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Agreement Between

Waterville Valley Education Association

and

Waterville Valley School District

July 1, 2011 - June 30, 2012

Table of Contents

Preamble	3
Article One **Recognition**	4
Article Two **Negotiations Procedure**	4
Article Three **Association Rights**	5
Article Four **Teacher Rights**	6
Article Five **Professional Qualifications/Assignments**	6
Article Six **Substitute** *Teachers*	6
Article Seven **Vacancies, Transfers, Reassignments**	7
Article Eight **Fair Treatment**	7
Article Nine **Professional Improvement**	10
Article Ten **Teaching Conditions**	11
Article Eleven **School Calendar**	11
Article Twelve **Leaves of Absence**	12
Article Thirteen **Professional Compensation**	14
Article Fourteen **Insurance Benefits and Provisions**	15
Article Fifteen **General Provisions**	16
Article Sixteen **Grievance Procedure**	17
Article Seventeen **Duration**	19
Signature Page	19
Appendix A **Salary Schedule**	20

PREAMBLE

This Agreement is made and entered into on _____ by and between the Waterville Valley School Board (hereinafter called the "Board") and the Waterville Valley Education Association (hereinafter called the "Association").

The Board and the Association recognize and declare that providing a quality education for the children of Waterville Valley is their mutual aim and that the character of such education depends upon cooperation among the Board, the Superintendent, the Administration and the Teachers. The Board, the Superintendent, the Administration and the Teachers can best attain their common objectives if each utilizes the ability, experience and judgment of the others in formulating policies and making decisions that involve matters of mutual concern that affect quality of Waterville Valley educational programs. This statement in no way restricts the Waterville Valley School Board's right and authority to establish policy, provided such policies do not conflict with this negotiated agreement.

The Board has the authority to bargain in good faith with the Association as the representative of the employees of the District included in the unit as set forth in Article 1, the Recognition Clause.

The parties have reached certain understandings which they desire to confirm in this Agreement.

It is hereby agreed as follows:

ARTICLE ONE

RECOGNITION

1.1 The Board recognizes the Waterville Valley Education Association/NEA-New Hampshire, for purposes of collective negotiations according to RSA 273-A as the exclusive representative of all teachers of the Waterville Valley School District, as certified by the New Hampshire Public Employee Labor Relations Board.

1.2 Definitions

The following list of terms will be used frequently in this Agreement and when they are used they will refer to the definitions described below unless otherwise stipulated:

1. The term "school" means any work location.
2. The term "teacher" or the term "employee" means a person included in the bargaining unit.
3. The term "Board" means the School Board or any of its agents.
4. The term "Association" refers to the Waterville Valley Education Association.
5. The term "Days" means School Days except during summer vacation when days shall be Monday-Friday, excluding holidays.

1.3 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
NEGOTIATIONS PROCEDURE

2.1 All collective bargaining shall be conducted at the level of the School Board.

2.2 The Board will furnish to the Association upon request all such information as is needed to make reasonable proposals.

2.3 The parties agree to negotiate in accordance with RSA 273-A.

2.4 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 within fourteen (14) days of the signing. The Board shall be responsible, within thirty (30) days of the signing, for publication and distribution of the Agreement without cost to the Association.

2.5 The Board shall make reasonable effort to obtain ratification of the Agreement cost items from the district and shall use the funds approved by the District to uphold the Agreement.

ARTICLE THREE
ASSOCIATION RIGHTS

3.1 The Board and the WVEA agree to comply with RSA 273-A when dealing with each other.

3.2 The Association shall have the right to the following:

1. Use school buildings at all reasonable times for meetings.

2. Representative of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times.

3. Use school equipment, normally used by teachers, for Association activities. However, expendable material will be at the expense of the Association.

4. Post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided. The Association may use teacher mailboxes for communication.

5. Be given an opportunity at faculty meetings to present reports and announcements.

6. Whenever possible, the Association will notify the Principal of any Association meetings.

3.3 The Association may request a place on the agenda of a regularly scheduled Board meeting provided the Superintendent's office is informed forty-eight (48) hours prior to the regular meeting.

3.4 A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board, participating in any professional grievance negotiation including arbitration, or appearing before a state agency on behalf of the Association, shall be released from regular duties without loss of salary or benefits.

ARTICLE FOUR

TEACHER RIGHTS

4.1 No teacher shall be required to appear before the Board or its agents concerning any matter which would adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increments pertaining thereto, unless he has been given prior written notice of the reason for such a meeting or interview at least twenty four (24) hours in advance and shall be entitled to have a representative of the Association present for advice and representation during such interview.

4.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or disability.

4.3 Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Association or to refrain from such activity, and each employee shall be protected in the exercise of this right.

ARTICLE FIVE

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

5.1 All teachers shall be employed and assigned on the basis of their professional qualifications and shall be certified or licensed in accordance with the certification and/or licensing standards as prescribed by the laws of the State of New Hampshire and the regulations of the Department of Education for the assignment involved.

5.2 No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and/or is not licensed to work in his/her assigned area.

5.3 The employee's assignment including, but not limited to, grade area and/or subject shall be listed on the employee's individual contract at the time it is offered to the employee.

5.4 Any committee assignment in addition to the normal teaching schedule, shall be voluntary. Continuation of the employee's individual contract shall not be contingent on acceptance or rejection of such assignments.

ARTICLE SIX
SUBSTITUTE *TEACHERS*

The Board will maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:00 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. The use of regular teachers as substitute teachers shall be only in emergencies.

ARTICLE SEVEN
VACANCIES, TRANSFERS, AND REASSIGNMENTS

7.1 Notices of Vacancies

A) Notices of vacancies within the District will be posted on the official bulletin board in the school as soon as the administration is aware of the existence of such vacancies.

B) 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.

C) Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Principal no later than February 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference.

D) Teachers already employed in the Waterville Valley School District may be granted an interview.

7.2 It is the hope that there will not be any reassignments or transfers for the following year made after May 1st.

ARTICLE EIGHT
FAIR TREATMENT

8.1 Notification of Deficiencies

The Board, 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 a deficiency could result in termination of employment, copies of any notice to the teacher shall be promptly forwarded to the Association.

8.2 Right to Representation

A teacher shall at all times be entitled to have present a representative of the Association when he/she is being formally interviewed, reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association will make every effort to provide such representation within 24 hours.

8.3 Due Process

No teacher shall be discharged, suspended, disciplined, reprimanded, or reduced in rank or compensation without just cause. No teacher who has attained "non-probationary" status under NH statutes shall be non-renewed without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the WVEA upon request. The parties agree that discipline shall be progressive and corrective.

8.4 Suspension

A) In accordance with RSA 189:31, 32, the Superintendent may suspend a staff member with pay, pending action by the Board. Such school board action shall occur within thirty (30) days of the date of the suspension.

B) The Superintendent shall file written charges with the School Board and shall forward copies of the charges to the suspended staff member and the President of the Association by certified mail.

C) The Board shall schedule a full and fair hearing to act upon the charges. If the Association is dissatisfied with the Board's decision, it may utilize the procedure set forth in Level Four of the grievance procedure contained herein, or may utilize other appropriate legal channels.

8.5 Evaluation

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

B) Teachers employed less than three years shall be observed for the purposes of evaluation at least two times during the school year. Teachers employed more than three years shall be observed for the purpose of evaluation at least once every other year with more observations at the discretion of the Principal. Teachers may request additional observations during the contract year.

C) Observation Reports: A conference will take place within twenty-four 24 hours after the observation. A written report will be given to the teacher within two (2) weeks. A copy signed by the teacher and principal shall be submitted to the Superintendent within two (2) weeks after the conference. The teacher's signature shall indicate only that the report has been read by the teacher and shall not be interpreted to indicate

agreement with the contents thereof. No teacher shall be required to sign a blank or incomplete evaluation form.

D) No report shall be submitted to the Superintendent's office, placed in a teacher's file or otherwise acted upon without a prior conference with the teacher. The conference shall take place as soon after the observation as is mutually possible. The teacher shall receive a written report of the observation within two (2) weeks after the observation. In the event a teacher feels the evaluation was incomplete or unjust, or that a noted deficiency was caused by circumstances beyond the teacher's control, objections may be put in writing to be attached to and become part of the final report. A teacher's signature of the evaluation report does not necessarily denote agreement with the contents thereof.

E) Teachers not being nominated or re-elected shall be notified in writing on or before April 15 (RSA 189:14-a).

F) Since it is understood by all parties that a major reason for observations and evaluation is to offer positive suggestions and help the teacher, the teacher shall be promptly notified in writing of any perceived deficiencies including indications of the expected change(s), a reasonable period of time for the change(s) to take place, and offers of positive assistance. A teacher may forward any copies of the correspondence to the Association.

8.7 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. No complaint about a teacher shall become a part of that teacher's file unless the teacher is notified of the complaint and given the opportunity to respond. Said response and/or the results of the response shall also become part of that teacher's file. Unsubstantiated complaints shall not be placed in an employee's file.

8.8 Review of Personnel Files

A) A teacher shall have the right upon request, with twenty-four (24) hours notice to review the contents of his/her WVES and SAU personnel file and to receive copies at district expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association present during such review. A representative of the Superintendent shall be present during such review.

B) No material shall be placed in a teacher's file unless the teacher has had an opportunity to review the material and be given a copy of such. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher shall also have the

right to submit a written response to such material which shall be attached to all copies.

C) Final evaluation of a teacher upon termination of employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of a teacher after severance, after receipt of a letter of resignation, or the date on which a letter of non-renewal has been written to the teacher.

D) 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.

E) In the event that anyone removes any material from a teacher's file a dated notation stating what has been removed and the reason for such removal shall be placed in the file.

F) 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 NINE
PROFESSIONAL IMPROVEMENT

9.1 The parties support the principle of continuing training of teachers such as participation by teachers in professional organizations, in areas of specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community, state and federal educational projects.

9.2 A) The Board agrees to budget moneys for the purpose of course reimbursement, workshops, conferences and other professional development activities equal to $2,640 for each full time employee. Part time employees shall be entitled to a pro rated portion of $2,640. Mileage, meals, textbooks and lodging and other related expenses shall be reimbursed upon submission of the appropriate forms. Purchase orders can be used, but if the course or workshop is not successfully completed a refund by the teacher to the District will be negotiated.

B) Prior approval of all requests must be obtained from the Superintendent.

C) Twenty percent (20%) of individual staff development money may be used to update personal technology. Further, this twenty percent (20%) may be accrued to fifty percent (50%) over a three consecutive year period for a personal technology purchase.

9.3 For the purpose of advanced degree payments, each ten (10) staff development hours will equal one credit of a maximum of five (5) credits every three (3) years within each teacher's re-certification cycle provided that each formal course shall count only once toward such payments.

ARTICLE TEN
TEACHING CONDITIONS

10.1 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the Principal shall organize the school day to insure that the energy of the teacher is utilized to this end.

10.2 Teachers shall be free to act with professional discretion relative to their time of arrival at school and their time of departure.

10.3 The School Board will continue its current practice of making reasonable efforts to provide all full-day teachers with a planning period of at least forty (40) consecutive minutes per day. Meetings during planning periods shall be with the agreement of the teacher.

10.4 The School Board will continue its current practice of making reasonable efforts to provide all full-day teachers with a duty-free uninterrupted lunch period of twenty (20) continuous minutes or the student lunch hour, whichever is greater.

10.5 Teachers may leave the building during their unscheduled time provided they notify the Principal, the Principal's secretary or another teacher prior to their leaving.

10.6 Individual Contracts

A) All professionals will be employed in the Waterville Valley School District by a standardized written contract between them and the School Board.

B) Contracts will be prepared and offered to the employees by May 1. All contracts must be returned to the Superintendent not later than fifteen (15) days after being offered. The contract or supporting correspondence shall state the date by which the contract must be returned. Return of a signed contract indicates acceptance of the offered position and the conditions appertaining thereto; an unsigned or unreturned contract that the position is refused and the Professional Employee does not intend to return. Extension of the fifteen (15) day period will only be granted under unusual circumstances and only at the discretion of the Superintendent.

10.7 Health and Safety

Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well being.

ARTICLE ELEVEN
SCHOOL CALENDAR

11.1 The teacher's work year shall consist of 180 student days + 5 days.

11.2 The Association will have an opportunity to provide input and make suggestions to the School Board regarding the school calendar. The School Board will adopt a final calendar which shall be appended to this Agreement.

11.3 The school day shall run from 8:00AM to 2:45PM.

ARTICLE TWELVE
LEAVES OF ABSENCE

12.1 Illness or Disability

For absences caused by personal or immediate family illness or physical disability each teacher, upon initial employment, shall be granted fifteen (15) days of paid leave per year. Unused days shall accumulate from year to year to a maximum of 120. The term "immediate family" shall be construed to mean children, siblings, parents, grandparents, grandchildren, spouse, and same relations of the spouse. Teachers shall be given a written accounting of their accumulated sick leave at the beginning of each school year. Part time employees shall receive a prorated benefit.

12.2 Any fulltime employee terminating their employment at Waterville Valley School District shall be eligible to receive twenty five (25) percent of the value of their accrued sick leave in the form of a payment at their last year's per diem.

12.3 Sick Leave Bank

The Board agrees to establish a sick leave bank to cover teachers in the event of a long-term illness. The sick leave bank shall be administered by a committee composed of three members of the Association appointed by the President hereinafter called the Administrative Committee.

12.3-1 Each teacher wishing to be covered agrees to donate one day from the fifteen (15) allowed to accrue in a one-year (1) period to be deposited in said bank, **such day to be deducted from the teacher's annual sick leave.**

Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period. Sick days in the bank shall accrue from year to year to a maximum of sixty (60) days.

A member shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided he/she has exhausted all of his/her accrued sick leave. Approvals for such requests shall be made at the discretion of the Administrative Committee.

12.4 Full time teachers shall be entitled to the following temporary non - accumulative leaves of absence with full pay each school year; part time teachers shall receive a pro rated benefit.

A) Personal Days

Three (3) days leave of absence for personal matters which require absence during school hours. Notification to the teacher's principal for personal leave shall be made at least two days before taking such leave (except in the case of emergencies) and the notification for such leave shall not require the reason for taking such leave other than that the employee is taking it under this section.

B) Professional Days

A minimum of three (3) days for the purpose of visiting other classrooms, schools, attending meetings, conferences, or other educational events shall be granted at the discretion of the Principal and/or Superintendent. Additional days may be granted at the discretion of the Principal and/or Superintendent. Approval to attend the event must occur five (5) school days after the application is received by the Superintendent's office.

C) Bereavement

Up to three (3) days at any one time in the event of death of a teacher's children, siblings, parents, grandparents, grandchildren, spouse, and same relations of the spouse. Additional days may be granted by application to the principal or the Superintendent.

D) Jury Duty or Witness Service

A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duties for the actual time involved in said service. The teacher shall continue to receive his/her salary and reimburse the jury pay to the District.

12.5 If any individual is requested by the Superintendent of Schools to attend a function on behalf of the Board, such time shall not be charged to an individual's personal time.

12.6 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.

12.7 Sabbatical Leave

Teachers who have been employed for seven (7) consecutive years by the District may request a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, travel which will improve the teacher's ability to teach.

12.7-1 Request for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than November 1st, and action must be taken on all such requests no later than May 1st of the school year preceding the school year for which the sabbatical leave is requested. All decisions relative to sabbaticals are at the discretion of the School Board.

12.7-2 During said sabbatical leave, the teacher shall be considered to be in the employ of the Board, shall have a contract and shall be paid one-half his/her full salary and all related benefits.

12.7-3 Teachers may request a sabbatical leave for 1/2 a school year and be granted their regular salary and benefits while on leave.

12.8-1 Child Rearing Leave

Any teacher who becomes an adoptive or natural parent shall be granted leave of absence not to exceed two (2) years without pay for the purpose of rearing the child.

12.8-2 Childbearing Leave. A teacher who is pregnant shall be entitled to the extent of accumulated sick leave, upon request. Up to eight weeks of the accumulated sick leave may be used without certification of disability by the attending physician. Use of accumulated sick leave beyond eight (8) weeks shall be granted upon a physician's documented diagnosis of disability resulting from pregnancy, miscarriage, or child birth. Such leave will begin at any time between the commencement of her pregnancy and one (1) school year after the child is born. The teacher shall notify the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

12.9 Other

Leaves of absence for other purposes may be granted at the discretion of the school board.

12.10 General Provisions

A) The School Board may at its discretion and on the request of the teacher, extend any leave that has been granted to a teacher.

B) Upon return from any leave, a teacher shall be assigned to the same or similar position.

C) All benefits to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return. The teacher may keep the benefits in force while on leave by paying the cost of the benefits to the School District. This payment should be thirty (30) days prior to the due date.

ARTICLE THIRTEEN
PROFESSIONAL COMPENSATION

13.1 The basic salaries of teachers covered by this agreement are set forth in Appendix A which is attached to and incorporated in this agreement.

13.2 Placement on the salary schedule shall be in accordance with teacher's years of experience, highest degree and number of credits earned beyond said degree. No incoming teacher will be placed on the scale higher than that of a teacher presently in the system with equivalent training and experience.

13.3 When the accumulated number of semester hours beyond a salary step reaches the next track on the salary schedule, the teacher shall be placed on the track which reflects the accumulation of approved credits upon presenting evidence of same. Any condition which changed the placement of an individual teacher during the school year will become effective in the ensuing contract. For budget purposes, the Superintendent of Schools must be notified in writing before December 1st of the anticipated placement of individual teachers.

13.4 For teaching in excess of the regular school calendar, teachers shall be paid their pro rata daily rate as approved by the Board.

13.5 Employees shall have added to their yearly contract the following stipends for each block of four (4) years of service to the district. Part-time teachers shall receive a pro-rated stipend added to their contracts.

After	4 years	400
	8 years	800
	12 years	1,200
	16 years	1,600

Employees hired after June 30, 2008 are not eligible for this benefit.

13.6 <u>Payroll Deductions</u>

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing according to the procedures outlined in the NEA-New Hampshire Constitution and By-Laws. Pursuant to such authorization, the Employer shall deduct equal amounts for 18 pay periods beginning the first pay period in October. The amounts deducted shall be promptly remitted to the Waterville Valley Teacher's 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.

13.7 Tax Deferred Health Premiums:
Subscriber contribution of health premium can be pre tax dollars. In addition to pretax deductions authorized by section 125 of the Federal Income Tax

Guideline described elsewhere in this agreement, the Board will provide pretax deduction for:

a. Childcare
b. Medical expenses not covered by insurance
c. Dental not covered by insurance
d. Eye-care not covered bv insurance

13.8 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, NEA-PAC/NHEPAC contributions or any other plans or programs jointly approved by the Association and the Employer. Such authorization shall continue in effect from year to year unless revoked in writing.

13.9 Upon appropriate written authorization from the bargaining unit member, the Employer shall deposit said member's pay directly into the bank account specified by the employee.

ARTICLE FOURTEEN
INSURANCE BENEFITS AND PROVISIONS

14.1 The Board shall make payments of insurance premiums for each employee to assure insurance coverage for the full twelve-month (12) period. For newly hired employees coverage will take effect September 1st. For employees leaving the District coverage will terminate on August 31st.

14.2 In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the insurance benefits contained in this Article 15 (including: health insurance, dental insurance, and life insurance) shall continue throughout the balance of the contract year.

14.3 The Board shall provide health insurance for teachers up to and including family coverage in a Board approved health insurance program equal to the benefits **contained in the Local Government Centers Health Insurance Trust BC/BS Plan** Comp 100. The Board shall pay ninety (90%) percent of the premium, the employee shall pay ten (10) percent of the premium.

14.4 The Board shall provide without cost to the employee a single or two person subscription plan to the existing Delta plan of coverage's A 100%, Coverage B **100%, Coverage C 50%, with no deductible and a $1,000.00 maximum.** Employees shall be allowed to purchase family coverage by paying the difference between a two person and family premium.

14.5 The Board shall provide, without cost to the employee, a Board approved group term life insurance policy equal to the next $1,000 above the employee's salary up to $50,000.00.

ARTICLE FIFTEEN
GENERAL PROVISIONS

15.1 If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal; the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

15.2 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 the Agreement. Unless otherwise provided in the 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.

15.3 This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

15.4 Any individual contract between the Board and individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.

15.5 This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE SIXTEEN
GRIEVANCE PROCEDURE

16.1 Definitions

A) A "Grievance" shall mean a complaint by a teacher, group of teachers, or the Association at the request of a member that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract.

B) A "Grievant" is the person or persons making the complaint including the Association at the request of a member.
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.

D) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step, except after Level Two.

16.2 Initiation and Processing

Level One - Principal

a) Any grievant may discuss the grievance with the principal 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 ten (10) days of the meeting with the principal, the grievance shall be set forth in writing to the principal specifying: 1) the nature of the grievance; 2) the provisions of contract violated; and 3) the action required. The principal shall communicate a decision in writing to the grievant(s) and to the Association within ten (10) days of receipt of the written grievance.

Level Two - Superintendent

The grievant, no later than ten (10) days after 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 decisions previously rendered. The Superintendent 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 shall communicate his decision in writing to the grievant(s) and the Association within ten (10) days after the meeting.

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 of 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. Such a hearing will be scheduled within twenty (20) days of receipt of the grievance. The decision of the Board shall be made and transmitted in writing to the grievant no later than ten (10) days from the grievance hearing before the Board.

Level Four - Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant(s), and a third-party review is desired, the grievant shall so notify the Association within ten (10) days of receipt of the School Board's decision. If the Association determines that the matter should be arbitrated, it shall in writing, so advise the School Board within ten (10) days of the receipt of the grievant's request. The parties will then initiate a request for arbitration according to the rules of the American Arbitration Association which are hereby incorporated in this Agreement. The decision of the arbitrator shall be advisory.

No grievance resulting from the failure of a teacher to be renewed pursuant to NHRSA 189:14a shall be subject to arbitration.

16.3 Rights of Teachers to Representation

A) An aggrieved person may be represented at all stages of the grievance procedure by him/herself or by the Association.

B) Once a grievance is committed to writing the Association shall have the right to be present at all meetings and to present its position. Meetings shall be scheduled with the Association and grievant. Decisions shall be sent to the Association and grievant.

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

16.4 Costs

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

16.5 Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.

16.6 Initiation Levels

Grievances may be submitted to level of the action leading to the grievance.

ARTICLE SEVENTEEN
DURATION

The provisions of this Agreement will be effective as of *July 1, 2011* except as otherwise provided herein, and will continue and remain in full force and effect until *June 30, 2012.*

This agreement between the Waterville Valley School Board and the Waterville Valley Teachers Association is signed this _____ day of _____, *2011.*

Waterville Valley School Board

Waterville Valley Teachers Association

APPENDIX A
SALARY SCHEDULE
2011 – 2012

	B	B+15	B+30	B+45/M	M+30
1	33,596	35,076	36,618	38,230	39,913
2	34,942	36,478	38,084	39,759	41,511
3	36,338	37,937	39,608	41,350	43,168
4	37,793	39,454	41,190	43,003	44,895
5	39,304	41,033	42,838	44,725	46,691
6	40,876	42,676	44,552	46,514	48,558
7	42,511	44,380	46,334	48,372	50,501
8	44,211	46,157	48,187	50,307	52,522
9	45,980	48,003	50,115	52,320	54,623
10	47,818	49,923	52,121	54,413	56,808
11	49,731	51,919	54,204	56,589	59,080
12	51,721	53,997	56,374	58,852	61,442
13	53,791	56,157	58,627	61,206	63,900
14	55,942	58,404	60,971	63,656	66,456
15	58,180	60,740	63,410	66,202	69,114

For the 2011-2012 School Year

One step on the present salary scale for those teachers eligible. A two (2) percent increase on the existing salary of those teachers who are at the top of the schedule.