

**AGREEMENT**

*Between*

**Winnisquam Regional  
School Board**

*and*

**Winnisquam Regional  
Teachers Association**

**2017-2019**

## **DEFINITIONS**

### **SCHOOL:**

The term "School," as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Winnisquam Regional School District.

### **TEACHER:**

The term "Teacher," as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement.

### **FACULTY REPRESENTATIVE:**

The term "Faculty Representative," as used in this Agreement, means the Association Faculty Representative.

### **PERSON:**

The term "Person," as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement. Whenever the singular is used in this Agreement, it is to include the plural.

### **PELRB:**

The term "PELRB," as used in this Agreement, shall mean the New Hampshire Public Employee Labor Relations Board.

### **BOARD:**

Unless otherwise specified herein the term "Board" as used in this Agreement means the Winnisquam Regional School Board.

### **ASSOCIATION:**

Unless otherwise specified herein the term "Association" as used in this Agreement means the Winnisquam Regional Teachers Association.

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## **ARTICLE I -- RECOGNITION**

- 1.1** For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Winnisquam Regional School District during the term of this Agreement. The term "Teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education or other appropriate licensing agency under regulations governing the certification of teaching personnel, media generalist/specialist, guidance personnel and nurses, but excluding superintendent, business administrator, director of human resources and accounting, director of curriculum and instruction, director of special education, director of food service, director of technology, director of facilities, school psychologists, occupational and physical therapists, principal, assistant principal, athletic directors, persons employed by the State Board of Education, teacher consultants, paraprofessionals and custodians, school volunteers, or administrators.
- 1.2** Unless otherwise indicated, the term "Teacher," when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of Article I.
- 1.3** Unless otherwise indicated, the term "Administrator," when used hereinafter in this Agreement shall refer to those employees who serve in an administrative capacity full-time or more than half time.

## **ARTICLE II -- SCOPE OF AGREEMENT**

- 2.1** The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Agreements reached pursuant to Article IV hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

## **ARTICLE III -- UNIT CERTIFICATION**

- 3.1** Upon receipt from the employees defined in Article I, Section 1, of appropriate evidence certifying the Association as their exclusive representative for collective negotiations, the Board shall enter into negotiations under the procedure defined in Article IV. Appropriate evidence is hereby defined as a certified statement that the Association has been designated by more than fifty per cent (50%) of the District's employees covered by this Agreement, as defined in Article I, Section 1 of this Agreement, as their exclusive representative for collective negotiations. Any disputes which may arise under this Article III shall be resolved by the New Hampshire Public Employee Labor Relations Board. The parties agree to bargain according to RSA 273-A.

**ARTICLE IV**  
**PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 4.1** On or prior to October first (1st) of the prior year in which this Agreement expires, and subject to compliance with Articles III and XV, either party may, in writing, notify the other party of its desire to terminate or modify the terms and conditions of this Agreement. If proper notice is given, the parties shall, no later than October thirtieth (30th) meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.
- 4.2** The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3** The Board agrees to supply the Association with nonconfidential information as is in the Board's possession and is requested by the Association which relates to this article.
- 4.4** Any agreement reached shall be reduced to writing and signed by the Board and Association. 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 Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreement, and will not at any annual District Meeting submit teachers' salaries or benefits increases as a separate warrant article, except at the beginning of a new Collective Bargaining Agreement. Nothing contained in this Section 4.4 shall prevent the Board from funding teachers' salaries in the event of a budget cut.
- 4.5** In the event of an impasse, the parties shall by mutual agreement attempt to select a mediator to assist in reconciling their differences and resolving the controversy on terms which are mutually acceptable. If the parties cannot agree upon a neutral mediator, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them.
- 4.6** In the event the mediator is unable to effect settlement of the controversy, the parties shall by mutual agreement attempt to select a fact finder. If the parties cannot agree upon a fact finder, either party may request the American Arbitration Association to designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.
- 4.7** The fact finder will hold a hearing and establish the appropriate procedural rules regarding evidence and time limits. If a fact finder is designated by the AAA, the fact finder will hold a hearing in accordance with AAA rules. Any such hearings will be held in closed session. Unless parties reach agreement, the fact finder shall make findings of fact and recommend terms of settlement regarding the disputed matters submitted to him/her. The fact finder's recommendations shall become public ten days following receipt by the parties unless the parties reach agreement during that ten day period. Cost items related to the recommendation of the fact finder shall be submitted to the legislative body for approval.
- 4.8** The costs for services of a mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.
- 4.9** Determinations and/or recommendations under the provisions of Sections 4.6 and 4.7 of this Article IV will not be binding on the parties.
- 4.10** During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.
- 4.11** The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article IV.

- 4.12** A copy of any agreement reached hereunder will be filed with the NHPERB within fourteen (14) days of its execution. The agreement shall be submitted by the Winnisquam Regional Teachers Association.
- 4.13** If the monies to fund the economic provisions are not appropriated as provided in this Article IV, or if either party rejects the recommendations set forth in this Article IV, Section 4.9, then the parties shall do the following:
- 4.13.1** The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and
  - 4.13.2** The parties shall, within ten (10) days of such notification, meet and develop a modified settlement.

## ARTICLE V -- ASSOCIATION RIGHTS

- 5.1** The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the principal in advance.
- 5.2** The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3** The Association will, upon request, be given a place on the agenda of the Orientation Program for all teachers.
- 5.4** The Association will have the right to post notices on its activities and matters of teacher concern in teachers' rooms and shall continue to have the use of the teacher mail box system.
- 5.5** Upon notification by an employee (see Appendix D attached hereto), the Board will continue its present practice to deduct professional association dues and forward such deduction to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith.
- 5.6** The Association may, with permission from the building principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.
- 5.7** Rights granted to the Association under this Article V shall not, in the judgment of the Board, be disruptive or injurious to the Winnisquam Education System, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary or capricious.
- 5.8** During the term of this Agreement, the rights and privileges set forth in this Article V shall not be granted to any other bargaining agent.
- 5.9** Request under the provisions of this Article V shall mean permission and shall be made to the building principal or his/her designee.
- 5.10** Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under this Agreement.



## ARTICLE VI -- TEACHER EVALUATION

- 6.1** The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.
- 6.2** The parties recognize and agree that, subject to the provisions of this Article VI, teacher evaluation is an administrative function.
- 6.3** Each teacher within the Winnisquam Regional School District shall be made aware of the school district's evaluation plan, including criteria, goals, objectives, and schedule for observation in the plan of Appendix F Section VII Evaluation of Educator Effectiveness. Any recommendations for change to the documents or the process should be sent to the Professional Learning and Evaluation Committee by March 1<sup>st</sup>. All changes will be reviewed and presented to the WRTA and WRSD School Board for final approval by May 1<sup>st</sup> on an annual basis. The WRTA shall have the right to contribute input and to meet and confer but in any event, the Board shall make the final determination. Subsequent review will be conducted on a yearly basis and will be subject to the same procedure.
- 6.4** The observation of the work performance of a teacher will be conducted openly.
- 6.5** No teacher shall be adversely evaluated for any deficiency arising from a lack of supplies, materials, or books, provided that such were properly requested by the teacher. The evaluator shall take into consideration and note in the narrative any condition or circumstance beyond the control of the teacher, which may have an adverse effect on the teacher's performance (e.g. equipment, class make-up).

### Complaints & Personnel Files

- 6.6** Complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a teacher shall be promptly investigated. Where appropriate, the teacher shall be notified of any such complaints as soon as possible and will be given an opportunity to respond and meet with the person(s) making the complaint. The teacher shall acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective teacher's files.
- 6.6.1** Unsubstantiated complaints shall not be placed in a teacher's files. Any complaint placed in a teacher's file shall be subject to review upon said teacher's request after a period of one (1) year, and the teacher may request to the Superintendent of Schools that such complaint be removed from his/her file. Such request for review will be confidential to the Superintendent of Schools. The Superintendent shall review and investigate all facts related to such complaint in rendering a decision on the request. If such complaint is not removed, the teacher reserves the right to ask for such review each year thereafter. The Superintendent shall make the final decision of such removal. If the complaint is not removed by the Superintendent, then any such complaint which remains in that teacher's file will in any event be expunged after eight (8) years upon the written request of said teacher. This provision of expunging the file shall not apply to discipline based on harassment, inappropriate behavior or speech directed at students, staff, and other persons in the school district. The infraction would be so identified at the time of placement in the personnel file.

- 6.7** Each teacher shall be entitled to access his/her personnel files at a time mutually agreed upon by the teacher and the Superintendent, or his/her designee. Upon request by a teacher to have access to their personnel file, the file will be made available within four days of such request.
- 6.8** The teacher may review their personnel file in the Superintendent's office and make appropriate response to any material contained in his/her personnel files and such response shall be made part of said teacher's files. Reproductions of such material may be made by hand or copying machine, if available.

### **Joint Committee on Evaluation System**

- 6.10** The District Evaluation Committee will review the teacher evaluation system upon request by either the Winnisquam Regional Teachers Association or the Winnisquam Regional School Board. The committee shall forward pertinent recommendations to the Winnisquam Regional School Board.

### **Due Process Rights**

- 6.11** Any misapplication of the procedures outlined in the Teacher Evaluation process may be addressed through established grievance procedures.

## ARTICLE VII -- TEACHER EMPLOYMENT

**7.1** The Board agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted.

**7.2** For purposes of this agreement, the period of service shall not be more than one hundred ninety (190) days, as set forth in an individual contract (see Appendix C attached hereto) between the Board and each teacher, to be allocated as follows: 180 Teaching Days, 3 Professional development days prior to school opening, 1 full day which will be **solely** for classroom preparation in the teacher's assigned room, 1 day for parent-teacher conferences, 4.5 Professional development days throughout the school year, and 0.5 day **solely** for teacher's end of the year responsibilities. Teachers will be allowed an extra day to complete their end of the year checkout responsibilities if additional time is needed.

The Superintendent will, on request, meet and confer with the Association in order to secure input in the content and use of in-service days including staff development credit, it being understood that the Superintendent will in any event make the final determination. Such request shall be on or before June 1st of the preceding school year.

**7.2.1** Teachers new to WRSD will attend three full paid/compensated days of an in-service program prior to the first day of classes, one of which will be solely for classroom preparation in their assigned room. Compensation will be at their regular contractual rate for the year.

**7.3** Any individual contract (see Appendix C attached hereto) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the language contained in this Agreement, shall be controlling for the duration of the individual contract.

### Teachers Workday

**7.4** The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a teacher's day is not necessarily coterminous with that of the pupil.

**7.4.1** Changes to the Teachers' Day as described in the faculty handbook of each specific building may be made one week prior to the first day that the full staff reports to work.

**7.4.2** Two weeks prior to the first day teachers report to work, teachers will receive a copy of the master schedule and student roster. It is understood that rosters may change before the start of the school year.

**7.5** Teachers are expected to carry out their professional duties which shall include, but not be limited to, institution faculty meetings, conferences with administration as required. Such meetings shall be of reasonable frequency and duration. Mandatory meetings involving the full faculty will be limited to one (1) hour in length and shall not ordinarily be held more than one time per week. Such meetings are mandatory unless excused by the Principal or designee.

**7.6** Except in emergencies, teachers will be granted a duty free lunch period of at least twenty-five (25) minutes.

### **Assignment of Teachers & Notification of Vacancies**

- 7.7 Teachers will be notified of their teaching assignment in writing on or before May twentieth (20th) of the academic school year for the ensuing year. The Board will notify any affected teacher of any change of assignment -- it being understood that the Board in any event shall make the final determination with respect to assignment of teachers.
- 7.7.1 Notices of vacancies within the District will be posted on the official bulletin board in each school as soon as the administration is aware of the existence of such vacancies.
- 7.7.2 Such notices will contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned and date by which the application is to be returned.
- 7.7.3 Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Principal no later than April 1<sup>st</sup> or within 7 days of the posting of a vacant position. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference.
- 7.7.4 Interested teachers already employed in the Winnisquam Regional School District, meeting minimum State certification and qualification requirements for the position, may be granted an interview.

### **Shared Leadership**

- 7.8 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before December 15<sup>th</sup> of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.
- 7.9 In order to secure teacher input, the Board agrees to permit the Association to name a teacher to sit as a member of the Board's Strategic Planning Committee.
- 7.9.1 The Board agrees to permit the Association to name a teacher to sit as a volunteer, non-voting member of the Board's Policy Committee for as long as the Committee is in existence.

### **Professional Development & Course Reimbursement**

- 7.10 The School Board and the WRTA are committed to the importance of Professional Development as an ongoing means of creating and maintaining Highly Qualified Teachers. All Professional Development courses/workshops/conferences submitted for Professional Development leave, Prepayment, or Reimbursement must be approved by the Superintendent and must be related to either an approved or pending Form A. Graduate Courses will be taken in the Teacher's certified area before courses will be approved in another certified area. A minimum of eight (8) graduate courses will be taken in the Teacher's certified area before approval will be given for courses in another certified area at the sole discretion of the Superintendent of Schools and upon a recommendation from the Building Principal. If a sequence of courses needs to be followed, a Teacher may petition the Superintendent for an exemption. In order to meet district initiatives, the Superintendent, in consultation with the Building Principal, or Assistant Superintendent may approve coursework or workshops not related to the teacher's Individual Professional Learning Plan (IPLP).

- 7.10.1** A capped sum of \$110,000 for each contract year beginning in the school year 2014 will be available for approved professional development activities such as conferences/workshops and course payments. These funds may be released as noted in sections 7.10.9 and 7.10.10.
- 7.10.2** The total funds allocated as stated in 7.10.1 may be dispersed as follows: Seventy Thousand Dollars (\$70,000) for the period from July 1 to December 31; Forty Thousand Dollars (\$40,000) for the period from January 1 to June 30.
- 7.10.3** Within the first period, the Seventy Thousand Dollars (\$70,000) will be allocated according to the following categories: Forty Thousand Dollars (\$40,000) for courses, and Thirty Thousand Dollars (\$30,000) for conferences/workshops on a first come first serve basis. Within the second period, the Forty Thousand Dollars (\$40,000) will be allocated according to the following categories: Thirty Thousand Dollars (\$30,000) for courses, and Ten Thousand Dollars (\$10,000) for conferences/workshops on a first come first serve basis.
- 7.10.4** Teachers are entitled to seek prepayment for a course and conference/workshop activity through a district purchase order to cover the cost of the course or conference/workshop thirty (30) calendar days prior to the activity.
- 7.10.5** For workshops, courses, and conferences, reimbursement of lodging and meals shall not exceed One Hundred Fifty Dollars (\$150) per school year. Mileage reimbursement shall be at the standard IRS rate that is in effect at the time of the event.
- 7.10.6** Rate
- 7.10.7** Course payment will be primarily for graduate courses. The Superintendent may approve undergraduate course(s) if these course(s) fulfill the staff development requirement of the teacher making the request. The Association and the Board agree that proof of successful completion of graduate and undergraduate courses must be submitted at the end of a course. Successful completion of graduate and undergraduate courses means earning a grade of “B” or better. Failure to successfully complete a course will result in the reimbursement to the district by the staff member for the cost of the course. If a staff member decides to un-enroll for a course or other professional development after the district has issued a purchase order, the staff member is responsible for any additional costs or fees.
- 7.10.8** All teachers receiving reimbursement for graduate or undergraduate coursework are obligated to remain in the employ of the WRSD for a period of one (1) contract year from the completion date of class or repay the WRSD. Any teacher may petition the Superintendent to be exempt from this provision.
- 7.10.9** If there are professional development funds still available in a given category at the end of a period, those excess funds will become available for use in the other category in that period. If there are funds remaining in either category those funds will be distributed to the remaining periods in proportion according to the ratio in section 7.10.3.
- 7.10.10** If there are professional development funds still available as of June 1 of a given school year, teachers may apply for additional payments beyond three (3) courses for pre-approved, completed courses and for pre-approved workshops. Preference will be given to teachers whose courses or workshops are not reimbursed during the contract year. All requests under this section must be submitted to the SAU by June 10. If there are more requests for reimbursement than funds available, then the requests will be reimbursed on a pro-rated basis of the cost of the courses/workshops. To be eligible for reimbursement, all paperwork must be submitted to the SAU Office no later than June 10. This includes record of attendance, grade, receipt showing payment for the course, and a completed Form B.
- 7.10.11** Newly hired teachers may not access professional development funds prior to assuming their contractual teaching duties.
- 7.10.12** Undergraduate courses will not be counted for advancement on the salary scale.

### **Salary Track Changes for Coursework Completion**

- 7.11 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent not later than the day following Labor Day of any contract year. Time requirements specified in this Section 7.7 may be extended by mutual agreement.
- 7.11.1 For salary purposes, placement beyond the Teacher's current salary track will be determined by the number of graduate credits earned by the professional employee after their current track placement was granted.
- 7.12 The teacher must provide a certified, stamped transcript in a sealed envelope verifying the hours completed before credit will be given on the salary schedule.

### **Planning & Classroom Conditions**

- 7.13 To the best of their ability, the Board will provide a daily uninterrupted plan period to teachers. This may include classroom, department, interdisciplinary, and/or collaborative time.
- 7.14 The Board and the Association agree that, except in unusual circumstances, students will not be placed in any classroom in larger numbers than the capacity of the teaching facilities and stations available in that classroom, nor shall they be placed in a classroom unless it can be safety supervised and made appropriate for the learning to take place there.
- 7.15 It is the administration's responsibility to make every attempt to provide substitute teachers on a partial or full day basis.
- 7.16 The District recognizes that certain students require more attention from the classroom teacher than others. Therefore, care should be taken in the assignment of students to classrooms. Aides will be provided where needed, to the best of the Board's ability. It is the Board's intention to adhere to State Standards relative to class size.

### **Reduction in Work Force**

- 7.17 In the event the Winnisquam Regional School Board finds it necessary to reduce staff, the following guidelines will be used:
  - 7.17.1 Should reduction in force be deemed necessary, the Board will consider attrition as a means of effecting those reductions.
  - 7.17.2 The Board, following a review of the educational needs of the school's programs and the requirements of the available positions, will give preference to the employee with the longest continuous current active employment who meets those requirements. Staff members who have spent time on Board-approved leave will be considered to have had continuous, current, active employment.
  - 7.17.3 If the criteria in 7.17.1 and 7.17.2 are equal when identifying which teachers to release, the Board will use the following factors: certification, academic preparation, professional growth, job performance, experience in certified area, and /or job classification, ability, and overall effectiveness. All of the factors being equal, then seniority will be the final determination.
  - 7.17.4 When teaching positions become available, laid-off teachers will be reinstated in the inverse order of their being laid off, if at the time of their reinstatement, they are certified and qualified to teach the available position. Recall rights shall be as follows:
    - 7.17.41 They shall exist for two (2) school years following the school year in which the layoff notice is received;

- 7.17.42 The laid-off teacher shall maintain an up-to-date record with the Superintendent as to where the teacher can be notified of a recall;
- 7.17.43 The laid-off teacher shall keep the Board and/or administration informed as to the areas of certification;
- 7.17.44 Teachers must accept a recall within ten (10) days after its mailing, or in case of emergency, which requires sooner notification, within the time set by the Board or the teacher will be deemed to have waived such rights.
- 7.17.5 A recalled teacher's credit for previous years of service shall not be lost as a result of layoff.
- 7.17.6 The Board will secure the Association's input on such matters as reduction in force.

### **Discipline & Non-renewal**

- 7.18 No teacher will be disciplined (warned, reprimanded, suspended, or discharged) or, in the case of a continuing teacher, non-renewed except for just cause.
- 7.19 No non-continuing teacher shall have his/her contract non-renewed except as provided in RSA 189:14a.

### **Mentoring**

- 7.20 The Superintendent or designee will assign a mentor to each teacher new to the district. Each mentor will receive compensation of \$1200 per year and shall not be assigned more than three new teachers in a year. There shall not be more than ten mentors in the district. Every effort will be made to assign new teachers to mentors in the same building. A teacher who desires to serve as a mentor shall notify the building principal by June 15 of the prior school year. Only a teacher who volunteers to serve as a mentor shall be available for such appointment.

**ARTICLE VIII -- RATES OF PAY**

- 8.1** The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be pro-rated in each year of the contract of his/her appropriate salary step for the number of designated days of employment between the first day teachers are required to report to school in any year and June thirtieth (30th) of any such year.
- 8.2** Teachers shall have the option of salary payment, pro-rated on the basis of twenty-one (21) or twenty-six (26) paychecks. Those selecting twenty-six (26) payments shall be paid in a lump sum on the last pay period of the school year. If the school year is extended beyond the twenty-first (21st) pay period, teachers on the twenty-one (21) pay periods will receive their paychecks as contracted.



## ARTICLE IX -- GRIEVANCE PROCEDURE

### 9.1 Definition:

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved teacher" is the person or persons making the claim unless otherwise specified. All time limits in this Article IX shall mean school days, except under Section 9.7 of this Article.

### 9.2 Right of Representation:

A teacher covered by this Agreement shall, under this Article IX, have the right to have an Association representative present at any time subject to his/her requesting such representation.

### 9.3 Protected Activity: The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

### 9.4 Grievances of a general nature: Grievance(s) of a general nature, or involving the Superintendent may be submitted by the Association to Step 3.

### 9.5 Extensions: Time periods specified in this procedure may be extended by mutual agreement.

### 9.6 Association Grievance Committee: Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

### 9.7 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

### 9.8 Failure to respond or appeal: Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

### 9.9 Grievance documents: All documents relating to a grievance shall be filed separately from the teacher's personnel files.

### 9.10 Informal Procedure : Step 1

The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within thirty (30) days of the date on which the grievant knew of the incident giving rise to the grievance, he/she shall meet with the administrator whose action is the subject of the grievance in an effort to resolve the matter informally.

Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.

### 9.11 Formal Procedure:

A grievance must be filed in writing within thirty (30) days from the date on which the grievant knew of the incident giving rise to the grievance. (see Appendix E attached hereto) The written grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts, which will provide a sound basis for a complete understanding of any such grievance.

#### Step 2 Building Principal

Within five (5) days of receipt of a formal grievance, the building principal shall meet with the aggrieved teacher. Within five (5) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it must be

referred to Step 3 within five (5) days of the receipt of an answer given at this level. Failure to refer a grievance to the next level shall be considered acceptance of the decision.

Step 3 Superintendent

Within ten (10) days of a grievance being referred to this level, the Superintendent will meet with the participants of Step 2 or the parties to the grievance if appealed under 9.7 and examine the facts of the grievance. The Superintendent shall give his/her answer within ten (10) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from the receipt of the answer rendered at this level, the grievance must be referred to Step 4, the School Board, by certified mail to the Chairperson of the School Board in care of the Superintendent of Schools. Direct communication with school board members is prohibited on this matter. Failure to refer a grievance to the next level shall be considered acceptance of the decision.

Step 4 School Board

Within ten (10) days of grievance being referred to this level, the Board will hold a hearing with the participants of Levels A and B and examine the facts of the grievance. The Board will thereafter, within ten (10) days of such hearing, give its answer.

Step 5 Arbitration

Except as otherwise provided in this Article IX, if the grievance remains unsettled following the decision of the School Board, *with the exception of matters excluded from arbitration under section 9.13*, then the matter may be referred by the Association to arbitration within twenty (20) days of notification of the decision rendered at Step 4. If the matter is referred to arbitration, the parties shall by mutual agreement attempt to select an impartial arbitrator. If the parties cannot agree upon an impartial arbitrator within fifteen (15) days, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and he/she shall have no power or authority to add to, subtract from, alter, or modify any of the provisions of this Agreement and finally, he/she shall have no power or authority to order the reinstatement of any teacher who is dismissed or non-renewed by the Board except with respect to reduction in force or return from an authorized leave granted by the Board. The arbitrator shall thereafter submit a decision to both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

**9.12** Excluded from Arbitration: The following matters are excluded from the arbitration provision, but not from the grievance procedure, of this Agreement:

- Management prerogative as set forth in this Agreement, and as provided and interpreted under RSA 273;
- School Board Policy.
- Dismissal and non-renewal of a teacher which shall be accomplished solely under the appropriate RSAs.

**9.13** Greivable but not arbitrable: Matters which are grievable but not arbitrable under the provisions of this Article IX may be referred only through Step 4 and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provision of this Agreement.

## ARTICLE X -- LEAVE OF ABSENCE

### Sick Leave

- 10.1** It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article X.
- 10.2** Sick leave shall be confined to the personal illness of a teacher, excluding work connected disability covered by New Hampshire Worker's Compensation Laws, except that a teacher may use up to ten (10) sick days per year in order to care for his/her sick, child, parent, spouse, or significant other.
- 10.3** Teachers will earn 1.5 sick days for each month of service to a maximum of fifteen (15) days per school year August to May. At the end of a contract year, the maximum number of days that can be carried over to the next contract year will be a maximum of one hundred twenty (120) days. The superintendent may request medical evidence – whenever he/she feels it necessary and applicable. If an additional examination is required, the Board shall pay the cost of any such examination not covered by the teacher's health insurance plan. Medical records developed under this section 10.3 shall not become a part of a teacher's personnel file. Teachers on FMLA leave shall continue to receive district contribution towards health insurance in accordance with Appendix B.
- 10.4** Sick Leave Bank: A committee composed of the current Association president and two (2) members of the Association elected by the WRTA membership hereinafter called the Sick Leave Bank committee shall administer the Sick Leave Bank. Each committee member shall serve the term of the Collective Bargaining Agreement, or until a successor shall be present and voting shall decide all questions. Each teacher wishing to be covered during a contract year must be a participating member during that contract year by agreeing as required by the committee in writing to donate one (1) day from the fifteen allowed in a contract year in said bank. The committee shall inform the Superintendent in writing of those members wishing to participate by September 30<sup>th</sup>. Enrollment in the bank may not be modified during the contract year. After a teacher has exhausted all accumulated sick days of leave time; the teacher may then apply to the Sick Leave Bank if additional time is needed. The committee will be responsible for reporting all decisions to accept or deny Sick Leave Bank time requests within 5 days of the written request. Decisions will be forwarded to the Superintendent. All final decisions must be submitted one calendar week before the final payroll in June. Up to seventy-five (75) unused days in the sick bank at the end of a fiscal year may be carried over in the sick bank to the following year with the understanding that the total number of days in the sick bank not exceed three hundred fifty (350) days. Days donated by teachers to the sick leave bank will be deducted from their sick leave and cannot be recovered at the end of the school year.
- 10.5** For teachers who have accumulated fewer than 120 sick days, the School Board will pay a teacher whose annual sick leave is limited to two (2) days or fewer in a given contract year, excluding sick leave bank donations, \$200 per year. The School Board agrees to budget a capped sum of \$10,000 that will be available under this section. In the event the total eligible teachers times the \$200 stipend exceeds the budget amount, the School Board will pay the budgeted amount divided by the number of eligible teachers. Current year retirees are not excluded from this stipend. Payment of this incentive will occur with the first pay-period following the last day of school or the first payroll of the next fiscal year if no remaining pay-periods exist in the current year.
- 10.5.1** The district agrees to reimburse teachers who have accumulated over the maximum 120 days at the rate of \$30 per unused sick day above 120 for teachers who have accumulated 12

to 15 days, or \$20 per day for teachers who have accumulated 10-11 days by June 30<sup>th</sup> of that school year. The School Board agrees to budget a capped sum of \$20,000 that will be available under this section. In the event the total amount due to the eligible teachers exceeds the budget amount, the School Board will pay a pro-rated amount to eligible teachers under this section. Current year retirees are not excluded from this stipend. Payment of this incentive will occur with the first pay-period following the last day of school or the first payroll of the next fiscal year if no remaining pay-periods exist in the current year.

**10.5.2** Donations to the sick leave bank are excluded from the Teacher Attendance Incentive.

### **Family Medical Leave**

**10.6** According to the provisions of the Family and Medical Leave Act (“FMLA”) and the Americans with Disabilities Act (“ADA”), unpaid leave(s) of absence and the substitution of paid leave(s) shall be granted to any covered employee who qualifies.

### **Maternity Leave**

**10.7** Disability related to pregnancy, child birth or related conditions shall be treated as any other personal disability. Prior to the birth, a temporary leave of absence, without pay, shall be granted earlier than sick leave eligibility by mutual agreement of the individual covered employee and the Superintendent.

Following birth, sick leave shall be granted with a physician’s statement that the covered employee is not able to conduct her duties due to a physical disability resulting from pregnancy, child birth or related medical conditions.

If a teacher has exhausted all paid leave benefits (including sick leave) and/or is otherwise ineligible for paid leave benefits, she is allowed to take an unpaid leave of absence for the period of temporary disability resulting from pregnancy, childbirth or related medical conditions.

### **Child-Rearing Leave**

**10.8** If a suitable replacement can be found\*, Child-Rearing Leave of up to one (1) year for either natural or adoptive parents or legal guardians, shall be granted without pay in compliance with state and federal regulations to teachers upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least ninety (90) days prior to the date on which the leave is to begin, except in cases of emergency. Child-Rearing Leave notification shall also include the expected termination date of such leave.

\*It is not the Board's intent to discriminate against teachers of certain subject areas or adoptive parents by the use of this phrase.

The teacher may continue insurances through the district by making personal payment through the SAU office or its agent.

Upon return to service, the teacher shall be granted the total number of sick leave days accumulated prior to the child-rearing leave.

### **Personal Leave**

- 10.9** Teachers shall be entitled to a maximum of three (3) paid personal leave days in any school year subject to the following:
- 10.9.1** Not more than five (5) staff members district-wide may exercise this benefit in any one (1) day. Leave under this Section shall be for: conducting important affairs which cannot be accomplished at any other time; attending to sick relatives; observing holy days. It excludes such things as social affairs, pleasure trips and recreation, and pay for work at another job, i.e. consulting work, officiating at sporting events, and any other activity for which the teacher will be compensated.
- 10.9.2** To be eligible for personal leave under this Section, written request must be given three (3) days in advance. A notice of less than three (3) days will require the specific reason for use of such day. Personal days will not be used to extend any school holiday or vacation.
- 10.10** A teacher may petition the Superintendent for additional days of paid or unpaid leave under unusual circumstances. Reasons must be provided explaining the serious nature of the request.

### **Worker's Compensation Leave**

- 10.11** An employee who is absent due to a work-connected illness or accident (Worker's Compensation) shall receive his/her net difference between Worker's Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Worker's Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any teacher receive monies in excess of the regular wage earnings.

### **Military Leave**

- 10.12** Military Leave of absence shall be granted by the Board in accordance with State and Federal statutes.
- 10.13** An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate. Employees are encouraged to schedule such service when school is not in session.

### **Jury Duty Leave**

- 10.14** An employee called as a juror or subpoenaed as a witness will be granted paid leave. Satisfactory evidence (court-issued document) must be submitted to the employee's immediate supervisor. Employees are encouraged to schedule such service when school is not in session.

### **Bereavement Leave**

- 10.15** The Board will permit up to five (5) days of paid leave per occurrence for bereavement involving a member of the teacher's family. Family to be defined as: spouse, significant other, siblings, children, stepchildren, parents, grandparents, grandchildren, step grandchildren, and in-laws. The Superintendent may grant bereavement leave for other close relatives upon demonstration of need.
- 10.15.1** The Board will permit one (1) day of paid leave for attending a funeral.

### **Professional Leave**

- 10.16** Professional days, with or without pay, shall be at the sole discretion of the Superintendent or his/her designee.

### **Sabbatical Leave**

- 10.17** The Board will grant an unpaid sabbatical leave to teachers under the following criteria:
- 10.17.1** The parties subscribe to the high educational principles upon which sabbatical is based; namely, that any such leave must clearly reflect an opportunity for educational excellence through programs of study or research whether or not carried on in an academic institution; provide a clear educational growth opportunity (from the teacher making any such request) within his/her subject area; enhance the value of education within the Winnisquam Regional School District; and be part of an employee's planned program. When more than three (3) teachers apply for sabbatical, final selection of the candidate shall be determined by a committee of three (3) persons representing:
- The Board
  - The Superintendent's Office, and
  - The Winnisquam Regional School District teachers of the Winnisquam Regional Teachers Association.
- 10.17.2** Not more than three (3) members of the faculty will be on sabbatical leave at any one time.
- 10.17.3** The teachers must have completed at least seven (7) full years in the Winnisquam Regional School District immediately preceding the requested sabbatical level, except in that the Board may waive this seven (7) year requirement in the case of an unusual opportunity. However, any such waiver shall be at the discretion of the Board and shall not be subject to the Grievance and Arbitration Procedure of this Agreement.
- 10.17.4** Request for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent.
- 10.17.5** This request must be received by the Superintendent no later than December thirty-first (31st) for those leaves for a full school year or those for fall semester; the request must be received by April first (1st) for spring semester of the following year.
- 10.17.6** The applicant must inform the Superintendent of his/her decision to accept or reject his/ her approved request by March fifteenth (15th) for leave for a full school year or fall semester and by October first (1st) for leave during spring semester.

### Return to Service

- 10.18** At the conclusion of an extended leave granted by the Board under this Article, all benefits to which any such teacher was entitled at the time the leave commenced and which are then currently in effect for teachers, shall be restored upon any such return and he/she shall be assigned to his/her last position. If no such position is available, then the affected teacher shall be placed on lay-off status in accordance with the Board's Reduction in Force Policy.
- 10.19** Upon return from leave, the teacher will be entitled to the same placement on the salary scale as when the teacher took leave, unless the teacher worked at least one-half of the school year, in which case the teacher will be entitled to advancement on the salary scale.

## **ARTICLE XI -- INSURANCE**

- 11.1 The Board agrees to maintain in effect insurance plans for all employees in the bargaining unit. A summary of the benefits to be provided under said plan is set forth in Appendix B attached hereto.
- 11.2 The Board will not itself pay the insurance benefits referred to in Section 11.1, but will obtain policies or contracts from insurance companies which will administer said benefits.
- 11.3 Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

## **ARTICLE XII -- MISCELLANEOUS PROVISIONS**

- 12.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.2 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall ensure that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, actual or perceived sexual orientation, physical or mental disability, domicile, marital status, age, membership and/or activity in the Association.
- 12.3 Copies of this Agreement shall be printed and the expense shared between the Association and the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or offered employment by the Board.
- 12.4 This Agreement represents the final resolution of all matters of dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto. Any such change or alteration shall become part of this Agreement.

## **ARTICLE XIII -- NOTICE UNDER AGREEMENT**

- 13.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Winnisquam Regional School Board Chairperson, 433 West Main Street, Tilton, New Hampshire 03276.
- 13.2 Whenever written notice to the Winnisquam Regional Teachers Association is provided for in this Agreement, such notice shall be addressed to the President of the Winnisquam Regional Teachers Association at his/her then current address.
- 13.3 Either party, by written notice, may change the address at which further written notices to it shall be given.



**ARTICLE XIV -- STRIKES AND SANCTIONS**

- 14.1** The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers.

**ARTICLE XV-- DURATION OF AGREEMENT**

- 15.1** This Agreement shall continue full force and effect until twelve o'clock midnight August thirty-first (31), 2019, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fifteenth (15th) of any year.
- 15.2** This Agreement may be extended from time to time beyond the expiration date by written mutual agreement of the representative of the Winnisquam Regional School Board and Winnisquam Regional Teachers Association.

## APPENDIX A -- WINNISQUAM TEACHER COMPENSATION

Teachers who are hired and/or re-employed during the term of this Agreement will be compensated in accordance with the provisions set forth in this Appendix A.

### Newly Hired Teachers

1. Newly hired employees without experience, hired during the term of this Agreement, will be placed by the Superintendent at their appropriate compensation level.
2. Newly hired employees with experience, hired during the term of this Agreement, will be placed by the Superintendent at the same salary as all other employees then currently employed who have the same experience and academic achievement.

### Severance/Retirement Compensation

3. Teachers who qualify may opt to choose one of the following retirement plans. Qualifying teachers **can choose only one plan.** The combined limit of the number of eligible teachers who may opt for one of these plans in a single year shall be five (5). The School Board may, at its discretion, approve additional applications for the plan. In order to receive either of these benefits at retirement or upon resigning from the district, qualifying teachers must apply in writing between July 1 and December 1 of the year prior to the year of retirement to allow budgeting of monies. For example: To retire June 30, 2019, the letter must be submitted between July 1, 2017 and December 1, 2017. Failure to do so may result in having to wait one fiscal year for payment.

#### Option 1: Severance Compensation

Any full time teacher who has taught in the district a minimum of twenty (20) consecutive years, shall receive a one (1) time severance compensation based on the following chart:

|                                  |   |
|----------------------------------|---|
| 20 years service to the district | 1.4% x years of service to the district |
| 25 years service to the district | 1.6% x years of service to the district |
| 30 years service to the district | 1.7% x years of service to the district |
| 35 years service to the district | 1.8% x years of service to the district |
| 40 years service to the district | 2.0% x years of service to the district |

Severance compensation will be capped so that the teacher's average final compensation will not exceed 124% of his/her average base pay for the same period, or \$31,000 whichever is less.

#### Option 2: Retirement Plan

##### Formula for Implementation

Any full time teacher who has taught a minimum of twenty (20) years, at least 15 consecutive years in the district, may choose a retirement plan based on the following chart:

|                     |                         |
|---------------------|-------------------------|
| 20 years experience | 35% Final Year's Salary |
| 25 years experience | 40% Final Year's Salary |
| 30 years experience | 45% Final Year's Salary |
| 35 years experience | 50% Final Year's Salary |

Retirement Plan will be capped so that the teacher's average final compensation will not exceed 124% of his/her average base pay for the same period, or \$31,000 whichever is less.

Board Action – The application will be approved by the School Board on or before its January meeting. Retirement stipend will be paid on or before July 31 of that calendar year.

Maximum Last Salary – Means the amount paid for services specified in the contract, which involve a teaching, administrative or other compensation received.

- a) Teachers leaving the district without receiving severance or early retirement will forfeit any such payment from the district.
  - b) If more than the allowable number of teachers request severance, approval will be based first on years of service to the district and second on total years of teaching experience. If a successful application cannot be resolved, final determination will be at the discretion of the school board.
  - c) Effect of Withdrawal From Scheduled Planned Retirement
    - a. For Compelling Personal Reasons: Any teacher who is granted and accepts planned retirement, and elects not to retire as scheduled for compelling personal reasons approved by the School Board remains eligible to re-apply for planned retirement at any subsequent application period.
    - b. Other Circumstances: Any teacher who is granted and accepts planned retirement and elects not to retire as scheduled and notifies the District during the years following his/her application for planned retirement (e.g., a teacher who applies by December 2012 for planned retirement at the conclusion of the 2013-2014 school year, elects not to retire as scheduled and so notifies the District on or before April 1, 2013) may re-apply for planned retirement; however, that teacher will not be eligible to re-apply for one (1) year following the deadline to notify the District of retirement.
    - c. The planned retirement slot of a teacher who has accepted planned retirement, elects not to retire as scheduled and notifies the District during the year following his or her application may be filled by a teacher who has applied for planned retirement at the initial application period (e.g., here, on or before December 1, 2012) if there were more than four (4) applicants at that time and the additional applicants remains interested in planned retirement as scheduled in accordance with his or her initial application (e.g., here, at the conclusion of the 2013-2014 school year). If there were no more than four (4) applicants at the initial application period, the slot will not be filled.
5. Health benefits for the retiree, or retiree and spouse, will be the same coverage as the active group for those not eligible for Medicare. Those eligible for Medicare, retiree and/or spouse, will be provided with a supplement to Medicare such as Medicomp III. Each retiree, not eligible for Medicare, will be offered a plan for which the District will be responsible for \$6000 of the actual premium for a period of up to five (5) years or until the retiree is eligible for Medicare whichever is less. The retiree may also choose a multiple person plan understanding that he/she would be responsible for all costs above \$6000 for a period of up to 5 years. The combined limit of the number of eligible who may opt for this benefit in a single year is five (5). The School Board may, at its discretion, approve additional applications for this benefit. In order to receive this benefit teachers must apply between 7/1 and 12/1 of the year prior to the year of retirement to allow budgeting of monies.

**Salary Schedule FY 2017-2018**

| Step | BA     | BA+15  | MA     | MA+15  | MA+30  | CAGS   |
|------|--------|--------|--------|--------|--------|--------|
|      | 2      | 3      | 4      | 5      | 6      | 7      |
| 1    | 37,186 | 38,395 | 39,603 | 40,812 | 42,020 | 43,229 |
| 2    | 38,272 | 39,481 | 40,689 | 41,898 | 43,106 | 44,315 |
| 3    | 39,358 | 40,567 | 41,775 | 42,984 | 44,192 | 45,401 |
| 4    | 40,443 | 41,652 | 42,860 | 44,069 | 45,277 | 46,486 |
| 5    | 41,529 | 42,738 | 43,946 | 45,155 | 46,363 | 47,572 |
| 6    | 42,615 | 43,824 | 45,032 | 46,241 | 47,449 | 48,658 |
| 7    | 43,700 | 44,909 | 46,117 | 47,326 | 48,534 | 49,743 |
| 8    | 44,786 | 45,995 | 47,203 | 48,412 | 49,620 | 50,829 |
| 9    | 45,872 | 47,081 | 48,289 | 49,498 | 50,706 | 51,915 |
| 10   | 46,958 | 48,167 | 49,375 | 50,584 | 51,792 | 53,001 |

**Beyond Step 10**

Longevity = 2.75%

**Salary Schedule FY 2018-2019**

| Salary Schedule FY 2018/19 |        |        |        |        |        |        |
|----------------------------|--------|--------|--------|--------|--------|--------|
| 190 Days                   |        |        |        |        |        |        |
| Step                       | BA     | BA+15  | MA     | MA+15  | MA+30  | CAGS   |
|                            | 2      | 3      | 4      | 5      | 6      | 7      |
| 1                          | 37,558 | 38,779 | 39,999 | 41,220 | 42,441 | 43,661 |
| 2                          | 38,644 | 39,865 | 41,085 | 42,306 | 43,527 | 44,747 |
| 3                          | 39,730 | 40,951 | 42,171 | 43,392 | 44,613 | 45,833 |
| 4                          | 40,815 | 42,036 | 43,256 | 44,477 | 45,698 | 46,918 |
| 5                          | 41,901 | 43,122 | 44,342 | 45,563 | 46,784 | 48,004 |
| 6                          | 42,987 | 44,208 | 45,428 | 46,649 | 47,870 | 49,090 |
| 7                          | 44,072 | 45,293 | 46,513 | 47,734 | 48,955 | 50,175 |
| 8                          | 45,158 | 46,379 | 47,599 | 48,820 | 50,041 | 51,261 |
| 9                          | 46,244 | 47,465 | 48,685 | 49,906 | 51,127 | 52,347 |
| 10                         | 47,330 | 48,551 | 49,771 | 50,992 | 52,213 | 53,433 |

**Beyond Step 10**

Longevity = 1.75%

Steps do not necessarily denote years of experience for placement. Advancement on the schedule is earned annually during the term of the contract. No incoming employee shall be placed on the scale at a salary higher than an existing employee with the same years of experience and degree. No teacher covered by this contract shall have a salary less than their salary for the previous contract.

### **APPENDIX A-2 -- NURSES' SALARIES**

“Nurses with a Bachelors or Masters degree licensed as a RN will be placed on the appropriate year’s salary step and will be paid 100% of that step. Nurses with an Associate’s degree licensed as a RN will be placed on the appropriate year’s salary step and will be paid at 90% of that step. Nurses licensed as a LPN will be placed on the appropriate year’s salary step and will be paid 70% of that step. Nurses will be placed on the appropriate step based on years of experience in the nursing field.”

### **APPENDIX B -- INSURANCE**

B.1 The Board shall provide the InterLocal Trust HMO Super \$20/\$40 \$1000 (Harvard Pilgrim MD 14873) health insurance plan, with a \$1000 single and \$3000 2 person and family deductible, a \$2000 single/\$5000 2 person and family medical out of pocket maximum, and a \$0/\$10/\$20/\$30 retail and \$0/\$10/\$40/\$60 mail order copayment prescription drug benefit. The Board agrees to pay the cost of the plan up to the amount specified below prorated over a twelve (12) month period. The Board will pay for the term of the contract as follows:

|                 |     |
|-----------------|-----|
| Single Plan     | 95% |
| Two Person Plan | 85% |
| Family Plan     | 80% |

B.2 At the start of each plan year, the Board shall fund a Health Reimbursement Account (HRA) for each teacher who enrolls in the District’s health insurance plan to be used for deductible expenses only. The Board will fund the HRA in the following amounts:

|                 |        |
|-----------------|--------|
| Single Plan     | \$750  |
| Two Person Plan | \$2500 |
| Family Plan     | \$2500 |

Once the employee has incurred the first \$250 of the single plan deductible or the \$500 of the two person or family plan deductible, HRA funds may be used for any subsequent deductible expenses incurred by the-teacher during the plan year.

B.3 In the event that the plan identified above will result in the imposition during a subsequent year of the Agreement of any related fees, fines, taxes, or penalties, including, but not limited to “Cadillac” taxes (the excise tax on high cost Employer-sponsored health coverage), the Board may request, in writing, that negotiations be reopened, for the purpose of agreeing on (1) an alternative health plan that complies with the Affordable Care Act and does not result in the imposition of the so-called “Cadillac Tax” and (2) the distribution of any savings realized, which may include modification of the percentage of premium paid by each party, recognizing that the goal is to place each of the parties in a position as close as possible to its

position prior to the Cadillac tax. The parties shall promptly reopen negotiations and shall exchange written proposals within (30) days of the request to reopen negotiations. If the parties are not able to agree on an alternative plan and distribution of savings within sixty (60) days of the request to reopen, the parties will each submit its final proposal to binding arbitration with the expenses shared by the parties. The parties shall agree on an arbitrator, or shall request the NH PELRB to appoint one, within seventy-five (75) days of the request to reopen. Within thirty (30) days of receiving the parties' submissions, the arbitrator will select one of the proposals and notify the parties of the selection. The proposal selected by the arbitrator will be implemented for the following plan year.

- B.4 Pre-tax Contributions: I.R.C. Section 125 Flexible Spending Accounts (FSA) will be available to bargaining unit members for pretax deductions authorized by the employee. FSA funds may be used for allowable medical, dental, prescription and vision care expenses, co-payments and co-insurance not covered by insurance. Unused Flexible Spending Account funds, up to the I.R.C. Section 125 maximum (currently \$500) shall rollover into the subsequent plan year.
- B.5 The Board will pay the cost to provide Delta Dental Plan B-II with twenty-five dollars (\$25) deductible to employees covered by this Agreement except that the Board's liability shall not exceed \$725 for the term of the contract.
- B.6 The Board will pay the cost to provide term life insurance of each employee covered by this Agreement, including a provision for accidental death and dismemberment up to the following amount:
- |                  |                 |
|------------------|-----------------|
| <i>2017-2019</i> | <i>\$55,000</i> |
|------------------|-----------------|
- B.7 Teachers may select single, two (2) person, or family coverage under the District's health insurance plan. The difference between the Board's maximum contribution set forth in this Appendix, paragraph B.1 above and the actual cost to the Board to provide the coverage selected by an employee under of this paragraph of this Appendix will be payroll deducted for the appropriate payroll period(s) by the Board.
- B.8
- A An employee currently eligible for health insurance, who elects no coverage for the entire year, shall receive five thousand dollars (\$5000), in two (2) installments paid on the first pay period in January and on the last pay period in June.
  - B. Such option must be exercised at the beginning of the contract year.
  - C. For an employee working less than a full contract year, the opt out payment will be pro-rated.
  - D. The employee shall sign a statement attesting to minimum essential coverage for the employee under another an alternative group plan for the duration of the plan year -and holding the district harmless as a result of the employee's decision.
  - E. If requested, a meeting shall be scheduled between the employee and the business administrator or designee to familiarize the employee with the consequences of the waiver decision.

B.9 Long Term Disability Insurance:

The Board agrees to pay fifty per cent (50%) of a Long Term Disability plan. If less than seventy-five per cent (75%) of the bargaining unit chooses to participate in the LTD plan, the Association shall have the option of refusing the coverage. Long Term Disability Insurance will be offered to new teachers upon date of hire.

**SAU 59 Winnisquam**

2017-2018

**Teacher Contract**

Name

Address

Issued By: SAU 59 Winnisquam on XX/XX/XXXX

**Position Information**

|             |                             |           |            |         |    |
|-------------|-----------------------------|-----------|------------|---------|----|
| Start Date: | 08/XX/20XX                  | End Date: | 06/30/20XX | Amount: | \$ |
| Days:       | 190                         |           |            |         |    |
| FTE:        | X.XX                        |           |            |         |    |
| Type:       | Teacher                     |           |            |         |    |
| Salary Sch: | Teacher Salaries Step/Track |           |            |         |    |

Agreement made XX/XX/XXXX, by and between the Winnisquam Regional School District, hereinafter called the "District", and above listed employee, hereinafter called the "Teacher."

1. The District agrees to employ the Teacher for the ensuing year from August 21, 2017 to June 30, 2018, at an annual salary based upon the 2017/2018 salary schedule, paid in 21 or 26 installments bi-weekly commencing on September 1, 2017.
2. The Teacher agrees to work for the District for said period in accordance with School Board policy GCB, subject to penalty amount of \$1,000, and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of schools and teachers.
3. It is mutually agreed:
  - a. That the school year is not to be in excess of one hundred and eighty (180) school days and ten (10) other days devoted to school and educational work between August 21, 2017 and June 30, 2018.
  - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Department of Education to occupy.
  - c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments. This contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certification, license, or permit is revoked by the Commissioner of Education.
  - d. That this contract shall automatically terminate and become void at any time the Teacher fails to hold a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
  - e. That the District and the Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings of the New Hampshire Department of Education or the State Board of Education.

Pay Period Selection \_\_\_\_\_21 PAYS \_\_\_\_\_26 PAYS

IN WITNESS THEREOF, the parties have hereunder set their hands.  
WINNISQUAM REGIONAL SCHOOL DISTRICT

\_\_\_\_\_  
Employee Signature

Date

\_\_\_\_\_  
Chairperson, School Board

Jasen Stock

Date



**APPENDIX D  
WINNISQUAM REGIONAL SCHOOL DISTRICT  
SCHOOL ADMINISTRATIVE UNIT FIFTY-NINE  
433 WEST MAIN STREET  
TILTON, NH 03276**

**DUES DEDUCTION AUTHORIZATION FORM**

**NAME:** \_\_\_\_\_ (Please Print)

I hereby authorize the Winnisquam Regional School District to withhold from my salary the following membership dues:

|   |    |
|---|----|
| For membership in the Winnisquam Regional Teachers Association: | \$ |
| For membership in the New Hampshire Education Association       | \$ |
| For membership in the National Education Association:           | \$ |

**SUBTOTAL \$**

Contribution to NH/NEA Political Action Committee                      \$ \_\_\_\_\_

**TOTAL        \$ \_\_\_\_\_**

The sums to be deducted over ten (10) or twenty (20) pay periods are hereby assigned by me to the Winnisquam Regional Teachers Association and are to be remitted by the Winnisquam Regional School District to the Treasurer of the Association and, having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward, on a monthly basis (by the 15th of each month), those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be affected by written notice to the School District and the Association, giving thirty (30) days notice prior to the end of the current year of my desire to revoke same.

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
School

**NOTE: THIS AUTHORIZATION FORM SHOULD BE COMPLETED AND RETURNED TO YOUR ASSOCIATION BUILDING REPRESENTATIVE.**

**APPENDIX E -- GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_ School District \_\_\_\_\_  
(Complete in four (4) copies with copies to: Principal, Superintendent, Association, Grievant)

To: \_\_\_\_\_  
Principal \_\_\_\_\_ School \_\_\_\_\_

School \_\_\_\_\_ Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

\* \* \* \* \*

**STEP 2**

Date of Grievance:

1. Statement of Grievance (be sure to include the specific violation or condition with proper reference to the contract agreement):
  
2. Relief Sought:

Signature/Date

Answer given by Principal:

Signature/Date

Position of Grievant:

Signature/Date

\* \* \* \* \*

**STEP 3**

Date received by Superintendent:

Answer given by Superintendent:

Signature/Date

Position of Grievant:

Signature/Date

\* \* \* \* \*

**STEP 4**

Date submitted to the Board:

Disposition of the Board:

Signature/Date

Position of Grievant:

Signature/Date

\* \* \* \* \*

STEP 5

Date submitted to Binding Arbitration:

Disposition of Arbitrator:

Signature/Date

# SECTION VII.

## Evaluation of Educator Effectiveness

### EDUCATOR EFFECTIVENESS EVALUATION PROCESS

#### SUPPORT FOR NEW TEACHERS TO THE DISTRICT

Teachers new to the district will receive a stipend for participating in the New Teacher Mentoring Program. Teachers, as per the contract, will attend 5 days of workshops prior to the start of school. Two days will be spent orientating the new teacher to their specific building and three days spent orienting teachers to district initiatives. There will be follow-up workshops held throughout the year and teachers will be expected to participate in this professional development support group throughout their first year. District-wide mentor teachers to facilitate and oversee this program will be assigned. Building principals will assign school-wide mentors and or support teams to help with the understanding of the day-to-day operations of that building.

#### CRITERIA AND SCHEDULE FOR FORMAL OBSERVATION

##### Non-Vested Teachers

Non-vested teachers will have a minimum of three mini observations followed by coaching conversations between September and March for five years (three if previously vested in another NH district). This is in accordance with NH State Law RSA 189:14-A. The **Observation/Meeting Form** will be completed at each coaching conversation to document focus areas, strengths and weaknesses, and next steps. The evaluation summary page will be completed by March 1st of the third year of the IPLP.

##### Vested Teachers

Vested teachers, will have a minimum of three mini observations followed by coaching conversations between September and March of each year of the IPLP. The **Observation/Meeting Form** will be completed at each coaching conversation to document focus areas, strengths and weaknesses, and next steps. The evaluation summary page will be completed by March 1st of the third year of the IPLP.

#### **Teacher Performance Standards: Marshall Domains and standards Rubrics**

Teacher Performance Domains are listed on the observation Summary Report form and the performance standards are detailed in the Evaluation Rubrics - these are the observation domains and rubrics established by Kim Marshall for teacher evaluation. There is also a set of evaluation rubrics for each area of educator specialization - these have been adapted from the Marshall Rubrics by the Westwood Public Schools. The Winnisquam Regional School District is adopting these domains and standards for the evaluation component on their Individual Professional Learning Plan. Prior to the first day of school, training on the plan and any subsequent changes/modifications will be conducted by the Assistant Superintendent and members of the Evaluation Committee for all teachers, educators, and administrators in the school district. In-service training will be conducted prior to instituting changes made to this evaluation system or upon their hiring by the Winnisquam Regional School District.

The Domains to be evaluated are:

- 1) Planning and Preparation for Learning
- 2) Classroom Management
- 3) Delivery of Instruction
- 4) Monitoring, Assessment and Follow-Up
- 5) Family and Community Outreach
- 6) Professional Responsibilities.

The evaluator will rate the teacher/faculty member in any agreed upon focus areas, as well as any areas where evidence is presented for each component of the domain, following a minimum of nine mini-observations conducted over the three-year plan.

### **Levels of Competency**

The levels of competency for each standard of a Domain are defined as:

- 4 - Highly Effective - Master Teacher performance
- 3 - Effective - Solid, expected professional performance
- 2- Improvement Necessary - Mediocre; no performance should remain at this level
- 1- Does not meet standards -Unacceptable performance; leads to a Remediation Plan

The level of performance is determined by the indicators in the Rubrics for Effective Teaching. The objective of the Winnisquam Regional School District in pursuing excellence in education is to have all faculty members achieve a score of effective and above.

### **Schedule for Observation As Per WRTA Contract Item 6.6** (pending negotiations in 2016-2017)

In September/October of the first year of the IPLP, the supervisor will meet with the teacher to reflect on the rubrics and identify individual focus areas for feedback. There will be a minimum of three mini-observations each year. Each observation will be followed up with feedback and a brief coaching conference. At the completion of the three year observation process, both the administrator and the teacher will fill out the rubric assessment and a meeting will be scheduled to review the summative ratings. The administrator will get the final document to the teacher within 5 days on the summative meeting. The faculty member will sign the document and return it within 5 days of receiving the final document. Such signature shall only indicate receipt of the evaluation and does not reflect agreement with the contents.

If the teacher/faculty member is dissatisfied with this observation report or conference, s/he shall be provided an opportunity to submit a response to the report, in writing, which shall be attached to the evaluation in the teacher's personnel file. This report should be signed by the teacher/faculty member.

### **SPECIALTY PERSONNEL**

There are professional staff members within the Winnisquam Regional School District whose duties and responsibilities require that s/he work in a setting other than the conventional classroom. Evaluation forms with appropriate standards have been developed for these professionals. The same competency levels defined above will apply to the designated standards.

### **DOCUMENTED UNANNOUNCED OBSERVATION PROCESS**

The administration will make three or more documented unannounced mini-observations over the course of each school year. These mini-observations may occur with any teachers/faculty

and a documented visit will be at least ten minutes in length, followed by a coaching conversation. The evaluator will set up a mutually agreed upon conference time to discuss the observation. This is to take place within 5 school days of the observation. At that meeting, both the evaluator and the teacher/faculty member will sign an **Observation/Meeting Form** to document the conversation. The teacher/faculty member may attach his/her own comments to the form. If at any time an evaluator notes standards rated less than effective (level 2) that are not showing improvement after three observations with coaching feedback in a three month period, a Remediation Plan will be developed to provide additional support for improvement. See **Professional Evaluation Remediation Plan Form** in Appendices.

## **REMEDIATION PLAN**

### **Purpose**

The purpose of a Remediation Plan is to provide a structure for the educator and the evaluator to collaborate on helping/supporting an educator who is not meeting a standard to become competent in that standard in order to impact student growth.

### **Criteria**

#### **Non-tenured teachers process:**

Within a time period of 3 months with 3 mini-observations, the principal may have notable concerns regarding a pattern of behavior that are brought up with the teacher in follow-up coaching conversations. These concerns are documented through meeting notes, with suggested resources given by the administration. It is the responsibility of the teacher to take the initiative to make improvements and for the administrator to con. Should concerns still exist, teacher is aware that non-renewal is a consideration. RSA- 189:14A would apply in any or all cases.

#### **For vested/tenured teachers:**

Within a time period of 3 months with 3 mini-observations, the principal may have notable concerns regarding a pattern of behavior that are brought up with the teacher in follow-up post-observation conversations. Administrator concerns are documented through meeting notes, with suggested resources given by the administrator. It is the responsibility of the teacher to take the initiative to make improvements. After the third meeting, should concern still exist, the process moves to the first stage of remediation plan to provide more focused support. RSA- 189:14A would apply in any or all cases.

**Level 1 (6-8 weeks):** Teacher written remediation plan developed in collaboration with and approval from the administrator. Plan, time frame and follow-up meetings will be defined in plan. Both teacher and administrator will sign the plan. Decision to move to Stage 2 or to exit plan, is outlined in remediation plan document.

**Level 2 (3-6 months):** Current plan is reviewed and revised by the Administrator. The Administrator creates a revised plan, with supports and resources outlined, with non-negotiable expectations. Plan, time frame and follow-up meetings will be defined in plan. Decision to move to Stage 3 or to exit plan, is outlined in remediation plan.

**Level 3 (6months-1 yr):** Administrator/Principal created plan, with teacher mentor and second administrator support. Plan, time frame and follow-up meetings will be defined in the plan by the administrative team. Decision to move to non-renewal or to exit plan, is outlined in remediation plan.

Once a teacher/faculty member has reached proficiency, practice will be monitored and documented for two years. It is the expectation that the standard of practice will continue to be maintained. During that time, should a teacher/faculty member be less than “effective” on the standard in the remediation plan, the next level plan will be put into place and the remediation process will continue. After two years, any practice on the standard that returns to less than “effective” will begin remediation on a level two plan.

### **NOMINATION OF STAFF**

Every staff member will receive and sign a the Annual Nomination Form between the period of the first Friday in March after winter break but no later than April 15<sup>th</sup> as specified by RSA 189:14 A. In accordance with RSA 189:14a: “Any teacher who has a professional standards certificate from the state board of education and who has taught one or more years in the same school district shall be notified in writing on or before April 15 if that teacher is not to be re-nominated or re-elected”. The School Board reserves the right to non-renew first, through fifth year teachers who are non-vested and first through fourth year teachers vested in another NH school district in accordance with WRTA Collective Bargaining Agreement.

In accordance with RSA 189:14a: “Any teacher who has a professional standards certificate from the state board of education and who has taught for three consecutive years in any other school district in the state, be entitled to all the rights for notification and hearing in paragraph 1.”

Teachers/staff will be asked to sign a form stating that they have been notified of the status of their nomination. (See appendix) Vested teachers/staff on a Level 2 Assistance Plan will be nominated with reservation. It will remain the prerogative of the administration to determine whether non-vested staff have made sufficient progress in a reasonable period of time to be nominated. If non-renewed, no further Assistance Plan will be pursued.

Criteria for placing a teacher in the Hired with Reservation Status:

1. On the Level 1 Remediation Plan and not making progress and/or meeting deadlines
2. On a Level 2 or Level 3 Remediation Plan

Additionally, if a teacher/faculty member is on a Level 1 Assistance Plan for the first time and makes progress and meets deadlines, the teacher would not be placed in the “Hired with Reservation” status.

***NOTE: Incidents of gross incompetence, immorality or insubordination will be dealt with according to School Board Policy and will not be subject to the policies and procedures of this document.***

### **PROCESS REVIEW**

Any recommendations for change to the documents or the process should be sent to the Professional Learning and Evaluation Committee by March 1<sup>st</sup>. All changes will be reviewed and presented to the WRTA and WRSD School Board for final approval by May 1<sup>st</sup> on an annual basis. The WRTA shall have the right to contribute input and to meet and confer but in any event, the Board shall make the final determination (WRTA, Article VI 6.3). Subsequent review will be conducted on a yearly basis and will be subject to the same procedure.

**AGREEMENT**

This agreement is entered into this 18<sup>th</sup> of January, 2017, by and between the Winnisquam Regional School Board, hereinafter called the "Board," and the Winnisquam Regional Teachers Association, affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the "Association." Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

IN WITNESS HEREOF, the parties have executed this Agreement on this 18<sup>th</sup> day of January, as of the date and year first written above.

***WINNISQUAM REGIONAL SCHOOL BOARD***


BY 

Superintendent of Schools, Dr. Tammy Davis


BY 

Negotiating Chairperson, Keith Murray

***WINNISQUAM REGIONAL TEACHERS ASSOCIATION***

BY 

President, Brenda Lawrence

BY 

Negotiating Chairperson, Brenda Lawrence

Agreement was reached between the parties on