continuity of instruction and the elimination of excessive absenteeism is a shared goal.

1. The Administration and the Association shall evaluate any resultant reductions in sick leave from September 1, 2024 through March 15, 2025. If there is a minimum of a five percent (5.0%) reduction in routine sick leave (non-FMLA etc.) as compared to the same period in the prior school year, then the parties will continue their efforts to reduce excessive absenteeism through messaging during FY24. If the routine sick leave use does not drop by a minimum of 5.0% as set forth above, the District shall have the right to reopen the contract relative to cost items and sick leave.
  2. Given the importance of minimizing excessive absenteeism, it is agreed that educators deemed to have abused sick leave may be disciplined.
- D. Educators shall be given a written accounting of their accumulated sick leave upon request.
- E. If an educator uses no sick leave during a school year, the educator may choose either a bonus payment equal to a per diem, to be paid at the end of that school year, or a bonus day off, to be taken during the next school year; provided, however, that the paid day off is approved by the Superintendent or his designee. The same notification procedure for a bonus day off shall be used as set forth in Article 15, Temporary Leaves of Absence. The educator may decide to give up a bonus day at any time during the next school year, after which the payment of the per diem will be made in the next pay period. The voluntary donation of a sick leave day to the Sick Leave Bank does not constitute the use of a sick leave day within the meaning of this paragraph.
- F. Sick Leave Bank
1. The Board agrees to establish a Sick Leave Bank to cover educators in the event of a long-term illness. The Sick Leave Bank shall be administered by a committee, hereinafter called the "Administrative Committee," composed of three (3) members of the Association appointed by the President and three (3) members appointed by the Superintendent. Each member shall serve for one (1) year and until a successor shall be appointed. The Administrative Committee shall meet at least monthly. A majority of the members present shall constitute a quorum and a majority vote of those present and voting shall decide all questions. Except in the case of school vacations, sick bank determinations shall be made within five school days of the request with necessary related documentation.
  2. Each educator wishing to be covered agrees to donate one (1) day from the fifteen (15) days that educator is allowed to accrue in a one-year period to be deposited in said Bank, such day to be deducted from the educator's annual sick leave.
    - a. Educators may enroll any time after employment if they have a sick leave day to contribute.

- b. Each succeeding school year will be a new enrollment period.
3. Members shall become eligible to request extended benefits from the Sick Leave Bank, after a severe, incapacitating illness or disability of fifteen (15) calendar days, provided they have exhausted all of their accrued sick leave.
  - a. Guidelines for application by a member to the Sick Leave Bank shall be determined by the Administrative Committee and published by said Administrative Committee. These guidelines shall be made available to all educators who contribute to the sick bank and posted in the Employee Handbook.
4. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Administrative Committee, a member may be granted up to thirty (30) additional days of sick leave.
  - a. Should a member with less than three (3) years of service in the School District still be disabled after this time, the member may present the case for review one (1) more time.
  - b. Should a member with more than three (3) years of service in the School District still be disabled after this time, the member may present the case for review three (3) more times.
5. In the event the Board or the Superintendent questions a recipient's eligibility to receive sick leave benefits from the Sick Leave Bank, the Board or the Superintendent may require proof that such recipient is eligible to receive such benefits as well as a physician's certificate certifying to the disability or illness of such recipient.
6. The total number of days in the "Bank" shall not exceed in any one calendar year a number equal to one (1) day times the number of educators enrolled.
  - a. If the number of days in the "Bank" falls below 30 in any given year, members of the sick bank will be given the option to donate another day for that given year to replenish the "Bank" for the balance of the year.
7. In accordance with current practice, sick bank balances are reset on the first day of each fiscal year.
  - a. All unused days from the previous year will be discarded; provided, however, any educators who are receiving benefits under Article 14, F shall continue to receive these benefits until their entitlements are exhausted.
  - b. Notwithstanding any provision of this agreement, once the sick bank reaches a zero balance all withdrawals shall cease until a positive balance is reestablished.
  - c. No retroactive awards shall be made.
  - d. In no event may the sick bank be allowed to have a negative balance.
8. Days absent while on leave shall not be counted to determine if an educator has taught the requisite years as set forth in New Hampshire R.S.A. 189:14-a, and nothing in

this Section F shall be construed to exceed or in any way limit the Board's or the Superintendent's rights under R.S.A. Chapter 1 89 or any other provisions of the Revised Statutes Annotated.

## ARTICLE 15 TEMPORARY LEAVES OF ABSENCE

- A. Educators will be entitled to the following temporary leaves of absence, with full pay, each school year:
1. Personal Leave-Two (2) days leave of absence for personal or legal business, household or family matters or for the observance of religious holidays. An educator desiring such leave must request the leave five (5) school days prior to the leave day. In the event of an emergency, the educator will follow the normal sick leave procedure for calling in. Leave of absence for personal or legal business, household or family matters are to be used for sound, pressing and unavoidable reasons only. Such leave cannot be used to extend a vacation week or a long weekend. Long weekends are defined as a Monday or Friday or Thanksgiving break when schools are closed to celebrate a holiday. The proper use of leave of absence for personal or legal business, household or family matters or for the observance of religious holidays may be subject to verification provided that the Superintendent has a bona fide reason to believe that the day was not taken in compliance with the aforementioned provisions. Additional personal days may be granted by the Superintendent in the event that both personal days are used for work restricted religious observances.
    - a. If during any school year an educator uses no personal leave and no sick leave, that educator shall be eligible for an additional bonus day under the provisions which are set forth in Article 14, E of this Agreement.
  2. Bereavement Leave
    - a. Five (5) consecutive days leave of absence because of death in the immediate family of the educator only, provided, however, that two (2) of these days may be reserved for dealing with matters arising out of settling the decedent's estate to be used within a reasonable period of time after death and with at least five (5) days' notice. Immediate family is hereby defined to mean spouse (by way of domestic partners, civil unions or marriage), parents, children, brothers, sisters, mother-in-law or father-in-law, or a blood relative or ward residing in the same house. No distinction shall be made between blood or step relations.
    - b. In addition to the bereavement leave of absence provided for the immediate family as defined herein, the educator is entitled to one (1) day of leave to attend the funeral of a relative not listed in the preceding sentence and for the death of a long standing (10+ years) close and personal friend.

Additional time may be granted at the discretion of the Superintendent and/or his/her designee.

3. Military Reserve Training Leave - Military reserve training leave, with pay, will be available to an educator up to a maximum of ten (10) working days during the contract year if such training is unavoidable and required by the military and if such training is not available during non-school days, two (2) days of which shall be charged as personal leave as set forth in A-1 of this Article.
  4. Jury Duty - The Board recognizes the civic responsibility of its educators, who are randomly selected to serve on a jury. Educators shall notify the Superintendent in writing immediately after being summoned to appear for jury duty. The educator shall be paid the difference between that educator's salary and the payment received for jury duty. In the event the Superintendent is unable to hire a qualified substitute, the educator shall make a written request to the Clerk of Court for a waiver. If the clerk does not grant the waiver, then the Superintendent shall grant a paid jury duty leave. If an educator is dismissed from jury duty prior to 1:00 p.m., the educator shall return to work.
  5. Professional Leave
    - a. Upon approval of the District Staff Development Committee (DISCO) and the Superintendent of a preplanned activity, educators will be granted a professional day to participate in out-of-district professional development during the so-called educator workshop day.
    - b. Official delegates and official members elected to the NEA-NH Assembly of Delegates will be granted leave for one (1) day to attend the annual New Hampshire Assembly of Delegates Meeting, provided, however, that the total number of leave days under this Section shall not exceed four percent (4%) of the Association membership.
  6. Association members, designated by the MEA President, shall be granted a leave of absence in order to conduct preplanned official Association business, such as attending meetings, workshops and conferences. The total number of leave days under this Section shall not exceed three percent (3%) of the Association membership. No more than one half of one percent (.50%) of the membership will be designated for any particular day. The Association shall pay the costs of the substitute for each day used.
- B. The MEA President, or the Vice President in the absence of the President, will be granted the last one hundred eighty (180) minutes of the teaching workday to attend to Association matters. For the 2024-2025 school year, the MEA President shall be reassigned to the District offices and shall work on educator certification/recertification, professional development, and such other responsibilities reasonably directed by the Superintendent. This assignment shall be reevaluated prior to the 2025-2026 School Year to determine if the arrangement should be continued and is still meeting the parties intended objectives. This

provision shall only apply to the extent the then President possesses the skills and temperament for such an alternative assignment.

C. Unless otherwise agreed, if Good Friday falls on the day before the start of April school vacation, the school calendar shall reflect that it is a non-school day.

D. Restoration of Leave

1. The following applies in the event that school is cancelled and there is no remote instruction on a day when the educator has a scheduled day off:

a. Personal leave day shall be restored if requested with an explanation that the personal, legal business, household or family matter could not be completed by the educator. This request shall occur within 25 school days. All other provisions of Article 15, A-1 will continue to apply.

b. Sick days shall be restored, subject to verification, in accordance with Article 14, A1. All other provisions of the CBA language regarding sick days will apply.

2. No days will be drawn from sick bank on any non-remote school cancellation day.

3. Professional days will be restored if the educator is unable to attend.

4. Additional days may be requested for bereavement according to this Article 15.

Restoration of any type of days shall be as soon as reasonably possible.

## ARTICLE 16 EXTENDED LEAVES OF ABSENCE

A. Before an extended leave commences, educators will be given and sign, within twenty-one (21) days from receipt, a memo describing the terms of any extended leave set forth in this Article and failure by the educator to comply with such terms shall immediately terminate any and all obligation, contractual and otherwise, of the Manchester School District.

B. A leave of absence, without pay or any other benefits, of up to two (2) years will be granted to any educator who joins the Peace Corps, or VISTA. Upon return from such leave, an educator will be placed on the salary schedule at the level that educator would have achieved had that educator remained actively employed in the system during the period of the educator's absence.

C. Military leave, without pay or any other benefits, of up to five (5) years will be granted to any educator who is inducted or enlists or is called to active duty in any branch of the Armed Forces of the United States. Upon return from such leave, that educator will be placed on the salary schedule at the level which would have been achieved had that educator remained actively employed in the system during the period of the educator's absence.

D. A leave of absence, without pay or any other benefits, of up to one (1) year will be granted for the purpose of caring for a sick member of the educator's immediate family. Additional leave may be granted at the discretion of the Board.

E. Parental Leave



An educator who has taught for one (1) full school year with the Manchester School District under an individual contract as set forth in Appendix A shall be entitled to to Paid Childbearing Leave, Parenting leave and unpaid extended parenting Leave (referred to collectively as ‘Parental Leave’) for the birth, adoption, or placement of a child under the following conditions:

1. General Conditions:
    - a. The educator shall notify the Superintendent of the anticipated start date of leave at least twelve (12) weeks in advance, except in the case of emergencies.
    - b. All leave time granted to the educator under these provisions will run concurrently with any leave time the educator may be entitled to under the Family Medical Leave Act (FMLA).
  2. Paid Childbearing Leave~ The period of temporary disability resulting from pregnancy, childbirth, or related medical conditions shall be treated as personal illness under Article 14, Sick Leave and shall follow all provisions therein.
    - a. In the event the anticipated delivery date falls within the first month of a new school year, leave requested pursuant to this Section shall commence at the beginning of that new school year.
  3. Parenting Leave ~ Up to thirty sixty (60) days of parenting leave shall be granted to an educator for the birth, adoption, or placement of a child.
  4. Unpaid Extended Parenting Leave ~ Leave without pay may be granted or extended, upon request, to educators for periods of time in excess of that provided under FMLA but not to span more than two (2) successive school years under the following conditions;
    - a. Leave may be granted for the balance of the school year. Requests for leave which span into a second school year will be approved only until the end of a trimester at the preschool/elementary level or the end of a semester at the middle/high school level, or for the entire school year, as requested by the educator.
    - b. The educator may continue participation in group insurance programs with the understanding that the Board will continue to pay the Board's portion of the premium(s) for three (3) months, after which the educator will be responsible for the full amount of the monthly premiums.
  5. NH Paid Family Medical Leave Insurance ~The District shall offer NH Paid Family Medical Leave Insurance to those who wish to enroll under the following conditions:
    - a. The District shall pay 50% of the premiums and the employees shall pay any remaining premiums through normal payroll deductions.
    - b. The insurance shall cover at least six (6) weeks of eligible leave and shall be subject to the terms and conditions of the program.
- F. All benefits to which an educator was entitled at the time the educator’s leave of absence commenced, including unused accumulated sick leave, will be restored to that educator.

- Further, that educator will be assigned to the same position held at the time said leave commenced, if available; or if not, to a substantially equivalent position, i.e., primary (PK-4); middle (5-8); or high school (9-12) and to teach the curriculum of that level and/or designated subject(s) within a department. In any event, educators who qualify to teach outside their previous position by virtue of their teaching credentials may teach in another level or department if it is mutually agreeable to the individual educator and the Board.
- G. Days absent while on leave shall not be counted to determine if an educator has taught "one or more" or "three or more" years as set forth in New Hampshire R.S.A. 189: 14-a. and nothing in this section shall be construed to exclude or in any way limit the Board's or the Superintendent's rights under R.S.A. Chapter 189 or any other provision of the Revised Statutes Annotated.
  - H. Other leaves of absence, without pay or other benefits, may be granted by the Board for any good reason and for such period as the Board may determine.
  - I. Except in the case of a bona fide emergency beyond the control of the educator, all leaves taken pursuant to this Article 16 must, at the option of the Superintendent, begin either at the beginning of a marking period or at the beginning of the school year.
  - J. Any educator returning from a leave of absence shall return only at the beginning of a school year except as provided in Article 16, E above or as otherwise provided by the Board.
  - K. Except in emergencies, all requests under this Article for leaves of absence for the following school year(s) shall be made no later than March 1. All requests for extensions or renewals of leaves will be applied for and granted in writing. Such requests shall be made by March 1.
  - L. Educators on leave of absence shall notify the Superintendent, in writing, between January 1 and March 1 of their intent to return to work at the start of the following school year in order to qualify for assignment for a position for the following school year.
  - M. Educators returning from leaves of absence of up to twenty-four (24) consecutive months shall have the right to their former position, if available. If the former position is not available, or if the leave lasts longer than twenty-four (24) consecutive months, including those educators who have accepted a non-bargaining unit position, such educators shall have the right to an equivalent position as defined in paragraph F of this Article. Upon return from leaves of absence, educators shall be placed on the salary schedule at the level they would have achieved the year next following the date of the beginning of the leave.
  - N. An educator may take a professional leave of absence to work in a promotional position (Assistant Principal, Principal, Director or Coordinator) within the Manchester School District. Educators taking this type of professional leave to work in a non-MEA bargaining unit position shall have a two (2) year grace period during which their teaching seniority shall be retained. Upon returning to the bargaining unit within the 2 - year grace period, an educator shall be placed on the salary schedule and seniority list at the level the educator would have achieved had the educator remained actively employed in the system during the period of the educator's absence.

- O. An educator with a minimum of 5 years of continuous teaching experience in the district prior to working as an administrator in Manchester School District may return to the bargaining unit (MEA) at the same seniority level at which he/she left if his/her administrative position is eliminated due to a reduction in force. Teaching and administrative service must be continuous in the district.

#### ARTICLE 17 SABBATICAL LEAVES

- A. Upon recommendation by the Superintendent of Schools, sabbatical leaves will be granted to members of the teaching staff by the Board for selection by a local, state or national program which requires such a leave to complete/attend/serve in the program or full-time study in the United States at any regionally accredited graduate school or at a foreign school approved by the Superintendent, including study in another area of specialization, subject to the following conditions:
1. The educator has completed at least seven (7) consecutive full school years of service in the Manchester School District.
  2. Request for full time study sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent no later than November 15 of the year preceding the school year for which the sabbatical leave is requested. Complete and detailed outline or work and/or study to be performed during the period of leave shall be provided in the request for leave. Requests for sabbatical for program selections shall be made as soon as reasonably possible by the educator, but no later than one month after receiving acceptance into the program.
  3. Each educator must agree to return to service in the Manchester Public Schools immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed statement in the format of a notarized promissory note shall stipulate that failure of the educator to provide such service shall result in the obligation to reimburse the Manchester School District a proportional part of the salary paid to that educator during sabbatical leave determined by the fraction of the two (2) years not served following the leave.
- B. All sabbatical leaves shall be for a full Manchester school year (i.e., July 1 through June 30) and educators will be paid by the Board at fifty percent (50%) of the salary rate which they would have received if they had remained on active duty. The salary rate shall only include the compensation set forth in Appendices B and D. Also, educators will receive a payment not to exceed one-half (1/2) of what the Board shall be required to pay for Hospital/Medical Insurance pursuant to the provisions of Article 8. Educators will be given credit towards salary increment while on sabbatical leave.
- C. The Superintendent shall inform each applicant in writing of the action to be recommended on the request for full time study sabbatical leave no later than December 15 of the school

- year preceding the school year for which the sabbatical is requested. The Board shall notify the educator of its intent relative to the request for sabbatical leave by January 15.
- D. In the case of program selections, the Superintendent shall inform each applicant, in writing, of the action to be recommended on the request for sabbatical leave no later than one month after receiving the request from the educator. The Board shall notify the educator of its intent relative to the request for sabbatical leave no later than one month after receiving the application from the Superintendent.
  - E. Approval of leave shall specify the work and/or study to be performed and failure to abide by the terms and conditions of such approval shall automatically result in pro rata adjustment or cancellation of salary or reimbursement to the Board of all or part of salary paid to date.
  - F. The Board agrees to fund at least three (3) sabbatical leaves each year and to make every reasonable effort to fund two (2) additional sabbatical leaves each year.

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**SECTION FIVE**

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**ARTICLE 18 EDUCATOR EVALUATION**

- A. The Board and the Association recognize that an important element in the management and development of educators is a program of regular evaluations. Such a program will be administered in a fair and equitable manner, with the goal being a true measure of an educator's performance. If an educator's performance fails to meet expectations, the written evaluation will identify the problem areas and the educator will be encouraged towards improvement.
- B. All monitoring or observation of the work performance of an educator will be conducted openly and with full knowledge of the educator. Each educator will be evaluated in accordance with the Evaluation Handbook in effect at the time. The Evaluation Handbook shall include a pre- and post- conference. The supervisor and/or administrator will meet with the educator to review the upcoming week's instructional plan and then the educator will be evaluated sometime in the upcoming week. A post-conference will be held to review the observation.
- C. Educators will be given a copy of any evaluative report prepared by their supervisors immediately upon completion of such report or no later than fifteen (15) working days from when the evaluation occurred. Non-probationary educators will indicate their choice of accepting or waiving a conference regarding the "Interim Assessment" prior to that report being filed. No "Professional Assessment Instrument" shall be submitted to the school administration, placed in the educator's file or otherwise acted upon without a prior conference with the educator, who may comment on the contents of such report on a separate document which shall be attached to the report and placed in the educator's file. There shall be no obligation on the part of the Administration or Board to respond to the educator's comments and if no response is made, it shall not be considered an acceptance of the agreement with the educator's comments. An educator shall sign a separate statement that the educator has been given any such report referred to in the first sentence of this paragraph and if the educator refuses to sign the separate statement, that refusal shall be noted on the statement. The report referred to in the first sentence of this paragraph and the statement relating to the refusal may then be submitted to the School Administration, placed in the educator's file or otherwise acted upon.
- D. If, after evaluation, deficiencies are observed in classroom management, instructional skills and/or professional preparation, such deficiencies shall immediately be brought to the attention of the educator. The educator's immediate Supervisor, Principal, Superintendent, and Assistant Superintendents shall determine appropriate corrective action designed to help correct such deficiencies and shall provide assistance to implement such action.

## ARTICLE 19 EDUCATOR RIGHTS

- A. No educator will be disciplined or reprimanded without just cause or be required to appear before the Board of School Committee in a disciplinary proceedings without seventy-two (72) hours prior notice. The specific grounds for the discipline shall be provided to the educator and the Association in accordance with the requirements of due process.
- B. Disciplinary action shall normally be progressive in nature and shall generally follow the following steps in addressing infractions:
  - 1. documented oral warning
  - 2. written warning
  - 3. written reprimand
  - 4. disciplinary suspension
  - 5. termination
- C. Notwithstanding, the Superintendent shall have the right to immediately proceed to more serious discipline, up to and including termination, based upon the severity of the infraction.
- D. The administration shall inform an educator of the right to have an Association representative present during any investigatory interview which may lead to disciplinary action against the educator prior to any such meeting. Such meeting shall be delayed until such time as an Association representative can be present, if so requested by the educator. The educator may invoke the right to representation at any time during the investigatory interview.
  - 1. If the circumstances require that the interview be suspended while Association representation is secured, any action taken shall up to that point shall deemed be provisional only and subject to revision following resumption of the interview in the presence of the Association representative.
- E. Nothing herein shall be construed to prevent the administration from immediately placing an educator on paid administrative leave pending the outcome of an investigation or to restrict any member rights as he/she has under the laws of New Hampshire and the United States or other applicable laws, decisions, and regulations. Accordingly, the rights granted to educators herein shall be deemed to be in addition to those provided elsewhere.

## ARTICLE 20 EDUCATOR PERSONNEL FILES

- A. Educators shall receive copies of any material which will have an effect on the educator's evaluation placed in his or her file and the educator shall sign a document indicating that he or she has had an opportunity to review the material. Such a signature shall only indicate that the educator has seen the material and does not indicate agreement with the contents of such material being filed. An educator shall have the right to give a written response to such material and request that it be attached.
- B. Any material removed from an educator's file shall be replaced by a written dated notice stating what material was removed.

- C. Access to an educator's personnel file shall be limited to the educator, the administration (defined as the Superintendent of Schools, the Assistant Superintendent of Schools, the building principal and/or the appropriate director for the educator) and the members of the school board or the educator's designated representatives. Upon reasonable notice, an educator shall be able to review and make copies of documents contained therein provided that pre-employment confidential references shall be excluded.
- D. An educator's personnel file will be cleared of documented verbal warnings after a period of eighteen (18) months from the date of the warning provided there are no similar infractions committed during the intervening period.
- E. An educator's personnel file will be cleared of written reprimands after a period of thirty-six (36) months from the date of the reprimand provided there are no similar infractions committed during the intervening period.
- F. An educator's personnel file will be cleared of suspension notices after a period of sixty (60) months from the date of the suspension provided there are no similar infractions during the intervening period.

## ARTICLE 21 PROFESSIONAL LEARNING AND EDUCATIONAL IMPROVEMENT

### A. Course Reimbursement

1. The Board will pay eighty-five percent (85%) of the cost of tuition, required course textbooks/ebooks and required fees for courses taken with the approval of the Superintendent at accredited colleges, universities or professional training schools. If the educator does not have a Masters' Degree, the educator must be enrolled in a course of study leading to a Masters' Degree, but if the educator already has a Masters' Degree, the Board will pay such portion of the cost of tuition, required course textbooks/e-books and required fees for courses taken with the approval of the Superintendent.
2. The Superintendent may, in his/her sole discretion, which shall not be exercised in an arbitrary or capricious manner, approve the payment of eighty-five percent (85%) of the cost of tuition, required course textbooks/e-books and required fees for: a) other graduate courses, and b) only those undergraduate courses in subject areas to which educators are currently assigned. Both graduate courses and undergraduate courses referred to in the preceding sentence must be taken at accredited colleges, universities, or professional schools.
3. Requests for approval must be made to the Superintendent at or prior to the time of registration in order to receive reimbursement. Request forms shall be made available by the Principal. Courses must have received the prior approval of the Principal and Superintendent.

4. The Board shall expend not more than Two Thousand Five Hundred dollars (\$2,500) annually per educator for such courses; provided however, that the total expenditure shall not exceed One Hundred Twenty Thousand dollars (\$ 120,000.00).
5. Should unexpended funds be available at the close of the current fiscal year, educators may be reimbursed for additional expenditures for tuition, required course textbooks/e-books and required fees for courses after their original allocation of \$2,500 is exhausted. Educators will be reimbursed based on the date of submittal to the District Office. Requests for additional funds under this paragraph must be received in the District office by June 1. The course must have received prior approval of the Principal and Superintendent.
6. In no case will the reimbursements exceed the total allocation for the given fiscal year.

B. Continuing Professional Development

1. The Board shall also allocate One Hundred Thousand dollars (\$100,000) excluding the costs for substitute educators, meals (unless included in the registration fees), lodging, and transportation for the reimbursement of registration fees for staff development which are approved by the Superintendent.
  2. In no event shall an Educator be reimbursed more than Five Hundred dollars (\$500) annually per educator for such professional development, typically allocated in the amounts of \$250 for two of the three periods (summer, fall and spring) excluding funding from other sources, nor be granted more than five (5) paid professional days per year to attend seminars, workshops and conferences.
  3. The annual allocation shall be divided into 30 percent, 35 percent, and 35 percent, respectively, for the summer, fall, and spring periods.
  4. Should unexpended funds be available at the close of the current fiscal year, educators may be reimbursed for additional expenditures for staff development after their original allocation of \$500 is exhausted. Educators will be reimbursed based on the date of submittal to the District Office. Requests for additional funds under this paragraph must be received in the District office by June 1. The staff development must have received prior approval of the Principal and Superintendent.
  5. In no case will the reimbursements exceed the total allocation for the given fiscal year.
- C. The District shall conduct an annual school survey in each school related to such areas as facilities, resources, programming, and professional learning. The results of the surveys will be used to guide the District's actions in areas of professional development and programming.
- D. The Board shall have the right to require educators to take extra credits, when those credits are necessary for the proper fulfillment of their duties due to changing circumstances in their field, provided that the Board shall reimburse the educator for the full cost of tuition, books



and fees and shall pay travel expenses for courses taken outside of the immediate vicinity of Manchester, at the IRS rate.

- E. If educators are required to teach outside their certification endorsements, the Board shall reimburse the educator for the full costs of courses and workshops taken to gain the appropriate endorsement. Such costs shall include tuition, textbooks, required fees including fees charged by the State Department of Education for the acquisition of any new endorsements and mileage for educational travel expenses away from the immediate vicinity of Manchester. The Board shall attempt, when practical, to hold courses and workshops in Manchester. The annual maximum payment per educator under this section per fiscal year shall be \$2,400 (\$ 1,200 per semester).
- F. The District shall fund \$60,000 per year for student loan repayment stipends. Any educator hired at step one may participate in a voluntary student loan repayment incentive program. To enroll in this program, the educator must agree to work for the District for a minimum of three years from the date of application. Upon enrollment, the educator shall be eligible to receive \$1,000 net of mandatory deductions per year towards repayment of that educator's student loans for three years. Payment shall be made during the last pay period of the school year. Educators enrolled in this program must indicate by April 30<sup>th</sup> their willingness to accept a contract for the ensuing year. Educators that do not accept a contract for the ensuing year shall forfeit any student loan stipend payable thereafter. If there are not enough first year educators that apply, second- and third-year educators may apply. If more educators apply then the money budgeted will allow, enrollment shall be determined by lottery.

## ARTICLE 22 VACANCIES

- A. Whenever a vacancy arises, the Superintendent:
  - 1. shall promptly notify the Building Principal who shall post a notice of same.
  - 2. shall also notify the Association and all educators in writing via email.
- B. Educators may apply in writing by March 1 for a change of school and/or grade assignment to commence at the beginning of a school year and shall be considered whenever such a vacancy occurs provided however, that the foregoing shall not be construed to limit an educator's ability to apply for a change of school and/or grade assignment at any time.
- C. If an educator has eleven (11) years or more of experience in the School District, he/she may exercise the option to apply in writing within five (5) days of the posting date for a transfer to any position for which he/she is certified which is contained on a vacancy notice. Educators will have 5 school days from notification to accept or reject the seniority transfer offer. If the offer is rejected, the position will be offered to the next senior applicant who applied. The Association shall be notified of the positions offered and filled. Assignments and such notifications shall generally take place within fifteen (15) days of the posting.
- D. The Superintendent will grant ten (10) such requests based on seniority and the number of available positions and may grant such additional requests in his/her sole discretion,

which shall not be grievable. Transfers will be made by the Superintendent at the close of the year. In accordance with applicable provisions of this Agreement, the Board shall post the positions entitled Building Level Instructional Leader (BLIL), and shall make annual appointments of teachers to those positions. A BLIL shall not be appointed for more than five consecutive terms, unless there are no other qualified applicants for the same position. The BLIL grievance settlement of January 2013 is hereby incorporated by reference.

## ARTICLE 23 PROMOTIONS

### A. Promotional positions are:

#### 1. BARGAINING UNIT

- a. Elementary Reading Supervisors Elementary
- b. Teaching Assistant Principals
- c. School Psychologists
- d. Building Level Instructional Leaders
- e. Reading/Math Supervisors
- f. Elementary Physical Education Coordinator
- g. Curriculum Implementation Specialists

#### 2. NON-BARGAINING UNIT

- a. Principals
- b. Assistant Principals
- c. Non-Affiliated Administrators, Directors and Coordinators

#### 3. EXTRACURRICULAR ACTIVITIES

- a. Personnel as listed in Article 8, D

#### 4. INTERSCHOLASTIC ATHLETICS PERSONNEL

#### 5. A newly created promotional position which:

- a. is for at least one full school year, i.e., September through June,
- b. is a position which, by itself, carries an additional salary beyond the salary schedule set forth in Appendix D, and
- c. is not an extracurricular or extra duty assignment set forth elsewhere in this Agreement.

### B. All vacancies in promotional positions specified in Section A of this Article, will be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice of all temporary vacancies shall be posted on a bulletin board in each school as far in advance as practicable and will be sent to all educators (including the Association) via email, ordinarily at least fifteen (15) school days before the final date when applications must be submitted, and in no event less than ten (10) school days before such date.

- a. A notice of all known permanent vacancies shall be provided by February 1 of each year.

2. During the summer vacation period, the Superintendent shall provide notice on the School Districtwide Website and will send to all educators (including the Association) via email a list of promotional positions which are vacant; and
  3. In addition, the Superintendent shall, within the same time periods, post a list of promotional positions to be filled on a bulletin board at the Administration Office
- C. If the vacancy is caused by the death of an educator when school is in session, it shall be filled by a temporary replacement educator in accordance with Article 11, A-4. Such positions shall be reposted as a permanent position for the following school year. Educators who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, or designee, within the time limit specified in said notice.
- D. Educators who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice which shall in no event be less than fifteen (15) days after the date the notice was posted and recorded.
- E. In all notices set forth above, the qualifications for the position, its duties, and the rate of compensation, and to whom the application is to be sent will be clearly set forth. All qualified educators will be given adequate opportunity to make application for such positions. Appointments will be made not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the interested educators. If a vacancy occurs in a promotional position specified in paragraph A above during June or July, appointments will be made not later than ninety (90) days after the giving of notification required by paragraph above.
- F. The Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling such vacancies, preference will be given to qualified educators already employed by the Board. The Superintendent will inform educators in writing within two (2) weeks after election by the School Board of the reason(s) why they were not promoted; provided, however, neither the actual selection for the promotion or the reasons given for not being selected for promotion shall be subject to the grievance procedure.
- G. The following shall have a Master's Degree as a mandatory qualification for appointment: Department Heads (Building Level Instructional Leaders), Director of Fine Arts, Elementary School Physical Education Director, School Counselors, Reading Supervisors, School Psychologists, Elementary Teaching Assistant Principals, and Learning Disabilities/Elementary Special Needs Supervisor.
- H. In accordance with applicable provisions of this Agreement, the Board shall post the positions entitled Building Level Instructional Leader (BLIL) and shall make annual appointments of educators to those positions. A BLIL shall not be appointed for more than five consecutive terms, unless there are no other qualified applicants for the same position. The BLIL grievance settlement of January 2013 is hereby incorporated by reference. Appointments to a BLIL position will be published in the first Personnel Report in August.

## ARTICLE 24 INVOLUNTARY TRANSFER

- A. When a transfer is required and the educator does not wish to accept the transfer voluntarily, the Superintendent may implement the change as an involuntary transfer. The educator shall be notified as soon as practicable that a transfer is being considered and shall be notified of the reason for the transfer by the appropriate administrator(s) involved.
- B. An involuntary transfer will be made only after a meeting between the educator involved and the Superintendent if such meeting is requested by the educator.
- C. When an involuntary transfer is necessary, an educator's area of certification and major or minor field of study will be considered.
- D. Educators being involuntarily transferred will be informed in person and shall also be notified of relevant vacancies known and existing at the time the transfer decision is being made. Educators will be able to indicate their preference of assignment to the appropriate administrator involved and this preference will be given consideration.
  1. An educator being involuntarily transferred will be granted time to visit the new assignment prior to reassignment.
- E. Whenever involuntarily transferred, an educator may resign by giving written notice to the Superintendent within fifteen (15) workdays of receipt of notice of the transfer, or after the grievance procedure, subject to the provisions of paragraph G of this Article, has been exhausted.
- F. The final decision regarding the implementation shall rest with the Superintendent and the actual transfer and implementation shall not be subject to the grievance procedure provided that it is in compliance to the criterion set forth in paragraph G below, and that the transfer has not been arbitrary or capricious. Failure to follow the procedure leading up to the involuntary transfer, as outlined in sections A, B, C, D and E shall be grievable.
- G. In the event that an educator is to be transferred because of a reduction in the number of positions within a school, the educator with the least District wide seniority, as defined in Article 11, B shall be transferred. The educator shall be transferred to another position in that educator's classification, if available, or if not, to a position for which the educator is certified. If no position is available in the educator's classification or certification, then the Superintendent shall utilize the provisions of Article 11, B of this Agreement.

## ARTICLE 25 EDUCATOR FACILITIES AND TEXTBOOKS

- A. Both parties to this contract agree that adequate physical facilities in schools are necessary to assure quality education. Such items as adequate faculty lounges, good educator restrooms, educator work areas in classrooms and private dining areas and parking facilities are desirable.
- B. The Board agrees that it will provide sufficient curriculum and related materials to ensure that each pupil in a classroom has the required items for that pupil's own use.

1. Educators will be included in the curriculum and related materials selection process per the District policy.
2. The final determination of curriculum and related materials will be made by the Board and such selection shall not be subject to the grievance procedure provided in Article 5.

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**SECTION SIX**

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**- ARTICLE 26 PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of an educator shall be the concern of and warrant the attention of the Board only as it may, directly or indirectly, prevent the educator from properly performing the educator's assigned functions during duty hours or be in violation of local or state law.
- B. Religious or lawful political activities of an educator conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to the educator's professional employment. The Association and the Board agree that they will not take any action against any educators for their participation in any lawful activities conducted outside duty hours and off school property with regard to religious, political or teacher organizations.
- C. The Board and the Association agree that academic freedom is basic to the attainment of the educational goals of the Manchester Public Schools as set forth in District policy and/or the Employee handbook.

**ARTICLE 27 ASSOCIATION PRIVILEGES**

- A. There will be no reprisals of any kind taken against any educator by reason of membership in the Association or participation in its lawful activities.
- B. The agenda of regular school Board meetings and the minutes of same shall be placed in the Association's mailbox when completed. The Board will, upon request, provide the Association with any non-confidential and non-personal documents which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the educators and their students, together with any other non-confidential information which may be necessary for the Association to formulate programs or process grievances under this Agreement.
- C. The Administration will, upon request, provide the Association with new or revised forms used to administer benefits arising out of this Agreement.
- D. The Association will have the right to place notices, circulars, and other material in educator's mailboxes provided that such materials shall not relate to local, state or national political matters. Copies of all such material will be given to the Principal, but the Principal's advance approval will not be required.
- E. Association representatives shall be given reasonable opportunities to speak to new educators at district-directed orientation days that are a condition of employment and to all staff at opening day building staff meetings, and at other times as agreed upon with district or building administration.

**ARTICLE 28 DUES DEDUCTION**

- A. The Board agrees to deduct from the salaries of its educators' dues for the Manchester Education Association/NEA-NH, as said educators individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. Educator authorizations will be in writing as set forth in Appendix G.
- B. The Association will certify to the Board, in writing, the current rate of its membership dues and will give the Board thirty (30) days written notice prior to September 1 of the year of any such change.
- C. Dues deduction procedure will be as follows:
  - 1. Dues will be deducted every pay period for fifteen (15) periods from the 5th payday of the year to the 19th payday of the year, inclusive.
  - 2. The Board will not be required to honor any authorizations that are delivered to it later than October 15.
  - 3. Excepted from the October 15 cut-off date will be new educators hired after September 30. If such new educators submit a Dues Authorization Card within thirty (30) days of their appointment, they shall have all such dues deducted in equal amounts for the remainder of fifteen (15) pay period deduction schedule.
- D. If paragraphs E-G below are deemed illegal, any educator who is in the bargaining unit and is not a member of the Association but wishes to be represented by the Association in grievances shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of the Association. Should there be a dispute between an educator and the Association and/or the Board, relating to such grievances or costs, the Association agrees to defend, indemnify and hold the Board harmless in any such dispute.
- E. Although it is agreed that union membership is not a mandatory condition of employment, educators covered by this Agreement shall be required, for as long as it is permitted by law, to pay an agency service fee in an amount not to exceed the union dues for the purpose of administering the provisions of this Agreement. educators have the right to object to payment of an agency fee and the union shall justify what portion of the agency fee may constitutionally be collected from an objecting educator. The Association shall notify the District in writing the amount of the fee annually. The unit member paying the fee shall be able to use the payroll deduction to pay the fee in the same manner that Association members have dues deducted.
- F. The Association will certify to the District, in writing, the current rate of the service fee. Any changes to the rate of its union membership dues or service fee must be provided to the District in writing thirty (30) days in advance, prior to September 1. The Association is permitted to use District interoffice mail to notify the educators that the fee must be paid within 30 days, however, the District is not responsible for ensuring the payment of such fee.

- G. The union shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.



**ARTICLE 29 DURATION**

The provisions of this Agreement shall be effective as of July 1, 2024, unless otherwise indicated within this Agreement, and will continue in full force and effect through June 30, 2027, and thereafter will automatically renew itself each year unless by June 30, 2026 or June 30 of any succeeding year, thereafter, either party gives written notice to the other of its desire to modify or terminate this Agreement for the 2027-2028 school year or thereafter.

This contract is formally agreed to by the Board of School Committee and signed by the following who hereby declare they are duly authorized to sign.

For the Board of School Committee confirming approval on: November 27, 2023:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Joyce Craig, Mayor/Chairman of the BOSC

By \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Jennifer Gillis, Superintendent Manchester School District

For the Manchester Education Association confirming approval on: November 30, 2023:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Sue Hannan, President MEA Board

By \_\_\_\_\_ Date: \_\_\_\_\_  
Bob Fuller, Vice-President MEA Board

ARTICLE 29 DURATION

The provisions of this Agreement shall be effective as of July 1, 2024, unless otherwise indicated within this Agreement, and will continue in full force and effect through June 30, 2027, and thereafter will automatically renew itself each year unless by June 30, 2026 or June 30 of any succeeding year thereafter, either party gives written notice to the other of its desire to modify or terminate this Agreement for the 2027-2028 school year or thereafter.

This contract is formally agreed to by the Board of School Committee and signed by the following who hereby declare they are duly authorized to sign.

For the Board of School Committee confirming approval on: November 27, 2023

By *Craig Mayo* Date 12/20/23  
Craig Mayo, Chairman of the BOSC

By *Jennifer Gillis* Date 12/22/23  
Dr. Jennifer Gillis, Superintendent, Manchester School District

For the Manchester Education Association confirming approval on: November 30, 2023

By *Sue Hannan* Date 12/22/23  
Sue Hannan, President MEA Board

By *Bob Fuller* Date 12/22/23  
Bob Fuller, Vice-President MEA Board

INDIVIDUAL CONTRACTS

The Board of School Committee of the City of Manchester School District, New Hampshire hereby agrees to employ \_\_\_\_\_ at Level \_\_\_\_\_ on the salary scale. The forementioned hereby agrees to serve under the direction of the Superintendent of Schools as an educator in the public schools of said school district.

Said service shall begin on \_\_\_\_\_, provided all pre-employment medical examinations and criminal/background checks have been satisfactorily completed.

This contract is subject to the provisions of the Collective Bargaining Agreement between the Board of School Committee and the Manchester Education Association, the Statutes of the State of New Hampshire, and the rules and regulations of the School Board.

\_\_\_\_\_  
Educator

\_\_\_\_\_  
Clerk of the School Board

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

SALARY SCALES

Plus .10 ~ Gifted and Talented Coordinator

Plus .25 ~ Building Level Instructional Leaders

Plus .15 ~ Title I Supervisor, Elementary Reading Supervisors and Elementary Physical Education Coordinator

Plus .20 ~ Elementary Teaching Assistant Principals

Plus .22 ~ English Language Learners Coordinator and Curriculum Implementation Specialists

TBD ~ Mentors

**\*The Parties shall establish a committee comprised of three union members (chosen by the MEA) and three members appointed by administration to study a feasible and affordable teacher mentoring program and make recommendations, by majority vote, to the union and the administration prior to the beginning of the 2025- 2026 school year. Implementation of such recommendations shall be subject to ratification/approval as required by law.**

**Manchester School District**  
**School Year 2024/2025 Teacher Salary Schedule**

	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>CAGS</b>	<b>DOC</b>
<b>1</b>	\$45,000	\$48,286	\$49,951	\$53,238	\$54,070	\$55,318
<b>2</b>	\$46,098	\$49,680	\$51,472	\$55,056	\$55,951	\$57,296
<b>3</b>	\$47,195	\$50,778	\$52,569	\$56,153	\$57,049	\$58,393
<b>4</b>	\$48,299	\$51,883	\$53,673	\$57,257	\$58,153	\$59,497
<b>5</b>	\$51,034	\$54,617	\$56,408	\$59,991	\$60,887	\$62,231
<b>6</b>	\$54,027	\$57,610	\$59,401	\$62,985	\$63,880	\$65,224
<b>7</b>	\$56,501	\$60,084	\$61,876	\$65,459	\$66,355	\$67,699
<b>8</b>	\$59,235	\$62,819	\$64,610	\$68,193	\$69,089	\$70,433
<b>9</b>	\$61,969	\$65,552	\$67,343	\$70,926	\$71,822	\$73,166
<b>10</b>	\$64,703	\$68,286	\$70,078	\$73,661	\$74,556	\$75,901
<b>11</b>	\$67,763	\$71,347	\$73,137	\$76,721	\$77,616	\$78,961
<b>12</b>	\$70,170	\$73,754	\$75,544	\$79,128	\$80,023	\$81,368
<b>13</b>	\$72,905	\$76,488	\$78,279	\$81,862	\$82,758	\$84,102
<b>14</b>	\$75,639	\$79,222	\$81,014	\$84,597	\$85,492	\$86,837
<b>15</b>	\$79,350	\$82,981	\$84,796	\$88,427	\$89,336	\$90,697

**Manchester School District  
 School Year 2025/2026 Teacher Salary Schedule**

	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>CAGS</b>	<b>DOC</b>
<b>1</b>	\$46,350	\$49,735	\$51,450	\$54,835	\$55,692	\$56,978
<b>2</b>	\$47,480	\$51,171	\$53,016	\$56,707	\$57,630	\$59,015
<b>3</b>	\$48,611	\$52,301	\$54,147	\$57,838	\$58,760	\$60,145
<b>4</b>	\$49,748	\$53,440	\$55,284	\$58,975	\$59,897	\$61,282
<b>5</b>	\$52,565	\$56,255	\$58,100	\$61,791	\$62,714	\$64,098
<b>6</b>	\$55,648	\$59,338	\$61,183	\$64,875	\$65,797	\$67,181
<b>7</b>	\$58,196	\$61,887	\$63,732	\$67,422	\$68,345	\$69,730
<b>8</b>	\$61,012	\$64,704	\$66,549	\$70,239	\$71,161	\$72,546
<b>9</b>	\$63,828	\$67,518	\$69,363	\$73,054	\$73,977	\$75,361
<b>10</b>	\$66,644	\$70,335	\$72,180	\$75,871	\$76,793	\$78,178
<b>11</b>	\$69,796	\$73,487	\$75,331	\$79,023	\$79,945	\$81,330
<b>12</b>	\$72,275	\$75,967	\$77,811	\$81,502	\$82,424	\$83,809
<b>13</b>	\$75,092	\$78,782	\$80,627	\$84,318	\$85,241	\$86,625
<b>14</b>	\$77,908	\$81,599	\$83,444	\$87,135	\$88,057	\$89,442
<b>15</b>	\$81,730	\$85,470	\$87,340	\$91,080	\$92,016	\$93,418

**Manchester School District  
 School Year 2026/2027 Teacher Salary Schedule**

	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>CAGS</b>	<b>DOC</b>
<b>1</b>	\$47,741	\$51,227	\$52,993	\$56,480	\$57,362	\$58,687
<b>2</b>	\$48,905	\$52,706	\$54,606	\$58,409	\$59,358	\$60,785
<b>3</b>	\$50,069	\$53,870	\$55,771	\$59,573	\$60,523	\$61,950
<b>4</b>	\$51,241	\$55,043	\$56,942	\$60,744	\$61,694	\$63,121
<b>5</b>	\$54,142	\$57,943	\$59,843	\$63,645	\$64,595	\$66,021
<b>6</b>	\$57,317	\$61,118	\$63,019	\$66,821	\$67,770	\$69,196
<b>7</b>	\$59,942	\$63,743	\$65,644	\$69,445	\$70,396	\$71,821
<b>8</b>	\$62,843	\$66,645	\$68,545	\$72,346	\$73,296	\$74,723
<b>9</b>	\$65,743	\$69,544	\$71,444	\$75,245	\$76,196	\$77,622
<b>10</b>	\$68,643	\$72,445	\$74,346	\$78,147	\$79,096	\$80,523
<b>11</b>	\$71,890	\$75,692	\$77,591	\$81,393	\$82,343	\$83,770
<b>12</b>	\$74,443	\$78,246	\$80,145	\$83,947	\$84,897	\$86,324
<b>13</b>	\$77,345	\$81,146	\$83,046	\$86,847	\$87,798	\$89,224
<b>14</b>	\$80,245	\$84,047	\$85,948	\$89,749	\$90,698	\$92,125
<b>15</b>	\$84,182	\$88,035	\$89,960	\$93,812	\$94,777	\$96,221

Appendix C

JOB SHARE AGREEMENT

The Manchester School District recognizes (educator) \_\_\_\_\_ and (educator) \_\_\_\_\_ (hereinafter referred to collectively as "Educators") wish to engage in a job-sharing arrangement for one full-time teaching position at (school) \_\_\_\_\_ for the \_\_\_\_\_ School Year.

The terms of the agreement are listed below:

1. The educators agree to share one full-time teaching position. There will be a split of the responsibilities that would normally fall under one full-time position. Dependent on need, alternative splits other than 50/50 may be made. Said parties and Principal \_\_\_\_\_ will work out the exact scheduling details of the split.
2. Educators will each be compensated, in proportion to the agreed to split based upon their prevailing wage step. Since both educators will be working for a full year, they will receive their level increase.
3. To the extent permitted by law, both educators will be able to maintain membership in the New Hampshire Retirement System at the agreed to split/rate.
4. Medical and dental coverage will continue uninterrupted. Unless otherwise agreed, the educators' share will be 50% of the District's share plus the regular employee share.
5. Sick leave and personal days will accrue. One day for the purpose of this job share is equal to the proportionate number of hours based upon agreed to split percentage.
6. Seniority will be maintained.
7. Both educators are to attend parent conferences, faculty meetings and workshops when they are given advanced notification of such meetings and workshops.
8. Both educators agree to this job share arrangement for the School Year \_\_\_\_\_. If one of the educators chooses to end this agreement, then the remaining teacher will be given the following choices before any action can be taken:
  - a. To remain in a job share situation if another job share partner is identified, or
  - b. To accept the position full time.



9. Agree that if one (1) educator in job share declines district insurance (medical and/or dental), the other will have the option of taking dental insurance at 80% / 20 % and/or medical insurance at 82.5% / 17.5%.

I agree to the above terms of the Job Share Agreement:

\_\_\_\_\_  
Educator 1

\_\_\_\_\_  
Educator 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

COMPENSATION AND BENEFITS:

1. Each educator will be paid a percentage of their contract salary as allocated in accordance with the agreed to split and pro-rated for the current School Year and each would receive credit for experience and service for the year.
2. Each educator would be eligible for one-half (or the alternative percentage) of negotiated benefits.
3. Each educator would be entitled to sick days based upon 15 days per year and allocated in accordance with the agreed to split percentage, pro-rated for months of service.
4. Each educator would be entitled to two personal days, pro-rated for the year.

PROFESSIONAL DUTIES:

1. Each educator would attend scheduled parent conferences and staffing regarding individual students.
2. Each educator before or after school as appropriate would offer extra help for individual students, depending on their daily assignment.
3. Each educator would attend all faculty meetings.
4. Each educator would attend all full day workshops.
5. Duties (bus, lavatory, study hall, cafeteria, etc.) will be covered as assigned.

JOB OWNERSHIP:

This job share will be re-evaluated each year and may be terminated by the employee or District at the end of the current school year. If job share terminates, educators may re-apply for another teaching vacancy in the district, but the district is under no obligation to reemploy.

\_\_\_\_\_  
Educator 1

\_\_\_\_\_  
Educator 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

Appendix D

Extracurricular Activities Stipend  
(rates based on percentage of Bachelor's Level 1)

<b>Elementary</b>	Percent
Intramural Sports	.038
Drama Club	.025
<b>Middle</b>	
Student Council	.076
Intramurals	.038
Theatrical	.051
News/Newspaper	.034
Yearbook	.051
Chorus	.102
Band	.122
Strings/Orchestra	.10
FIRST	.07
<b>High School</b>	
Freshman/Sophomore Advisor	.025
Junior Class Advisor	.051
Senior Class Advisor	.061
Student Council	.102
Newspaper/Yearbook	.095
Literary Magazine	.05
School Magazines	.024
Theatrical	.071
Chorus	.102
Jazz Band	.084
Forensics	.025
Band	.17
Assistant Band	.085
FIRST	.07
SADD	.025
Honor Society	.051
"other honor societies"	.025
Percussion	.045
Color Guard/Flag Team	.045

Orchestra/Strings	.10
Intramurals	.038
Video Production Club	.031
Peer Mediation	.025
Diversity Club	.025

Appendix E

CRITERIA FOR HEAD COACHING  
POSITION FOR MANCHESTER SCHOOL  
DISTRICT

1. Experience at the high school or college level in that sport, along with the recommendation of the Principal, Athletic Coordinator and Athletic Director.
2. Completed (or in the process of completion if from another state) the coaching education program set forth by the NHIAA.
3. Must provide supervision at all practices, games home and away. Responsible for supervision on bus trips, last to leave when returning from away trips.
4. Cooperates with the Athletic Coordinator regarding paperwork relative to that sport.
5. Knowledge of that sport, to include but not limited to new rules changes and guidelines set forth by the Manchester School District and the NHIAA.
6. Demonstrates efficiency in the care of equipment, including issuing, collecting, inventory and storage.
7. Participates in Parent's night, awards night, banquets and assemblies.
8. All head coaching positions shall be awarded to a qualified individual based upon demonstrated coaching ability, knowledge of the sport, experience and relevant skills. In the event the candidates are relatively equal in such criteria, the position shall be awarded to a member of the bargaining unit. If multiple members of the bargaining unit are equally qualified in such criteria, the coaching position shall be awarded to the bargaining unit member with the most seniority.
9. A Manchester School District coach will not suffer any loss of pay or benefits as a result of coaching.

## Appendix F

### Professional Planning Time at the Middle School Level

In order to be consistent when making references to practices at all four middle schools, common language is desired if not mandatory. For purposes of clarity, when considering periods, during which educators/professional staff are not assigned direct instructional duties, the following terminology has been agreed to by the MEA and the District.

**Team Planning Time** - A common time identified for the members of a designated core team to collaborate, plan, and/or to work on administratively assigned tasks.

**Preparation Period** - Time identified for all teaching/professional staff to undertake planning, preparation activities for individual instructional assignments.

It is agreed Team Planning Time is to be utilized for the accomplishment of several different types of activities related to the successful implementation of the Middle School core team model as well as the overall effective operation of the school.

\* Unified Arts Educators and other professionals, if available, are welcome to attend any activity described below related to team meetings and PLC.

The purpose of this agreement is to provide clarity for staff and administration regarding the categories of activities that are acceptable during the Team Planning Time. The examples below are not to be considered exclusive or to represent an exhaustive list.

It is agreed that the time designated as the Team Planning time may include expectations in three significant categories: \*

- Team Meetings
- Assigned duties
- Professional Learning Community related activities

The following ratio of time allotted to the three categories shall be a general guide only: Team Meetings - 40%; Assigned Duties - 40%; Professional Learning Community-related activities - 20%.

Examples of activities that can be included in each category include but are not limited to:

<p style="text-align: center;">Team Meetings (needs to be documented with all professionals attending signing in)</p> <ul style="list-style-type: none"> <li>• IEP Meetings; Disposition, manifestation, review, etc.</li> <li>• 504 Meetings; disposition, review, etc.</li> </ul>	<p style="text-align: center;">Assigned Duties (which does not include covering classes)</p> <ul style="list-style-type: none"> <li>• Student supervision of common areas; office duty; library duty, etc. •</li> <li>• Supervised Study/Guided Study</li> </ul>	<p style="text-align: center;">Professional Learning Community (PLC) related Activities (needs to be documented with all professionals signing in)</p> <ul style="list-style-type: none"> <li>• Assessment / data collaboration</li> <li>• Training of new materials and curriculum</li> <li>• Book studies</li> </ul>

<ul style="list-style-type: none"> <li>• Attendance Review and intervention</li> <li>• Conduct Review and intervention</li> <li>• Integrated curriculum planning</li> <li>• Assessment / Data collaboration</li> <li>• Advisory / Enrichment Planning</li> <li>• Family Outreach regarding academic performance, attendance or disciplinary issues</li> <li>• Collaborative conversation about RTI needs and other student support interventions/case study reviews</li> <li>• Student Study Team paperwork completion and/or formal meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Special projects determined by the administrator and educator</li> </ul>	<ul style="list-style-type: none"> <li>• Collaborative sharing of new instructional models and materials</li> <li>• Discussion related to professional practices</li> <li>• Other activities designated by the administration in collaboration with the professional staff</li> <li>• Peer mentoring/support</li> <li>• Observations of peer instruction/work</li> </ul>
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Appendix G

DUES AUTHORIZATION CARD

In accordance with MEA bylaws, membership in the MEA is continuous. This means that your membership will be carried over from year to year unless you terminate membership via written notice to the MEA Vice President in accordance with the MEA Bylaws.

I wish to be a member of the Manchester Education Association

Membership in the MEA means you are responsible for paying annual membership dues. The amount of dues owed to MEA is reflected on the first sheet of this notice under "local dues." This amount may be increased through the process outlined in the MEA by-laws. Members who cancel their membership via the MEA bylaws after June 30 of the upcoming school year are responsible for the entire MEA dues amount for that year although they are not required to stay members of the MEA.

Yes, I understand and agree: 1) annual MEA membership dues may change from year to year; 2) dues may be paid annually or incrementally, however, the financial obligation for membership is an annual fee and any cancellation after June 30 of the upcoming school year will result in a full dues obligation for the remaining portion of that school year.



Appendix H

## Health Plan Summaries

See Attached.