

***MANCHESTER
BOARD OF SCHOOL COMMITTEE
AND
THE
MANCHESTER EDUCATION
ASSOCIATION***

May 5, 2020–June 30, 2022

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 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, physical therapists, reading/math supervisors, Elementary Teaching Assistant Principals, Counselors, School Psychologists, Librarians/Media Specialists, Building Level Instructional Leaders, Student Assistance Program Coordinators, Certified Social Workers, and permanent replacements or permanent additions hired pursuant to 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 help, attendance officers 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 counter proposals. The Board will, upon request of the Association, make available to the Association any pertinent, non-confidential records, data and information of the Manchester School District. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- B. 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 & 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. Effective May 5, 2020, salaries shall be awarded in accordance with the attached salary scales as set forth in Appendix G. Steps shall be awarded for eligible employees. The BLIL plus rate shall be .14 as previously agreed. For the 2019-2020 contract year, there will be no retroactive payments.
- A. 2. Effective May 5, 2020, teachers on the top step shall receive a one-time payment of \$1000.00 in the 2019-2020 contract year.
- A.3 Effective May 5, 2020, employees on step 1-14 during the FY20 fiscal year shall receive a one-time payment in an amount so that when added to the amount of their step increase the total increase shall equal three percent (3.0%).
- A. 4. In the first full pay period of September 2020, all teachers shall also receive a one-time disaster relief supply stipend in the amount of \$600.00 to compensate for remote learning costs during the Covid-19 pandemic.
- A.5. Except as modified by Sections D., E., and G. of this Article, any teacher hired to continue work beyond the teachers' 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 1/181 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. Employees who opt for direct deposit shall not receive a paper copy. All direct deposit information will be mailed electronically to employees.

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.

D.1. 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 H 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.2. The compensation for all teachers working in CTE food service, placing students in jobs, and instructing night school, after school, and summer school shall be \$25.00 per hour.

D. 3. 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 teacher volunteers for detention hall supervision, then the building administrators may assign non-bargaining unit members to perform this duty.

D. 4. Lunch room duty may be assigned to teachers as part of their regular duties without additional compensation.

E. 1. Participation in the following extracurricular activities will be compensated as follows:

Extracurricular Activities (See Appendix A)

A committee comprised of equal numbers of administrative and union personnel shall be formed to study extra-curricular stipends to ensure equity in the payment thereof and shall take into consideration size of student membership, time demands, and other factors related to teacher effort. The committee shall make recommendations to the Manchester Board of School Committee and Union for such changes as may be mutually agreed.

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

High School:

Athletic Coordinators
Head Football
Assistant Football
Freshman Football
Unified Basketball
Head Basketball
Jr. Varsity Basketball
Freshman Basketball
Soccer
J.V. Soccer
Freshman Soccer
Cross Country
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
Indoor Track Assistant
Outdoor Track
Assistant Outdoor Track
Tennis
Cheerleaders (Fall & Winter)
Field Hockey
J.V. Field Hockey
Varsity Lacrosse

Middle School:

Middle School Field Hockey
Middle School Outdoor Track
Middle School Basketball
Middle School Soccer*
Middle School Volleyball
Middle School Cross Country

Elementary School:

Elementary Basketball*

*Contingent on Non-District funding.

Notwithstanding any other provisions of this Section (Five. E.2), the Board of School Committee will determine the coaches' salaries for the duration of this Agreement.

- 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. The District will make every reasonable effort to schedule itinerant staff so that their travel time is not during the staff member's lunch or preparation time.
- G. Payment for the duties and positions listed in Section D.1 & 2 above, and the activities listed in Section E.1 & 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. 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.
- J. Benefits for part time employees shall be prorated in accordance with the current practice.

ARTICLE SIX INSURANCE

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

- A.1 Effective July 1, 2020, the District shall pay eighty five percent (85.0%) of the monthly premium of the BCBS Lumenos HSA Plan, which description is attached hereto as Appendix F and shall include a \$2000/\$4000 plan year deductible.
- A.2. The Board agrees to offer the following "optional" Hospital/Medical Insurance coverage:
 - a. BC/BS POS Site of Service \$1500 as set forth in Appendix F.
 - b. BC/BS HMO Site of Service \$1500 as set forth in Appendix F.
 - c. BC/BS HMO Site of Service \$250 as set forth in Appendix F.

Effective July 1, 2017, the District shall pay eighty five percent (85%) of the monthly premium or eighty five percent (85%) of the Lumenos HSA plan premium, whichever is less, towards the above referenced optional plans.

Effective July 1, 2021, the District shall pay eighty two and one half percent (82.5%) of the monthly premium or eighty five percent (85%) of the Lumenos HSA plan premium, whichever is less, towards the above referenced optional plans.

- B.1. For those employees electing to take the BCBS Lumenos HSA Plan specified above, they shall receive from the District annually \$1,500 for those on the Single Plan and \$3,000 for those on the Two-Person or Family Plan that shall be deposited into the individual's Health Savings Account (HSA). Said contributions and funds shall be governed by the applicable federal law. Half of the District's annual contribution amount shall be deposited in the HSA at the beginning of the plan year with the second half being deposited over the following five months. Provided however, if the employee experiences a catastrophic illness during the plan year that results in the employee incurring medical bills that exceed the amount of the funds then in the HSA. Upon presentation of an explanation of benefits form, the District shall contribute additional funds up to the maximum annual contribution by the District.
- B.2 All teachers shall be eligible for health insurance coverage from the first day of the month which follows the date of hire, 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 eligible for health insurance coverage effective the first day of the month following return of the forms to the Administration. The Administration shall send to all new employees eligible for health insurance coverage 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 July 1, 2016, the Board shall pay an amount not to exceed eighty three percent (83%) for the coverage selected by the parties. Effective July 1, 2021, the Board shall pay an amount not to exceed eighty percent (80%) 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.
- F. 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 A.1 & A.2 above.
- G. The Board agrees to maintain a Section 125 Dependent Care Reimbursement FSA Plan, A Premium Conversion and Health Care Reimbursement FSA Plan in accordance with current federal laws and regulations. The Plans will be maintained for the benefit of the members of the bargaining unit as long as they are approved by the Internal Revenue Service and in compliance with applicable Federal laws and regulations.

ARTICLE SEVEN

PROFESSIONAL LEARNING AND EDUCATIONAL IMPROVEMENT

- A. 1. The Board will pay three-fourths (3/4) of the cost of tuition, required course textbooks/e-books 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/e-books and required fees for courses taken with the approval of the Superintendent.
- A. 2. The Superintendent may, in his/her 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/e-books 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. The Board shall expend not more than Two Thousand Five Hundred dollars (\$2,500) annually per teacher for such courses; provided however, that the total expenditure shall not exceed One Hundred Twenty Thousand dollars (\$120,000.00).

Should unexpended funds be available at the close of the current fiscal year, teachers may be reimbursed for additional expenditures for tuition, required course textbooks/e-books and required fees for courses after their original allocation of \$2,500 is exhausted. Teachers will be reimbursed based on the date of submittal to the District Office. Requests for additional funds under this paragraph must be received in the District office by June 1.

The course must have received prior approval of the Principal and Superintendent.

In no case will the reimbursements exceed the total allocation for the given fiscal year.

- A. 5. The Board shall also allocate, per year, One Hundred Thousand dollars (\$100,000) 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, this is typically allocated in the amounts of \$250 for two of the three periods (summer, fall and spring), excluding funding from other sources, nor be granted more than five (5) paid professional days per year to attend seminars, workshops and conferences. The annual allocation shall be divided into 30 percent, 35 percent and 35 percent, respectively, for the summer, fall, and spring periods.
- A.6. Should unexpended funds be available at the close of the current fiscal year, teachers may be reimbursed for additional expenditures for staff development after their original allocation of \$500 is exhausted. Teachers will be reimbursed based on the date of submittal to the District Office. Requests for additional funds under this paragraph must be received in the District office by June 1. The staff development must have received prior approval of the Principal and Superintendent. In no case will the reimbursements exceed the total allocation for the given fiscal year.
- 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 \$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 December 31, 2020.

- D. The District shall fund \$40,000 in FY 21, and \$50,000 in FY22 and \$60,000 in FY23 for student loan repayment stipends. Any teacher hired at step one after July 1, 2020, may participate in a voluntary student loan repayment incentive program. To enroll in this program, the teacher must agree to work for the District for a minimum of three years from the date of application. Upon enrollment, the teacher shall be eligible to receive \$1000.00 per year towards repayment of that teacher's student loans for three years. Payment shall be made during the last pay period of the school year. Teachers enrolled in this program must indicate by April 30th their willingness to accept a contract for the ensuing year. Teachers that do not accept a contract for the ensuing year shall forfeit any student loan stipend payable thereafter. If there are not enough first year employees that apply, second and third year teachers may apply. If more teachers apply then the money budgeted will allow, enrollment shall be determined by lottery.

ARTICLE EIGHT
RETIREMENT SUPPLEMENT

- A. 1. 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. Notwithstanding, employees wishing to retire at the end of the 2019-2020 school year may give notice no later than May 31, 2020.

- A. 2. A teacher with fifteen (15) years of service in the District who retires under the New Hampshire Retirement System and receives benefits from same at the time of separation from the District shall receive at the time of separation a payment of \$5,000 provided the teacher gives notice, no later than the preceding December 31, of their intention to retire, except in the case of disability retirements. Notwithstanding, employees wishing to retire at the end of the 2019-2020 school year may give notice no later than May 31, 2020.

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-one (91) days or more of the teacher's work year. Paid absences shall be counted in determining whether or not a teacher has worked ninety-one (91) 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 relevant outside work or certified 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-one (91) days of the contract year to teach for the entire balance of the year will receive full contract benefits on a prorated basis for salary and fringe benefits. If a position becomes vacant within the first ninety-one (91) days of the work year and is to be vacant for the remainder of the work year, the position shall be filled by a permanent replacement. Nothing in this section shall be construed to limit the right of the Board to appoint a temporary replacement pending selection by the Board of an acceptable, qualified candidate for permanent assignment. The term "permanent" for purposes of this Section shall be interpreted to mean "for the remainder of the work year in which the vacancy occurs".
- 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-one (91) days of the work year will be paid on a substitute pay basis during the first twenty (20) consecutive days of work, and thereafter be paid per diem based upon 1/181 of the appropriate step on the salary schedule. Administration shall not reassign a substitute for the sole reason to avoid the payment of the per diem. This paragraph will not preclude the Board from granting any such temporary replacement full contract rights, if the Board should elect to do so.
- 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 will be placed according to District needs, especially 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 the original 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.
- A.8. The Association agrees that the Superintendent and/or his/her designee shall have the authority to develop a classification of employees that will function as permanent, full time, non-certified substitute teachers. These substitutes shall not be used to replace certified staff for long term assignments (over 90 days) nor shall they be used to reduce the complement of full time certified staff except as otherwise permitted by Article 9, A.5 above. These employees shall not be eligible for membership into this bargaining unit, nor shall they be subject to the terms, salaries or benefits negotiated herein. Preference will be given to employees who are currently under a layoff, followed by Manchester School District retirees.
- A.9. If it is deemed necessary by the District to request that an employee teach a sixth class, the District agrees that it will seek to cover the sixth class only on a voluntary basis and only in place of said teacher's duty period. If more qualified employees than necessary volunteer, the position(s) will be filled based on seniority (with the most senior qualified person being given first choice of assignment). The teacher will be compensated at a rate of \$10,000 per year which shall be prorated for any portion thereof. MST has a block schedule, and as such, any ½ block course/class taught above the normal three (3) blocks shall be eligible for this provision. It is also agreed that the District may not use this method to circumvent hiring additional full-time staff, or to avoid recalling presently laid off staff. To that point, once the District recognizes the need for more than four (4) classes in one discipline at any two schools, the District agrees to employ full-time staff to meet the needs of the students of the District rather than to add additional classes to the teaching load of current employees. Nothing herein shall be construed to require the District to make such payments associated with the creation of an intervention block/period or any other Multi-Tiered System of Support (MTSS) so long as any teacher already teaching five classes is allowed to participate on a voluntary basis or shall otherwise be allowed to use the time for enrichment or other alternative instruction activities. Science labs are not considered a sixth class. A sixth class may also be offered under the "flexible schedule" model, whereby a traditional day employee remains on campus to teach a sixth class.

- 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 it is necessary to decrease the number of teachers, the governing body of the school system may lay off the necessary number of teachers based on and the 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 Department of Education 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 shall be notified of such in writing. Teachers who do not have certification by the State of NH in the classification areas being reduced will be the first to be reduced. A teacher in the classification group who is on a written performance improvement plan (PIP) for the 12 months preceding a reduction in force will be the second to be reduced. In no case will an employee that has been on a PIP for less than the previous 12 months be subject to such lay-off status solely by virtue of the fact that they are on a PIP. Any remaining positions required to be reduced within any particular classification shall be done by seniority with the least senior being reduced first. A displaced 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. 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.4. 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. 5. If a vacancy occurs, the following procedure will be used:

The means of determining layoff order shall be reversed.

Those laid off via seniority shall be recalled first, followed by those laid off via PIPs, and lastly those laid off due to certification status.

If the employees were laid off by way of seniority, the highest seniority in that classification shall be recalled first.

If the employees were laid off by way of certification, the employees in that classification will be recalled in the reverse order of the layoff. The last employee to be laid off will be the first to be recalled.

If the employees were laid off by a PIP, the employees in that classification will be recalled in the reverse order of the layoff. The last employee to be laid off will be the first to be recalled.

C. 6. 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 lists and shall then notify the teacher with the next recall rights.

C.7. Seniority shall be broken by:

- a. Discharge;
- b. Voluntary quit;
- c. Failure to respond to a notice of recall as specified in the preceding Section 6;
- 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. Fails 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-offs 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, including the opportunity to become a permanent district substitute, provided they notify the Superintendent in writing prior to the third Friday in July preceding the start of the ensuing school year. The school district shall compile a list of teachers requesting this benefit and shall rank them by seniority and provide this list to the Association President. 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, tentative courses and grade levels, and room assignments for the forthcoming year not later than June 30 of the preceding year, which will be adhered to, except in unusual circumstances. In the event that changes in such schedules are proposed after the last day of school, the Association and all teachers affected will be notified promptly, in writing, by the District or its designee, 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. Emergency is defined as the inability of the District to fill a position, unexpected changes in student enrollment, the departure of a staff member or changes in the master schedule that occur after the start of the school term. Assignments shall not be arbitrary or capricious. A professional conversation between the administrator and teacher over consideration of changes in assignment will be held prior to any action. Documentation of the conversation shall be placed in the employee's personnel file. In the event the employee does not want to volunteer for the emergency change, involuntary transfer language protocol shall be triggered. Nothing herein shall be construed to impair the District's right to effectuate an involuntary transfer under Article Thirteen.
- D. A family member will not be disqualified from assignment to or remaining at the same school simply because of their family status to an employee at the same location. Notwithstanding, and in the case where one family member accepts an administrative position in the school or a department head position in the department in which the other family member teaches, the other teaching member will be assigned to another school. The term family member shall include, but not limited to, individuals joined by civil union, marriage or adoption.

- E. Each middle and high school shall maintain, whenever necessary, a detention hall. Detention hall supervision shall first be offered to 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 B 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 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 under RSA 189: 14-a. 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. In accordance with RSA 189:14-a, once an employee has attained "continuing contract" status in the District the employee's contract shall continue in force from year to year, subject to the following conditions:
 - a. It may be terminated by mutual consent at any time.
 - b. The 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 in accordance with the schedule provided below. No change in the schedule will increase the length of the teacher day beyond said schedule.
- A. 2.
 - a. Teachers must be in their respective classrooms, or in school engaged in instructionally-related tasks, or at a duty station in accordance with the schedule provided below.
 - b. Teachers must remain in the classroom, or in school engaged in instructionally-related tasks, or at a duty station in accordance with the schedule provided below. When students are dismissed earlier than the usual time, the teachers shall remain if the Principal has a previously planned activity.

c. At the Elementary schools, staff will not be assigned duty from 8:15- 8:30, other than safety-related duties. It is not intended for this time to be used for any administration driven purpose. Safety-related duties: An appropriate number of teachers may be required to be on duty to supervise the cafeteria, bus duty and other activities which require student supervision for safety purposes. Assignment of this duty shall be voluntary in the first instance and on a rotating schedule as necessary.

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

Teacher Arrival:	9:00 AM
AM Instruction begins:	9:15 AM
AM Student Dismissal:	11:45 AM
PM Instruction Begins:	12:45 PM
PM Student Dismissal:	3:15 PM
Teacher Dismissal:	3:30 PM

B. Elementary Schools (*w/30* minute lunch and 30 minute recess)

Teacher Arrival:	8:15 AM
Student Arrival:	8:30 AM
Instruction Begins:	8:35 AM
Student Dismissal:	2:50 PM
Teacher Dismissal:	3:00 PM

C. Middle Schools (*w/30* minute lunch)

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

D. High Schools

Teacher Arrival:	7:38 AM
Instruction Begins:	7:45 AM
Student Dismissal	2:53 PM
Teacher Dismissal	2:53 PM

- 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. In an effort to maximize direct student services, school counselors will not be assigned a duty within their school. Instead, any time that would have been assigned as a duty will be used to provide services to students on their respective caseloads.
- 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 pm 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 and in consultation with the Association, but will not be subject to the grievance procedure. The words "beginning of the school year" mean the first day of each school year when attendance of the members of the unit is required and the words "close of the school year" mean the last day of each school year when attendance of the members of the unit is required. Except in extraordinary situations, dates for "make up days" shall be published no later than May 1.
 - 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-one (181) days per year. Such work days shall occur in conjunction with the scheduled teacher work days. The work year for school psychologists [hired prior to 1997-1998] shall be two hundred and three (203) days. Such work days shall occur in conjunction with the scheduled teacher work days, with all additional days worked immediately after the last teacher workday. The work year for school psychologists [hired between 1999 and 2004] shall be one hundred eighty-seven (187) days. Such work days shall occur in conjunction with the scheduled teacher work days, with ten (10) days worked immediately before the first teacher work day, five (5) days worked during school vacation days, and all additional days worked immediately after the last teacher workday. 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. If this option is elected, days will be eliminated in the following order: school vacation days are eliminated first, then days immediately before the first teacher work day, finally days worked after the last teacher workday may be eliminated.

Should the calendar not permit a complete school psychologist work year by June 30, up to two (2) of these days may be worked in the first week of July with the prior approval of the Superintendent 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 workdays during school vacations will be coordinated with the Superintendent or his/her designee and agreed to 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.

School psychologists will be paid 26 bi-weekly paychecks based on contracted workdays (ie., 181, 187, 203) from September 1 through August 31.

Days worked in excess of the teacher workday schedule or in excess of contracted workdays 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 and 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-one (181) work days. The "work year" will include one hundred seventy five (175) days when pupils are in attendance and a maximum of six (6) days of which attendance by members of the unit is required. The Manchester School District will schedule a 175-day academic calendar that extends daily instructional time for students and meets the instructional hour standards of the N H State Board of Education (Ed. 306.18 - School Year). The District shall craft a calendar which provides for a 175-day academic year and includes thirty (30) additional hours of instruction for the purpose of ensuring that hours lost due to inclement weather are reclaimed for up to five (5) full day emergencies including the cumulative losses from partial day emergencies (delayed opening and/or early dismissals). The remaining thirty (30) hours required by law, if needed due to additional emergencies beyond the first

thirty (30) embedded hours, will be accounted for in the form of up to five (5) additional school days reserved at the end of the school year.

Members of the unit may be required to participate in in-service training programs as follows:

Two professional development/in-service days prior to the start of the student school year. The first will be determined by the administration, the second will solely be for teacher preparation of the classroom and materials. Notwithstanding anything herein to the contrary, the first professional development day may be scheduled on the last workday in August given the anticipated student start date.

Two professional development/in-service days (Primary Election Day and/or on General Election Day and such other days determined by the administration), one of which shall be set aside for self-directed professional development in order to allow individual unit members to pursue or further their individual learning goals.

Two professional development/in-service days at the end of the student school year, the first will be determined by the administration, the second day will solely be for teachers to complete end of the year requirements and clean-up of the classroom and/or materials.

Notwithstanding the foregoing, and only for the 2020-21 fiscal year, the District may schedule up to three (3) additional mandatory professional development days, the scheduling of which shall be done in consultation with the MEA, and all teachers in attendance will be compensated for each professional development day based upon their contracted rate divided by 181.

The work year for Department Heads/Building Level Instructional Leaders will be no longer than one-hundred eighty- one (183) days, inclusive of the requirements of section B.4. herein below.

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

B. 4. Department Heads/Building Level Instructional Leaders at high schools will process or will make necessary arrangements to process all invoices and inventory new books, equipment and supplies relative to their departments, before July 15. August 15, and one week before the opening of school.

C. 1. All teachers will have a duty-free lunch period of at least thirty (30) minutes per day.

C. 2. The Board shall make every reasonable effort to provide all teachers in the middle and senior high schools, in addition to their lunch period, with daily preparation time

consisting of one (1) class period during which they will not be assigned to any other duties.

- C.3. All Elementary teachers, including specialists, will receive five (5) preparatory periods per week of not less than forty-five (45) consecutive minutes each, during which they will not be directed by the administration to carry out any other duties, including PLC. It is the intent of the parties that bargaining members working a full school day receive preparation time. The Board shall make every reasonable effort to provide all teachers a daily preparation time. In the event of a scheduled shortened work week, the prep periods shall equal the number of work days.

Elementary Specialists are limited to the following:

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

- C. 4. The Board will continue the MST teacher preparation shall be no less than 45 minutes daily. The Board shall make every reasonable effort to provide consecutive preparation time, however due to the nature of the program, preparation time shall not be scheduled in less than 20 minute blocks.
- C. 5 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 middle and 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 following applies to the first five school cancellation days in the event that school is cancelled on a day when the employee has a scheduled day off:
1. Personal leave day shall be restored if requested with an explanation that the personal, legal business, household or family matter could not be completed by the employee. This request shall occur within 25 school days. All other provisions of Article 21 A.1 will continue to apply.
 2. Sick days shall be restored, subject to verification, in accordance with Article 20 A.2. All other provisions of the CBA language regarding sick days will apply.
 3. No days will be drawn from sick bank on any school cancellation day.
 4. Professional days will be restored if the employee is unable to attend.
 5. Additional days may be requested for bereavement according to Article 21 D.

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

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

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
Curriculum Implementation Specialists

NON-BARGAINING UNIT

Principals
Assistant Principals
Non-Affiliated Administrators, Directors and Coordinators

EXTRACURRICULAR ACTIVITIES

Personnel as listed in Article Five. E.

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. 1. 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. 2. 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. 3. During the summer vacation period, the Superintendent shall post on a School District Wide Website and recorded 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 the positions entitled Building Level Instructional Leader (BLIL), and shall make annual appointments of teachers to those positions. A BLIL shall not be appointed for more than five consecutive terms, unless there are no other qualified applicants for the same position. The BLIL grievance settlement of January 2013 is hereby incorporated by reference.

ARTICLE 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 Evaluation Handbook shall include a pre- and post- conference. 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 sometime in the upcoming week. A post-conference will be held to review the observation.

- 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 the 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 documented verbal warnings after a period of eighteen (18) months from the date of the warning provided there are no similar infractions committed during the intervening period.
- C. 3. A teacher's personnel file will be cleared of written reprimands after a period of thirty six (36) months from the date of the reprimand provided there are no similar infractions committed during the intervening period.
- C. 4. A teacher's personnel file will be cleared of suspension notices after a period of sixty (60) months from the date of the suspension provided there are no similar infractions during the intervening period.
- D. 1. The District shall conduct an annual school survey in each school related to such areas as facilities, resources, programming, and professional learning. The results of the surveys will be used to guide the District's actions in areas of professional development and programming.

ARTICLE SIXTEEN TEACHER PERSONNEL FILES

- A. 1. Teachers 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 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 as set forth in District policy and/or the Employee handbook.

**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"

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

____ I wish to be a member of the Manchester Education Association

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

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

- 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. 1. Dues deduction procedure will be as follows:
 - C. 2. 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. 3. The Board will not be required to honor any authorizations that are delivered to it later than October 15.
 - C. 4. 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. If paragraphs E-G below are deemed illegal, 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.

- E. Although it is agreed that union membership is not a mandatory condition of employment, employees covered by this Agreement shall be required, for as long as it is permitted by law, to pay an agency service fee in an amount not to exceed the union dues for the purpose of administering the provisions of this Agreement. Employees have the right to object to payment of an agency fee and the union shall justify what portion of the agency fee may constitutionally be collected from an objecting employee. The Association shall notify the District in writing the amount of the fee annually. The unit member paying the fee shall be able to use the payroll deduction to pay the fee in the same manner that Association members have dues deducted.
- F. The Association will certify to the District, in writing, the current rate of the service fee. Any changes to the rate of its union membership dues or service fee must be provided to the District in writing thirty (30) days in advance, prior to September 1. The Association is permitted to use District interoffice mail to notify the employee that the fee must be paid within 30 days, however, the District is not responsible for ensuring the payment of such fee.
- G. The union shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.

ARTICLE 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. Employees in their first year of employment shall receive their fifteen (15) sick days at the start of the school year, or prorated based on their start date. Subsequent years shall accrue on a monthly basis.
- A.2 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 anyone 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 not covered by medical insurance that are required for newly hired teachers.

- A. 3. 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. 4. 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. The Parties acknowledge that the students of the District benefit from having the classroom teacher present for each school day. Excessive teacher absences impair the continuity of instruction and degrade the overall quality of the education the students of the District receive. Both the District and the Association have a responsibility and a vested interest in ensuring the students of the District receive the highest quality public education. The District and the Association hereby pledge their joint commitment to reducing excessive absenteeism. Accordingly, the Administration and the Association shall develop joint messaging to teachers no later than July 1, 2020, reflecting that effective teaching requires continuity of instruction and the elimination of excessive absenteeism is a shared goal.

The Administration and the Association shall evaluate any resultant reductions in sick leave from September 1, 2020, through March 15, 2021. If there is a minimum of a five percent (5.0%) reduction in routine sick leave (non-FMLA etc.) as compared to the same period in the prior school year, then the parties will continue their efforts to reduce excessive absenteeism through messaging during FY22. If the routine sick leave use does not drop by a minimum of 5.0% as set forth above, the District shall have the right to reopen the contract relative to cost items and sick leave.

Given the importance of minimizing excessive absenteeism, it is agreed that employees deemed to have abused sick leave may be disciplined.

- C. 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.

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 sixty (60) days provided he/she has fifteen (15) years of full time service in the Manchester School District and gives timely notice of his/her intention to retire, which in the case of disability retirements shall be waived.

- D. Teachers shall be given a written accounting of their accumulated sick leave upon request.
- E. 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.
- F. 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 three (3) members appointed by the Superintendent. Each member shall serve for one (1) year and until a successor shall be appointed. The Administrative Committee shall meet at least monthly. A majority of the members present shall constitute a quorum and a majority vote of those present and voting shall decide all questions. Except in the case of school vacations, sick bank determinations shall be made within five school days of the request with necessary related documentation.

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. In no event may the sick bank be allowed to have a negative balance. Notwithstanding any provision of this agreement, once the sick bank reaches a zero balance all withdrawals shall cease until a positive balance is reestablished. No retroactive awards shall be made.

In accordance with current practice, sick bank balances are reset on the first day of each fiscal year.

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. These guidelines shall be made available to all employees who contribute to the sick bank and posted in the Employee Handbook.

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 the requisite 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 anyone (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 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. Additional personal days may be granted by the Superintendent in the event that both personal days are used for work restricted religious observances.

- 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 (by way of domestic partners, civil unions or marriage), parents, children, brothers, sisters,

mother-in-law or father-in-law, or a blood relative or ward residing in the same house. 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. No distinction shall be made between blood or step relations. Additional time may be granted at the discretion of the Superintendent and/or his/her designee.

- 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.
- 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. Unless otherwise agreed, if Good Friday falls on the day before the start of April school vacation, the school calendar shall reflect that it is a non-school day.
- I The MEA President, or the Vice President in the absence of the 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); middle (7 & 8); or high school (9-12) and to teach the curriculum of that level and/or designated subject(s) within a department. In any event, 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 four (4) years will be granted to any teacher who is inducted or enlists, or is called to active duty in any branch of the Armed Forces of the United States. Upon return from such leave, 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. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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 selection by a local, state or national program which requires such a leave to complete/attend/serve in the program or full-time study in the United States at any regionally accredited graduate school or at a foreign school approved by the Superintendent, including study in another area of specialization, subject to the following conditions:
- 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 full time study sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent no later than November 15 of the year preceding the school year for which the sabbatical leave is requested. Complete and detailed outline or work and/or study to be performed during the period of leave shall be provided in the request for leave. Requests for sabbatical for program selections shall be made as soon as reasonably possible by the employee, but no later than one month after receiving acceptance into the program.

The Superintendent shall inform each applicant in writing of the action to be recommended on the request for full time study sabbatical leave no later than December 15 of the school year preceding the school year for which the sabbatical is requested. The Board shall notify the teacher of its intent relative to the request for sabbatical leave by January 15.

In the case of program selections, the Superintendent shall inform each applicant, in writing, of the action to be recommended on the request for sabbatical leave no later than one month after receiving the request from the employee. The Board shall notify the teacher of its intent relative to the request for sabbatical leave no later than one month after receiving the application from the Superintendent.

- 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 I private dining areas and parking facilities are desirable.
- 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. Teachers will be included in the textbook selection process per the District policy.
- 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

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 the grievance procedure clause are subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 542, as amended.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. The parties agree that the party which requests a postponement of any arbitration hearing shall be obligated to pay any costs or fees submitted by the arbitrator and/or the NH Public Employees Labor Relations Board which result from the postponement.

D. Rights of Parties to Representation

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.

- E.7. The time limits set forth in this article may be reduced or extended by the mutual agreement of the Parties at each and every level.
- E.8. Unless otherwise agreed, failure to refer a grievance to the next level within the specified time period shall be considered an acceptance of the decision rendered.
- E.9. Unless otherwise agreed, failure to render a decision at any level of the grievance process within the specified time limits shall permit the grievant to proceed to the next level of the grievance process.
- E.10. Unless otherwise agreed, resolutions to grievances, including settlements shall be implemented within 30 school days of the resolution/settlement.

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. A copy of this Agreement shall be posted on the District website and shall be electronically accessible to all unit members.
- 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.
- I. A committee shall be established comprised of two school board members, two members appointed by the superintendent and four members appointed by the Association to study extracurricular stipends. The committee shall recommend any changes by December 1, 2020. The recommendation shall be submitted to the Board of School Committee and Association for ratification as required by law. If ratified and funded, the changes shall be implemented at the beginning of the 2021-2022 school year.
- J. The Association shall have the right to reopen the cost items set forth in this contract for FY22 in the event the State of New Hampshire increases Adequacy Aid or Stabilization Funds to the Manchester School District beyond any single biennium (on a sustained, ongoing and dependable basis and with other than one-time funds), by an annual amount that equals or exceeds Five Million Dollars (\$5,000,000.00).

ARTICLE TWENTY SEVEN
DURATION

The provisions of this Agreement shall be effective as of May 5, 2020, unless otherwise indicated within this Agreement, and will continue in full force and effect through June 30, 2023, and thereafter will automatically renew itself each year unless by December 1, 2022, 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 2022-2023 school year or thereafter.

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

For the Board of School Committee confirming approval on: May 5, 2020.

By: *Jane Cray* Date: *6/3/20*

By: *John Colquhoun* Date: *6-3-20*

Witnessed by: *Karen DeFrancis* Date: *6/3/2020*

For the Manchester Education Association confirming approval on: May 5, 2020.

By: Aire Effannan, President

Date: 6-3-2020

By: Maymi P. Mosley
Vice President

Date: 6-3-2020

Witnessed by: Karen DeFrancis

Date: 6/3/2020

APPENDIX A

Extracurricular Activities Stipend

Extracurricular Activities rates based on percentage of Bachelor's Step 1

Elementary	Percent
Intramural Sports	.038
Drama Club	.025
Middle School	Percent
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	0.07
High School	Percent
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	0.07
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 B

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 C

CRITERIA FOR HEAD COACHING POSITION FOR MANCHESTER SCHOOL DISTRICT

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

**APPENDIX D
JOB SHARE
AGREEMENT**

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

The terms of the agreement are listed below:

1. The Teachers agree to share one full-time teaching position. There will be a split of the responsibilities that would normally fall under one full-time position. Dependent on need, alternative splits other than 50/50 may be made. Said parties and Principal _____ will work out the exact scheduling details of the split.
2. Teachers will each be compensated in proportion to the agreed to split based upon ~~of~~ their prevailing wage step. Since both-teachers will be working for a full year, they will receive their step increase.
3. To the extent permitted by law, both-teachers will be able to maintain membership in the New Hampshire Retirement System at the agreed to split/rate.
4. Medical and dental coverage will continue uninterrupted. Unless otherwise agreed, the 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 the proportionate number of hours based upon agreed to split percentage.
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 teachers 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 80% / 20 % and/or medical insurance at 82.5% / 17.5%.

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

Date

Date

COMPENSATION AND BENEFITS:

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

PROFESSIONAL
DUTIES:

1. Each teacher would attend scheduled parent conferences and staffing 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 _____

Date _____

Superintendent of Schools

APPENDIX E

Professional Planning Time at the Middle School Level

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

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

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

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

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

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

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

1. Team Meetings

2. Assigned duties

3. Professional Learning Community related activities.

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

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

<p>Team Meetings (needs to be documented with all professionals attending signing in)</p>	<p>Assigned Duties (which does not include covering classes)</p>	<p>Professional Learning Community - related Activities(PLC) (needs to be documented with all professionals signing in)</p>
<p>IEP Meetings; Disposition, manifestation, review, etc.</p>	<p>Student supervision of common areas; office duty; library duty, etc.</p>	<p>Assessment / data collaboration</p>
<p>504 Meetings; disposition, review, etc.</p>	<p>Supervised Study/Guided Study</p>	<p>Training of new materials and curriculum</p>
<p>Attendance Review and intervention</p>	<p>Special projects determined by the administrator and teacher</p>	<p>Book studies</p>
<p>Conduct Review and intervention</p>		<p>Collaborative sharing of new instructional models and materials</p>
<p>Integrated curriculum planning</p>		<p>Discussion related to professional practices</p>
<p>Assessment / Data collaboration</p>		<p>Other activities designated by the administration in collaboration with the professional staff</p>
<p>Advisory / Enrichment Planning</p>		<p>Peer mentoring/support</p>
<p>Family Outreach regarding academic performance, attendance or disciplinary issues.</p>		<p>Observations of peer instruction/work</p>

Collaborative conversation about Rtl needs and other student support interventions/case study reviews.		
Student Study Team paperwork completion and/or formal meetings.		

Appendix F

Health Plans

See Attached.

APPENDIX G
Salary Scales

FY 2019-2020

	BA	BA+30	MA	MA+30	CAGS	DOC
1	37,250	40,230	41,720	44,700	45,445	46,563
2	37,809	40,833	42,346	45,371	46,127	47,261
3	40,077	43,102	44,614	47,639	48,395	49,530
4	42,346	45,371	46,883	49,908	50,664	51,798
5	44,614	47,639	49,151	52,176	52,932	54,067
6	46,883	49,908	51,420	54,445	55,201	56,336
7	49,151	52,176	53,688	56,713	57,469	58,604
8	51,420	54,445	55,957	58,982	59,738	60,873
9	53,688	56,713	58,225	61,250	62,006	63,141
10	55,957	58,982	60,494	63,519	64,275	65,410
11	58,225	61,250	62,763	65,787	66,543	67,678
12	60,494	63,519	65,031	68,056	68,812	69,947
13	62,763	65,787	67,300	70,324	71,080	72,215
14	65,031	68,056	69,568	72,593	73,349	74,484
15	67,300	70,324	71,837	74,861	75,618	76,752
16	67,423	70,403	71,893	74,873	75,618	76,735

FY 2020-2021

	BA	BA+30	MA	MA+30	CAGS	DOC
1	38,250	41,230	42,720	45,700	46,445	47,563
2	38,368	41,437	42,972	46,041	46,808	47,960
3	38,943	42,058	43,616	46,732	47,510	48,679
4	41,280	44,395	45,953	49,068	49,847	51,016
5	43,616	46,732	48,289	51,405	52,184	53,352
6	45,953	49,068	50,626	53,741	54,520	55,689
7	48,289	51,405	52,962	56,078	56,857	58,026
8	50,626	53,741	55,299	58,415	59,193	60,362
9	52,962	56,078	57,636	60,751	61,530	62,699
10	55,299	58,415	59,972	63,088	63,867	65,035
11	57,636	60,751	62,309	65,424	66,203	67,372
12	59,972	63,088	64,645	67,761	68,540	69,709
13	62,309	65,424	66,982	70,097	70,876	72,045
14	64,645	67,761	69,319	72,434	73,213	74,382
15	66,982	70,097	71,655	74,771	75,549	76,718
16	69,319	72,434	73,992	77,107	77,886	79,055

FY 2021-2022

	BA	BA+30	MA	MA+30	CAGS	DOC
1	39,250	42,230	43,720	46,700	47,445	48,563
2	39,398	42,467	44,002	47,071	47,838	48,990
3	39,519	42,680	44,261	47,422	48,213	49,399
4	40,111	43,320	44,925	48,134	48,936	50,140
5	42,518	45,727	47,331	50,540	51,342	52,546
6	44,925	48,134	49,738	52,947	53,749	54,953
7	47,331	50,540	52,145	55,354	56,156	57,360
8	49,738	52,947	54,551	57,760	58,563	59,766
9	52,145	55,354	56,958	60,167	60,969	62,173
10	54,551	57,760	59,365	62,574	63,376	64,580
11	56,958	60,167	61,771	64,980	65,783	66,986
12	59,365	62,574	64,178	67,387	68,189	69,393
13	61,771	64,980	66,585	69,794	70,596	71,800
14	64,178	67,387	68,991	72,200	73,003	74,206
15	66,585	69,794	71,398	74,607	75,409	76,613
16	68,991	72,200	73,805	77,014	77,816	79,020
17	71,398	74,607	76,211	79,420	80,223	81,426

Plus .15 Title I Supervisor

Plus .33 Mentors

Plus .14 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

Plus .22 Curriculum Implementation Specialists

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: \$25.00



Earn Rewards

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. 24/7 phone access to a nurse coach you can talk to about your pregnancy. A book that shows changes you can expect for you and your baby over the next nine months. Useful tools to help you, your doctor and your Future Moms coach track your pregnancy and spot possible risks.
- Wellness Tool Kit:** On-line program which allows you to take your Well Being Assessment and create a plan based on the results of that assessment. You will also gain access to wellness resources including videos, articles, healthy recipes and more.
- Condition Care:** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Program provides you with the tools to take charge of your health. You will also get 24/7 phone access to a nurse case manager. Health review and follow up calls if you need them. Tips on prevention and lifestyle changes to help you improve your quality of life.

Summary of Covered Services

Preventive Care

Anthem's Lumenos with HSA plan covers preventive services¹ recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to help prevent avoidable premature injury, illness and death.

All preventive services received from a network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

Child Preventive Care

Office Visits for preventive services
Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam and Pap test for females who are age 18, or have been sexually active.
Immunizations:
 Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer
 H. Influenza type b
 Polio
 Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits for preventive services
Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.
Immunizations:
 Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer

¹Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits. SISA1137P3 (Core SISA1137P2)
 Manchester School District 7/1/17

If you have questions, please call toll-free 1-800-870-3122.



Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos with HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos with HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services (network coinsurance applies to both network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home Health Care and Hospice Care
- Physical, Speech, and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.² With Anthem's Lumenos with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home health care services are limited to 100 visits per member per calendar year.
- Durable Medical Equipment: unlimited per member per contract year.
- Chiropractic Visits: Unlimited visits per member per contract year.
- Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
- Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
- Inpatient hospitalizations require authorizations
- Routine Vision: Limited to one per member per calendar year
- Fitness Club Reimbursement \$200 maximum (limited to one member per enrolled household per plan year).
- Vision Hardware (per member every 2 plan years) \$100 maximum reimbursement for frames and lenses.
- Your Lumenos HSA plan includes a lifetime maximum of unlimited.

² Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.



BlueChoice™ New England Regional HSA
(NH, VT, MA, ME, CT and RI)
Lumenos Plan Summary

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Master Contract, Certificate and Cost Sharing Schedule. In the event of a conflict between the Group Master Contract and this description, the terms of the Certificate will prevail. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefits levels may vary.

Additional limitations and exclusions may apply.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

Anthem Blue Cross and Blue Shield is the trade name for the following: In Connecticut: Anthem Health Plans, Inc. In Maine: Anthem Health Plans of Maine, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. Independent licensees of the Blue Cross and Blue Shield Association. ® Anthem and Lumenos are registered trademarks. © Blue Cross and Blue Shield names and symbols are registered trademarks of the Blue Cross and Blue Shield Association.

SISA1137P3 (Core SISA1137P2) Manchester School District

7/1/17

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If you have questions, please call toll-free 1-800-870-3122.

Summary of Benefits – Plan Year

This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.

Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Preventive Care <ul style="list-style-type: none"> Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears Routine physical exam for babies, children and adults including family planning visits Routine hearing exam Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>) 	Covered in full
Other Outpatient Care <ul style="list-style-type: none"> Medical exam, office surgery and anesthesia Early childhood intervention therapy services for children up to age 3 	\$20 per visit to your PCP \$30 per visit to any Specialist
<ul style="list-style-type: none"> Diagnostic lab services at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities 	Covered in full
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Outpatient surgery at Ambulatory Surgical Center at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Short term rehabilitative therapy- <i>physical, occupational, or speech (up to 60 visits, any combination, per member, per plan year)</i> 	Covered in full
<ul style="list-style-type: none"> Surgery at non-SOS facilities or a hospital outpatient department 	\$250 copay
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals 	\$250 copay
<ul style="list-style-type: none"> Diagnostic lab services at non-SOS facilities or hospitals 	\$50 copay
<ul style="list-style-type: none"> Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals 	\$125 copay
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> Semi-private room and board Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy 	\$1,500 per member / \$3,000 per family per plan year deductible
Skilled Nursing Facility and Rehabilitation Facility Care <i>(limited to 100 days for each per member, per calendar year)</i>	
Durable Medical Equipment (DME) <i>Unlimited</i>	Covered in full

Other Services <ul style="list-style-type: none"> OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (<i>unlimited visits</i>) 	\$20 per visit Subject to inpatient deductible \$30 per visit
Emergency Room or Urgent Care Center Visit <ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 	\$100 per visit \$50 per visit Covered in full
Ambulance (<i>medically necessary emergency transport only</i>)	Covered in full
Service Received	
Your Share of the Cost	
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Mental Health and Substance Abuse <ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation 	\$20 copayment per visit
<ul style="list-style-type: none"> Inpatient services <ul style="list-style-type: none"> Semi-private room & board Physician visit 	\$1,500 per member / \$3,000 per family per plan year deductible
Prescription Drugs	
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy <ul style="list-style-type: none"> Copayment applies to each fill, up to a 30-day supply for retail Includes maintenance drugs at a retail or mail order pharmacy Only certain drugs are considered “maintenance” and are available for a supply greater than 30 days. <p>Important notes:</p> <ul style="list-style-type: none"> Whenever available, your prescription will be filled generically. If you choose to buy a brand drug, you pay the generic copay, plus the difference in cost between the brand and generic drug. If, due to medical necessity, your physician must prescribe a brand drug, you pay the brand copay. <p>Refer to your prescription drug program flyer for details.</p>	Retail (30 day supply): \$10 copay /tier 1 \$30 copay / tier 2 \$50 copay / tier 3 90 day supply at retail for 3 copayments Mail Order (90 day supply): \$20 copay /tier 1 \$60 copay / tier 2 \$100 copay / tier 3
Maximum for Services Subject to Deductible	
Individual Maximum Family Maximum	\$1,500 per member per plan year \$3,000 per family per plan year
Out of Pocket Limitations	
Medical Out-of-Pocket Limitation The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year
Other	
Fitness Club Reimbursement Vision Hardware (per member every two plan years)	\$200 maximum reimbursement (limited to one member per enrolled household per plan year) \$100 maximum reimbursement for frames and lenses.

Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

Services Not Covered

• Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the subscriber certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthographic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:

• Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct

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This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122

† Access Blue New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

Summary of Benefits – Plan Year

This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.

Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Preventive Care <ul style="list-style-type: none"> Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears Routine physical exam for babies, children and adults including family planning visits Routine hearing exam Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>) 	Covered in full
Other Outpatient Care <ul style="list-style-type: none"> Medical exam, office surgery and anesthesia Early childhood intervention therapy services for children up to age 3 	\$20 per visit to your PCP \$30 per visit to any Specialist
<ul style="list-style-type: none"> Diagnostic lab services at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities 	Covered in full
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Outpatient surgery at Ambulatory Surgical Center at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Short term rehabilitative therapy- <i>physical, occupational, or speech (up to 60 visits, any combination, per member, per plan year)</i> 	Covered in full
<ul style="list-style-type: none"> Surgery at non-SOS facilities or a hospital outpatient department 	\$250 copay
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals 	\$250 copay
<ul style="list-style-type: none"> Diagnostic lab services at non-SOS facilities or hospitals 	\$50 copay
<ul style="list-style-type: none"> Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals 	\$125 copay
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> Semi-private room and board Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy 	\$250 per member / \$500 per family per plan year deductible
Skilled Nursing Facility and Rehabilitation Facility Care <i>(limited to 100 days for each per member, per calendar year)</i>	
Durable Medical Equipment (DME) <i>Unlimited</i>	Covered in full

Other Services <ul style="list-style-type: none"> OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (<i>unlimited visits</i>) 	\$20 per visit Subject to inpatient deductible \$30 per visit
Emergency Room or Urgent Care Center Visit <ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 	\$100 per visit \$50 per visit Covered in full
Ambulance (<i>medically necessary emergency transport only</i>)	Covered in full
Service Received	
Your Share of the Cost	
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Mental Health and Substance Abuse <ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation 	\$20 copayment per visit
<ul style="list-style-type: none"> Inpatient services <ul style="list-style-type: none"> Semi-private room & board Physician visit 	\$250 per member / \$500 per family per plan year deductible
Prescription Drugs	
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy <ul style="list-style-type: none"> Copayment applies to each fill, up to a 30-day supply for retail Includes maintenance drugs at a retail or mail order pharmacy Only certain drugs are considered “maintenance” and are available for a supply greater than 30 days. <p>Important notes:</p> <ul style="list-style-type: none"> Whenever available, your prescription will be filled generically. If you choose to buy a brand drug, you pay the generic copay, plus the difference in cost between the brand and generic drug. If, due to medical necessity, your physician must prescribe a brand drug, you pay the brand copay. <p>Refer to your prescription drug program flyer for details.</p>	Retail (30 day supply): \$10 copay /tier 1 \$30 copay / tier 2 \$50 copay / tier 3 90 day supply at retail for 3 copayments Mail Order (90 day supply): \$20 copay /tier 1 \$60 copay / tier 2 \$100 copay / tier 3
Maximum for Services Subject to Deductible	
Individual Maximum Family Maximum	\$250 per member per plan year \$500 per family per plan year
Out of Pocket Limitations	
Medical Out-of-Pocket Limitation The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year
Other	
Fitness Club Reimbursement Vision Hardware (per member every two plan years)	\$200 maximum reimbursement (limited to one member per enrolled household per plan year) \$100 maximum reimbursement for frames and lenses.
Exclusions and Limitations	

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Services Not Covered

• Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the subscriber certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthographic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

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POS Site of Service BlueChoice® New England†



\$1,500 Deductible Site of Service Plan

Summary of Benefits – Plan Year

This is only a brief summary of your coverage. Benefits apply when care is **medically necessary**. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full. However, if you receive services from a non-network provider, under Self Referred benefits, it is your responsibility to pay the difference between the MAB and the provider's charge.

Service Received	Your Share of the Cost	
You do not need a referral from your Primary Care Provider. Your benefit is determined by whether you choose a provider in your designated network or an out-of-network provider.		
Preventive Care	In Network Benefits	Out of Network Benefits[®]
<ul style="list-style-type: none"> Immunization, lead screening, PSA (prostate screening), mammograms and PAP smears Routine physical exam for babies, children and adults including family planning visits Routine hearing exam Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>) 	Covered in full	Covered up to MAB Subject to: \$1,500 deductible per member, no more than \$3,000 per family per plan year
Other Outpatient Care		and
<ul style="list-style-type: none"> Medical exam, office surgery and anesthesia Early childhood intervention therapy services for children up to age 3 	\$25 per visit to your PCP \$35 per visit to any specialist	20% coinsurance up to \$400 per member, no more than \$1,200 per family per plan year
<ul style="list-style-type: none"> Diagnostic lab services at SOS facilities Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities High cost diagnostic imaging such as MRI/CT Scans at SOS facilities Outpatient surgery at Ambulatory Surgical Center at SOS facilities Short term rehabilitative therapy - physical, occupational, or speech (<i>unlimited</i>)[☺] 	Covered in full Covered in full Covered in full Covered in full Covered in full	Out-of-pocket maximum \$1,900 per member, no more than \$4,200 per family per plan year
<ul style="list-style-type: none"> Surgery at non-SOS facilities or a hospital outpatient department High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals Diagnostic lab services at non-SOS facilities or hospitals Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facility or hospitals 	\$250 copay per visit \$250 copay per visit \$50 copay per visit \$125 copay per visit	Some benefits are subject to precertification requirements. Refer to your Subscriber Certificate for details. Call 1-800-531-4450 to precertify.
Inpatient Care (as a bed patient in an acute care hospital)		
<ul style="list-style-type: none"> Semi-private room and board Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy. 		
Skilled Nursing Facility and Rehabilitation Facility Care		
(<i>limited to 100 days for each per member, per calendar year</i>) [☺]		
Durable Medical Equipment (DME)		
(<i>Unlimited</i>) [☺]	Covered in full	
Other Services		
<ul style="list-style-type: none"> Chiropractic visit (<i>12 visits per member per plan year</i>) OB/GYN care (performed by an OB/GYN provider) <ul style="list-style-type: none"> - Exam - Maternity care (routine prenatal, delivery and postpartum) 	\$35 per visit \$25 per visit Subject to inpatient deductible	

Emergency Room or Urgent Care Visit		
<ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 	\$150 per visit \$75 per visit Covered in full	Same as Network Benefits
Ambulance (medically necessary emergency transport only)		Covered in full
Covered in full up to MAB		
Service Received	Your Share of the Cost	
	In Network Benefits	Out of Network Benefits[®]
Mental Health and Substance Abuse <ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation Inpatient services <ul style="list-style-type: none"> Semi-private room & board Physician visit 	\$25 copayment per visit	Subject to deductible and coinsurance
	\$1,500 deductible per member / \$3,000 deductible per family per plan year deductible	
Prescription Drugs		
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy <ul style="list-style-type: none"> Copayment applies to each fill, up to a 30-day supply for retail Includes maintenance drugs at a retail or mail order pharmacy Only certain drugs are considered “maintenance” and are available for a supply greater than 30 days. Important notes: <ul style="list-style-type: none"> If you choose to buy a brand drug, you pay the brand copay Refer to your prescription drug program flyer for details.	Network Benefits	Out-of-Network Benefits[®]
	Retail (30 day supply): \$10 copay / tier 1 \$30 copay / tier 2 \$50 copay / tier 3 90 day supply available at retail for 3 copays Mail Order (90 day supply): \$20 copay / tier 1 \$60 copay / tier 2 \$100 copay / tier 3	Same as network benefits
Maximums for Services Subject to Deductible		
Individual Maximum	\$1,500 per member per plan year	Not applicable. All services subject to out of network deductible and coinsurance.
Family Maximum	\$3,000 per family per plan year	
Out of Pocket Limitations		
Medical Out-of-Pocket Limitation The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year	Not applicable. All services subject to out of network deductible and coinsurance.
Other		
Fitness Club Reimbursement	\$200 maximum reimbursement (limited to one member per enrolled household per plan year)	
Vision Hardware (per member every two plan years)	\$100 maximum reimbursement for frames and lenses	

Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

Services Not Covered

• Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/ Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the Subscriber Certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids (except for children under 19), eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

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☺ Any combination of benefits from either column count toward this maximum.

⌘ Services are covered up to the MAB. Out of network providers may bill you for amounts that exceed the MAB.

† BlueChoice New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan