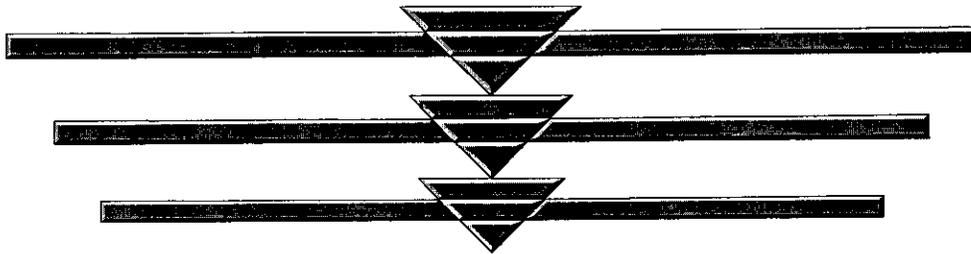




PROFESSIONAL AGREEMENT
BETWEEN THE
GOVERNOR WENTWORTH REGIONAL SCHOOL BOARD
AND THE
GOVERNOR WENTWORTH EDUCATION ASSOCIATION



SETTLEMENT

EFFECTIVE
JULY 1, 2007 - JUNE 30, 2012 ✓



GWEA2007
1/12/07
Revised: 4/6/09 ✓
Revised: 10/22/09 ✓
Revised: 3/30/10 ✓

MWA
GWEA

GWRSB

TABLE OF CONTENTS

SECTION A: GENERAL PROVISIONS

- A.1 - Recognition
- A.2 - Definitions
- A.3 - General Provisions
- A.4 - Negotiations Procedures
- A.5 - Association Privileges
- A.6 - Dues Deductions
- A.7 - Savings Clause
- A.8 - Duration

SECTION B: PROFESSIONAL QUALIFICATIONS, IMPROVEMENT AND ASSIGNMENT

- B.1 - Professional Qualifications
- B.2 - Professional Improvement
- B.3 - Professional Assignment

SECTION C: WORKING CONDITIONS

- C.1 - School Calendar
- C.2 - Working Conditions
- C.3 - Fair Treatment
- C.4 - Grievance Procedure

SECTION D: COMPENSATION AND BENEFITS

- D.1 - Compensation
- D.2 - Insurance Benefits and Provisions
- D.3 - Leave Benefits

APPENDICIES

- 1 - SALARY SCHEDULE
- 2 - REDUCED TO TRACK 4 STIPEND
- 3 - DEPT. HEAD/TEAM LEADERS-COORD./ASSIST. TEACHERS
- 4 - COACHING STIPENDS
- 5 - EXTRA CURRICULAR STIPENDS
- 6 - STUDENT DISCIPLINE
- 7 - TEACHER EVALUATION
- 8 - DOMESTIC PARTNER AFFIDAVIT

SECTION A - GENERAL PROVISIONS

A.1 - RECOGNITION

- A.1.1** The Governor Wentworth Regional School Board recognizes the Governor Wentworth Education Association, an affiliate of the New Hampshire Education Association/National Education Association, as certified by the New Hampshire Public Employee Labor Relations Board, for the purpose of collective bargaining pursuant to RSA 273-A as the exclusive representative of:

certified classroom teachers, media generalists and specialists, department chairpersons, team leaders, nurses, guidance counselors, occupational therapists, diagnostic prescriptive teachers, reading specialists, speech and language pathologists, teacher of the hearing impaired, school psychologist, gifted education coordinator, learning disabilities consultant, social worker, as well as, less than full-time employees in the aforementioned positions (all benefits prorated unless contrary to state statute), employed by the Governor Wentworth Regional School District, as certified by the New Hampshire Public Employee Labor Relations Board. All others are excluded, including, but not limited to: director of curriculum, principals, assistant principals, academic coordinators, athletic director, director of vocational education, director of special education, director of reading, director of guidance, school lunch personnel and director, secretaries, teacher assistants and associates, custodians and head custodians, bus drivers and supervisor, attendance officer, and any others excluded pursuant to the provisions of RSA 273-A.

- A.1.2** New Positions: If any new employee position is created by the Board during the life of this agreement, and the Association, after discussion with the Board, disagrees with its inclusion or exclusion from the bargaining unit, the Public Employee Labor Relations Board shall be asked for a ruling.

A.2 - DEFINITIONS

- A.2.1** Definitions: The following list of terms will be used frequently in this Agreement, and when used, will refer to the definitions described below, unless otherwise stipulated.
- A.2.2** The term **SCHOOL** shall mean Carpenter School, Crescent Lake School, Effingham School, Kingswood Regional Middle School, Kingswood Regional High School, New Durham School, Ossipee Central School, Tuftonboro Central School, and the Region 9 Vocational-Technical Education Center facilities or any of the facilities owned or leased by Governor Wentworth Regional School District for the purpose of educating students.
- A.2.3** The term **CLASSROOM** shall mean rooms in the above-named buildings and wherever teachers and students are assigned for a given period of time, for the learning process.
- A.2.4** The term **TEACHER** or **EMPLOYEE** means those people certified by the New Hampshire Public Employee Labor Relations Board to be represented by the Association, in the bargaining unit.
- A.2.5** The term **BOARD** means the Governor Wentworth Regional School Board.

A.2.6 The term **ASSOCIATION** means the Governor Wentworth Education Association.

A.2.7 The term **PARTIES** means the Board and the Association.

A.3 - GENERAL PROVISIONS

A.3.1 This Agreement may not be altered, changed, added to, deleted from or modified without the voluntary mutual consent of the parties in writing and any change must be made in the form of a signed amendment to this Agreement signed by the parties. This Agreement shall replace any policies of the Board that are contrary to the specific terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

A.3.2 Copies of this Agreement between the Board and the Association shall be printed by the Board within thirty (30) days of the final signing of the Agreement or the annual school district meeting or after all issues have been resolved, whichever, is later. The Board will also distribute copies of this Agreement to all teachers now and hereafter employed by the Board. The GWEA shall pay the costs of reproducing the typed contract document for their membership and for association use.

A.3.3 The rights and/or privileges granted to the Association in A.5 and A.6 will not be granted to any other organization that claims to represent any teacher(s) covered by this Agreement unless such organization is certified by the Public Employee Labor Relations Board.

A.3.4 The Board and the Association agree there will be no discrimination in any of their practices or procedures on the basis of race, creed, color, religion, national origin, age, sex, marital status, handicap or any other condition where discrimination is now, or becomes, prohibited by local, state or federal laws.

A.3.5 Both parties shall respect the right of the other party, under the laws of New Hampshire and the United States and other applicable laws, decisions, and regulations.

A.4 - NEGOTIATIONS PROCEDURES

A.4.1 The Board and the Association agree to enter into collective negotiations, in a good faith effort, to reach an agreement concerning the terms and condition of employment, in accordance with RSA 273-A.

A.4.2 Terms and conditions of employment are as defined in RSA 273-A 1, definition XI. The party wishing to negotiate changes or modifications to the existing agreement shall notify the other party by the latest date prescribed by law of their intent to open collective bargaining negotiations.

A.4.3 The Association, following the date of written notice of their desire to bargain, shall submit in writing all proposals to be considered. The Governor Wentworth Regional School Board shall submit in writing, no later than the latest date prescribed by law, all proposals to be considered. All cost items must be submitted as a total cost five (5) days prior to any discussion. Any monetary changes must be mutually developed by the Association and the Superintendent and/or her/his designee with all cost implications. The parties will then meet at reasonable times and places to negotiate on all negotiable

matters raised by either party. During such negotiations, the Board and Association will present relevant data, exchange points of view, and make proposals and counterproposals, in accordance with RSA 273-A.

- A.4.4** The Board will furnish to the Association, upon request, with reasonable notice, information that is in the public domain. Requests for multiple copies of any such information shall be at cost to the Association.
- A.4.5** Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist or represent them in negotiations. It is understood that any agreement reached on cost items is subject to the approval of the legislative body, and no agreement shall be considered final until such approval is obtained.
- A.4.6** Members of the Association Negotiating Team shall be excused from duty; with pay and provision made for substitute relief, for the purpose of time spent in negotiations, if required to negotiate during the school day. No negotiations sessions will proceed beyond 9:00 p.m., except by mutual agreement of the Board and Association.
- A.4.7** Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the signed Agreement shall be filed by both parties with the Public Employee Labor Relations Board within fourteen (14) days of signing.
- A.4.8** If agreement is not reached within sixty (60) days of the budget submission date, either party may declare an impasse and utilize the procedures set forth herein to resolve the impasse.
- A.4.9** When the impasse is declared, the parties will attempt to determine a mutually acceptable mediator, or failing agreement, shall request the American Arbitration Association to appoint a mediator.
- A.4.10** The mediator shall meet with the parties jointly and/or separately, and will take such steps as are deemed appropriate in order to persuade the parties to resolve their differences and affect a mutually acceptable agreement. Any hearing will be held in closed session.
- A.4.11** If the mediation effort does not result in agreement within forty-five (45) days of the budget submission date, either party may request fact finding.
- A.4.12** The parties will attempt to determine a mutually acceptable fact finder, or failing agreement, shall request the American Arbitration Association to appoint a fact finder.
- A.4.13** The fact finder will make and report findings of fact, together with recommendations for resolving all of the issues remaining in dispute.
- A.4.14** All findings and recommendations shall not be made public until the two parties have considered them for ten (10) days.

A.5 - ASSOCIATION PRIVILEGES

- A.5.1** The Board agrees that teachers shall have full freedom of association with the Governor Wentworth Education Association in accordance with RSA 273-A.

- A.5.2** The Association and its representatives will be permitted the use of SAU 49 buildings for meetings and the use of SAU 49 typewriters, mimeographing machines, other duplicating equipment, word processors, computers and other technologies with advance notice to and scheduling verification of the building principal, or Superintendent of Schools. Any such use resulting in a cost to the district shall be borne by the Association.
- A.5.3** The Association and its representatives shall have the privilege to post notices of Association activities and matters of social nature on designated areas of bulletin boards. The Association shall be permitted use of teacher mail boxes for communications to teachers certified to be represented by the Association, with advance notice to the Principal.
- A.5.4** The Board shall place on the agenda of each regular Board meeting, as an item for consideration under "public input", any matters brought to its consideration by the Association, so long as those matters are made known to the Superintendent's office in writing by noon, on the Wednesday preceding the regular meeting (in accordance with Board Policy BEA).

A.6 - DUES DEDUCTIONS

- A.6.1** It is agreed by and between the Board and the Association that, upon receipt of written authorization signed by the teacher, the Board shall deduct an amount, to provide payment of dues for membership in the Governor Wentworth Education Association and related affiliates, from the regular salary check of such teacher.
- A.6.2** Deductions shall be in nearly equal amounts for twenty (20) pay periods, beginning with the next pay period after authorization has been received.
- A.6.3** Authorization must be received in the SAU Office no later than the end of the second pay period in September. Subsequent requests and accompanying authorization for payroll dues deductions may be received in the SAU Office at any time. Said requests and authorization shall be submitted on the prescribed form as approved by the SAU and the deductions will begin in the subsequent pay period from the date it is received. The deduction will be in nearly equal amounts spread over the remaining pay periods in the original 20-date span. The Association shall hold the Board and the SAU harmless for any incorrect prorating of dues deductions on requests received after the end of the second pay period.
- A.6.4** The amounts so deducted pursuant to such authorization of the teacher shall be remitted directly to the Treasurer of the Association.
- A.6.5** It is agreed that the Association releases the Board from any liability as a result of dues deductions from employees, as described above, once said monies have been duly received and signed for by a designated officer of the Association.

A.7 - SAVINGS CLAUSE

- A.7.1** If any article or part of this Agreement is held to be invalid by operation of law, the remainder of the Agreement shall not be affected thereby and the parties will enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article of part.

A.8 - DURATION

- A.8.1** The provisions of this Agreement shall take effect as of July 1, 2007 and remain in full force and effect through June 30, 2012.

SECTION B PROFESSIONAL QUALIFICATIONS, IMPROVEMENT AND ASSIGNMENT

B.1 - PROFESSIONAL QUALIFICATIONS

- B.1.1** All teachers employed by the Board shall be certified in accordance with the certification standard as prescribed by the laws of the State of New Hampshire and the regulations of the State Department of Education.
- B.1.2** The Association shall recognize the right of the Board to employ a non-certified teacher in those areas of curriculum designated as critical shortage areas at state and local levels.
- B.1.3** All teachers certified to be represented by the Association, employed by the Board, should have a Bachelor's Degree from an accredited college or university and/or must be licensed and/or certified to teach in their assigned area(s).
- B.1.4** The hiring for all teachers new to the District is subject to a satisfactory criminal history check at District expense.

B.2 - PROFESSIONAL IMPROVEMENT

- B.2.1** The Board agrees to budget \$114,014 for professional development reimbursement in the year beginning July 1, 2007. In the following years of this agreement the Board agrees to increase this budgeted amount by five (5%) percent. An individual is limited to a maximum course and/or conference reimbursement equal to the cost of the in-state tuition rate for two (2) graduate courses at the University of New Hampshire. This money can be used for course and conference reimbursement and/or work on research related to one's professional development plan which occurs outside the normal work day.
- B.2.2** Prior approval of professional development activities for which reimbursement will be sought must be obtained from the Principal and Superintendent or their duly authorized designees.
- B.2.3** The method of disbursement of these funds shall be as follows:
- a. From July 1 through September 30, one-fourth of the total allocation of Professional Development Funds shall be made available to teachers for approved activities/courses that take place during this time period. One fourth of the funds shall be made available for activities/courses that take place between October 1 and December 31, and one fourth of the total allocation January 1

through March 31. The final fourth as well as any remaining unencumbered monies from the previous three disbursement periods shall be available to teachers starting on April 1. It is agreed that the Association will remind its members to notify the SAU if funds encumbered for an activity/course that are no longer needed so that the monies can be freed for use by another teacher. Each professional staff member will be entitled to \$100.00 of professional development money. Part-time staff will be entitled to the appropriate proportion of the funding based on their status. Such money must be encumbered by March 31, so that any unused money may be redistributed to the general professional improvement fund allotment.

- b. Professional Improvement monies as set forth herein will be disbursed for the cost directly related to the course/conference/workshop fee, excluding transportation expenses and food. Should lodging be required for attendance at an approved conference/workshop due to either travel distance or the duration of the activity (multiple-day program), a teacher may use up to \$100.00 per contract year to pay for her/his lodging. All reimbursement requests must be attached to the "GWRSD Reimbursement multi-party contract" along with an original receipt and proof of payment which are needed for repayment from the District.
- c. In traditionally graded credit courses, a grade of "B" or better is required for reimbursement. For ungraded credit courses, or non- traditionally graded credit courses, successful completion of the course, as defined by the institution where the course is being given, will constitute work suitable for reimbursement.
- d. Professional Improvement monies may be encumbered no more than 90 days prior to the starting date of the course/conference/workshop.
- e. All professional development activities for which the District mandates teacher attendance and/or participation shall be paid for by the District, with monies other than those which are raised under Section B of this Agreement.
- f. To be entitled to reimbursement, a member must take her/his application within forty-five days of course/conference/workshop completion. If in the case of a delay in receiving a course grade from an institute of higher education, the SAU will be notified within thirty (30) days of the extenuating circumstances. Reimbursement will be made within forty-five (45) days of submission of satisfactory course completion as outlined in B.2.3.c.

B.2.4 Creditable course work is defined as follows:

- a. A course taken for graduate credit, for teachers holding a Bachelor's Degree.
- b. The credit course is applicable to the teaching assignment, or is a required course for a Master's degree, which has been approved by the Superintendent.
- c. Credit courses applicable to the teaching assignment will be determined by the Superintendent and one (1) course in the general field of education may be approved during the employment of the teacher in the District in one of the following categories; guidance or teaching methodology. Reading courses shall be considered under the category of teaching methodology.

- d. A course for graduate or undergraduate credit that will contribute to the strength of the individual in her/his teaching assignment.

B.2.5 For the purpose of advanced degree payments, or alternative individual professional improvement plans, teachers who successfully complete a professional development recertification cycle shall receive the equivalent of five (5) credits.

B.3 - PROFESSIONAL ASSIGNMENT

B.3.1 The Board shall determine when a vacancy exists and notices of such vacancies will be posted, on a faculty bulletin board, in each school in the District during the school year. During the summer, a copy will be mailed to the Association's President for any vacancies so declared as soon as the Superintendent, or a designee, is notified of such vacancies by the Board.

B.3.2 Volunteers, Transfers, or Reassignment: Teachers desiring to be considered for vacant positions will make application for such position as posted within seven (7) school days of the date of posting within their school. Written notification of each posting will be given to the Association's President.

B.3.3 Teachers who desire a change of grade and/or assignment, or who desire to transfer to another building, may file a written statement annually with the Superintendent.

B.3.4 Such statement will include the grade(s) and/or assignment(s) desired and the school(s) to which the teacher desires a transfer.

B.3.5 To be considered for a vacant position, the teacher must also apply by responding to the posting for vacancy as required above.

B.3.6 Teachers will still be eligible for consideration for vacant positions which may mean a change in grade, assignment, or school, even if they have not filed an annual statement as described above, if they apply for vacancies, as required above.

SECTION C - WORKING CONDITIONS

C.1 - SCHOOL CALENDAR

C.1.1 The Association and Superintendent will establish an advisory committee to develop and present to the Board a school calendar with a maximum of 190 days.

- a. Revisions thereof will be the sole and exclusive responsibility of the Board.
- b. The teacher work year shall be a maximum of one hundred eighty-five (185) days with a maximum of one hundred eighty (180) of the workdays dedicated to pupil instruction while the remaining days shall be used for professional development or parent conferences.
- c. The additional five (5) days shall be scheduled in the event of inclement weather, which interferes with meeting the state minimum requirements.

- d. In the event that the state mandates a change in the number of instructional days, such increase will be taken from the five (5) in-service days.

C.2 - WORKING CONDITIONS

C.2.1 **Expectations:** Each teacher is expected to devote the time necessary to accomplish her/his teaching responsibilities under the direction of the administration and within the policies and educational goals of the District. The teacher's day is not the same as that of the students' and the teachers are expected to spend whatever time is reasonably necessary to carry out their professional duties, and to insure the general safety of students. In addition to classroom instruction, a teacher's duties include, but are not limited to: faculty meetings, program/curriculum development, conferences with parents and/or students, extra help to the students, open house, student activities and conferences with the administration. In the spirit of fairness and efficiency, it is expected that duties, assignments and other work related requests given to teachers "shall be as near equally distributed as practicable."

C.2.2 **Lunch Break:** During a full working day, every teacher shall be entitled to a duty free lunch period. For the middle level or high school, the lunch break shall be at least 20 minutes in length. In the elementary schools, the lunch period shall be at least 25 minutes in length.

C.2.3 **Planning Time:** Each elementary teacher will receive a planning period of at least 160 minutes per week.

Each middle level teacher will receive a planning period of at least 45 minutes per day. The normal teaching load at the middle level will not exceed twenty-five (25) teaching periods per week.

Each high school teacher will receive the equivalent of at least five (5) unassigned planning blocks (10 periods) per week. The normal teaching load at the high school will not exceed the time equal to fifteen (15) teaching blocks (30 periods) per week.

It is understood by both parties that an abbreviated school day may mean that a teacher will not receive her/his planning period.

Both parties recognize that the teaching assignments at each level are different due to the developmental level of the students as well as the structures and schedules specific to the respective level of the educational systems.

Administrators at the middle and high school levels will make a reasonable effort to remove any teacher with more than four (4) different preparations from the general duty roster.

C.2.4 **Other Professional Obligations:** Within the spirit of Section C.2.1, teachers are required to attend faculty meetings and participate in program or curriculum development sessions. However, it is also recognized that overuse of extended workday activities can produce diminishing returns. In that regard, it is recommended that mandatory after school meetings be kept to ninety (90) minutes in duration. Additionally, both parties recognize the value of limiting participation in such meetings to no more than two (2) times per week or four (4) times per month.

- C.2.5** It is agreed by both the Board and the Association that up to a fifteen (15) minute increase in the school day (above the school year 2000-2001 schedule) for any school that is part of the Governor Wentworth Regional School District shall not be a breach of this Agreement.

C.3 - FAIR TREATMENT

- C.3.1** In recognition of progressive improvement, teachers shall be notified in writing within ten (10) days of any alleged deficiencies, shall have indicated to them expected improvements, and shall be given a reasonable period of time for these improvements to be made.
- C.3.2** No teacher shall be suspended, disciplined, reprimanded or reduced in rank or compensation, without just cause. No teacher shall receive an evaluation which results in suspension, discipline reprimand, reduction in rank or compensation, without just cause. All information forming the basis for disciplinary action will be made available to the teacher, the administration and the Board. Notwithstanding any other provisions of this Agreement, the only procedure to be followed in the non-renewal and/or discharge of a teacher certified to be represented by the Association shall be limited to the provisions of RSA 189:13 and/or RSA 189:14-a. A teacher shall be entitled to have present a representative of her/his choosing when being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- C.3.3** No teacher will be required to appear before the full Board, concerning any matter in which action is contemplated, which would adversely affect the continuation of the teacher's employment, unless five (5) calendar days prior written notice has been given.
- C.3.4** The teacher is entitled to have a representative of her/his choice present to advise and/or represent her/him during such meeting.
- C.3.5** Both parties shall respect the right of the other party, under the laws of New Hampshire and the United States and other applicable laws, decisions, and regulations.
- C.3.6** Teachers shall, upon reasonable notice, have the right to review the content of their personnel file and to receive copies of any documents therein at cost.
- C.3.7** No material derogatory to a teacher's employment shall be placed in a teacher's personnel file unless that teacher has had the opportunity to review such material. Review of such material by the teacher shall be indicated by having that teacher sign any such copies to be filed.
- C.3.8** The teacher evaluation and assistance procedure committee will continue to develop and review the procedure. The committee will be composed of six (6) people: The Association President, two (2) teachers, one (1) Board member, and two (2) administrators, and any changes will be submitted to the Board for consideration as Board Policy.

C.4 - GRIEVANCE PROCEDURE

C.4.1 DEFINITION

- a. A "grievance or complaint" means an alleged violation, misinterpretation, or misapplication of any provision of this Agreement except a matter for which a

review or appeal is provided by law. An "Aggrieved Teacher" is the person, or persons making the claim.

- b. A "Party in Interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- c. The term "Days" when used in this Article shall, except where otherwise indicated, mean school days; except the end of the school year when they shall be Monday through Friday, excluding holidays.

C.4.2 PURPOSE

The parties acknowledge that it is more desirable for an employee and her/his immediately involved supervisor to resolve problems through free and informal communications. Grievances that are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

C.4.3 RIGHT OF REPRESENTATION

The right of representation by an Association Representative shall be limited to the grievance procedure and the collective bargaining process as set forth in RSA 273-A:11, Section 1, Paragraph A.

C.4.4 FORMAL PROCEDURE

The grievance shall state the specified alleged violation or condition with proper reference to the Master Agreement. It shall also set forth names, dates, and any other related facts that will provide a sound basis for a complete understanding of any such grievance.

C.4.5 INITIATION AND PROCESSING

a. Level One- Informal

Any grievant may discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally at that level. It is expected that most grievances will be satisfactorily resolved through this procedure.

b. Level Two - Principal

If a grievance persists after a conference with the immediate supervisor directly responsible and/or the principal, the aggrieved person shall, within ten (10) days, reduce the grievance to writing on the prescribed form, and submit it to the Principal who will make a reasonable attempt to meet with the grievant before considering the evidence provided by the aggrieved and prescribe any corrective action, if necessary, within ten (10) days.

c. Level Three - Superintendent

If the decision of the Principal and/or Immediate Supervisor does not resolve the grievance to the satisfaction of the grievant, and the grievant wishes to appeal the decision to the Superintendent, it shall be submitted in writing by the aggrieved within ten (10) days. The Superintendent will make a reasonable attempt to meet with the grievant before considering the evidence provided by the aggrieved and Principal and/or immediate supervisor and prescribe any corrective action, if necessary, within ten (10) days.

d. Level Four – School Board

Any appeal from the decision of the Superintendent shall be submitted in writing by the aggrieved within ten (10) days, to the School Board, through the Superintendent of Schools, and the Board at its option may set a time and place for a hearing which will not be less than five (5) days nor more than twenty (20) days from receipt of the written appeal. The date of the hearings may be postponed or made sooner by mutual agreement of both parties. All hearings conducted by the School Board shall:

1. Be in executive session of the Board with only interested parties present unless the aggrieved requests an open meeting.
2. Give the grievant the opportunity to be represented by counsel provided by the Association and all other interested parties the opportunity to be represented by counsel of their choosing, to present sworn testimony, to present witnesses and documentary evidence, to cross examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices and requests shall be reasonably furnished to all parties.
3. All documents and information relative to grievances shall not be put in the personnel file of any teacher but rather placed in a separate file maintained for this purpose.
4. The School Board shall render a decision in writing within twenty (20) days after the hearing has been concluded.

e. Level Five - Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant, and the grievant wishes review by a third party, the grievant shall so notify the School Board, through the Superintendent, within ten (10) days of the receipt of the Board's decision. Either party may then initiate a request for arbitration pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be advisory. The fees and expenses of the arbitrator shall be equally shared by the two parties.

C.4.6

GENERAL PROVISIONS

- a. Failure at any of the above steps of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal to the next step of the procedure.
- b. Failure at any of the above levels of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- c. A grievance to be considered under this procedure must be initiated within twenty (20) days from the date when the employee knew or should have known of the occurrence. It is understood that the parties involved and witnesses will be

guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to processing a grievance.

- d. All documents, communications, and records dealing with the processing of a grievance shall not be forwarded to any prospective employer of the grievant, nor shall documents be revealed or the grievances be alluded to in any communications between the administration and said prospective employer.
- e. With regard to a grievance involving sexual harassment, the aggrieved may follow the additional guidelines of the sexual harassment policy (JBAA & GBAA) reaffirmed by the Board on December 5, 2005.
- f. Year-end grievances: by mutual agreement of the GWEA President and Superintendent, time limits in the grievance procedure may be reduced to facilitate the resolution of a grievance prior to the end of the school year or as soon thereafter as it is practical.

SECTION D - COMPENSATION AND BENEFITS

D.1 - COMPENSATION

- D.1.1 The salaries and differentials of the members of the bargaining unit for her/his normal teaching assignments are set forth in Appendix 1 which is attached to and made part of this Agreement.
- D.1.2 Based upon continued satisfactory service, as determined by the Superintendent or her/his designee, each teacher will proceed annually to the next credited years teaching experience until maximum is reached
- D.1.3 A teacher qualifying for track/step advancement due to degree or credits earned will have her/his salary adjusted in September of the following contract year. Teachers will have until September 30, to provide documentation.
- D.1.4 **METHOD AND TIME OF SALARY PAYMENT:** The annual salary of a teacher shall be computed on the basis of twenty-six (26) bi-weekly installments commencing on the first Friday after school opens, and shall be payable in twenty-two (22) bi-weekly payments and a final payment in June, equaling four (4) bi-weekly installments.
- D.1.5 All teachers, upon written request, may have the annual salary computed and paid on the basis of twenty-two (22) nearly equal payments.
- D.1.6 A teacher terminating prior to the completion of the contract shall have her/his salary prorated on the basis of 185 days.
- D.1.7 Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a per mile allowance equal to the federal (IRS) mileage reimbursement rate. The same allowance shall be given for use of personal cars for field trips or other business of the District, when approved in advance.
- D.1.8 Payment shall be made within 30 days of submission of request for payment.

- D.1.9** In recognition of service to the District, a payment of five (5) percent of the current starting salary shall be paid to teachers upon retirement, who have taught in the District, or at schools which presently comprise the District, a minimum of twenty (20) years prior to retirement, and who are employed by the District upon retirement and qualified for income under the New Hampshire State Retirement System. This payment will be included as part of the teacher's contracted salary for their last year prior to retirement. Starting salary to mean the salary paid to a first year teacher.
- D.1.10** No more than a maximum of ten (10) teachers per year shall receive this benefit. If more than ten (10) teachers are eligible in a given year, they shall be paid in order of seniority. All remaining teachers over the maximum will be paid the following budget year.
- D.1.11** **ADDITIONAL COMPENSATION:** Those teachers who, during the 1986-87 school year, were on Track V of the 1986-87 salary schedule (M.A. +60 or Doctorate) shall be placed on Track IV with appropriate step advancement. They shall receive an additional payment equal to ten (10) percent of B.A. starting salary for as long as they are employed by the school district. This is identified as the "Track 5" stipend.
- D.1.12** Those teachers who notified the Superintendent during the 1987-88 school year of their intent to pursue a Doctoral degree or the MA +60 level shall be eligible for the additional compensation upon completion of their program. Those teachers who began employment in the school district in 1987-88 and thereafter shall not be eligible for this additional compensation.
- D.1.13** **EXTRA DUTIES:** The salaries and differentials of the members of the bargaining unit for her/his Department Head, Team Leader/Coordinator and Assisting Teacher assignments, shall be set forth in Appendix 3, which shall be attached to and made part of this agreement.
- D.1.14** The coaching salary scale is shown in Appendix 4 and the extra-curricular stipends are shown in Appendix 5.
- D.1.15** In classrooms that have assistants or associates, every attempt will be made to replace an absent elementary teacher with a substitute teacher and not with the classroom assistant. If feasible, however, the classroom assistant may be hired to teach the class for the day, and a substitute assistant will be hired to assist.
- D.1.16** Teachers that will be working with classroom assistants may have input in the hiring of those assistants.
- D.1.17** **DEATH OF A TEACHER:** Upon the death of a teacher during the school year, all monies due her/him at the time of death shall be paid to the spouse, dependent children, or to the estate.
- D.1.18** **ALLOWANCE FOR TEACHER CONVENTION:** The District will reimburse up to fifteen dollars (\$15.00) per teacher, \$750.00 total per year, for the purchase of professional material at the State Education Association's Annual Teachers' Convention. A receipt of purchase will need to be presented to the Superintendent of Schools' office for approval and reimbursement.

D.2 - INSURANCE BENEFITS AND PROVISIONS

- D.2.1** The Board shall make payment of insurance premiums, in accordance with Sections D.2.2 through D.2.7 below, for each employee to assure insurance coverage for the full twelve-month period commencing July 1, 2007 and ending June 30 in each of the years that this contract is in force through June 30, 2012.
- D.2.2** In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the fringe benefits contained herein shall continue throughout the balance of the contract year.
- D.2.3** Insurance benefits for teachers considered less than full time (.8) shall be prorated with the employee contributing the remaining cost.
- D.2.4** The Board shall provide a variety of health plans and a dental plan from which the employee may select coverage.
- a. The Board will pay up to 90% of the premium cost for the SchoolCare HMO health insurance plan (single, 2-person or family) or any other comparable plan which is mutually agreed upon by both parties. The balance of the premium cost shall be paid by the employee through payroll deduction.
 - b. The Board will provide full family dental coverage (Delta Dental, Option II) at no cost to the employee.
 - c. Employees selecting available health or dental plans with premium costs that exceed the above noted limits (in paragraphs a and b above) shall be responsible for paying the excess premium costs. Said payment shall also be through payroll deduction.
 - d. Any employee eligible for health insurance who elects not to participate in the plan shall have \$1,000.00 added to her/his salary for the contract year in which the election is made. It is understood that enrollment decisions can only be made once during the contract year.
 - e. Any part of the health or dental premium to be paid by the employee shall be through payroll deduction. The District agrees to expand the limits on its "Flexible Spending Account" ("125 Plan") to accommodate the tax sheltering of said payments.
 - f. It is agreed by the Board and the Association that either party may seek more cost effective dental insurance with the changing of said plan to occur by mutual consent of the two parties.
 - g. A domestic partner, as defined below (D.3.3.c) and allowed by the insurance provider(s), may participate in the District's health or dental insurance plan through the membership of an eligible employee who, by definition and the filing of the required affidavit contained in Appendix 8, is the other half of the duly recognized domestic partner relationship. It is understood, however, the employee shall be responsible for paying 100% of the premium cost associated with adding a domestic partner to the plan (i.e. the full amount of the additional cost associated with adding the domestic partner and any dependent children gaining this coverage). Any employee taking advantage of this paragraph is required to authorize the payroll deduction necessary to cover the added

premium cost associated with adding a domestic partner to her/his health or dental insurance plan. Should the insurance carrier(s) require any affidavits or impose other specific requirements, the domestic partners are responsible for complying with said obligations.

- h. Both parties acknowledge that in May, the Merrimack County Superior Court made a ruling on domestic partner health benefits that was contrary to the ruling made by the New Hampshire Human Rights Commission. Furthermore, the matter is being appealed to the New Hampshire Supreme Court. It is the intent of both parties to accept and comply with the decision made by the New Hampshire Supreme Court. Should the Supreme Court uphold the Merrimack Superior Court decision, the District shall begin to treat domestic partners as married couples for the purpose of funding health and dental benefits. Otherwise, the District shall continue to treat domestic partners as specified in paragraph D.2.4 (g) of this Agreement.

D.2.5 The Board shall provide, without cost to the employee, liability (\$1,000,000.00) coverage for the performance of all school related duties.

D.2.6 The Board shall provide, without cost to the employee, a group term life insurance policy of \$15,000.00 that includes accidental death with double indemnity.

D.2.7 The Board will provide for IRS code - section 125 for all teachers. It is understood that this is done with no additional cost to the District. If there is an additional cost, which will be determined at the end of each school year, it will be distributed equally among the participants.

D.2.8 The District shall provide a group disability policy for all teachers that shall provide wage coverage from the 91st day of a disabling illness or injury for a period of up to five (5) years. Said disability payments shall replace the wages earned by the employee at the time of the illness or injury. Disability payments are made at 66.6% of the normal wages, but are not subject to taxes.

D.3 - LEAVE BENEFITS

D.3.1 Teachers may be granted temporary leaves of absence from school as herein set forth:

D.3.2 **SICK LEAVE:** Leave with pay will be granted due to personal, mental or physical illness or disability.

- a. A doctor's certificate may be required upon return from an absence of three or more consecutive days.
- b. Employees shall accrue sick leave at the rate of 1.5 days for each month worked. The number of days that can be accrued has no limit. For any employee who has worked in the District for ten (10) or more years and retires (receives a pension from the New Hampshire Retirement System), each remaining accrued day shall be repurchased by the District at the rate of \$25.00 per day with said payment added to the contract amount earned by the employee in her/his final year of work. The number of employees who can take advantage of this benefit in a given year is unlimited. However, an employee must advise the District no later than December

15th of the school year that immediately precedes the employee's final year. This will enable the District to budget for the benefit. Employees who fail to provide timely notice shall still be eligible for the benefit, but it will not be paid until the subsequent year.

- c. Any accumulation of sick leave days that present teachers have attained as of the effective date of the Agreement shall be retained.

D.3.3

ILLNESS IN FAMILY: All teachers of the school district shall be allowed up to five (5) days leave per year with pay (non-accumulative and deducted from sick leave) in case of illness involving a member of the immediate family.

- a. The term "immediate family" shall be construed to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters, or domestic partner (as defined below).
- b. For extenuating circumstances the Superintendent may consider expanding the definition of "immediate family" for purposes of paid leave for illness in the family.
- c. **Domestic Partner Defined:** To be considered a recognized Domestic Partner relationship under section D of the Agreement, both the Employee and her/his partner must be unmarried adults and both must complete the Domestic Partner Affidavit contained in Appendix 8. Otherwise a Domestic Partner relationship shall not be recognized.

Additionally, the Domestic Partner must have been continuously living with the Employee for at least 12 months prior to filing the Affidavit. The relationship must be a committed, mutually monogamous, non-platonic family-type relationship. The relationship must be intended by both parties to continue indefinitely. A Domestic Partner must be competent to enter into contracts and must be jointly responsible with the Employee for the common welfare and financial obligations of the couple. Otherwise, the Domestic Partner relationship shall not be recognized by the District

Domestic Partners do not include individuals who are domestic partners of any person other than the Employee or partners for whom a Statement of Termination is filed with the District. Domestic Partners do not include individuals who are related to the Employee by blood closer than would preclude lawful marriage in the state where the partners reside.

Termination of a Domestic Partner relationship is immediately effective when the relationship no longer meets all of the conditions set forth in this definition.

D.3.4

In case of serious or **CATASTROPHIC ILLNESS IN THEIR IMMEDIATE FAMILY**, the teachers will be allowed to use all of their accumulated sick leave, and if necessary be allowed to make application to the sick bank. "Immediate family" in this case shall be defined as husband, wife, dependent children or domestic partner.

D.3.5

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- a. Up to two (2) days **EMERGENCY LEAVE** (non-accumulative)

- b. two (2) days of **PERSONAL LEAVE** (non-accumulative)
- c. and five (5) days **DEATH RELATED LEAVE** (non-accumulative)

Such requests shall be submitted in writing at least one week in advance unless an emergency occurs where one week advance notice is impossible.

Examples of appropriate uses of a personal day are: an audit by the IRS, an appearance in court, a real estate closing, meeting with a school official regarding a son or daughter, a graduation day for a child or other close relation, a meeting with an insurance agent or repair person to review damage to your property, or taking your child to college (if it cannot be accomplished on a weekend due to circumstances beyond your control).

Personal days are not to be used for a vacation day, a shopping day, attendance at a sporting event, to work at another job, participate in a political campaign or to catch up on work.

If it is discovered that leave was taken for reasons that did not have to be addressed during normal working hours, said leave shall not be paid and the leave may be treated as a fraudulent act.

Reasons stated for emergency and personal leave will need to be for urgent and compelling matters which must be handled during the regular school day.

D.3.6 SPECIAL CIRCUMSTANCES: Requests for leave that are not covered under this section of the Agreement may be made to the Superintendent of Schools. The Superintendent shall decide whether to grant the leave and determine if it is paid or unpaid. The Superintendent's decision regarding "Special Circumstances Leave" cannot be grieved.

D.3.7 PROFESSIONAL LEAVE: Absence with full pay will be allowed for leave approved in advance by the Superintendent or her/his designee when teachers request, are required, or are requested to attend educational meetings and conferences or for trips involving school business.

- a. Three teachers will be allowed one professional leave day each or one will be allowed two professional leave days for the purpose of attending NHEA/NEA annual assembly of delegates. Additionally, upon request, the Superintendent may grant leave to three additional teachers for the same purpose if it does not create an unusual hardship or inconvenience on the District.
- b. All requests for such absence will be made in writing at least one (1) week in advance, when possible, to the Principal and if recommended, will be submitted to the Superintendent for approval.
- c. The number of absences allowable for professional leave is a value judgment on the part of the Superintendent of Schools and is subject to budget limitations. The number of professional leave days granted on any given school day shall be limited in number.

D.3.8 MILITARY LEAVE: Teachers who are in reserve status at the time of their initial employment by the District or upon the effective date of this Agreement and who are called to active duty in any of the United States military services which cannot, because of national emergency be postponed or deferred, will be compensated for such absence from their contract duty to the District to the extent that the District will pay during their contract the difference between their per diem contract salary and their per diem military pay, for that contracted year.

D.3.9 SABBATICAL LEAVE: The Board may, at its discretion and on the recommendation of the Superintendent, grant a sabbatical leave for a teacher by applying the following conditions:

- a. The teacher shall have seven consecutive years of successful service in the District.
- b. The teacher will be paid in either two equal installments or bi-weekly in twenty-six (26) equal payments, a sum equal to seventy-five (75) percent of the individual's Track -Step 1 salary for a full year sabbatical leave.
- c. Health care benefits that a teacher would normally be entitled to, would continue during this period.
- d. All requests for sabbatical leave will be submitted in writing to the Superintendent no later than January 1st.
- e. The decision of the Board will be announced no later than March 26th.
- f. The applicant must be enrolled in an accredited college or university, working on an approved degree program related to the teacher's assignment or an independent educational study program approved by the School Board.
- g. Upon recommendation of the Superintendent, a teacher may receive a salary increase upon return from sabbatical leave providing that the teacher can show successful accomplishment for a year's work.
- h. Teachers granted this leave shall agree in writing to two (2) additional years service following the sabbatical leave.
- i. Reports will be made to the Superintendent, as requested, concerning the nature of the teacher's program and progress.
- j. The number of sabbatical leaves granted shall not exceed two (2) in one (1) year.
- k. Any teacher who has been approved for a sabbatical leave and does not return to the District for two additional years of service must reimburse the school district for the entire amount of salary and any fringe benefits received for this sabbatical leave. (The Board would consider extenuating circumstances)

D.3.10 OTHER LEAVES OF ABSENCE: Upon recommendation of the Superintendent, a teacher may be granted a leave of absence without pay, provided the Board approves the teacher's application for leave.

- a. The number of leaves for a full year shall be limited.

- b. Upon return from such leave, the teacher will be placed on the salary level equal to the amount he/she would have received had he/she been employed during that year of leave, if recommended by the Superintendent and approved by the Board. Upon return from any leave, every effort shall be made to assign a teacher to the same position.

D.3.11

SICK LEAVE BANK: The Board agrees to establish a sick leave bank to cover teachers in the event of a long-term illness.

- a. Anyone wishing to participate in the sick leave bank may do so by donating, in writing, one accrued sick leave day to the bank. All days donated to the bank will accrue from year to year until depleted through use by participating members. At that time, anyone who wants to continue to participate as a member shall be required to donate a day from her/his accrued balance.
- b. A member shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided the member has exhausted all accrued sick leave.
- c. Upon presentation of satisfactory medical evidence of disability or illness to the Sick Leave Bank Committee and approval by said Committee the Committee shall forward its recommendation to the Superintendent.
- d. Upon recommendation of the Superintendent and approval of the Board, a member may be granted up to thirty (30) days in addition to the regular sick leave.
- e. During such additional sick leave, any and all benefits normally provided a teacher shall continue.
- f. Guidelines for application by a member to the sick leave bank shall be determined by the Sick Leave Bank Committee and published by said Committee.
- g. An additional thirty (30) days may be used by any individual teacher based upon recommendation of the Sick Leave Bank Committee and approval by the Superintendent of Schools and the School Board.

D.3.12

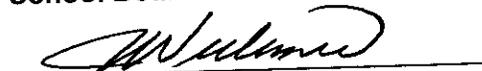
A teacher called to serve jury duty shall receive full compensation and benefits for the first five (5) days, and thereafter shall receive full compensation and benefits minus any compensation, not including expenses, received as a result of serving jury duty.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HAND AND SEALS THIS _____
DAY OF APRIL 2010.

Governor Wentworth Education
Association President


Maureen Wheeler, Duly Authorized
GWEA

Governor Wentworth Regional
School Board Chairman


John Widmer, Duly Authorized
GWRSB

APPENDIX 1 - SALARY SCHEDULE

Wage Scale 2007 - 2008					
Step					
New	Returning	I	II	III	IV
	1				
1	2	32,100	33,000	34,095	35,170
2	3	33,000	33,950	35,145	36,320
3	4	33,900	34,900	36,195	37,470
4	5	34,800	35,850	37,245	38,620
5	6	35,700	36,800	38,295	39,770
6	7	36,600	37,750	39,345	40,920
7	8	37,500	38,700	40,395	42,070
8	9	38,930	40,230	42,115	44,055
9	10	40,360	41,760	43,835	46,040
10	11	41,790	43,290	45,555	48,025
11	12	43,220	44,820	47,275	50,010
12	13	44,650	46,350	48,995	51,995
13	14		47,880	50,715	53,980
14	15		49,410	52,435	55,965
15	16			54,155	57,950
16	17				59,935

Wage Scale 2008 - 2009					
Step					
New	Returning	I	II	III	IV
	1				
	2				
1	3	33,300	34,000	35,400	36,500
2	4	34,250	35,100	36,550	37,920
3	5	35,200	36,200	37,700	39,340
4	6	36,150	37,300	38,850	40,760
5	7	37,100	38,400	40,000	42,180
6	8	38,050	39,500	41,150	43,600
7	9	39,600	41,125	43,100	45,815
8	10	41,150	42,750	45,050	48,030
9	11	42,700	44,375	47,000	50,245
10	12	44,250	46,000	48,950	52,460
11	13	45,800	47,625	50,900	54,675
12	14		49,250	52,850	56,890
13	15		50,875	54,800	59,105
14	16			56,750	61,320
15	17				63,535

Wage Scale 2009 - 2010

Step					
New	Returning	I	II	III	IV
	1				
	2				
	3				
1	4	34,450	35,450	36,850	37,825
2	5	35,600	36,700	38,225	39,375
3	6	36,750	37,950	39,600	40,925
4	7	37,900	39,200	40,975	42,475
5	8	39,050	40,450	42,350	44,025
6	9	40,700	42,250	44,475	46,555
7	10	42,350	44,050	46,600	49,085
8	11	44,000	45,850	48,725	51,615
9	12	45,650	47,650	50,850	54,145
10	13	47,300	49,450	52,975	56,675
11	14		51,250	55,100	59,205
12	15		53,050	57,225	61,735
13	16			59,350	64,265
14	17				66,795

Wage Scale 2010 - 2011

Step					
New	Returning	I	II	III	IV
	1				
	2				
	3				
1	4	35,000	36,000	37,500	38,500
2	5	36,175	37,275	38,900	40,075
3	6	37,350	38,550	40,300	41,650
4	7	38,525	39,825	41,700	43,225
5	8	39,700	41,100	43,100	44,800
6	9	41,575	43,075	45,430	47,660
7	10	43,450	45,050	47,760	50,520
8	11	45,325	47,025	50,090	53,380
9	12	47,200	49,000	52,420	56,240
10	13	49,075	50,975	54,750	59,100
11	14		52,950	57,080	61,960
12	15		54,925	59,410	64,820
13	16			61,740	67,680
14	17				70,540

Employees eligible for the "Reduced to Track 4" stipend shall receive an additional 10% of the BA starting salary each contract year (see D.1.12 and D.1.13).
 Track 1 = Bach Degree
 Track 2 = Bach +20 credits or Bach +15 credits & Matriculated to
 Track 3 = Bach Degree +40 credits or Master
 Track 4 = Master +30 credits or C.A.G.S.

Wage Scale 2011-2012				
Step	I	II	III	IV
1	35,000	36,000	37,500	38,500
2	36,175	37,275	38,900	40,075
3	37,350	38,550	40,300	41,650
4	38,525	39,825	41,700	43,225
5	39,700	41,100	43,100	44,800
6	41,575	43,075	45,430	47,660
7	43,450	45,050	47,760	50,520
8	45,325	47,025	50,090	53,380
9	47,200	49,000	52,420	56,240
10	49,075	50,975	54,750	59,100
11		52,950	57,080	61,960
12		54,925	59,410	64,820
13			61,740	67,680
14				70,540

Note: This wage scale was extended from 2010-2011 as per vote of GWEA and the community (March 9, 2010) in recognition of the economic conditions in the country and state at the time.

APPENDIX 2

GRANDFATHERED STAFF MEMBERS THAT RECEIVE THE "REDUCED TO TRACK 4" STIPEND

<u>EMPLOYEE</u>	Reduced to Track 4 Stipend <u>2007- 2012</u>
345	Yes
497	Yes

10% of the BA starting salary for the contract year

APPENDIX 3
DEPARTMENT HEADS/TEAM LEADERS/ASSISTING TEACHERS
COMPENSATION

Position	2008	2009	2010	2011	# Supervised	At \$50	Budget Ranking	2008 Total	2009 Total	2010 Total	2011 Total	2012 Total
Business Education/Dept. Head	2,729	2,831	2,928	2,975	3	150	2 0 0	3,079	3,181	3,278	3,325	3,325
Special Education/Dept. Head	2,729	2,831	2,928	2,975	4	200	2 0 0	3,129	3,231	3,328	3,375	3,375
TeamLeaders/Coordinator*	4,113	4,163	4,306	4,375	0	0	0	4,113	4,163	4,306	4,375	4,375
Asst. Teachers (Computer)	2,729	2,831	2,928	2,975	0	0	0	2,729	2,831	2,928	2,975	2,975

Team Leaders @ 12.5% of the Base Dept. Heads & Asst. Teachers @ 8.5% of the Base

**Team Leaders shall work five (5) days beyond the regular teaching contract and receive an additional five days of salary at their respective per diem rates (in addition to the listed stipend).*

APPENDIX 4 COACHING STIPENDS

ID	Position	Level	2008	2009	2010	2011	2012
A1	Head Ski (Alpine)	HS	3,273	3,445	3,626	3,816	3,816
A2	Assistant Ski (Alpine)	HS	2,455	2,584	2,720	2,863	2,863
BB1	Head Boys Basketball	HS	3,273	3,445	3,626	3,816	3,816
BB2	JV Boys Basketball	HS	2,455	2,584	2,720	2,863	2,863
BB3	Freshman Boys Basketball	HS	2,455	2,584	2,720	2,863	2,863
BBB1	Head Varsity Baseball	HS	3,273	3,445	3,626	3,816	3,816
BBB2	JV Baseball	HS	2,455	2,584	2,720	2,863	2,863
BL1	Head Boys Lacrosse	HS	3,273	3,445	3,626	3,816	3,816
BL2	Assistant Boys Lacrosse	HS	2,455	2,584	2,720	2,863	2,863
BS1	Head Boys Soccer	HS	3,273	3,445	3,626	3,816	3,816
BS2	JV Boys Soccer	HS	2,455	2,584	2,720	2,863	2,863
BT1	Head Boys Tennis	HS	2,455	2,584	2,720	2,863	2,863
BTR1	Head Boys Track	HS	3,273	3,445	3,626	3,816	3,816
BTR2	Assistant Boys Track	HS	2,455	2,584	2,720	2,863	2,863
CC	Boys and Girls Cross Country	HS	2,455	2,584	2,720	2,863	2,863
F1	Head Varsity Football	HS	3,273	3,445	3,626	3,816	3,816
F2	Assistant Varsity Football	HS	2,455	2,584	2,720	2,863	2,863
F3	Assistant Varsity Football	HS	2,455	2,584	2,720	2,863	2,863
F4	JV Football	HS	2,455	2,584	2,720	2,863	2,863
F5	Freshman Football	HS	2,455	2,584	2,720	2,863	2,863
FH1	Head Field Hockey	HS	3,273	3,445	3,626	3,816	3,816
FH2	JV Field Hockey	HS	2,455	2,584	2,720	2,863	2,863
FH3	Freshman Field Hockey	HS	2,455	2,584	2,720	2,863	2,863
G	Head Golf	HS	2,455	2,584	2,720	2,863	2,863
GB1	Head Girls Basketball	HS	3,273	3,445	3,626	3,816	3,816
GB2	JV Girls Basketball	HS	2,455	2,584	2,720	2,863	2,863

GB3	Freshman Girls Basketball	HS	2,455	2,584	2,720	2,863	2,863
GL1	Head Girls Lacrosse	HS	3,273	3,445	3,626	3,816	3,816
GL2	Assistant Girls Lacrosse	HS	2,455	2,584	2,720	2,863	2,863
GS1	Head Girls Soccer	HS	3,273	3,445	3,626	3,816	3,816
GSB1	Head Varsity Softball	HS	3,273	3,445	3,626	3,816	3,816
GS2	JV Girls Soccer	HS	2,455	2,584	2,720	2,863	2,863
GSB2	JV Softball	HS	2,455	2,584	2,720	2,863	2,863
GT1	Head Girls Tennis	HS	2,455	2,584	2,720	2,863	2,863
GTR1	Head Girls Track	HS	3,273	3,445	3,626	3,816	3,816
GTR2	Assistant Girls Track	HS	2,455	2,584	2,720	2,863	2,863
IH1	Varsity Ice Hockey	HS	3,273	3,445	3,626	3,816	3,816
IH2	Assistant Varsity Ice Hockey	HS	2,455	2,584	2,720	2,863	2,863
N1	Head Ski (Nordic)	HS	2,455	2,584	2,720	2,863	2,863
N2	Assistant Ski (Nordic)	HS	1,637	1,723	1,813	1,908	1,908
S1	Head Fall Spirit	HS	1,637	1,723	1,813	1,908	1,908
S2	Head Winter Spirit	HS	1,637	1,723	1,813	1,908	1,908
V1	Head Volleyball	HS	2,455	2,584	2,720	2,863	2,863
V2	JV Volleyball	HS	1,637	1,723	1,813	1,908	1,908
KRHS Total			116,200	122,306	128,736	135,494	135,494
ID	Position	Level	2008	2009	2010	2011	2012
4	MS Assistant Ski	MS	1,637	1,723	1,813	1,908	1,908
5	MS Head Football	MS	1,637	1,723	1,813	1,908	1,908
6	MS Assistant Football	MS	1,228	1,292	1,360	1,431	1,431
7	MS Assistant Football	MS	1,228	1,292	1,360	1,431	1,431
10	MS Head Field Hockey	MS	1,637	1,723	1,813	1,908	1,908
11	MS Assistant Field Hockey	MS	1,228	1,292	1,360	1,431	1,431
19	Head MS Football Cheerleading	MS	819	862	907	955	955
24	Middle Girls Basketball	MS		1,723	1,813	1,908	1,908

24	Middle Girls Basketball	MS	1,637	1,723	1,813	1,908	1,908
25	Middle Boys Basketball	MS	1,637	1,723	1,813	1,908	1,908
26	MS Head Soccer	MS	1,637	1,723	1,813	1,908	1,908
27	Assistant MS Soccer	MS	1,228	1,292	1,360	1,431	1,431
29	MS Basketball Cheerleading	MS	1,637	1,723	1,813	1,908	1,908
43	MS Baseball	MS	1,637	1,723	1,813	1,908	1,908
44	MS Softball	MS	1,637	1,723	1,813	1,908	1,908
46	Intramural/MS Fall-Winter Basketball	MS	143	151	159	167	167
47	Intramural/MS Fall-Winter Basketball	MS	143	151	159	167	167
48	Intramural/Fall MS	MS	143	151	159	167	167
49	Intramural/Fall MS	MS	143	151	159	167	167
50	Intramural/Director MS	MS	515	542	570	600	600
55	MS Head Boys Track	MS	1,637	1,723	1,813	1,908	1,908
56	MS Head Girls Track	MS	1,637	1,723	1,813	1,908	1,908
KRMS Total			24,825	26,129	27,496	28,935	28,935
COMBINED			141,025	148,435	156,232	164,429	164,429

LONGEVITY TABLE	
FY 2008- 2012	
1 to 3 Years	85
4 to 6 Years	174
7 to 9 Years	259
10 Years or More	346

APPENDIX 5 EXTRA CURRICULAR STIPENDS

1. Kingswood Regional High School, Middle School and Region 9

Position No.	#	Position	Point Value	SCHOOL	2008	2009	2010	2011	2012
1	1	Art Club	4	KRMS	384	404	424	448	448
2	1	Band	13	KRMS	1,248	1,313	1,378	1,456	1,456
3	1	Band Director	26	KRHS	2,496	2,626	2,756	2,912	2,912
4	1	Close Up/Split	5.5	KRHS	528	556	583	616	616
4	1	Close Up/Split	5.5	KRHS	528	556	583	616	616
5	2	Freshman Class Advisor	5.6	KRHS	538	566	594	627	627
5		Freshman Class Advisor	5.6	KRHS	538	566	594	627	627
6	2	Junior Class Advisor	7.8	KRHS	749	788	827	874	874
6		Junior Class Advisor	7.8	KRHS	749	788	827	874	874
7	2	Math Team	4.5	KRHS	432	455	477	504	504
7		Math Team	4.5	KRHS	432	455	477	504	504
8	1	Outdoor Club	4.5	KRMS	432	455	477	504	504
9	1	Play Director	7.5	KRMS	720	758	795	840	840
10	1	Play Director	7.5	KRHS	720	758	795	840	840
11		Play Assistant Director	4.5	KRHS	432	455	477	504	504
12		Play Assistant Director	4.5	KRMS	432	455	477	504	504
13	2	Senior Class Advisor	11	KRHS	1,056	1,111	1,166	1,232	1,232
13		Senior Class Advisor	11	KRHS	1,056	1,111	1,166	1,232	1,232
14	2	Senior Honors Program	8	KRHS	768	808	848	896	896
14		Senior Honors Program	8	KRHS	768	808	848	896	896
15	2	Sophomore Class Advisors	5.6	KRHS	538	566	594	627	627
15		Sophomore Class Advisors	5.6	KRHS	538	566	594	627	627
16	2	Student Council	7.8	KRHS	749	788	827	874	874
16		Student Council	7.8	KRHS	749	788	827	874	874
17	1	Yearbook/Split	3.15	KRMS	302	318	334	353	353
17	1	Yearbook/Split	3.15	KRMS	302	318	334	353	353
18	1	Yearbook/Split	7	KRHS	672	707	742	784	784
18	1	Yearbook/Split	7	KRHS	672	707	742	784	784
19	1	Youth in Government/Split	3.25	KRHS	312	328	345	364	364
19	1	Youth in Government/Split	3.25	KRHS	312	328	345	364	364
20	1	FHA *	9	KRMS	864	909	954	1,008	1,008
21	1	VICA Construction *	10.5	KRHS	1,008	1,061	1,113	1,176	1,176
22	1	HOSA *	9.5	KRHS	912	960	1,007	1,064	1,064
23	1	VICA Power Mechanics *	11.5	KRHS	1,104	1,162	1,219	1,288	1,288
24	1	FBLA *	13.5	KRHS	1,296	1,364	1,431	1,512	1,512
25	1	TSA *	11.5	KRHS	1,104	1,162	1,219	1,288	1,288
26	1	VICA Culinary *	10.5	KRHS	1,008	1,061	1,113	1,176	1,176
27	1	DECA *	7.5	KRHS	720	758	795	840	840
28	1	FFA *	9	KRHS	864	909	954	1,008	1,008

APPENDIX 6 STUDENT DISCIPLINE

The Board recognizes its responsibility to give all available support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that disruptions caused by a particular pupil in the class will impede the education of other class members, the Board or school administrator will provide all available support and assistance to the teacher with respect to said pupil.

A teacher may recommend to the administrator exclusion of a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom educationally damaging to other class members. In such cases, the teacher will furnish the principal, as promptly as her/his teaching obligations will allow, full particulars of the incident in writing.

The Board, in conjunction with administrators and teachers, shall develop rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year.

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board's representative shall render all reasonable assistance to the teacher in conjunction with handling of the incident by law enforcement and judicial authorities.

Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher nor shall the teacher suffer any loss in compensation or other benefits.

A teacher may, at all times, use such force as is necessary to protect herself/himself, to protect persons or property, to quell a disturbance or to obtain possession of a dangerous weapon.

APPENDIX 7 TEACHER EVALUATION

EXPECTATIONS:

The District and the Association are committed to *Helping each child create the future* and share in the belief that Professional Learning Communities are an essential component in striving to meet the educational needs of all children. Educators in the Governor Wentworth Regional School District take great pride in continuously developing their pedagogical skills. Both the District and the Association share high expectations for student learning and agree that the professional conduct of all employees, including teachers, must be consistent with the duty of serving as an appropriate role model for our pupils.

The Governor Wentworth Regional School Board believes that the most important ingredient in fostering the academic success of any student is the classroom teacher and specialist. The School Board further recognizes that the first years in the District are the most important in terms of enculturating the educator into the norms and expectations of the District and supporting them to achieve to the District's high standards of professionalism.

According to Governor Wentworth Regional School District policy (GCOA), "the purpose of teacher assessment is to improve instruction and the overall educational climate."

Please Note: Teachers may invite a third part to any meeting that is held with an administrator.

REGULATION:

1. Induction Educator Pathway

- a. Educators new to teaching or new to the District are placed on the Induction Pathway until they have earned Continuing Contract rights as defined by NH RSA 189:14-a.
- b. Teachers who are on the Induction Educator Pathway shall be observed at least two times each year with a final annual assessment.
 - i. Observations shall be based on a minimum of thirty (30) minutes.
 - ii. Observations may be made by the Assistant Superintendent, School Principals, Assistant Principals, Directors, Department Heads, Academic Coordinators or others designated by the Superintendent of Schools.
 - iii. Post-observation conferences shall be within five (5) school days.
 - iv. Teachers shall receive a preliminary report of the observation at least one (1) school day prior to the conference. The final report shall be issued in accordance with Section C.3.1 of this Agreement.

2. Master Educator Pathway

- a. Educators who are on the Master Educator Pathway are considered to be master teachers who do not require the same level of supervision as a new teacher.

- b. Teachers on the Master Educator Pathway shall maintain a Portfolio of Professional Development, including an Action Research Project and Reflections indicating an active dialogue with the building administrator.
 - i. The PD Portfolio shall be presented to the building administrator and one colleague of the teacher's choosing early in the spring of the third year of the teacher's PD/recertification cycle.
 - ii. A summary of the PD Portfolio, written by the teacher, shall be sent to the Superintendent's Office for inclusion in the Central Office Personnel File.
- c. Teachers on the Master Educator Pathway may request formal feedback on their performance by requesting a classroom observation. If such an observation is requested the same requirements as pertain to observation of teachers on the Induction Pathway shall pertain.
- d. In the absence of placement onto the Observation Cycle, or a request for a formal observation made by the teacher, no observations or formal assessments are required on a teacher on the Master Educator Pathway.
- e. When an administrator becomes aware of a deficiency, as defined by an unsatisfactory rating on the Framework for Teaching Rubric (Danielson, 1996), he or she will immediately schedule a timely meeting with the teacher.
 - i. The deficiency will be discussed, but no formal observation plan will be written. The teacher may invite an Association member to be present at that initial and subsequent meeting(s).
 - ii. Unless the deficiency relates to a time sensitive issue, the teacher will be given 30 calendar days to correct the deficiency. At that time, the teacher and administrator will meet again for the teacher to present evidence of correction.

3. Observation Cycle

The purpose of the Observation Cycle is to provide constructive feedback to educators who exhibit one or more professional deficiencies. The intent is to help the educator improve and meet the high standards of professionalism set by the Governor Wentworth Regional School Board and the Governor Wentworth Education Association.

Any evaluation has at its heart judgments. In order to make the judgment of educators' professional work as objective as possible, administrators will be using the same framework that is used for professional development. This pairing is necessary because professional development is the way in which deficiencies are corrected.

Details regarding the Observation Cycle can be found in the Governor Wentworth Regional School District's Professional Development Master Plan.

- a. When an administrator observes a deficiency or deficiencies a meeting will be set up with that educator within 2 school days for the purpose of discussing what was observed. If, at the conclusion of the meeting, the administrator still believes there is a deficiency or deficiencies, the educator will be given time to prepare

evidence that no deficiency exists. The educator will present evidence to the administrator on or before the sixth day after receiving initial meeting notification.

- b. Placement on an Observation Cycle will be made if, after the presentation of evidence by the educator, the administrator still believes that there is a deficiency or deficiencies.
- c. If the educator has been placed on a Formal Observation Pathway, then the educator and the building administrator will meet to develop a written plan which will address the recommendations, including possible strategies (i.e. Circle of Friends, reading material, training, peer visitations in or out of district, mentoring, etc.) and to determine a reasonable time-line for a follow-up meeting (no less than 30 days). The plan will include a timeline of not less than 60 calendar days, nor more than 90 from the original date of the deficiency notification.
- d. Teachers on a Formal Observation Cycle shall be observed at least two times each year with a final annual assessment.
 - i. Observations shall be based on a minimum of thirty (30) minutes.
 - ii. Post-observation conferences shall be within ten (10) school days.
 - iii. Teachers shall receive a preliminary report of the observation at least one (1) school day prior to the conference. The final report shall be issued in accordance with Section C.3.1 of this Agreement.
- e. After the satisfactory correction of deficiencies, as presented through evidence, the teacher will be returned to the Master Educator Pathway. Should there be no satisfactory correction of deficiencies, disciplinary action may be taken in accordance with RSA 189:14-a.

Please Note: A flow chart which details the timeline and steps of the Observation Cycle can be found in the Governor Wentworth Regional School District's Professional Development Master Plan.

4. Right to Review

- a. Teachers shall be granted the opportunity to review their observations and/or assessments prior to it being included in their file.
- b. All evaluations or observations must be completed, in writing, before a teacher is requested to sign the report. The teacher's signature shall indicate only that the report has been read by the teacher and shall not be interpreted as agreement with the contents.
- c. The teacher may also file a rebuttal to any observation or assessment. The teacher shall have the right to review the content of their personnel file and receive copies.
- d. No materials derogative to a teacher's employment shall be placed in a teacher's personnel file unless that teacher has had the opportunity to review such material.

APPENDIX 8

GOVERNOR WENTWORTH REGIONAL SCHOOL DISTRICT DOMESTIC PARTNER AFFIDAVIT

Employee's name _____

Employee's social security number _____

Date _____

As a condition of membership for Domestic Partners and their eligible children, the following completed affidavit is required. *This affidavit must be notarized and submitted to the SAU 49 Office.* The information in this affidavit will not be used or released for any purpose other than to establish your eligibility for specific leave benefits unless we have your expressed written consent for other use or release.

We, _____ and _____,
Employee (print) Domestic Partner (print)

Hereby certify under penalty of perjury, that each and every statement contained in this affidavit is true and correct to the best of our knowledge. We agree to all of the terms of this affidavit and declare the following:

I. Declaration of Fact

- A. We are adults and neither of us is legally married. We have resided together in the same legal residence for at least 12 consecutive months as each other's domestic partner. We live in a committed, mutually monogamous, non-platonic family-type relationship and intend to remain so indefinitely.
- B. It has been at least 12 months since either of us has filed a Statement of Termination naming the other as a party or naming another partner.
- C. It has been at least 12 months since either of us has been a party to a divorce or annulment proceeding.
- D. Neither of us is the policy holder in a health benefits plan which covers a spouse, ex-spouse or former domestic partner as a dependent. Neither of us is a dependent on any other person's health plan policy.
- E. We are at least 18 years of age and mentally competent to enter into contracts and are each jointly responsible for the common welfare and financial obligations of the other.
- F. We are not related by blood closer than would preclude lawful marriage in the state where we are legal residents.

II. Change in Domestic Partnership

- A. Each of us agrees to notify the SAU 49 Office of any changes to our domestic partnership, as attested to in the declarations above. For example, if one partner changes residence or if we are no longer each other's sole domestic partner, we will notify the SAU Office. Notice will be in the form of a written statement that provides the date that the termination took place. The Statement of Termination will be filed with the SAU within 30 days of the change, but it will take effect on the date that the relationship changed.

- B. Both partners agree that if either executes a Statement of Termination, he/she will mail a copy of the statement to the last know address of the other party (unless the party is deceased).
- C. Both partners agree that a subsequent Domestic Partner Affidavit cannot be filed until 12 months after any Statement of Termination is received by the SAU 49 Office. The 12 month period will be waived only if another Domestic Partner Affidavit is filed for the same domestic partners within 31 days following the date that the Statement of Termination is received by the SAU 49 Office.

By signing this affidavit, we agree that the Governor Wentworth Regional School District has full recovery rights if it is determined that any statement is false or misleading. We also agree that if any statement is determined to be false or misleading, or if we fail to notify the SAU 49 Office of changes affecting the validity of the Domestic Partner relationship, any benefits available as a result of this relationship may be terminated on a date as determined by the SAU 49 Office.

Employee's signature _____
Date

Employee's Address

Domestic Partner's signature _____
Date

Domestic Partner's Address

.....

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, in the year of _____

Before me personally appeared _____

Herein and who executed the foregoing, and swore to its truth.

Before me, _____
Notary Public Signature & Seal

My Commission Expires

mw

GWEA

JW

GWRSB