

MASTER AGREEMENT  
Between  
WAKEFIELD EDUCATION ASSOCIATION  
NEA-NEW HAMPSHIRE

and

THE WAKEFIELD SCHOOL BOARD

August 1, 2010  
to  
July 31, 2013



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**ARTICLE ONE**  
**RECOGNITION**

1.1 The Wakefield School Board recognizes the Wakefield Education Association, NEA-New Hampshire for purposes of collective negotiations according to RSA-273A, as the exclusive representative of all employees of the Wakefield School District, as listed in the New Hampshire Public Employee Labor Relations Board Certification dated May 7, 1984.

1.2 New Positions

If any new employee position is created during the life of this agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

**ARTICLE TWO**  
**MANAGEMENT RIGHTS**

2.1 Except as validly limited by express provisions of this agreement, the school board reserves the right to exercise management prerogatives to include, but not limited to: unilaterally determine the standards of services to be offered by it; set the standards of selection of employees; select employees; direct and assign its employees; take disciplinary action; relieve its employees from duties because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise control over its organization and the facilities, methods, means and technology of performing its work. Nothing in this Article Two shall relieve management from fulfilling its obligations under RSA 273-A.

**ARTICLE THREE**  
**MAINTENANCE OF STANDARDS**

3.1 Except as this agreement shall hereinafter otherwise provide, all terms, conditions of employment, and benefits in effect at the time this agreement is signed, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.

**ARTICLE FOUR**  
**NEGOTIATIONS PROCEDURES**

4.1 All collective bargaining shall be conducted at the level of the school board.

4.2 The school board shall provide access to non-confidential data in the public domain which are at no cost to the board, which is requested by the association in order to prepare for negotiations. Such access to data above will be upon reasonable notice and carried out without interrupting or interfering with the normal operation of the school's business.

4.3 Any agreement reached shall be reduced to writing and be signed by the board and the association. A copy of the agreement shall be filed with the New Hampshire Public Employee Labor Relations Board (NH PELRB) within fourteen (14) days of the signing. The board shall be responsible within thirty (30) days of the signing, for publication of the agreement on the District's website. Newly hired employees shall be furnished with a paper copy of the agreement at time of hire.

4.4 When members of the board and association mutually agree to hold such meetings for the purpose of negotiating beyond 11:00 P.M, such members shall be excused from duty the following day without loss of pay, or benefits, (i.e., professional, sick, personal days) and provisions made for substitute relief.

4.5 It is agreed that before changing policies, practices and matters which impact upon working conditions which are within the scope of the employer's authority, prior negotiations with the association shall take place.

4.6 The board shall make maximum effort to obtain ratification of the agreement cost items from the district.

**ARTICLE FIVE**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

5.1 Rights and privileges granted the association shall not be granted to any other employee organization as long as they remain the certified bargaining unit.

5.2 The board and the association agree that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the board or the association by reasons of membership, or non-membership in the association or participation in any of its activities or the exercise of individual rights under RSA 273-A.

5.3 Outside of normal school hours, the association and its affiliates shall have the right to use designated areas in the school building for meetings, provided that there is no interference with scheduled school activities and pre-arranged civic meetings. The use of such areas shall be arranged with the building principal in advance.

5.4 The association shall have the right to use school facilities and equipment, including typewriters, photocopying machines, and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The association shall incur the cost of duplicating materials and paper.

5.5 Designated representatives of the association shall be allowed to receive telephone calls and other communications concerning association business during duty-free time.

5.6 Representatives of the association shall be permitted to transact association business on school property so long as it is not conducted during instructional time and instructional preparation time and not in the presence of students.

5.7 The building principals shall permit placement of association material and notices in each teacher's mailbox and on teachers' room bulletin boards.

5.8 The board and the association may meet on a periodic basis for the purpose of discussing various educational matters of interest or concern to both or either party relating to the welfare of the school system.

5.9 The board shall place on the agenda of each regular board Meeting as an item for consideration under "New Business", any matters brought to its consideration by the association so long as those matters are made known to the superintendent's office seventy-two (72) hours, or if circumstances warrant, seven (7) days prior to the regular meeting, in writing.

5.10 Upon written application, payroll deductions will be made for all insurances, tax sheltered annuities (less any insurance premiums contained therein), association dues, savings bonds, and the credit union. Such authorization shall be revocable by the teacher at any time upon written notice. A statement of these deductions shall be provided with each salary payment. Those required by law; i.e., withholding taxes, retirement and FICA, will automatically be deducted.

5.11 At the beginning of every school year, the association may be credited with two (2) days to be used by employees who are officers or agents of the association. Such use, with pay, to be at the discretion of the association. The administration will be notified as soon as possible, but no less than twenty-four (24) hours prior to the commencement of such leave.

5.12 Any bargaining unit member who is a member of the association, or who has applied for membership, must sign and deliver to the SAU Office an assignment authorizing deduction of dues, assessments and contributions, as established by the association. Pursuant to such authorization, the employer shall deduct equal amounts for twenty-

one (21) or twenty-six (26) pay periods beginning the first pay period in October. The amounts deducted shall be promptly remitted to the Wakefield Education Association. If a teacher leaves the district before full dues authorized have been deducted, the balance shall be deducted from the teacher's final paycheck.

**ARTICLE SIX  
TEACHER RIGHTS**

6.1 No teacher shall be required to appear before the board or its agents concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increments pertaining thereto, unless he/she has been given prior notice of the reason for such a meeting in advance where possible, and shall be entitled to have a representative of the association present for advice and representation during such interview. The parties agree such right to representation shall not include conferences following observations or evaluations, unless such a conference is related to potential disciplinary action.

6.2 Due Process No teacher shall be discharged, non-renewed, suspended, reduced in rank or compensation without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the association. The parties agree that discipline shall be progressive and corrective. During the first three years of initial employment a teacher shall be exempt from the just cause provision of this Article 6.2.

6.3 No salary deduction or loss of leave shall occur when a teacher is absent as a result of being called to appear in court or other tribunal on business concerning the school district.

6.4 This agreement shall be applied without regard to race, color, creed, national origin, sex, marital status, age, handicap, domicile or membership in the Wakefield Education Association or its associated activities.

6.5 A continuing contract teacher who is in danger of nonrenominations due to unsatisfactory performance must receive written notice of said danger by December 1 prior to the nonrenomination. The administration shall provide a written improvement plan to such a teacher by January 1 prior to nonrenomination and will provide a mentor to help implement the improvement plan.

**ARTICLE SEVEN  
REDUCTION IN FORCE**

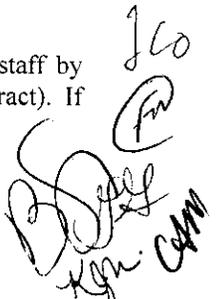
7.1 As soon as a reduction in force is seriously contemplated, the superintendent of schools shall notify the President of the Wakefield Education Association and all of the teachers in the specific classifications upon which it is contemplating, a position to be eliminated. For the purposes of this Article, classifications are defined as follows:

Classification	Assignment Areas
Grade K-6	
Grades 6-8	English, Math, Science, Social Studies, foreign language, life skills/home economics, industrial arts/technical education
Grades K-8	Special education, reading, guidance counselors, nurses, art, music, physical education, media/library, gifted & talented, computer study skills

7.2 The school board will accept for review any written presentation regarding the reduction in force from the association, individual teachers or the public.

7.3 The decision to implement the reduction in force shall be made at the sole discretion of the school board.

7.4 Every reasonable effort shall be made to minimize the affects of reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract). If

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further reductions are necessary, then non-tenured staff shall be laid off if they are in the specific classifications (designated RIF assignment areas) affected by the reduction.

7.5 In identifying which teachers to release, the school board shall consider the following factors: certification, academic preparation, staff development requirements, evaluation recommendations and disciplinary actions. All of the factors being equal, then seniority will be considered in making the final determination. Seniority is defined as the total number of years continuously employed in this school district. The parties agree to establish a committee to study methods for selecting employees for layoff. The committee will include at least one school board member, two association members, and any other members the administration chooses. The committee will attempt to have a report and make recommendations by February 1, 2011.

7.6 Employees released shall be granted priority for re-established positions for a three-year period. A previously employed teacher who returns to a teaching position within a three-year period shall resume employment by the school district at not less than the step occupied when the teaching position previously held was terminated.

7.7 Any transfer, assignments, or reassignments resulting from or involved with a reduction in staff will be made at the sole discretion of the superintendent of schools. In the event of a change of assignment or transfer as a result of the reduction in force, the teacher involved shall be notified of such change.

7.8 This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this Article.

7.9 If a grant funded position is filled by a candidate who is not a current employee, then the district may lay off the employee if the grant expires. If a grant funded position is filled by a candidate who was employed by the district prior to taking the grant funded position, the layoff will be considered to be from the position which the employee last held. For instance, if a second grade teacher were hired to a Title I position and the Title I grant expired, a second grade RIF would be executed.

## **ARTICLE EIGHT** **STUDENT DISCIPLINE AND TEACHER PROTECTION**

8.1 The administration, in consultation with the association, but at its discretion shall develop disciplinary rules and regulations for student misbehavior. Such rules and regulations shall be distributed to students, teachers and parents at the commencement of each school year upon approval by the school board.

8.2 A teacher may, at all times, use such force as is reasonable and appropriate under the circumstances to protect his/herself, a fellow teacher, administrator, or a student, from attack, physical abuse, or injury.

8.3 The board will consider a request for reimbursement from teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the schools, or on a school-sponsored activity.

8.4 Any case of assault upon a teacher shall be promptly reported to the superintendent or his/her designated representative. The superintendent will arrange for legal counsel at not cost to the teacher to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in conjunction with handling of the incident by law enforcement and judicial authorities.

8.5 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 provided the teacher has used force that is reasonable and appropriate under the circumstances.

**ARTICLE NINE**  
**SCHOOL CALENDAR**

9.1 The board shall establish the school calendar. The association will be provided an opportunity to review and make recommendations prior to publication of it.

9.2 The teachers' work year will begin no sooner than August 25. At least two teacher workdays before instructional days begin will be non-instructional days, at least one day for classroom set up which shall be meeting free, and at least one day for workshops and meetings scheduled by the administration. The Friday before Labor Day will be a no school day.

The teacher work year shall consist of 180 instructional days and up to 7 in-service days, one of which shall be for the annual teachers' instructional convention.

9.3 In the event school is closed due to inclement weather, the association agrees to make up, at a time mutually agreed upon, those days necessary to meet state minimum requirements.

9.4 The board shall schedule 3 early release days to provide for one half (1/2) day teacher in-service training and or parent conferences.

**ARTICLE TEN**  
**TEACHING CONDITIONS**

10.1 The teacher workday shall begin twenty (20) minutes before the instructional day. On Mondays through Thursdays, the teacher workday shall end ten (10) minutes after the close of school or upon completion of professional responsibilities, whichever is later. On Fridays, the teacher workday shall end at the close of school unless that teacher has afternoon duty, or upon completion of professional responsibilities, whichever is later. Professional responsibilities shall include providing assistance to students who request extra help. The administration shall consult with the professional staff with respect to the scheduling of professional responsibilities more than ten (10) minutes after the close of school. Each member of the bargaining unit shall be required to spend at least one hour per week beyond the instructional day providing tutoring or other help to students. "Other help" will be defined as any non-paid activities provided during non-school hours: including but not limited to, the after school programs and enrichment programs.

10.2 The board will make every effort to schedule all teachers for five duty-free planning periods per five-day week. On any day that a teacher is not scheduled for a planning period, the teacher will not be scheduled for a duty. These planning periods shall be free from meetings.

10.3 The board will make every effort to provide a duty-free uninterrupted lunch period of thirty (30) continuous minutes, or the student lunch hour, whichever is greater.

10.4 Teachers may leave the building during their unscheduled time with prior permission of the principal, including the period before and after the instructional day as found above in Article 10.1.

10.5 All mileage cost will be computed at the current IRS rate. Reimbursements will be made for the following situations:

a) Staff members who are required to travel between schools during the course of a given day as part of their assignments. Travel costs to and from school and home are not reimbursable.

b) Staff members who are required to transport students to and from activities away from school, as directed by the building principal.

- c) Staff members who utilize their vehicles to pick up and/or transport supplies, as determined by the building principal.
- d) Staff members who use their vehicles for any other school business as determined by the building principal.
- e) These requests can be submitted monthly.

10.6 The school district shall operate a Joint Loss Management Committee as required by the State Workers' Compensation law.

10.7 Employees shall be allowed to wear business casual jeans on Fridays.

## **ARTICLE ELEVEN**

### **PROFESSIONAL ASSIGNMENTS AND VACANCIES**

11.1 Teachers shall not be assigned outside the scope of their teaching certificate and outside their major field of study, except in case of emergency. Teachers shall be consulted and given an opportunity to provide input prior to an assignment to a different grade. No teacher shall be involuntarily transferred unless there are valid educational reasons for the transfer.

11.2 The board shall make every effort to give teachers notice of their teaching schedules, class and/or subject assignments, building assignments, and extra curricular activities for the forthcoming year no later than the close of school in June. In order to meet the needs of the district when changes in such schedules, class and/or subject assignments or building assignments become necessary, and are made during the summer months, the teachers involved shall be promptly notified when possible.

11.3 The employee's assignment including, but not limited to, grade and subject shall be listed on the employee's individual contract at the time it is offered to the employee. Co-curricular and extra-duty assignments shall be covered by Memoranda of Agreement.

11.4 Every teacher will be expected to serve on at least one (1) school, district, or state committee annually. Any other assignment in addition to the normal teaching schedule outside the instructional day shall be voluntary. Routine responsibilities such as bus duty, lunch duty, special education and 504 teams, and recess duty are considered part of the instructional day.

11.5 After the issuance of contracts for the following school year, or any time that vacancies should occur, the superintendent shall post a list of such vacancies in each building. Such notices shall 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.

11.6 Teachers already employed in the district shall be granted an interview and be given full consideration for placement in the position. The district shall take into consideration a teacher's qualifications and performance when filling open positions. If all factors of consideration are otherwise equal, seniority shall be considered.

11.7 The board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Every effort shall be made to obtain a substitute teacher for all teachers who are absent from school, including special area teachers. Regular teachers or aides shall be used as substitute teachers only in emergencies.

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**ARTICLE TWELVE**  
**EVALUATION**

12.1 During the first three weeks of school, the principal shall orient all teachers new to the district regarding evaluation procedures and instruments.

12.2 Evaluation is an administrative function. All monitoring and observation of the performance of a teacher shall be conducted openly for a minimum of thirty (30) minutes and with full knowledge of the teacher. A conference between teacher and evaluator shall occur within one (1) week after a classroom observation or within a reasonable time. A written report of observations shall be signed by teacher and evaluator within twenty-four (24) hours of the conference.

12.3 Notification of Deficiencies

The administration, in recognition of the concept of progressive improvement, shall promptly notify a teacher in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction. In the event that deficiency could result in termination of employment, copies of any notice to the teacher shall be promptly forwarded to the association.

12.4 Assistance Procedure

Definite positive assistance shall be immediately provided to teachers upon recognition of "professional difficulties." For the purpose of this Article the term "professional difficulty" shall apply to any observed deficiencies relating to job performance. Beginning immediately with the conference after an observed deficiency, specific appropriate direction shall be offered in writing to guide the individual toward the solution of the particular professional problem. Teachers are responsible for their own performance and are expected to correct any professional deficiencies.

12.5 Complaints

Any complaint regarding a teacher made to any member of the administration by a parent, student or other person which may be used in any manner in evaluating a teacher, shall be promptly investigated. Any written complaints shall be available to the teacher for an opportunity to review and respond to said complaint. Any verbal complaints that the complainant is unwilling to put in writing shall not be referenced in any way in the teacher's file.

The exception to this will be verbal complaints regarding alleged immoral or criminal acts. These verbal complaints will be reduced to writing and treated as a written complaint. Any complaint that is unsubstantiated or unproven shall not be placed in a teacher's file.

The teacher shall be given an opportunity to respond in order that he/she may rebut the complaint. The teacher shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and that answer shall be reviewed by the superintendent or his designee and attached to all copies. Unsubstantiated complaints shall not be placed in an employee's file.

12.6 Upon reasonable notice, employees shall have the right to examine their individual personnel file. No material, which is adverse to an employee added after original employment, shall be placed in an employee's file unless the employee has had an opportunity to review the material. The employee may submit a statement regarding any material which is in the file. The employee may use the copy machine in the business office to copy contents and records as concerns the employee at no cost to the district.

## 12.7 Review of Personnel Files

Although the district agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to the teacher's initial employment, it shall not establish any separate personnel file which is not available for the teacher's inspection.

12.8 Whenever material is permanently removed from a teacher's file, the teacher shall be notified.

12.9 Documents, communications and/or records dealing with the processing of a grievance or other association activity shall not be placed in an employee's file. All recommendations provided to a potential employer shall be limited to the contents of the employee's file.

## **ARTICLE THIRTEEN** **PROFESSIONAL IMPROVEMENT**

13.1 Reimbursements for Staff Development Committee approved courses which are satisfactorily completed at accredited colleges, universities or professional training schools shall be as follows:

13.2 The school district will provide the tuition costs in advance up to a maximum of four (4) credits at the current University of New Hampshire rate and in accordance with paragraph 13.1 regardless whether or not the first course taken by the teacher occurs in the first or second semester. Teachers are required to present official grade reports showing a passing mark equivalent to a "B" or better, and a copy of a tuition receipt or canceled check to receive salary schedule credit and/or the remaining reimbursement. If a teacher fails to complete a course or earn a passing mark of "B" in a course for which advance reimbursement was received, then the amount of reimbursement will be deducted from the individual's final paycheck received for that school year.

13.3 Professionals are encouraged to attend workshops and other related programs that will be beneficial to their assignments. Personnel wishing to attend such workshops or other related programs shall submit their request for attendance in writing to the principal for his/her approval or disapproval no later than one (1) week in advance of the scheduled activity. Assistance in defraying the cost of these workshops and other related programs when there is a charge, shall be as follows:

13.4 The sum of four hundred dollars (\$400) will be budgeted for each faculty member to participate in workshops, conferences or other professional development activities.

13.5 Each staff member requesting assistance must submit this request to the building principal at least one (1) week prior to the workshop or the program taking place. The building principal will approve or disapprove the request for financial assistance.

13.6 The board agrees that any work performed by individual teachers for various committees, as assigned by the superintendent be allowed as staff development credit hours.

13.7 Before the close of each school year, each teacher shall have access to the following information:

1. Accumulated degree-credit hours to date;
2. Accumulated staff development hours to date;
3. Date of recertification for renewal of state certificate.

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**ARTICLE FOURTEEN**  
**LEAVE FOR ILLNESS OR DISABILITY**

14.1 Absence for sickness is not to be used for any other purpose or reason except that up to five (5) days per school year may be used for illness within the immediate family. "Immediate family" means: spouse, child, parent, grandparents, grandchildren, and parents of a spouse, or any person permanently residing in the household. If any other time is needed it must be dealt with under the other appropriate provisions of the contract.

14.2 Teacher(s) shall be provided a maximum of thirteen (13) days of sick leave per annum, cumulative to a maximum of ninety (90) days. Long term disability insurance benefits will be accorded as specified below. As of the effective days of this agreement, teachers hired prior to the 2002-03 school year, shall be retroactively vested with the sick leave days they would have accrued had such accrual procedure previously been in effect. Any such teacher, following this calculation, who is above the maximum ninety (90) days accrual level, shall retain said days but shall not be eligible to accrue additional days unless and until he/she falls below the 90 day limit. Following 90 consecutive calendar days of sickness or disability, the teachers are eligible to apply to receive benefits under the long-term disability plan. In no event shall the teacher's sick pay and disability payment be more than the teacher's salary for that year in which the disability occurred. In the succeeding year, the teacher will be paid at the disability rate.

In the event a teacher has accumulated sick leave days prior to July 1, 1988, these days may, at the teacher's option, be applied to pay the differential between 66.7% and up to 100% of the teacher's annual contracted salary. In no event shall the combination of the basic sick leave, long-term disability and accumulated sick leave exceed the annual teacher's salary for that year.

For those teachers hired initially (or subsequent to) the 2002-03 school year, said teacher(s) shall be provided a maximum of thirteen (13) days of sick leave per annum, cumulative to a maximum of ninety (90) days. Long-term disability insurance benefits will be accorded as specified above.

14.3 The district shall continue in effect the Medical Life Insurance Company long-term disability insurance policy no MNH012586, or such other long-term disability insurance policy as is chosen by the employer that does not reduce the level of benefits and/or coverages.

14.4 An employee who intends to be absent from work shall notify his/her superior by telephone of his/her inability to report for work at the earliest practicable time. Except in unusual circumstances, employees are required to notify the administration of anticipated absences before 7:00 a.m. In addition, a physician's excuse may be required in cases of absence for more than three (3) consecutive or seven (7) days of absence in a school year. If the employee is not seeing a physician, the board may require the employee to visit a physician chosen by the employee for an excuse. An employee may utilize sick leave to make up the difference between Worker's Compensation benefits and his/her salary amount on a per diem basis.

14.6 Ad-hoc Sick Leave Protection Plan: In the event an employee suffers a catastrophic illness or accident and exhausts all of his/her accrued sick leave prior to commencement of long-term disability benefits, other employees may voluntarily donate up to five days per school year of their accrued sick leave to that employee solely for the purpose of covering the elimination period for same. Any request for such protection should be made to the association president and the building principal.

**ARTICLE FIFTEEN**  
**TEMPORARY LEAVES OF ABSENCE**

15.1 Teachers will be entitled to temporary leaves of absence from school with full pay, each school year as follows:

15.2 Professional Leave

Three (3) days of non-accumulative professional leave, with full pay, may be utilized provided the member has prior approval of the building principal or his/her designee. Denial of such leave shall not be arbitrary or capricious.

15.3 Personal Leave

Employees will be granted up to three (3) days paid leave annually (non-cumulative) for legal, business, household, family and medical matters, which cannot be reasonably accomplished outside school hours. Said leave may not be taken to extend vacation and holiday periods without the approval of the principal.

15.4 Bereavement Leave

Up to three (3) days at any one time in the event of a death of a teacher's spouse, child, sibling, parents, or other person living permanently in the teacher's household. Teachers shall be granted up to two (2) days in the event of a death of any other relative as listed in article 14.1. Teachers shall be granted up to one (1) day in the event of a death outside the teacher's immediate family.

15.5 Additional Days

In the event of extenuating circumstances, additional days will be considered on a special request basis and granted by the superintendent at his/her discretion.

**ARTICLE SIXTEEN  
EXTENDED LEAVES OF ABSENCE**

16.1 Extended Personal Leave

Employees may be entitled to one-year personal leave without pay. The board shall not be arbitrary, capricious or discriminatory in the denial of such leave.

16.2 Family Illness

A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.

16.3 General Provisions Pertaining to Leaves Under Article 16

- A) The superintendent may, at his/her discretion and on the request of the teacher, extend any leave that has been granted to the teacher.
- B) Upon return from any leave, every effort shall be made to assign a teacher to the same position. Upon return from leave, placement on the salary schedule will be at least the same as when the employee took leave.
- C) All benefits to which a teacher was entitled at the time of leave, including accumulative sick leave, shall be restored upon return. The teacher may keep the benefits in force while on leave provided the carrier permits, by paying the cost of the benefits to the school district. This payment should be made thirty (30) days prior to the due date.
- D) Notification to the intent to take such leave shall be made to the superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

#### 16.4 Sabbatical Leave

One year sabbatical leave for further educational study shall be granted to teachers who have ten (10) years of service in the Wakefield School District. Sabbatical leave shall be granted to a maximum of one teacher per year subject to the approval and the reasonable requirements of the board and the superintendent. Any teacher granted such a sabbatical leave shall retain contract privileges and shall continue to be covered under the health, dental and long-term disability plans. The teacher shall be paid at the rate of fifty percent (50%) of the annual salary which he/she would have received during that year. Such teacher shall agree to return for at least one year of service to the district following the sabbatical leave.

In the event a teacher becomes totally disabled while on sabbatical leave, he/she shall not be paid for school district sick leave for the period of such disability, but shall be allowed, at his/her option, to be paid the differential from 60% or up to 100% of the teacher's annual contracted salary by applying the sick days accumulated prior to July 1, 1988 up to the number of such accumulated sick leave days, or the duration of the total disability, whichever is less.

#### 16.5 Child Bearing Leave

A leave of absence, without pay, shall be granted to a teacher for the purpose of child bearing or child adoption. The portion of a leave taken by a teacher due to diagnosed disability resulting from pregnancy, miscarriage, or child birth shall be charged to sick leave and the teacher shall be compensated, therefore, in accordance with Federal Law.

#### 16.6 Child Rearing Leave

Any teacher who becomes an adoptive or natural parent shall be granted a leave of absence not to exceed one year without pay, for the purpose of rearing a child. Such leave will terminate in September of the year following the calendar year in which the leave begins.

#### 16.7 Child Bearing/Rearing General Provisions

Upon returning to service, the employee shall be assigned to the same or mutually agreed upon position as held prior to the beginning of the absence. Upon return from leave, placement on the salary schedule will be at least the same as when the employee took leave. Notification to the intent to take such leave shall be made to the superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

### **ARTICLE SEVENTEEN** **GRIEVANCE PROCEDURE**

17.1 A "grievance" shall mean a complaint by a teacher, group of teachers, or the association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract. "A grievance may not be initiated under section 17.5 more than twenty (20) days after the employee knew or should have known of the act or occurrence upon which the grievance is based."

17.2 An "aggrieved person" is the person or persons making the complaint.

17.3 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.

17.4 Failure at any step of this procedure by the administration or school board to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to constitute acceptance of the last decision rendered by the administration or school board.

## INITIATION AND PROCESSING

### 17.5 Level One - Principal

a) Any grievant may discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally at that level.

b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) days, the grievance shall be set forth in writing to the principal specifying: 1) the nature of the grievance; 2) the provisions of contract policy or practice violated; and 3) the action required. The principal shall communicate a decision in writing to the grievant(s) and to the association within five (5) days of receipt of the written grievance.

### 17.6 Level Two - Superintendent

The grievant, no later than eight (8) days after the verified receipt of the principal's decision, may appeal that decision to the superintendent of schools. The appeal must be made in writing, including the matter submitted to the principal, as specified above, and the dissatisfaction with the decision previously rendered. The superintendent or designee shall meet with the grievant to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) days. The superintendent or designee shall communicate his/her decision in writing to the grievant (s) and the association within ten (10) days after the meeting.

### 17.7 Level Three - School Board

If the superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the school board within ten (10) days after the verified receipt of the answer in Level 2. The grievant shall have the right to appear before the board to present evidence and argument for the board's consideration. The decision of the board shall be made and transmitted in writing to the grievant no later than twenty (20) days from the time of submission of the grievance to the board.

### 17.8. Level Four - Binding Resolution

If the decision of the school board does not resolve the grievance to the satisfaction of the grievant (s) or the association, and a third party review is desired, the association may within twenty (20) days of the time from the board's decision, submit the dispute to binding arbitration pursuant to the voluntary rules of the American Arbitration Association.

17.9 A grievant may be represented at all stages of the grievance procedure by him/herself or by the association, but only the association may appeal a grievance to arbitration.

17.10 When a teacher is not represented by the association in the processing of a grievance, the association shall at the time of submission of the grievance to the principal, or any higher level, be notified by the principal in writing that the grievance is in process. Any resolution of this grievance shall not be inconsistent with the terms of this agreement.

17.11 The board shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.

### 17.12 Costs

The fees and expenses of the arbitrator will be shared by the two parties equally.

### 17.13 Grievances of a General Nature

Grievances of a general nature filed by the association shall be submitted to level two.



**ARTICLE EIGHTEEN**  
**PROFESSIONAL COMPENSATION**

18.1 The basic salaries of teachers covered by this agreement are set forth in Appendix A, and Appendix A1 which are attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement.

18.2 All teachers shall be given full credit on the salary schedule set forth in Appendix A for full years outside teaching experience in any school district based on the years of experience school column on the schedule.

18.3 Salary adjustments for additional credits earned shall be made in the pay period following twenty (20) days notice of the accumulation of additional credits earned and presentation thereof.

18.4 Employees shall be paid bi-weekly. Each employee shall have the option of salary payments prorated on the basis of 21 or 26 pay periods. Employees electing 26 pay periods shall have the choice of receiving the balance of salary in a lump sum on the last day of school in June.

18.5 Longevity

Employees shall have added to their contract each year, the following stipend for years of service to the district. Upon completion of eight (8) years of service to the district, bargaining unit members shall receive one hundred fifty (\$150) dollars for every year of experience of teaching in the district.

18.6 A teacher who completes a year of service shall be moved up one step on the salary schedule. However, upon recommendation of the superintendent and subject to approval by the school board, a teacher may be held at step because of unsatisfactory job performance.

18.7 Performance stipends may be awarded to groups of teachers as incentives for developing innovative programs, improving the professional working environment and improving student learning. The criteria and evaluation for stipends shall be determined by the Performance Stipend Committee (PSC) consisting of two (2) administrators chosen by the superintendent and two (2) teachers appointed by the Association. One-time stipends shall be limited to \$1,000 per teacher. Total performance stipends shall not exceed \$9,000 in district appropriated funds, but may be supplemented by grant funds. Monies under this section shall not be payable until the 2011-12 school year.

**ARTICLE NINETEEN**  
**INSURANCE BENEFITS AND PROVISIONS**

19.1 The board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve-month period commencing September 1 and ending August 31.

19.2 The board shall furnish to each staff member long-term disability insurance in an amount equal to 66.7% of a teacher's salary as computed on the teacher's salary schedule. The district will be responsible for 100% of the long-term disability monthly premium.

19.3 The school district shall contribute the following percentages of the district provided HMO health insurance premiums or the following amounts, whichever is less:

		2010-11	2011-12	2013-13
District Contribution Percentages		86%	85%	85%
Maximum	Single	\$7,787	\$8,176	\$8,585
District	2 Person	\$15,573	\$16,351	\$17,169
Payment	Family	21,022	\$22,073	\$23,177

The insurance provider for 2010-11 shall be SchoolCare. The insurance provider may be changed by mutual agreement of the district and the association.

A member who selects an offered health menu plan option other than the district provided HMO shall pay the difference between the cost of the selected option and the district's share of the the district provided HMO option. A member may use any remaining dollars provided for health care to purchase additional dental health coverage. For any unused allotment the district will allow a \$1,500 buyout in 2010-11, and \$2,000 thereafter. Any teacher who chooses a full health insurance buyout will receive their buyout payment no later than June 1. To receive the full buyout, the employee must show that he/she has medical coverage for him/herself. All partial buyouts for unused insurance funds will be paid no later than the last payday of the school year. Only one buyout will be granter per married couple. The health menu plan options shall be those in effect on June 30, 2007, or such other health menu plan options as the board and the association mutually agrees upon.

19.4 The school district will contribute up to \$500 for 2010-11, \$550 for 2011-12, and \$600 for 2012-13 per employee for the dental insurance plan. There will be no buyout option for dental insurance.

## **ARTICLE TWENTY GENERAL PROVISIONS**

### Savings Clause

20.1 If any provision of this agreement is, or shall at any time be, contrary to law or State Board of Education's Rules and Regulations, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the association.

20.2 In the event that any provision of this agreement is, or shall be, contrary to law or the State Board of Education's Rules and Regulations, all other provisions of the agreement shall continue in effect.

### 20.3 Individual Contract

The individual contract between the board and individual teacher as contained in Appendix B is considered to be part of this agreement.

## **ARTICLE TWENTY-ONE DURATION**

21.1 The provisions of this agreement will be effective as of August 1, 2010 and will remain in full force and effect until July 31, 2013. The parties agree that negotiations will reopen by October 1, 2012 for the purpose of negotiating a successor agreement.

## **ARTICLE TWENTY-TWO RETIREMENT**

Full time retiring teachers covered under this agreement shall be eligible to receive, in addition to regular contracted salary, and upon completion of his/her final year of service, a one-time payment of \$8,000.

Eligibility:

22.1 Reach age 55 by his/her retirement year.

22.2 Notice of intent to retire must be in writing to the superintendent no later than November 1<sup>st</sup> of the last full year of employment. Said notice is final and binding, but may be waived, on a case-by-case basis, by the board.

22.3 Have served a minimum of fifteen (15) full time consecutive years as a teacher in the district. An approved leave shall not constitute a break in consecutive years for purposes of this Article.

22.4 Otherwise comply with the eligibility guidelines and regulations of the New Hampshire Retirement System.

Other Provisions:

1. No more than three (3) retirees per school year may receive this benefit. If more than three (3) eligible teachers apply, the teachers making the earliest written application on or before November 1<sup>st</sup> of the last full year of employment will be given preference, subject to all other provisions of this Article.

Applications will not be received prior to September 1<sup>st</sup> of the last full year of employment.

2. Payment – 125% Rule

a. If the school district will not be assessed for a retiree by the New Hampshire Retirement System (NHRS) under RSA 100-A:16 III-a, the retirement incentive will be paid in one lump sum no more than 60 days after July 1<sup>st</sup> of the retirement year.

b. If the school district will be assessed for a retiree by NHRS under RSA 100-A:16 III-a, the retirement incentive will be divided into two separate payments. The first such payment shall be due and payable to the retiree no more than 60 days after July 1<sup>st</sup> of the retirement year and shall equal the maximum portion of the retirement incentive that will not result in the school district being assessed by NHRS under RSA 100-A:16 III-a. The second lump sum payment shall be due and payable between 121 and 150 days after the employee's retirement so as to prevent the school district from being assessed by NHRS under RSA 100-A:16 III-a.

WAKEFIELD SCHOOL BOARD

Gazet Lagron  
Jul Well  
J. Olympie  
Bonnie J

April 7, 2010  
DATE

WAKEFIELD EDUCATION ASSOCIATION

Kathleen J. Nickerson  
Carolyn MacPherson

April 2, 2010  
DATE

*(Handwritten initials and signatures)*

**SALARY SCHEDULE OF THE WAKEFIELD SCHOOL DISTRICT  
2010-11 SCHOOL YEARS  
APPENDIX A**

STEP	BA	BA+15	BA+30	MA	MA+18	MA+30
1	31625	32878	34180	35764	37175	38625
2	32623	33953	35325	37008	38419	39918
3	33652	35060	36507	38294	39706	41254
4	34713	36206	37727	39625	41034	42634
5	35808	37390	38989	41002	42408	44062
6	36937	38612	40293	42427	43827	45537
7	38103	39874	41640	43903	45295	47061
8	39304	41177	43033	45428	46811	48637
9	40543	42522	44472	47008	48377	50264
10	41822	43912	45958	48643	49997	51947
11	43142	45347	47496	50332	51670	53686
12	44504	46828	49083	52081	53401	55483
13	46366	48843	51234	54430	55741	57915

Longevity - \$150.00 after 8 years of service for each year of completed service to The Wakefield School District

**SALARY SCHEDULE OF THE WAKEFIELD SCHOOL DISTRICT  
2011-12 SCHOOL YEAR**

STEP	BA	BA+15	BA+30	MA	MA+18	MA+30
1	31625	32878	34180	35764	37175	38625
2	32623	33953	35325	37008	38419	39918
3	33652	35060	36507	38294	39706	41254
4	34713	36206	37727	39625	41034	42634
5	35808	37390	38989	41002	42408	44062
6	36937	38612	40293	42427	43827	45537
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8	39304	41177	43033	45428	46811	48637
9	40543	42522	44472	47008	48377	50264
10	41822	43912	45958	48643	49997	51947
11	43142	45347	47496	50332	51670	53686
12	44504	46828	49083	52081	53401	55483
13	47525	50064	52515	55791	57134	59363

Longevity - \$150.00 after 8 years of service for each year of completed service to the Wakefield School District

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**SALARY SCHEDULE OF THE WAKEFIELD SCHOOL DISTRICT  
2012-13 SCHOOL YEAR**

STEP	BA	BA+15	BA+30	MA	MA+18	MA+30
1	31625	32878	34180	35764	37175	38625
2	32623	33953	35325	37008	38419	39918
3	33652	35060	36507	38294	39706	41254
4	34713	36206	37727	39625	41034	42634
5	35808	37390	38989	41002	42408	44062
6	36937	38612	40293	42427	43827	45537
7	38103	39874	41640	43903	45295	47061
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10	41822	43912	45958	48643	49997	51947
11	43142	45347	47496	50332	51670	53686
12	44504	46828	49083	52081	53401	55483
13	48714	51315	53828	57186	58563	60847

Longevity - \$150.00 after 8 years of service for each year of completed service to the Wakefield School District

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**CO-CURRICULAR STIPENDS  
2010-13 SCHOOL YEAR**

**APPENDIX B**

	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
After School Program Coordinator	4500	4500	4500
Mentor for Peer	500	500	500
Staff Development Representative (2 Positions)	478	480	480
Destination Imagination	743	750	750
Peer Mediation Advisor	475	475	475
SCAMP Advisor	266	900	900
Newspaper	372	375	375
Math Club	478	500	500
Science Club	478	500	500
Student Council Advisor	372	375	375
Winter Program Coordinator	265	275	275
Yearbook	372	375	375
Substitute Coordinator	900	900	900
Volunteer Coordinator	450	450	450

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## 2010-11 MEDICAL INSURANCE MAKE-WHOLE STIPEND

### APPENDIX C

In 2010-11 only, the employer will pay a stipend to employees on the top step whose insurance payment increase exceeds the amount of their pay raise. The stipend shall equal the net loss calculated, based upon the plan used by the employee in school year 2009-10.

Example 1: If, in 2009-10, an employee contributed \$2,550 to pay his/her share of the insurance premium and in 2010-11, the employee's contribution increased to \$3,100, the insurance payment increase would be equal  $\$3,100 - \$2,550 = \$550$ . If the employee's 2010-11 pay increase were  $\$480 = \$70.00$ .

Example 2: If in 2009-10, an employee enrolled in the single insurance and contributed \$945 to pay his/her share of the insurance premium, and in 2010-11 he/she enrolled in the family plan and here contribution were \$3,100, the insurance payment increase would be determined using the single insurance contributions for 2009-10 and 2010-2011. If the 2010-11 single insurance contribution were \$1,150, the insurance payment increase would equal  $\$1,150 - \$945 = \$205$ . If the employee's 2010-11 pay increase were \$455, the employee would not receive a stipend.

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