

AGREEMENT

BETWEEN

THE

MANCHESTER

BOARD OF SCHOOL COMMITTEE

AND THE

MANCHESTER

EDUCATION ASSOCIATION

2009-2013

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MEA CONTRACT
September 1, 2009 through June 30, 2013

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 reach 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:

ARTICLE ONE

RECOGNITION

A. For purposes of collective negotiation, the Board recognizes the Association as the bargaining representative of the following certificated or licensed employees of the School System of Manchester.

All full-time classroom teachers, including teachers of art, music, physical education, the learning disabled, licensed/or certified speech and language specialists/pathologists, hearing specialists, licensed occupational therapists, reading/math supervisors, Elementary Teaching Assistant Principals, Guidance Counselors, School Psychologists, Librarians/Media Specialists, Building Level Instructional Leaders, Student Assistant Coordinators, Certified Social Workers, and permanent replacements or permanent additions hired pursuant to the first paragraph of Article Nine, Section A.4.

A new job classification requiring a certificated employee, 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.

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.

Excluded from the above unit are the Superintendent, Assistant Superintendents, all administrative personnel, temporary and part-time help, attendance officers, social workers and all other job classifications and employees of the Manchester School District, School Administrative Unit No. 37.

Unless otherwise indicated, the employees included in the above unit will be referred to in this Agreement as "teachers." 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.

ARTICLE TWO

NEGOTIATION PROCEDURES

A. 1. The parties agree, in the interest of good faith effort to reach agreement, 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.

A. 2. 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.

A. 3. 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.

A. 4. During such negotiations, the Board and the Association will present data, exchange points of view and make proposals and counterproposals. The Board will, upon request of the Association, make available to the Association any pertinent, nonconfidential 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. 1. The parties agree to commence negotiations no later than February 1 of the year preceding the year in which the contract is to terminate. By mutual agreement of the parties, negotiations may start earlier than February 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.

B. 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.

C. 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.

C. 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. Within seven (7) calendar days after receipt of the aforesaid written request, the parties will attempt to select a person to serve as a fact-finder and obtain a commitment from said person to serve. If they are unable to agree upon a fact-finder 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 fact-finder. The fact-finder so designated will not, without the consent of both parties, be the same person who was appointed mediator pursuant to Paragraph 1 of this Section C.

C. 3. The fact-finder 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 fact-finder deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the fact-finder, upon the fact-finder's request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact-finder. If the dispute is not resolved prior to the close of the hearing, the fact-finder 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.

C. 4. The parties must meet to negotiate within fourteen (14) calendar days of receiving the fact-finder's report. If no agreement is reached within fourteen (14) calendar days after receipt of said findings and recommendations from the fact-finder, then either party may make the findings and recommendations of the fact-finder public.

C. 5. 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.

C. 6. 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.

C. 7. 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.

D. 1. If both parties agree to proceed directly to fact-finding, the parties shall proceed to fact-finding pursuant to Article Two C.2. and 3. of this Agreement.

D. 2. The parties must meet to negotiate within fourteen (14) calendar days of receiving the fact-finder'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 Two C.1. of this Agreement. In no event shall the findings and recommendations of the fact-finder be made public at this time.

D. 3. If the parties are still unable to resolve their differences at mediation, they may, upon mutual agreement, return to fact-finding pursuant to Article Two C of this Agreement.

E. The costs for the services of the mediators and fact-finders, 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.

ARTICLE THREE

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 teachers 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.

ARTICLE FOUR

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 FIVE

SALARIES AND OTHER COMPENSATION

A. 1. The salaries of all teachers are set forth in Appendix B which is attached hereto and made a part hereof.

A. 2. Except as modified by Sections D., E., and G. of this Article, any teacher hired to continue work beyond that teacher's normal contract year shall be paid as follows:

a. Teachers 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. Teachers 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 1/183rd of the teacher's base salary according to the salary schedule.

c. Teachers 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.

B. Teachers' salaries shall be payable in equal installments every other Thursday throughout the school year, beginning on the second Thursday after Labor Day. Teachers shall continue to receive a bi-weekly pay check until the 26th payment has been made.

C. Elementary teachers 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 Six.

Secondary teachers 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. Teachers working less than a full day shall have all their assignments contiguous, including one duty period per day. Such teachers shall also receive paid prorated benefits based upon 20 percent of the full-time teachers' benefits for each class taught in a day.

D. 1. The compensation for all teachers working in vocational education food service, placing students in jobs, and instructing night school, after school, summer school, and driver education shall be twenty-three dollars and twenty-five cents (\$23.25) per hour. Effective July 1, 2009, the compensation shall be increased to \$25.00 per hour.

D. 2. The Board agrees to offer detention hall supervision to teachers, who will be compensated therefore in the amount of \$16.15 per session. If no teachers volunteer for detention hall supervision, then the Board may assign non-bargaining unit members to perform this duty.

D. 3. Lunch room duty may be assigned to teachers as part of their regular duties without additional compensation.

E. Participation in the following extracurricular activities will be compensated as follows:

E. 1. Extracurricular Activities (See Appendix B)

E. 2. The Board shall offer to teachers the following athletic activity positions, provided, however, if no teachers apply within the school building or within the school district, in that order, who are qualified as a coach in the specific sport, the Board may hire non-bargaining unit members at a stipend not to exceed the rates set forth by the Board of School Committee (BOSC Athletic 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. (See Appendix G.)

- Athletic Coordinators
- Head Football
- Assistant Football
- Assistant Football
- Freshman Football
- Head Basketball
- Jr. Varsity Basketball
- Freshman Basketball
- Middle School Basketball
- Soccer

J.V. Soccer
 Freshman Soccer
 Cross Country grades 6-12
 Volleyball
 J.V. Volleyball
 Golf
 Varsity Hockey
 Assistant Hockey
 Varsity Wrestling
 Assistant Wrestling
 Swimming
 Alpine Skiing
 Nordic Skiing
 Varsity Baseball
 J. V. Baseball
 Softball
 J.V. Softball
 Indoor Track - grades 9-12
 Indoor Track Assistant
 Outdoor Track - grades 6-12
 Assistant Outdoor Track
 Tennis
 Cheerleaders (Fall & Winter)
 Field Hockey
 J.V. Field Hockey

Notwithstanding any other provisions of this Section (Five.E.2) the Board's Athletic Committee will determine the coaches' salaries for the duration of this Agreement. This provision shall expire on June 30, 2013.

F. Itinerant teachers who may be required to use their own automobiles in the performance of their duties and teachers who 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.

G. Payment for (1) the duties and positions listed in Section D.1. and 2. above, (2) the activities listed in Section E.1. and 2 above, shall be made by separate check in accordance with procedures to be developed by the Administration and the Association.

H. Teachers who lose a preparation period because they have to cover for absent faculty members shall be paid at an hourly rate of 1/1000 of the base salary.

I. The Board agrees to maintain a Dependent Care Reimbursement Plan, A Premium Conversion Plan and Health Care Reimbursement 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.

J. Effective as soon as practicable after the signing of this Agreement, 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 SIX

INSURANCE

A. The Board agrees to provide Hospital/Medical Insurance coverage under the Blue Cross - Blue Shield "Blue Choice" Plan. Effective November 1, 1998, the Board agrees to provide "Blue Choice Plan," which description is attached hereto as Appendix D.

The Board will continue to provide the Blue Choice Plan, and the teachers' co-pay shall be as follows:

Option I (primary care physician) office visit -- \$10.00
 Option II (self-referral to specialist) office visit -- \$30.00
 Emergency Room -- \$75.00

The prescription drug plan co-pays will not be changed

Effective September 1, 2005, the co-pays shall be as follows:

Option I (primary care physician) office visit -- \$12.50
 Option II (self referral to specialist) office visit -- \$30.00
 Emergency Room -- \$75.00
 Generic prescriptions (one month supply) -- \$7.50
 Other prescriptions (one month supply) -- \$12.50
 Mail order prescriptions (three months supply) -- \$1.00

Effective September 1, 2006, the co-pays shall be as follows:

Option I (primary care physician) office visit -- \$15.00
 Option II (self referral to specialist) office visit -- \$30.00
 Emergency Room -- \$75.00
 Generic prescriptions (one month supply) -- \$10.00
 Other prescriptions (one month supply) -- 15.00
 Mail order prescriptions (three month supply) -- \$1.00

Also, 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 in section B.1. below. It is further agreed that the District may make available, in addition to Blue Cross-Blue Shield Plan "Blue Choice" health insurance plans from other vendors, provided that such plans have been approved by the Association, and participation is voluntary.

B. 1. Effective September 1, 2009, the District shall pay an amount not to exceed eighty-seven percent (87%) of the monthly premium of Blue Cross Blue Shield "Blue Choice" Plan, as agreed by the parties. Effective July 1, 2010, the District shall pay an amount not to exceed eighty-six and one half percent (86.5%) of the monthly premium of Blue Cross Blue Shield "Blue Choice" Plan, as agreed by the parties. Effective July 1, 2011, the District shall pay an amount not to exceed eighty-six percent (86%) of the monthly premium of Blue Cross Blue Shield "Blue Choice" Plan, as agreed by the parties. Effective July 1, 2012, the District shall pay an amount not to exceed eighty five and one half

percent (85.5%) of the monthly premium of Blue Cross Blue Shield "Blue Choice" Plan, as agreed by the parties.

If an optional health plan is approved, in addition to Blue Cross-Blue Shield "Blue Choice", Plan, the District shall be obligated to pay toward the optional plan a monthly amount which is equal to ninety-four and one half percent (94.5%) of that plan's premium effective September 1, 2009, ninety-four percent (94%) of that plan's premium effective July 1, 2010, ninety-three and one half percent (93.5%) of that plan's premium effective July 1, 2011, and ninety-three percent (93%) of that plan's premium effective July 1, 2012.

The parties have agreed to replace the current Matthew Thornton "Classic" Plan with Matthew Thornton Blue Benefit Plan.

B. 2. All teachers shall be covered from the first day of employment for the academic school year, provided the teacher has been hired and has completed and returned to the Administration the application forms for such coverage by August 1. Teachers who do not return the application forms by August 1, for any reason, shall be covered effective the first day of the month following return of the forms to the Administration. The Administration shall send to all new employees covered by this contract, immediately upon hiring, all necessary forms for health insurance coverage.

C. 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.

D. The Board shall provide coverage under Delta Dental Insurance Plan Coverage A, B, and C as agreed by the parties. Effective September 1, 2009, the Board shall pay an amount not to exceed eighty-four and one half percent (84.5%) for the coverage selected by the parties. Effective July 1, 2010, the Board shall pay an amount not to exceed eighty-four percent (84%) for the coverage selected by the parties. Effective July 1, 2011, the Board shall pay an amount not to exceed eighty-three and one half percent (83.5%) for the coverage selected by the parties. Effective July 1, 2012, the Board shall pay an amount not to exceed eighty-three percent (83%) for the coverage selected by the parties.

The annual maximum dental allowance shall be \$1,500.00.

E. 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.

ARTICLE SEVEN

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. 1. The Board will pay three-fourths (3/4) of the cost of tuition, required course textbooks and required fees for courses taken with the approval of the Superintendent at accredited colleges, universities or professional training schools, and if the teacher does not have a Masters' Degree, the teacher must be enrolled in a course of study leading to a Masters' Degree, but if the teacher already has a Masters' Degree, the Board will pay such portion of the cost of tuition, required course textbooks and required fees for courses taken with the approval of the Superintendent.

A. 2. The Superintendent may, in his sole discretion, which shall not be exercised in an arbitrary or capricious manner, approve the payment of three-fourths (3/4) of the cost of tuition, required course textbooks and required fees for: a) other graduate courses, and b) only those undergraduate courses in subject areas to which teachers 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.

A. 3. In order to be eligible for any benefit set forth in Paragraphs 1, 2, and 3 of this Section A., 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.

A. 4. Effective September 1, 2007, annually, the Board shall expend not more than One Thousand Seven Hundred Fifty dollars (\$1,750.00) per teacher for such courses; provided however, that the total expenditure shall not exceed One Hundred Thousand dollars (\$100,000.00). Effective September 1, 2008, the expenditure limit shall increase to \$110,000.00. Effective September 1, 2009, the expenditure limit shall increase to \$120,000.00.

A. 5. The Board shall also allocate, per year, \$70,000 effective July 1, 2007; \$90,000 effective July 1, 2008; and \$100,000 effective July 1, 2009, excluding the costs for substitute teachers, meals (unless included in the registration fees), lodging, and transportation, for staff development, including seminars, workshops and conferences, for the reimbursement of registration fees, which are approved by the Superintendent. In no event shall a teacher be reimbursed more than Five Hundred Dollars (\$500.00) per year, i.e. \$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. The annual allocation shall be divided into 30 percent, 35 percent and 35 percent, respectively, for the summer, fall, and spring periods.

NOTE: The parties acknowledge that this division of funds may not be practicable for FY 2008.

B. 1. The Board shall have the right to require teachers 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 teacher 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.

B. 2. If teachers are required to teach outside their certification endorsements, the Board shall reimburse the teacher 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 teacher under this section per fiscal year shall be as follows:

Fiscal Year 2008	\$2,000 (\$1,000 per semester)
Fiscal Year 2009	\$2,200 (\$1,100 per semester)
Fiscal Year 2010	\$2,400 (\$1,200 per semester)

C. The Association and the Board shall create a joint study committee to evaluate a program to enable teachers to become credentialed by the National Board for Professional Teaching Standards. The joint study committee shall be composed of an equal number of members representing the Association and the Board. The committee shall issue its recommendations to the Association and the Board no later than May 31, 2008.

ARTICLE EIGHT

RETIREMENT SUPPLEMENT

A teacher 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 teacher gives notice, no later than the preceding December 31, of their intention to retire, except in the case of disability retirements.

ARTICLE NINE

TEACHER EMPLOYMENT

A. 1. All newly employed or reinstated teachers shall be placed on the proper step 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 teacher would obtain if placed on the proper step of the salary schedule. To be eligible for an annual step increase, a teacher must actually work ninety-two (92) days or more of the teacher's work year. Paid absences shall be counted in determining whether or not a teacher has worked ninety-two (92) days.

Teachers 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 step increases until such requirements have been met.

In February of each year, the District shall provide to the Association a list of all teachers who are not yet certified but who are in the process of completing the requirements for certification. The list shall contain the teachers' names, the certification requirements not yet satisfied, deadlines for satisfying the requirements, and shall identify all those previously uncertified teachers who have completed the requirements for certification.

A. 2. Full credit will be given for previous outside teaching experience upon initial employment.

A. 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.

A. 4. Any teacher who is hired to work for a full contract year will receive full contract benefits. Any teacher 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-two (92) 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-two (92) 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”.

A. 5. Any teacher 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-two (92) 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 1/183th of the appropriate step on the salary schedule. This paragraph will not preclude the Board from granting any such temporary replacement full contract rights, if the Board should elect to do so.

A. 6. Teachers 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 teacher is rehired, the Association agrees that that teacher could not complain about an "involuntary transfer" if moved from the position the teacher occupied to some other position because the teacher then on some extended leave came back to the system to that latter teacher's former position.

A. 7. Permanent teachers, who are assigned to fill a position created by a teacher 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 teacher to retain the position upon return of the teacher who has been on approved leave.

B. 1. Teachers 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 Section A. above. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

B. 2. Previously accumulated sick leave days will be restored to all teachers returning from a leave of absence.

C. 1. If necessary to decrease the number of teachers, the governing body of the school system may lay off the necessary number of teachers based on their seniority in accordance with the guidelines and procedures set forth below:

C. 2. The length of actual service of the teachers in the Manchester School District in the following classifications shall be used to determine a teacher’s seniority, provided said teacher holds New Hampshire State Department certification in that classification:

a. Elementary teacher;

b. Secondary teacher by subject matter certification area:

i. 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).

ii. Teachers 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 teacher hired on or after August 31, 2009 will accrue seniority in the specific subject area of certification as mentioned above in C.2.b.i.

- c. Special subject area teachers by specialty;
- d. Middle school teachers shall maintain their classification as follows:
 - i. 7th and 8th grade teachers by secondary subject matter.
 - ii. 6th grade teachers as elementary.

If, at any time, a 6th grade teacher spends fifty percent (50%) or more of his or her time instructing in a 7th and/or 8th grade subject, then that teacher shall begin to accrue seniority in that secondary subject matter classification. If a 7th or 8th grade teacher spends fifty percent (50%) or more time teaching a 6th grade subject, then that teacher shall begin to accrue seniority in an elementary classification.

C. 3. In the event of a lay-off of personnel in any classification, the teacher laid off shall be the teacher with the least seniority in that classification and the teacher shall be notified of such in writing. Such a displaced teacher may add to that teacher's seniority in another classification the years employed in the Manchester School District in the classification from which that teacher was displaced for the purpose of determining seniority in that second classification.

C. 4. In the event of the lay-off of any employee in the classifications set forth above, the governing body of the school system shall lay off the necessary number of employees in the inverse order of their seniority ranking in such classification. When seniority is equal, lay-off shall be determined by lottery. Any employee on lay-off shall not be prevented from securing employment during the period said employee is on lay-off.

C. 5. Seniority lists within the classifications set forth above shall be established by the Administration by February 1 of each year for employees 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. A teacher's position on the seniority list shall remain unchanged during military and maternity leave of absence.

C. 6. If a vacancy occurs, a laid-off employee with the highest seniority in that classification shall be recalled first. Such notice shall be by registered or certified mail, postage prepaid, to the last address given to the Administration by the employee. If a teacher rejects the offer or fails to respond to the Superintendent within ten (10) calendar days after receipt of the above notice of recall, said teacher will be deemed to have refused the position offered and the Superintendent may strike that teacher's name from the various seniority lists and shall then notify the teacher with the next highest seniority.

C. 7. Seniority shall be broken by:

- a. Discharge;
- b. Voluntary quit;
- c. Fails to respond to a notice of recall as specified in the preceding Section 5;
- d. Remaining on lay-off for more than twenty-four (24) months.

C. 8. A teacher who is laid off will remain on the recall list for twenty-four (24) months after the effective date of said teacher's lay-off unless that teacher:

- a. Waives recall rights;
- b. Resigns;
- c. Fails to accept recall to the position that said teacher held immediately prior to layoff or to a substantially equivalent position; or

- d. Failure to report to work in a position that said teacher has accepted within thirty (30) days after receipt of the notice of recall.

C. 9. No new teachers shall be employed while there are certified laid-off and available teachers to fill the vacancies.

D. Seniority shall be defined as follows:

Seniority shall accrue from the first day of permanent employment as set forth in Article Nine A. (4). Paragraph 1 above.

E. If a teacher 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 teacher 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 teachers for the ensuing academic year.

F. Laid off teachers will be given first refusal for substitute teaching opportunities, provided they notify the Superintendent in writing prior to the first day for students. The school district shall compile a list of teachers requesting this benefit and shall rank them by seniority. Teachers 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.

If a teacher is not called in accordance with this Section F., 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 TEN

TEACHER ASSIGNMENT

A. All teachers will be given written notice of their salary schedules, building assignments 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 teachers affected will be notified promptly, in writing, and upon the request of the teacher 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 teachers working within their areas of competence, teachers 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.

D. A husband and wife will not be disqualified from assignment to or remaining at the same school because of their marital status. In case either spouse accepts an administrative position in the

school or a department head position in the department in which the other spouse teaches, the other spouse will be assigned to another school.

E. Each junior and senior high school shall maintain, whenever necessary, a detention hall. Detention hall supervision shall first be offered to teachers. If no teachers 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 teachers or no qualified non-bargaining unit members have applied, if opened to them, the Principal shall assign teachers to this duty provided that no teacher 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 ELEVEN

INDIVIDUAL TEACHER CONTRACTS

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

B. 1. The following terms and conditions shall apply with respect to the employment of each teacher.

B. 2. The contract shall be renewed annually, automatically, during the period of said teacher's first three (3) years of continuous employment by said Board, unless the teacher has been notified, in writing, prior to May 10th that the contract will not be renewed for the following year. If a teacher receives a notice of non-renewal set forth in the preceding sentence, the parties agree that the teacher shall not be entitled to a statement of reasons relating to any such notice except as may be required by law. For each year for which this contract is renewed, the annual salary of the teacher shall be in accordance with the provisions of the prevailing Master Agreement between the Board and the Association.

B. 3. After three (3) years of continuous employment by said Board, the 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 teacher may resign by submitting written notice to the Board not later than June 30 of the teacher'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: (1) inefficiency or incompetence; (2) insubordination against reasonable rules of the Board; (3) moral misconduct; (4) disability, as shown by competent medical evidence; (5) elimination of the position to which the teacher was appointed, if no other position exists to which the teacher may be appointed, if qualified, or (6) other due and sufficient cause, provided prior to terminating the contract, the Board shall give the teacher a written notice that termination of that teacher's contract is under consideration and upon written request filed by the teacher with the Board within five (5) days after receipt of such notice, the Board shall within the next succeeding five (5) days give the teacher 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 teacher 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 teacher so requests or the Board so designates. The teacher shall have

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

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

ARTICLE TWELVE

TEACHING HOURS AND TEACHING LOAD

A. 1. The starting and dismissal times for students will be established by the Board, provided, however, that no change in the present schedule will increase the length of the teacher day.

A. 2. a. Teachers must be in their respective classrooms, or in school working on instructionally-related tasks, or at a duty station fifteen (15) minutes before the time for admitting students into school, said admission time to be determined by the Principal, provided, however, that no change in the present schedule will change the length of the teacher day.

b. Teachers must remain in the classroom, or in school working on instructionally-related tasks, or at a duty station fifteen (15) minutes after the dismissal of students. When students are dismissed earlier than the usual time, the teachers shall remain if the Principal has a previously planned activity.

c. Teachers may be required to remain longer after school to assist students in subject matter areas on certain days, as determined by the Principal.

d. Counselors may be required to expend additional time in order to fulfill their professional obligations. The high school counselors shall not be required to perform clerical or detention hall assignments.

e. The provisions of Section 2. a. and b. above shall not apply to School Psychologists.

f. All teachers 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 to meet with parents and to allow citizens to visit schools and become more aware of the programs offered. Subject to the approval of the State Department of Education for release time, elementary school teachers may be required to attend one (1) after school parent teacher conference, which shall be held to coincide with the issuance of the first student progress report. Elementary school teachers shall have an equal amount of time off on the day prior to Thanksgiving Day or the day prior to the December holiday break.

g. Teachers 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 p.m. unless mutually agreed to by those participating.

A. 3. The Board will use every reasonable effort to provide a substitute teacher whenever a teacher is absent. The Board will also use every reasonable effort to ensure that a teacher'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.

B. 1. The school calendar for each school year shall be prepared during the previous year by the Board, after 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.

B. 2. Effective on the date of ratification, all newly hired school psychologists, except rehired incumbents, shall work no more than one hundred and eighty-three (183) days per year. The work year for school psychologists [hired prior to 1997-1998] shall be two hundred and five (205) days. The work year for school psychologists [hired between 1999 and 2004] shall be one hundred eighty-nine (189) days. For 2004-2007, school psychologists' salaries will be calculated on a per diem basis by dividing the applicable salary as shown on Appendix B by the number of contractual teacher workdays per year (183). Prior to the end of the school year, school psychologists will be given their schedules for the next school year.

Psychologists may elect to permanently reduce their workdays to not less than the contractual teacher workdays. Such election is subject to approval of the Superintendent or his designee.

Days worked in excess of the teacher workday schedule will be paid on a per diem basis.

The school district may ask school psychologists to work additional days above and beyond their contractual work year. A rotating opportunity list will be established and school psychologists who are interested in the additional work will be placed on the list based upon their seniority. Thereafter, work opportunities will be offered from the list on a rotating basis.

B. 3. Except for School Psychologists, Department Heads/Building Level Instructional Leaders, who are excluded from this Section B.3, the work year of the employees in the unit (other than new personnel who may be required to attend additional orientation sessions) 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 three (183) days. The "work year" will include one hundred eighty (180) days when pupils are in attendance and a maximum of three (3) days on which attendance by members of the unit is required. Members of the unit may be required to participate in in-service training programs one (1) day immediately before the first day of the school year on which attendance by pupils is required, and one (1) day immediately following the last day of the school year on which attendance by pupils is required, and in two (2) days of in-service training during the school year but such days will not be scheduled during a vacation week. The work year for Department Heads/Building Level Instructional Leaders will be no longer than one hundred eighty five (185) days, inclusive of the requirements of section B.4. herein below.

B. 4. Department Heads/Building Level Instructional Leaders at senior 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.

C. 1. All teachers in the junior and senior high schools will have a duty-free lunch period. Elementary teachers shall have a duty-free lunch period of at least twenty (20) minutes.

C. 2. The Board shall make every reasonable effort to provide all teachers in the junior 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.

C. 3. All Elementary teachers will receive five (5) preparatory periods per week of not less than forty-five (45) minutes each. It is the intent of the parties that bargaining members working a full school day receive preparation time.

C. 4. The Board will continue the MST teacher preparation scheduled and accepted in September 1999.

C.5. By September 1, 2006, all elementary specialists will receive a minimum of five (5) preps per week of no less than 30 minutes each. Any elementary specialist who receives less than 5 (30 minute) preps per week will be compensated for each missed prep. Any elementary specialist who receives less than 5 (30 minute) preps per week will be compensated at the rate of 1/1000th of the base, prorated for each missed prep. Total expenditure for this provision shall not exceed Forty Thousand dollars (\$40,000.00) per year.

Elementary Specialists are limited to the following:

Speech/Language Pathologist/Therapist/Specialist, Learning Disabilities Specialist, Special Education Inclusion Teacher, Occupational Therapist, Teacher of Visually Impaired, Itinerant Teacher of Emotionally Disabled, Special Education Teacher/Reading, Teacher of Hearing Impaired, Media Generalists, Art, Music, Physical Education, Health, Guidance Counselor, English Language Learner Teacher, Special Education Teacher/Job Coach.

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.

D. The Board will use every reasonable effort so that junior and senior high school teachers 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.

E. The Association will cooperate in the implementation of the 4/4 Block Scheduling Plan; provided however: a.) The Board makes every reasonable effort not to assign non-teaching duties to high school teachers; and b.) that the Board will provide inservice training for the implementation of block scheduling.

F. The Association and the Board shall create a joint study committee to evaluate the desirable caseload for special education case managers only. The joint study committee shall be composed of an equal number of members representing the Association and the Board. The committee shall issue its recommendations to the Association and the Board.

NOTE: There is no deadline for the study committee to submit its report to the Board.

ARTICLE THIRTEEN

INVOLUNTARY TRANSFER

- A. When a transfer is required and the teacher does not wish to accept the transfer voluntarily, the Superintendent may implement the change as an involuntary transfer. The teacher 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 teacher involved and the Superintendent if such meeting is requested by the teacher.
- C. When an involuntary transfer is necessary, a teacher's area of competence and major or minor field of study will be considered.
- D. 1. Teachers being involuntarily transferred will be informed of appropriate vacancies known and existing at the time the transfer decision is being made. Teachers will be able to indicate their preference of assignment to the appropriate administrator involved and this preference will be given consideration.
- D. 2. A teacher being involuntarily transferred will be granted time to visit the new assignment prior to reassignment.
- E. Whenever involuntarily transferred, a teacher may resign by giving written notice to the Superintendent within fifteen (15) work days of receipt of notice of the transfer or after the grievance procedure, subject to the provisions of Section F. 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 Section 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. of this Article, shall be grievable.
- G. In the event that a teacher is to be transferred because of a reduction in the number of positions within a school, the teacher with the least District wide seniority, as defined in Article Nine D., shall be transferred. The teacher shall be transferred to another position in that teacher's classification, if available, or if not, to a position for which the teacher is certified. If no position is available in the teacher's classification or certification, then the Superintendent shall utilize the provisions of Article Nine. C. of this Agreement.

ARTICLE FOURTEEN

VACANCIES AND PROMOTIONS

A. Promotional positions are:

A. 1. BARGAINING UNIT

Elementary Reading Supervisors
Elementary Teaching Assistant Principals
School Psychologists
Building Level Instructional Leaders
Reading/Math Supervisors

Elementary Physical Education Coordinator

NON-BARGAINING UNIT

Principals
Assistant Principals
Non-Affiliated Administrators, Directors and Coordinators

EXTRA CURRICULAR ACTIVITIES

Personnel as listed in Article Five. E. 1.

INTERSCHOLASTIC ATHLETICS PERSONNEL

A. 2. A newly created promotional position which (1) is for at least one full school year, i.e., September through June, (2) is a position which, by itself, carries an additional salary beyond the salary schedule set forth in Appendix A, and (3) 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:

B. 1. When school is in session, a notice shall be posted on a bulletin board in each school as far in advance as practicable, 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 provided, however, if the vacancy is caused by the death of a teacher, it shall be filled by a temporary replacement teacher in accordance with Article Nine. A. 4., Teacher Employment. Such positions shall be reposted as a permanent position for the following school year. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, or designee, within the time limit specified in the notice.

B. 2. During the summer vacation period, the Superintendent shall post on a School District Wide Website and record on a dedicated voice mail extension at the central office, a notice of promotional positions which are vacant. Teachers 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. In addition, the Superintendent shall, within the same time periods, post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the Administration Office and shall send such list of positions to the Association.

C. In both situations set forth in Section B. 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 teachers 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 teachers. If a vacancy occurs in a promotional position specified in Section A. above during June or July, appointments will be made not later than ninety (90) days after the giving of notification required by Section B.2. above.

D. 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 teachers already employed by the Board. The Superintendent will inform teachers 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.

E. The following shall have a Master's Degree as a mandatory qualification for appointment: Department Heads (Building Level Instructional Leaders), Director of Fine Arts, the grade 1 through 6 Physical Education Director, Guidance Counselors, Reading Supervisors, School Psychologists, Elementary Teaching Assistant Principals, and Learning Disabilities/Elementary Special Needs Supervisor.

F. Whenever a vacancy arises, the Superintendent: (1) shall promptly notify the Building Principal who shall post a notice of same, and (2) shall also notify the Association in writing.

Teachers 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 a teacher's ability to apply for a change of school and/or grade assignment at any time.

If a teacher has eleven (11) years or more of experience in the School District, he/she may exercise the option to apply in writing by May 4 for a transfer to any position for which he/she is certified which is contained on a vacancy notice, posted in each building, listing all vacancies known as of April 20, the posting date. 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 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 applicants for the same position.

ARTICLE FIFTEEN

TEACHER EVALUATION

A. The Board and the Association recognize that an important element in the management and development of teachers 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 a teacher's performance. If a teacher's performance fails to meet expectations, the written evaluation will identify the problem areas and the teacher will be encouraged towards improvement.

B. 1 All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Each teacher will be evaluated in accordance with the Evaluation Handbook in effect at the time. The supervisor and/or administrator will meet with the teacher to review the upcoming week's instructional plan and then the teacher will be evaluated some time in the upcoming week.

B.2 Teachers 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 teachers 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 teacher's file or otherwise acted upon without a prior conference with the teacher, who may comment on the contents of such report on a separate document which shall be attached to the report and placed in the teacher's file. There shall be no obligation on the part of the Administration or Board to respond to the teacher's comments and if no response is made, it shall not be considered an acceptance of or agreement with the teacher's comments. A teacher shall sign a separate statement that the teacher has been given any such report referred to in the first sentence of this paragraph and if the teacher 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 teacher's file or otherwise acted upon.

B.3 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 teacher.

The teacher’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.

C. 1. No teacher will be disciplined or reprimanded without just cause.

C. 2. A teacher's personnel file will be cleared of written reprimands after a period of forty (40) months from the date of the reprimand, provided there are no similar infractions committed during the intervening period.

C. 3. A teacher's personnel file will be cleared of reprimands and suspension notices that included time off without pay, after a period of forty (40) months from the date of the reprimand or suspension without pay, provided there are no similar infractions during the intervening period.

ARTICLE SIXTEEN

TEACHER PERSONNEL FILES

A. 1 A teacher shall receive copies of any material which will have an effect on the teacher’s evaluation placed in his or her file and the teacher 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 teacher has seen the material and does not indicate agreement with the contents of such material being filed. A teacher shall have the right to write a written response to such material and request that it be attached.

A. 2 Any material removed from a teacher’s file, except as provided in Article Fifteen.B.2 and B.3, shall be replaced by a written dated notice stating what material was removed.

A. 3 Access to a teacher’s personnel file shall be limited to the teacher, the administration (defined as the Superintendent of Schools, the Assistant Superintendent of Schools, the building principal and/or the appropriate director for the teacher) and the members of the school board or the teacher’s designated representatives. Upon reasonable notice, a teacher shall be able to review and make

copies of documents contained therein, provided that pre-employment confidential references shall be excluded.

ARTICLE SEVENTEEN

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher shall be the concern of and warrant the attention of the Board only as it may, directly or indirectly, prevent the teacher from properly performing the teacher's assigned functions during duty hours or be in violation of local or state law.

B. Religious or lawful political activities of a teacher conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to the teacher's professional employment. The Association and the Board agree that they will not take any action against any teachers 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.

ARTICLE EIGHTEEN

ASSOCIATION PRIVILEGES

A. There will be no reprisals of any kind taken against any teacher by reason of membership in the Association or participation in its lawful activities.

B. 1. 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 teachers 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.

B. 2. The Administration will, upon request, provide the Association with new or revised forms used to administer benefits arising out of this Agreement.

C. The Association will have the right to place notices, circulars and other material in teacher'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.

ARTICLE NINETEEN

DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its employees dues for the Manchester Education Association/NEA-NH, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. Teacher authorizations will be in writing in the form set below.

"DUES AUTHORIZATION CARD"
 MANCHESTER EDUCATION ASSOCIATION/NEA-NH

NAME:

ADDRESS:

I hereby request and authorize the Manchester Board of School Committee to deduct from my earnings in accordance with the procedure set forth in Article XVIII of the Master Agreement between the Board and the Association and transmit to the Treasurer of the Manchester Education Association/NEA-NH an amount sufficient to provide for regular payment of the membership dues, as certified by the Association for the present school year and for succeeding school years. I understand that if I wish to discontinue such deductions for any school year, I must notify the Board and the Association in writing to do so no later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all its officers from any liability therefore.

 Teacher's Signature

DATED: _____

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:

C. 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.

C. 2. The Board will not be required to honor any authorizations that are delivered to it later than October 15.

C. 3. Excepted from the October 15 cut-off date will be new teachers hired after September 30. If such new teachers 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. No later than October 15 of each year, the Association will provide the Board with copies of dues authorization cards and a list of those teachers who have voluntarily authorized the Board to deduct dues for the Association. Any teacher desiring to have the Board discontinue deductions that the teacher has previously authorized must notify the Board and the Association in writing no later than sixty (60) days prior to the commencement of the school year.

E. Any employee 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 employee 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.

ARTICLE TWENTY

SICK LEAVE

A. 1. A teacher 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 a teacher 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. Sick leave shall be used by a teacher only for actual personal illness, including pregnancy disabilities, and to care for sick family members for up to five (5) days, which prevent that teacher from performing that teacher's normal duties. Sick leave shall not be earned while a teacher is receiving benefits from the Sick Leave Bank. Any teacher 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 teacher and inability to perform that teacher's normal duties resulting therefrom.

The School District will pay for any physician's fees associated with any required medical exams, except those required for newly hired teachers.

A. 2. If there is evidence that the teacher's absence is due to other than legitimate illness and inability to perform that teacher's normal duties resulting therefrom, that teacher may be required to provide proof of such illness and inability to perform normal duties.

A. 3. If the Superintendent or the Superintendent's designated representative questions a physician's certificate of proof of a teacher's illness and/or inability to perform normal duties submitted pursuant to the first two paragraphs of this Article, the teacher (or, at the option of the Superintendent, the teacher'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 teacher's treating physician, which examination shall be paid for by the School District.

B. A teacher 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.

The eligibility requirements are:

1. For teachers hired prior to September 1, 2004, qualifying service will continue to be determined as it has in the past.
2. For teachers hired on or after September 1, 2004, qualifying service is limited to full time employment with the Manchester School District, provided that the teachers have at least ten (10) years of creditable service in the New Hampshire Retirement System.

The maximum amount paid shall not exceed ninety (90) times the per diem rate for the maximum Doctoral step.

C. Teachers shall be given a written accounting of their accumulated sick leave upon request.

D. If a teacher uses no sick leave during a school year, the teacher 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 Twenty A., Temporary Leaves of Absence. The teacher 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.

E. Sick Leave Bank

The Board agrees to establish a Sick Leave Bank to cover teachers 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 one (1) member 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.

Each teacher wishing to be covered agrees to donate one (1) day from the fifteen (15) days that teacher is allowed to accrue in a one-year period to be deposited in said Bank, such day to be deducted from the teacher's annual sick leave.

Teachers who have actually worked sixty (60) days or more may enroll if they have a sick leave day to contribute.

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.

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. 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 more time. 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.

Guidelines for application by a member to the Sick Leave Bank shall be determined by the Administrative Committee and published by said Administrative Committee.

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.

Days absent while on leave shall not be counted to determine if a teacher 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 E. shall be construed to exceed or in any way limit the Board's or the Superintendent's rights under R.S.A. Chapter 189 or any other provisions of the Revised Statutes Annotated. The total number of days in the "Bank" shall not exceed in any one (1) calendar year a number equal to one (1) day times the number of teachers enrolled. Each succeeding school year will be a new enrollment period. All unused days from the previous year will be discarded; provided, however, any teachers who are receiving benefits under this Section Twenty E. shall to continue to receive these benefits until their entitlements are exhausted.

ARTICLE TWENTY-ONE

TEMPORARY LEAVES OF ABSENCE

Teachers will be entitled to the following temporary leaves of absence, with full pay, each school year:

A. 1. Two (2) days leave of absence for personal or legal business, household or family matters or for the observance of religious holidays. A teacher desiring such leave must request the leave five (5) school days prior to the leave day. In the event of an emergency, the teacher 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 bonafide reason to believe that the day was not taken in compliance with the aforementioned provisions.

A. 2. If during any school year a teacher uses no personal leave and no sick leave, that teacher shall be eligible for an additional bonus day under the provisions which are set forth in the Article Twenty D., Sick Leave of this Agreement.

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.

C. 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.

D. Five (5) consecutive days leave of absence because of death in the immediate family of the teacher 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 at any time with at least five (5) days notice. Immediate family is hereby defined to mean spouse, parents, children, brothers, sisters, mother-in-law or father-in-law, or a blood relative or ward residing in the same house. In addition to the leave of absence provided for the immediate family as defined herein, the teacher is entitled to one (1) day of leave to attend the funeral of a relative not listed in the preceding sentence.

E. Military Reserve Training Leave - Military reserve training leave, with pay, will be available to a teacher 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 Section A. of this Article. If a teacher does not have all two (2) personal leave days available at the time military reserve training leave is taken, then the teacher shall pay the cost of the substitute teacher for those days for which personal leave is not available up to a maximum of two (2) days.

F. Jury Duty - The Board recognizes the civic responsibility of its teachers, who are randomly selected to serve on a jury. Teachers shall notify in writing the Superintendent immediately after

being summoned to appear for jury duty. The teacher shall be paid the difference between that teacher's salary and the payment received for jury duty. In the event the Superintendent is unable to hire a qualified substitute, the teacher 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 a teacher is dismissed from jury duty prior to 1:00 p.m., the teacher shall return to work.

G. Professional Leave - Upon approval of the District Staff Development Committee (DISCO), and the Superintendent of a preplanned activity, teachers will be granted a professional day to participate in out-of-district professional development during the so-called teacher workshop day.

H. One day leave of absence, deducted from sick leave, may be used for the observation of a religious holiday, which is celebrated when school is in session. The use of such a day shall not disqualify a person from earning a sick leave incentive day as set forth in Article Nineteen D

I. The MEA President will be granted the last ninety (90) minutes of the teaching work day to attend to Association matters.

ARTICLE TWENTY-TWO

EXTENDED LEAVES OF ABSENCE

A. All benefits to which a teacher was entitled at the time the teacher's leave of absence commenced, including unused accumulated sick leave, will be restored to that teacher. Further, that teacher 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 (K-3); intermediate (4-6); junior high (7 & 8); or senior high (9-12) and to teach the curriculum of that level and/or designated subject(s) within a department. In any event, teachers 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 teacher and the Board.

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

C. Military leave, without pay or any other benefits, of up to two (2) years will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which would have been achieved had that teacher remained actively employed in the system during the period of the teacher'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 teacher's immediate family. Additional leave may be granted at the discretion of the Board.

E. 1. A teacher who has taught for two (2) full school years with the Manchester School District under an individual contract as set forth in Appendix B and who is pregnant, shall be entitled to a leave of absence without pay, provided that such teacher notifies the Superintendent in writing of such pregnancy and the anticipated delivery date within one (1) month of the determination of such pregnancy and, provided further, that such teacher, except in the case of emergency, gives the

Superintendent no less than thirty (30) days prior written notice of: (1) a specific date for the commencement of the leave, and (2) a specific date when the teacher intends to return to work. 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. Notwithstanding the provisions of the first sentence of this Section E.1., a teacher in her second year of employment with the Manchester School District may apply for a leave pursuant to this Section, but only if such leave is to commence during the third year of employment with said District.

E. 2. Subject to the provisions of the first paragraph of this Section E.1. a teacher who is actually working during the school year and takes maternity leave for part of that year shall, if the leave commences no more than three (3) weeks before the anticipated delivery date, be eligible, pursuant to the provisions of Article Twenty, for unused accumulated sick leave, but (1) only to the extent that such teacher has any unused accumulated sick leave, and (2) only for the period of actual personal medical disability resulting from the pregnancy which prevents the teacher from performing teaching duties.

To be eligible for sick leave under Article Twenty, a teacher must furnish to the Superintendent a certificate from a physician certifying to the dates of the period of such actual disability of the teacher and the specific nature of the medical disability resulting from the pregnancy. If the Superintendent or the Superintendent's designated representative questions a physician's certificate or proof of a teacher's disability and/or inability to perform normal duties submitted pursuant to this Section, then, after the teacher has been absent from school for three (3) days or more on any one occasion, the teacher (or, at the option of the Superintendent, the teacher's documentation or medical record pertaining to the period of time and the specific medical disability resulting from the pregnancy) may be required to be examined by a physician other than the teacher's treating physician, which examination shall be paid for by the School District.

Also, the Superintendent may, in his discretion, require certificates from the teacher's physician certifying to either (1) the pregnant teacher's ability to continue to work, or (2) the teacher's ability to return to work after such leave. If the Superintendent, after consultation with the teacher's Principal, questions either the period of actual disability, or the specific nature of the disability, the Superintendent may require the teacher to be examined by a physician other than the teacher's treating physician who is mutually acceptable to the teacher and the Superintendent. In the event the Superintendent determines, after obtaining such certificates and after consultation with the teacher's Principal, that the teacher is either not able to continue to work or is not able to return to work, said teacher shall commence a leave of absence or continue same. If the Superintendent requires a certificate concerning the teacher's disability or ability to continue to work or return to work from a physician other than the teacher's own physician, the School District shall pay the cost of obtaining the same.

E. 3. A leave of absence taken pursuant to this Section E. shall not extend longer than twenty-four (24) months from the time said leave commences. If such leave extends beyond the period of the teacher's actual personal disability as certified to by a physician, said teacher shall not return to work until the beginning of the marking period immediately following the end of such disability, provided, however, that if the teacher desires such leave to extend beyond said marking period, said teacher shall not return to work until the beginning of the next school year. Upon return, a teacher shall be assigned to the same position which she held at the time the leave commenced, if available, or if not, to a substantially equivalent position, as defined in Section A. of this Article, provided, however, that upon return from such leave, a teacher will be placed on the salary schedule at the level she would have achieved the year next following the date of the beginning of such leave.

E. 4. Days absent while on leave shall not be counted to determine if a teacher 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 E. 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.

F. Other leaves of absence (including child rearing and adoption leave), without pay or other benefits, may be granted by the Board for any good reason and for such period as the Board may determine.

G. Except in the case of a bona fide emergency beyond the control of the teacher, all leaves taken pursuant to this Article Twenty Two must, at the option of the Superintendent, begin either at the beginning of a marking period or at the beginning of the school year. Any teacher returning from a leave of absence shall return only at the beginning of a school year unless otherwise provided by the Board.

H. 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.

I. A teacher on leave of absence without pay shall not be denied the opportunity to substitute in the School District by reason of the fact that the teacher is on such leave of absence.

J. Persons 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.

K. Before an extended leave commences, teachers 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 teacher to comply with such terms shall immediately terminate any and all obligation, contractual and otherwise, of the Manchester School District.

L. Teachers 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 teachers who have accepted a non-bargaining unit position, such teachers shall have the right to an equivalent position as defined in Section A of this Article. Upon return from leaves of absence, teachers 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.

M. A teacher may take a professional leave of absence to work in a promotional position (Assistant Principal, Principal, Director or Coordinator) within the Manchester School District. Teachers 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, a teacher shall be placed on the salary schedule and seniority list at the level the teacher would have achieved had the teacher remained actively employed in the system during the period of the teacher's absence.

N. A teacher 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.

NOTE: The parties agree to execute a memorandum of understanding agreeing to accept the Board's policy regarding FMLA leave, subject to its review by NEA-NH's attorney, with the understanding that the policy will not be changed except by mutual agreement.

ARTICLE TWENTY-THREE

SABBATICAL LEAVES

A. 1. Upon recommendation by the Superintendent of Schools, sabbatical leaves will be granted to members of the teaching staff by the Board for 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:

A. 2. The teacher has completed at least seven (7) consecutive full school years of service in the Manchester School District.

A. 3. All sabbatical leaves shall be for a full Manchester school year (i.e., July 1 through June 30) and teachers 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 A and B. Also, teachers 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 Six (entitled Insurance), Section A. Teachers will be given credit towards salary increment while on sabbatical leave.

A. 4. Request for 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.

The Superintendent shall inform each applicant, in writing, of the action to be recommended on the request for 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 teacher of its intent relative to the request for sabbatical leave by January 15.

A. 5. Each teacher 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 teacher to provide such service shall result in the obligation to reimburse the Manchester School District a proportional part of the salary paid to that teacher during sabbatical leave determined by the fraction of the two (2) years not served following the leave.

A. 6. 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.

B. 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.

ARTICLE TWENTY-FOUR

TEACHER 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 teacher restrooms, teacher work areas in classrooms, private dining areas and parking facilities are desirable. The Board will conduct a study of these facilities and make all attempts to implement them within its ability to pay.

B. 1. The Board agrees that it will provide sufficient textbooks and related materials to ensure that each pupil in a classroom has textbooks and related materials for that pupil's own use.

B. 2. Before the Administration changes a textbook, or selects a new textbook, or launches a new education program, the Administration will notify the Association. The Association may appoint, in addition to any administrative teacher appointees, its representative on a textbook or new education program committee. Each textbook selection committee and/or new education program committee shall include a cost impact statement with its recommendations to the Board. The committees will also include in its cost calculations any related materials needed to use with the textbook or to implement the new education program.

B. 3. The final determination of textbooks will be made by the Board, and such selection shall not be subject to the grievance procedure provided in Article Twenty Five.

ARTICLE TWENTY-FIVE

GRIEVANCE PROCEDURE

A. Definitions

A. 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.

A. 2. An "aggrieved person" is the person or persons making the claim.

A. 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.

B. Purpose

B. 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 teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. 2. Nothing herein contained will be construed as limiting the right of any teacher 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

A teacher with a grievance will first discuss it with that teacher'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

(1) 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.

(2) 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.

(3) If a teacher 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 teacher 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.

Class Grievances

(1) If, in the judgment of the Teacher Rights Committee, a grievance affects a group or class of teachers, 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.

(2) In the event the Teacher Rights Committee files a grievance which affects a group or class of teachers, such grievance must specify the names of all of the teachers who claim there has been a violation or misapplication of a provision of this contract as to them, the specific contract provision(s) involved and the date(s) of the alleged violations or misapplication(s).

(3) 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 a teacher. 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

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. 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. 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 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

D. 1. 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.

D. 2. 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 a teacher 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.

E. Miscellaneous

E. 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 Section C. Paragraph 4-c.

E. 2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

E. 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.

E. 4. The Board may initiate a grievance against any teacher or the Association under the terms of this Article.

E. 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.

E. 6. The term "Superintendent" as used in this Article shall mean the Superintendent or an Assistant Superintendent.

ARTICLE TWENTY-SIX

GENERAL

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or 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. Copies of this Agreement will be printed at Board expense and a copy given to each teacher.

D. The Board agrees not to negotiate with any teachers' group or organization other than the Association in regard to any matter subject to negotiation under Article Two, Section A., of this Agreement, provided, however, that this shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board on matters relating to the teacher's employment by the Board.

E. 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.

F. 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.

G. 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 Twenty Five in order to resolve said dispute.

H. The Board shall immediately notify in writing the Association if it enters into any discussions concerning restructuring the schools with the intent of establishing a new successor employer or management system.

ARTICLE TWENTY-SEVEN

DURATION

The provisions of this Agreement shall be effective as of September 1, 2009, unless otherwise indicated within this Agreement, and will continue in full force and effect through June 30, 2013, and thereafter will automatically renew itself each year unless by December 1, 2012, or December 1 of any succeeding year, thereafter, either party gives written notice to the other of its desire to modify or terminate this Agreement for the 2012-2013 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 the September 1, 2009 approval:

By: _____, Chairperson Date: _____

By: _____, Vice Chairperson Date: _____

Witnessed By: _____ Date: _____

For the Manchester Education Association confirming the August 31, 2009 approval:

By: _____, President Date: _____

By: _____
Chairperson, Negotiating Committee Date: _____

Witnessed By: _____ Date: _____

APPENDIX A**MEMORANDUM**

A. The District agrees to implement a mentor program comprised of at least two (2) teachers for the 2004-2007 school years.

B. ESEA

The Association and the Board shall create a joint study committee to evaluate the impact of the ESEA on the education of Manchester's students and the professional rights and responsibilities of teachers. The committee's mission shall include the requirements of the law with respect to testing and accountability, school development plans, student and teacher evaluation, teacher hours and teaching load, professional development and teacher qualifications. The Association President shall appoint five (5) teachers and the Superintendent shall appoint five (5) supervisors. The Association President and Superintendent shall appoint the chair, who shall convene the committee no later than September 8, 2003. The committee shall issue its written report, findings and recommendations by January 1, 2004.

C. The District agrees to continue job sharing for the 2004-2007 school years. See attached Appendix J for description of benefits for job sharing.

D. Specialist Preparation Joint Committee – See attached Appendix K.

E. Memorandum of Understanding regarding Specialist Preparation Time – See attached Appendix L.

APPENDIX B (cont.)

Plus.22	Title I Supervisor
Plus.33	Mentors
Plus.22	Building Level Instructional Leaders
Plus.20	Elementary Teaching Assistant Principals
Plus.15	Elementary Reading Supervisors and Elementary Physical Education Coordinator
Plus.22	English Language Learners Coordinator
Plus.10	Gifted and Talented Coordinator

FY'10 Teacher Salary Schedule 2009 – 2010 (First 65% of SY)

	BA	BA + 30	MA	MA + 30	CAGS	DOCTORATE Indexed to BA1
1	\$ 31,793*	\$ 34,336	\$ 35,607	\$ 38,152	\$ 38,788	\$ 39,838
2	\$ 33,701	\$ 36,242	\$ 37,516	\$ 40,059	\$ 40,697	\$ 41,745
3	\$ 35,607	\$ 38,152	\$ 39,426	\$ 41,967	\$ 42,603	\$ 43,653
4	\$ 37,516	\$ 40,059	\$ 41,332	\$ 43,876	\$ 44,509	\$ 45,560
5	\$ 39,426	\$ 41,967	\$ 43,239	\$ 45,783	\$ 46,417	\$ 47,436
6	\$ 41,332	\$ 43,876	\$ 45,147	\$ 47,690	\$ 48,327	\$ 49,375
7	\$ 43,239	\$ 45,783	\$ 47,054	\$ 49,599	\$ 50,233	\$ 51,283
8	\$ 45,147	\$ 47,690	\$ 48,963	\$ 51,505	\$ 52,140	\$ 53,190
9	\$ 47,054	\$ 49,599	\$ 50,869	\$ 53,413	\$ 54,049	\$ 55,098
10	\$ 48,963	\$ 51,505	\$ 52,778	\$ 55,321	\$ 55,954	\$57,005
11	\$ 50,869	\$ 53,413	\$ 54,684	\$ 57,230	\$ 57,863	\$ 58,913
12	\$ 52,778	\$ 55,321	\$ 56,592	\$ 59,136	\$ 59,771	\$60,820
13	\$ 54,684	\$ 57,190	\$ 58,499	\$ 61,045	\$ 61,678	\$62,729
14	\$ 57,294**	\$ 59,838**	\$ 61,107**	\$ 63,653**	\$ 64,289**	\$ 65,335**

* Teachers hired at BA step 1 shall receive a hiring bonus of .035, prorated for teachers hired after the start of the school year. The bonus shall be paid in a lump sum at the end of the school year.

** Each year the Board shall make a lump sum payment of \$550 to those employees who have been paid at step 14 for at least one year, which shall be paid in the first teacher payroll in September.

Detention: \$16.15

Summer School, Hourly Teacher, Drivers Ed: \$25.00 effective 7/1/09

APPENDIX B (cont.)

Plus.22	Title I Supervisor
Plus.33	Mentors
Plus.22	Building Level Instructional Leaders
Plus.20	Elementary Teaching Assistant Principals
Plus.15	Elementary Reading Supervisors and Elementary Physical Education Coordinator
Plus.22	English Language Learners Coordinator
Plus.10	Gifted and Talented Coordinator

FY'10 Teacher Salary Schedule 2009 – 2010 (Last 35% of SY)

	BA	BA+30	MA	MA+30	CAGS	DOCTORATE Indexed to BA1
1	\$ 32,588*	\$ 35,194	\$ 36,497	\$ 39,106	\$ 39,758	\$ 40,834
2	\$ 34,544	\$ 37,148	\$ 38,454	\$ 41,060	\$ 41,714	\$ 42,789
3	\$ 36,497	\$ 39,106	\$ 40,412	\$ 43,016	\$ 43,668	\$ 44,744
4	\$ 38,454	\$ 41,060	\$ 42,365	\$ 44,973	\$ 45,622	\$ 46,699
5	\$ 40,412	\$ 43,016	\$ 44,320	\$ 46,928	\$ 47,577	\$ 48,622
6	\$ 42,365	\$ 44,973	\$ 46,276	\$ 48,882	\$ 49,535	\$ 50,609
7	\$ 44,320	\$ 46,928	\$ 48,230	\$ 50,839	\$ 51,489	\$ 52,565
8	\$ 46,276	\$ 48,882	\$ 50,187	\$ 52,793	\$ 53,444	\$54,520
9	\$ 48,230	\$ 50,839	\$ 52,141	\$ 54,748	\$ 55,400	\$ 56,475
10	\$ 50,187	\$ 52,793	\$ 54,097	\$ 56,704	\$ 57,353	\$ 58,430
11	\$ 52,141	\$ 54,748	\$ 56,051	\$ 58,661	\$ 59,310	\$ 60,386
12	\$ 54,097	\$ 56,704	\$ 58,007	\$ 60,614	\$ 61,265	\$ 62,341
13	\$ 56,051	\$ 58,620	\$ 59,961	\$ 62,571	\$ 63,220	\$ 64,297
14	\$ 58,726**	\$ 61,334**	\$ 62,635**	\$ 65,244**	\$ 65,896**	\$66,968**

* Teachers hired at BA step 1 shall receive a hiring bonus of .035, prorated for teachers hired after the start of the school year. The bonus shall be paid in a lump sum at the end of the school year.

** Each year the Board shall make a lump sum payment of \$550 to those employees who have been paid at step 14 for at least one year, which shall be paid in the first teacher payroll in September.

Integration of the \$550 payment into the step schedule shall occur on June 30, 2010.

Detention: \$16.15

Summer School, Hourly Teacher, Drivers Ed: \$25.00 effective 7/1/09

APPENDIX B (cont.)

Plus.22	Title I Supervisor
Plus.33	Mentors
Plus.22	Building Level Instructional Leaders
Plus.20	Elementary Teaching Assistant Principals
Plus.15	Elementary Reading Supervisors and Elementary Physical Education Coordinator
Plus.22	English Language Learners Coordinator
Plus.10	Gifted and Talented Coordinator

FY11 Teacher Salary Schedule 2010 - 2011

	BA	BA+30	MA	MA+30	CAGS	DOC
1	\$ 33,077	\$ 35,722	\$ 37,044	\$ 39,693	\$ 40,354	\$ 41,447
2	\$ 35,062	\$ 37,705	\$ 39,031	\$ 41,676	\$ 42,340	\$ 43,431
3	\$ 37,044	\$ 39,693	\$ 41,018	\$ 43,661	\$ 44,323	\$ 45,415
4	\$ 39,031	\$ 41,676	\$ 43,000	\$ 45,648	\$ 46,306	\$ 47,399
5	\$ 41,018	\$ 43,661	\$ 44,985	\$ 47,632	\$ 48,291	\$ 49,351
6	\$ 43,000	\$ 45,648	\$ 46,970	\$ 49,615	\$ 50,278	\$ 51,368
7	\$ 44,985	\$ 47,632	\$ 48,953	\$ 51,602	\$ 52,261	\$ 53,353
8	\$ 46,970	\$ 49,615	\$ 50,940	\$ 53,585	\$ 54,246	\$ 55,338
9	\$ 48,953	\$ 51,602	\$ 52,923	\$ 55,569	\$ 56,231	\$ 57,322
10	\$ 50,940	\$ 53,585	\$ 54,908	\$ 57,555	\$ 58,213	\$ 59,306
11	\$ 52,923	\$ 55,569	\$ 56,892	\$ 59,541	\$ 60,200	\$ 61,292
12	\$ 54,908	\$ 57,555	\$ 58,877	\$ 61,523	\$ 62,184	\$ 63,276
13	\$ 56,892	\$ 59,499	\$ 60,860	\$ 63,510	\$ 64,168	\$ 65,261
14	\$ 60,165	\$ 62,812	\$ 64,133	\$ 66,781	\$ 67,443	\$ 68,531

* Teachers hired at BA step 1 shall receive a hiring bonus of .035, prorated for teachers hired after the start of the school year. The bonus shall be paid in a lump sum at the end of the school year.

Detention: \$16.15

Summer School, Hourly Teacher, Drivers Ed: \$25.00 effective 7/1/09

APPENDIX B (cont.)

Plus.22	Title I Supervisor
Plus.33	Mentors
Plus.22	Building Level Instructional Leaders
Plus.20	Elementary Teaching Assistant Principals
Plus.15	Elementary Reading Supervisors and Elementary Physical Education Coordinator
Plus.22	English Language Learners Coordinator
Plus.10	Gifted and Talented Coordinator

FY12 Teacher Salary Schedule 2011 - 2012

	BA	BA+30	MA	MA+30	CAGS	DOC
1	\$ 33,904	\$ 36,615	\$ 37,971	\$ 40,685	\$ 41,363	\$ 42,483
2	\$ 35,939	\$ 38,648	\$ 40,007	\$ 42,718	\$ 43,398	\$ 44,517
3	\$ 37,971	\$ 40,685	\$ 42,044	\$ 44,753	\$ 45,431	\$ 46,551
4	\$ 40,007	\$ 42,718	\$ 44,075	\$ 46,789	\$ 47,464	\$ 48,584
5	\$ 42,044	\$ 44,753	\$ 46,109	\$ 48,823	\$ 49,498	\$ 50,585
6	\$ 44,075	\$ 46,789	\$ 48,144	\$ 50,856	\$ 51,535	\$ 52,652
7	\$ 46,109	\$ 48,823	\$ 50,177	\$ 52,892	\$ 53,568	\$ 54,687
8	\$ 48,144	\$ 50,856	\$ 52,213	\$ 54,925	\$ 55,602	\$ 56,721
9	\$ 50,177	\$ 52,892	\$ 54,246	\$ 56,958	\$ 57,637	\$ 58,755
10	\$ 52,213	\$ 54,925	\$ 56,281	\$ 58,993	\$ 59,669	\$ 60,789
11	\$ 54,246	\$ 56,958	\$ 58,314	\$ 61,029	\$ 61,705	\$ 62,824
12	\$ 56,281	\$ 58,993	\$ 60,349	\$ 63,061	\$ 63,739	\$ 64,858
13	\$ 58,314	\$ 60,987	\$ 62,382	\$ 65,097	\$ 65,773	\$ 66,893
14	\$ 61,669	\$ 64,383	\$ 65,736	\$ 68,450	\$ 69,129	\$ 70,244

* Teachers hired at BA step 1 shall receive a hiring bonus of .035, prorated for teachers hired after the start of the school year. The bonus shall be paid in a lump sum at the end of the school year.

Detention: \$16.15

Summer School, Hourly Teacher, Drivers Ed: \$25.00 effective 7/1/09

APPENDIX B (cont.)

- Plus.22 Title I Supervisor
- Plus.33 Mentors
- Plus.22 Building Level Instructional Leaders
- Plus.20 Elementary Teaching Assistant Principals
- Plus.15 Elementary Reading Supervisors and Elementary Physical Education Coordinator
- Plus.22 English Language Learners Coordinator
- Plus.10 Gifted and Talented Coordinator

FY13 Teacher Salary Schedule 2012 - 2013

	BA	BA+30	MA	MA+30	CAGS	DOC
1	\$ 34,751	\$ 37,530	\$ 38,920	\$ 41,702	\$ 42,397	\$ 43,545
2	\$ 36,837	\$ 39,614	\$ 41,007	\$ 43,786	\$ 44,483	\$ 45,630
3	\$ 38,920	\$ 41,702	\$ 43,095	\$ 45,872	\$ 46,567	\$ 47,714
4	\$ 41,007	\$ 43,786	\$ 45,177	\$ 47,959	\$ 48,651	\$ 49,799
5	\$ 43,095	\$ 45,872	\$ 47,262	\$ 50,043	\$ 50,735	\$ 51,850
6	\$ 45,177	\$ 47,959	\$ 49,348	\$ 52,127	\$ 52,823	\$ 53,969
7	\$ 47,262	\$ 50,043	\$ 51,432	\$ 54,214	\$ 54,907	\$ 56,054
8	\$ 49,348	\$ 52,127	\$ 53,519	\$ 56,298	\$ 56,992	\$ 58,139
9	\$ 51,432	\$ 54,214	\$ 55,602	\$ 58,382	\$ 59,078	\$ 60,224
10	\$ 53,519	\$ 56,298	\$ 57,688	\$ 60,468	\$ 61,160	\$ 62,309
11	\$ 55,602	\$ 58,382	\$ 59,772	\$ 62,555	\$ 63,247	\$ 64,395
12	\$ 57,688	\$ 60,468	\$ 61,858	\$ 64,638	\$ 65,332	\$ 66,479
13	\$ 59,772	\$ 62,511	\$ 63,941	\$ 66,725	\$ 67,417	\$ 68,565
14	\$ 63,211	\$ 65,992	\$ 67,379	\$ 70,162	\$ 70,857	\$ 72,000

* Teachers hired at BA step 1 shall receive a hiring bonus of .035, prorated for teachers hired after the start of the school year. The bonus shall be paid in a lump sum at the end of the school year.

Detention: \$16.15

Summer School, Hourly Teacher, Drivers Ed: \$25.00 effective 7/1/09

**Appendix B
(cont.)**

Extracurricular Activities Stipend
MEA Contract 2009-2013

Extracurricular Activities

rates based on percentage of Bachelor's Step1

Elementary	Percent	
Intramural Sports	0.038	
Drama Club	0.025	
Middle School		
Student Council	0.076	
Intramurals	0.038	
Theatrical	0.051	
Newspaper/News	0.034	
Yearbook	0.051	
Chorus	0.102	
Band	0.122	
Strings/Orchestra	0.10	
FIRST	0.05	(07/08)
	0.06	(08/09)
	0.07	(09/10)
High School		
Freshman/Sophomore Advisor	0.025	
Junior Class Advisor	0.051	
Senior Class Advisor	0.061	
Student Council	0.102	
Newspaper/Yearbook	0.095	
Literary Magazine	0.050	
School Magazines	0.024	
Theatrical	0.071	
Chorus	0.102	
Jazz Band	0.084	
Forensics	0.025	
Band	0.170	
Assistant Band	0.085	
FIRST	0.05	(07/08)
	0.06	(08/09)
	0.07	(09/10)
SADD	0.025	
Honor Society	0.051	
"other honor societies"	0.025	
Percussion	0.045	
Color Guard/Flag Team	0.045	
Orchestra/Strings	0.10	
Intramurals	0.038	
Video Production Club	0.031	
Peer Mediation	0.025	
Diversity Club	0.025	

APPENDIX C

INDIVIDUAL CONTRACTS

The Board of School Committee of the City of Manchester School District, New Hampshire, hereby agrees to employ _____, who hereby agrees to serve, under the direction of the Superintendent of Schools as a teacher in the public schools of said School District, beginning _____, provided all pre-employment medical examinations and criminal/background checks have been satisfactorily completed. This Contract is subject to the provisions of the Master 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.

Teacher

Clerk of School Board

Date

Superintendent of Schools

APPENDIX G
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. The Manchester School Board and the Manchester Education Association agree the MSD will follow the MSD Policy "Personnel 100.1: Staff Selection and Hiring Process" and "Personnel 100.1: Staff Selection and Hiring Process Regulations", adopted 2/9/09, when hiring for head coaching positions.

APPENDIX H**SCHOOL PSYCHOLOGISTS
WORK YEAR****July 1, 2004-June 30, 2005**

1. School Psychologists (SP) will be paid the current bi-weekly amount (determined based on July 1 - June 30 pay cycle) thru December 23 payroll. The bi-weekly amount will be adjusted for any contracted salary increases.
2. Effective with January 6, 2005 payroll SPs may elect to have the bi-weekly amount adjusted to spread the remaining salary over 18 payrolls (1/16/05 - 9/1/05).
3. SPs not electing the option set forth in item 2 above will receive their remaining salary over the period January thru June. The next paycheck for SPs not electing the option set forth in item 2 above will be in September 2005.
4. See attached example

July 1, 2005-and Beyond

1. SPs will be paid 26 bi-weekly paychecks based on contracted workdays (i.e. 183, 189, 205) from September 1 thru August 31.
2. Pay for work in excess of contracted workdays will be paid at per diem based on approved timesheets.

SCHOOL PSYCHOLOGISTS

7/1/04 – 6/30/05

- SP @ 205 Days
 - CAGS 14
 - Daily Rate of \$313.80
 - Annual of \$64,329.67
 - 13 Payrolls (7/1 - 12/23) @ \$2,474.22
 - Total of \$32,164.86 paid thru 12/23
 - Total to be paid for 1/6 – 9/1 is \$32,164.81
 - At SPs election, the remaining \$32,164.81 can either be:
 - 1) Spread over 13 payrolls to 6/30/05 @ \$2,474.22
- Or
- 2) Spread over 18 payrolls to 9/1/05 @ \$1786.93

**APPENDIX I
School Psychologist (SP) Work Days
Effective for 2005-06 School Year**

	<u>New Hires</u>	<u>189 Day SP</u>	<u>205 Day SP</u>	<u>All Other SP</u>
Teacher Work Days	183	183	183	183
Days Immediately After Last Teacher Work Day		6*	7*	7*
Days Immediately Before First Teacher Work Day			10	10
School Vacation Days**			5	
Total	<u>183</u>	<u>189</u>	<u>205</u>	<u>200</u>

Note: SP work days may be permanently reduced to a number not less than teacher work days of 183. If SP elects to reduce work days, days will be eliminated in reverse order (ie., school vacation days are eliminated first, then days immediately before first teacher work day).

*Should the calendar not permit a complete SP work year by 6/30, up to two of these days may be worked in the first week of July with the prior approval of the Superintendent of Schools or his/her designee. Any days worked in the first week of July will be counted as time worked in the prior year.

**The scheduling of work days during school vacations will be coordinated with the Superintendent of Schools or his/her designee and agreed in writing by September 30th of that school year.

***Because of snow days or other school-related emergencies when the building is inaccessible, school psychologists will be allowed with approval to make up previously authorized days.

**APPENDIX J
JOB SHARE AGREEMENT**

The Manchester School District recognizes _____ teacher _____ and _____ teacher _____ in job sharing of one full-time teaching position at _____ School for the _____ School Year.

The terms of the agreement are listed below:

1. _____ Teacher _____ and _____ teacher _____ agree to share one full-time teaching position. There will be an even 50/50 split of the responsibilities that would normally fall under one full-time position. Said parties and Principal _____ Name _____ will work out the exact scheduling details of the split.
2. Teachers will each be compensated 50% of their prevailing wage step. Since both teachers will be working for a full year, they will receive their step increase.
3. As a recognized job share, both teachers will be able to maintain membership in the New Hampshire Retirement System at a 50% rate.
4. Medical and dental coverage will continue uninterrupted. The teachers' 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 one-half (1/2) day.
6. Seniority will be maintained.
7. Both teachers are to attend parent conferences, faculty meetings and workshops when they are given advanced notification of such meetings and workshops.
8. Both teachers agree to this job share arrangement for the School Year _____. If one of the teachers 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
 - b. To accept the position full time.
9. Agree that if one (1) teacher in job share declines district insurance (medical and/or dental), the other will have the option of taking dental insurance at 85% / 15% and/or medical insurance at 87.5% / 12.5%.

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

Date

Date

COMPENSATION AND BENEFITS:

1. Each teacher would be paid one-half of their contract salary pro-rated for the current School Year and each would receive credit for experience and service for the year.
2. Each teacher would be eligible for one-half of negotiated benefits.
3. Each teacher would be entitled to fifteen (half) sick days, pro-rated for months of service.
4. Each teacher would be entitled to three (half) personal days, pro-rated for the year.

PROFESSIONAL DUTIES:

1. Each teacher would attend scheduled parent conferences and staffings regarding individual students.
2. Each teacher before or after school as appropriate would offer extra help for individual students, depending on their daily assignment.
3. Each teacher would attend all faculty meetings.
4. Each teacher 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, teachers may re-apply for another teaching vacancy in the district, but the district is under no obligation to re-employ.

_____	_____
	Date
_____	_____
	Date
_____	_____
Superintendent of Schools	Date

**APPENDIX K
SPECIALIST PREPARATION JOINT COMMITTEE**

The Board and the Association agree to form two specialists preparation study committees. The goal of each committee is to develop a specialist preparation period schedule comparable in frequency and length to the regular classroom teachers.

Each committee shall hold its first meeting no later than January 15, 2005. The chair of each committee will be appointed by its membership during the first committee meeting. The final report of these committees will be made to the Manchester Education Association Executive Board and the Superintendent by October 15, 2005. The MEA shall approve the report recommendations in November 2005. The Superintendent will then submit the final report of these committees and his recommendations to the appropriate sub-committees of the Board of School Committee no later than February 2006.

The Special Education Joint Committee and the Subject Matter Specialists Joint Committee shall each be comprised of eight members. The Manchester Education Association shall select four members for each committee and the Superintendent shall select four members for each committee.

APPENDIX L
MEMORANDUM OF UNDERSTANDING
REGARDING SPECIALISTS PREPARATION TIME

The parties confirm that the intent of the provisions of Article XII.C.3, Teaching Hours and Teaching Load, in the proposed agreement is to insure that those elementary specialist listed in C.3 will be compensated if they receive less than a thirty minute preparation period during their regularly scheduled preparation time. Such compensation will commence on September 1, 2005 and the total expenditure shall not exceed \$40,000 in each fiscal year. The District has no intent to reduce the amount of scheduled preparation time afforded to individual specialists during previous school years. It is not the District's intent to lower the standard amount of time for scheduled regular preparation time to thirty minutes. The District agrees that it will continue its practice making every reasonable effort to schedule daily preparation time in blocks of time equal to those of regular elementary classroom teachers. This provision is not intended to reduce the District's goal to provide all specialists with five preparation periods per week of 45 minutes duration.

APPENDIX M
MEMORANDUM of UNDERSTANDING
Student Code of Conduct in All Buildings

The Manchester School District and the Manchester Education Association agree that effective enforcement of a student code of conduct is essential to the education process and for a safe environment for all MSD employees and students. The MSD shall uniformly enforce the code of student conduct in all its buildings throughout the school district. The MSD and the MEA agree to periodically consult with each other as deemed necessary by either party for the purpose of reviewing code of conduct and student discipline issues, and the parties shall cooperate in finding mutually acceptable solutions to problems that arise in the implementation and enforcement of the code of conduct.

APPENDIX N

**MEMORANDUM OF UNDERSTANDING
Regarding Teaching Hours and Teaching Load**

The Manchester School Board and the Manchester Education Association agree to form a joint study committee to review Article XII:A.2.g Teaching Hours and Teaching Load, relative to the principal hours. The committee will evaluate and mutually agree upon how the existing principal hours shall be utilized more efficiently for the sake of staff development workshops, curriculum reform school goals and solving school-related problems.

The Association President shall appoint four (4) teachers and the Superintendent shall appoint four (4) designees. The Association President and the Superintendent shall appoint the chair, who shall convene the committee no later than October 1, 2009.

MANCHESTER EA medical and dental benefits attachment (PDF)