



# AGREEMENT

Between the

WEARE SCHOOL BOARD

and the

WEARE EDUCATION ASSOCIATION

*JULY 1, 2006 THROUGH JUNE 30, 2009*

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**ARTICLE I**  
**RECOGNITION**

- A. The Board recognizes the Association (W.E.A./NEA-NH) as representing Professional Staff certified by the Public Employees Labor Relations Board (PELRB) as belonging to the bargaining unit and employed by the District.
  
- B. The term "Professional Staff" includes but is not limited to all staff employed under an individual contract, such as teachers, certified speech therapists, certified librarians, RN nurses, and guidance counselors and does not include administration staff.
  
- C. Professional Staff under this contract are those staff members furnishing professional services and/or direct instruction to students and are certified to do so.

**ARTICLE II****DURATION OF AGREEMENT**

- A. This Agreement goes into effect July 1, 2006 and will expire June 30, 2009.
- B. Individual Professional Staff contracts shall continue to be issued by the Board on an annual basis. Notification of non-renewal will be made in accordance with applicable NH laws including but not limited to NH RSA 189:14-a. A copy of this law will be available in both buildings.
- C. Any part of this Agreement, which is found to be contrary to law, shall not be binding on either party.
- D. Any section of the Agreement found to be unlawful shall not invalidate any other parts of the Agreement.

**ARTICLE III****NEGOTIATIONS PROCEDURE**

- A. Negotiations shall begin no later than May 15 of the next to last year of the current agreement. It is the responsibility of the Association to notify the Board of their desire to begin negotiations. Ground rules for negotiations shall be set by the two parties at the first negotiations meeting.
  
- B. Both parties agree to freely exchange ideas, proposals and counter proposals and negotiate in good faith.

## ARTICLE IV

### SCHOOL YEAR / SCHOOL DAY / DUTIES

#### A. SCHOOL YEAR

##### School year 190 days

Professional Staff will work one hundred and ninety (190) days to be allocated as follows: 180 teaching/instructional days plus,

1 day designated a professional day to attend the NEA-NH State Professional Staffs' Convention;

1 day for parent/professional staff conferences;

1 day before school begins for administrative use, (ex: SAU Meeting day);

2 days before school begins for classroom preparation, not to be used for administrative use. (1 day will be scheduled the day before the SAU Meeting Day, and 1 day will not be scheduled);

1 day for Common Workshop day;

1 day for administrative purposes, as designated by the administration. (formally budget workshop day);

1 day will be at the discretion of the administration, during the student school year;

1 day for evening activities (ex: Open House.);

1 day: the day after the students' last day of school for classroom wrap up activities (time is not designated by Administration).

Alternative scheduling based on NH Code of Administrative Rules Section Ed 306.18 may be investigated during the term of this agreement. A new option will not be adopted by the Board during the duration of this contract unless it has the support of a majority of the Weare Education Association members as voted on at a regular monthly membership meeting.

At least one business day, not December 24<sup>th</sup>, before the holiday break will be included in the annual calendar as a non-work day unless December 25<sup>th</sup> falls on a Tuesday.

#### B. SCHOOL DAY

The workday shall be no longer than 7.5 hours including lunch and prep time. All Professional Staff shall receive a duty free, uninterrupted lunch period of 25 continuous minutes or the student lunch period, whichever is greater. All Professional Staff shall have a duty-free prep period during the school day during which no meetings will be scheduled. Daily prep periods will occur when students are in Unifies Arts or "specials" classes.

#### C. NON-TEACHING DUTIES

Morning duty, recess duty, and any other non-teaching duties which are necessary for maintaining a well-run school and assuring the safety of the students will be considered part of the regular work day for Professional Staff. All non-teaching, supervisory duties will be distributed equally among the Professional Staff of each building by the administration after support staff has been assigned the duties and if additional coverage is necessary.

**D. DUTY FREE LUNCH**

All Professional Staff shall receive a duty-free, uninterrupted lunch period of twenty (25) continuous minutes or the student lunch period, whichever is greater.

**E. BUS DUTY**

Professional Staff shall not be required to perform bus duty except that one (1) Professional Staff per building shall be assigned to be at his or her work station or assigned work station from the time of arrival of the first bus to the start of school and from the end of school to the departure of the last bus. The Professional Staff shall be responsible in the event of a need for assistance by a person covering bus duty or elsewhere within the school.

**F. EMERGENCY**

In the event of extreme emergency, the parties agree to cooperate to protect the welfare of the students and/or the educational program.

## ARTICLE V

### LEAVES OF ABSENCE

#### A. SICK LEAVE

Professional Staff will have fifteen (15) days sick leave per year, five (5) of which may be used for sickness of immediate family members, cumulative to one hundred and twenty-five (125) days. Professional Staff sick days will be earned at the rate of one and one-half (1 1/2) per month. For the months of September through June, Professional Staff may have immediate access to the fifteen (15) days, but if terminated before they have accumulated fifteen (15) days, days not accumulated but taken will be deducted from their final pay. Any Professional Staff who does not use sick leave for a complete school year shall receive a \$200.00 bonus payable at the end of the school year. Donation to the sick bank will not exclude a Professional Staff from this bonus. A sick day cannot be changed to a personal day after the fact.

#### B. SICK LEAVE BANK

The Board agrees to establish a sick leave bank to cover Professional Staff in the event of a long term illness. The sick leave bank shall be administered by a committee composed of the members of the Association appointed by the President hereinafter called the Administrative Committee. The Administrative Committee will notify the Administration of days withdrawn from the Sick Leave Bank and to whom the days are granted. The Administrative Committee will notify the SAU Business Administrator of the Professional Staff who both add days to the Bank and those who withdraw days.

Each Professional Staff may donate one day from the days allowed to accrue in a one-year period to be deposited in said bank, such day to be deducted from the Professional Staff's annual sick leave. A Professional Staff choosing not to donate to the sick bank cannot apply for this benefit.

Professional Staff may enroll as soon as they have a sick leave day to contribute. Each succeeding school year the month of October shall be a new enrollment period. Sick days in the bank shall accrue from year to year to a maximum of one hundred and twenty-five (125) days after which additional donations shall not be required until the bank drops below fifty (50) days. A Professional Staff shall become eligible to request extended benefits from the Sick Leave Bank after a long term illness provided he/she has exhausted all his/her accrued sick leave. Approvals for such requests shall be made at the discretion of the Administrative Committee. Professional Staff who are receiving benefits from the LTD policy set forth in Article IX, C, shall not be eligible to receive benefits from the Sick Leave Bank. Professional Staff may be granted no more than the number of days needed to qualify for LTD from the sick leave bank. Decisions by the Administrative Committee are final and not subject to the grievance procedure.

### C. PERSONAL LEAVE

Professional Staff shall be granted up to a maximum of three (3) days per contract year for personal business. Personal business is defined as:

1. Circumstances beyond the control of the person;
2. Personal affairs which cannot be accomplished at any other time;
3. Duties as an official of a government agency;
4. Religious observances.

Notice of intent to use personal leave will be made in writing to the Principal. Each notice shall specify the reason under this section that the leave is being taken. Except in emergencies, forty-eight (48) hours' notice is required. Personal days shall not be used specifically to extend a holiday or a vacation.

### D. BEREAVEMENT LEAVE

Each Professional Staff will be entitled to four (4) days leave at full salary in the event of the death of an employee's loved one. This would include but not limited to spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent or other individual fulfilling a similar role. The administration may at its discretion grant additional days.

### E. FAMILY AND MEDICAL LEAVE

Eligible Employees will be entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3, and any subsequent amendments. A full copy of FMLA will be available in each building.

### F. CHILD-REARING LEAVE

In addition to the period of time which a Professional Staff is disabled as the result of the birth of a child, or upon the adoption of a child under the age of one (1), upon written request to the Administration given at least sixty (60) days prior to the anticipated birth date, beyond the period of childrearing leave outlined in the FMLA policy, a Professional Staff shall be granted child-rearing (sometimes called maternity) leave without pay. A Professional Staff on leave shall return at the beginning of the school year, provided further that the total leave shall not exceed the balance of the school year in which the leave was taken and the next school year. A Professional Staff may return to work earlier than the start of the school year at the discretion of the School Board.

During the time that a Professional Staff is on unpaid childrearing leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the employee. In the event the period of leave shall be less than one (1) semiannual semester, a professional staff member shall be entitled to credit for one (1) year of experience

on the teaching salary schedule. If the period of leave shall be in excess of one (1) semiannual semester, then the Professional Staff shall not get credit for one (1) year of teaching experience on the salary schedule.

#### G. PROFESSIONAL LEAVE

Professional Staff may be granted two (2) professional days per year upon approval of the principal, based on a review for activity content and overall staff development goals. There will also be an additional twenty-five (25) professional days in the bank for use by the Professional Staff. Except in unusual circumstances, no Professional Staff will be permitted to utilize more than three (3) days from the bank in any one year. In no event, however, will a Professional Staff be permitted to use more than five (5) days per year from the bank. Use of days from said bank requires the prior approval of the principal.

#### H. MILITARY LEAVE

Military leave without pay or any other benefits shall be granted to any Professional Staff as mandated by state or federal law. A member required by official orders to attend National Guard, or other military reserve duty, during the school year, shall receive pay for such period (not to exceed two (2) weeks equal to his/her regular gross pay, less the amount he/she received from the military for said required temporary service. The Professional Staff shall make reasonable provisions, but no higher than the local unit commander, to request training that does not conflict with the work year. Any other military leave (voluntary or involuntary) will be done without pay.

#### I. CIVIL LEAVE

Upon presentation of a court subpoena or notice of jury duty, a Professional Staff shall be allowed leave for witness or jury duty as the case may be. The Professional Staff will receive pay from the School District which shall equal the difference between the pay for jury duty or witness fee and the Professional Staff's School District pay for the period of said leave.

#### J. SABBATICAL LEAVE

Any Professional Staff may apply for a leave of absence for the purpose of educational improvement, providing such Professional Staff has been under contract in the School District for a period of not less than seven (7) years and such application is filed with the Superintendent no later than December 1 of the year preceding the start of the leave.

Such leave may be granted to not more than one (1) Professional Staff in any one (1) year providing their proposals are educationally sound. Selection shall be made by the Board upon recommendation of the Superintendent. The Professional Staff shall have the option to present his or her proposal to the Board. The Professional Staff shall receive remuneration of ten thousand (\$10,000.00) dollars.

If permission for a leave is granted, the recipient shall sign an agreement that he/she will return to the School District for a period of not less than one (1) year. The Board may waive this provision providing the recipient agrees in writing that should he or she leave the employ of the School District for any reason except death or serious illness during the one (1) year immediately following completion of his or her sabbatical leave, he or she will reimburse the District any monies paid during the leave. Any Professional Staff who chooses may participate in the employer's benefit plan at his or her own expense.

#### K. NOTICE OF INTENT TO RETURN FROM LEAVE

For any Professional Staff who is on long term leave from the District, (FMLA, Childrearing, Sabbatical or other,) he/she shall give written notice by April 1<sup>st</sup> of his/her intention to return to work the next school year. Failure to give such notice by April 1<sup>st</sup> shall be deemed to be a statement that the Professional Staff does not intend to return from leave, and the School District may consider the position to be vacant.

## ARTICLE VI

### COMPENSATION

- A. All Professional Staff will be placed on the step as specified in the attached salary schedule (Appendix A.) corresponding to their experience. Professional Staff shall be advanced one step on the pay scale for each year taught. In the event that an increment is to be denied, such denial will be based on the evaluation process. Increments will be denied only for just cause.
- B. Increments for preparation beyond the Bachelor's Degree will be granted in accordance with the accompanying schedule. Evidence of the preparation for adjustment in the salary must be submitted to the office of the Superintendent of Schools on or before Sept 1<sup>st</sup> for the fall semester, and on or before January 20<sup>th</sup> for the spring semester. Professional Staff who are off Step but who move up an educational track shall have added to their salary the incremental difference between tracks for the last step of that year's matrix.
- B. Placement on the salary scale set forth in Appendix A may be adjusted by the Superintendent to support the employment by the District of qualified candidates. This can be done a maximum of 4 times per year as follows:
- For candidates recommended to fill professional positions of "critical shortages", as defined by the State, placement may be advanced up to three (3) steps beyond applicable teaching experience, to recognize job or life experience. Candidates will be expected to be certified within two years.
- D. Each Professional Staff shall have the option of salary payments prorated on the basis of 21 or 26 pay periods. Professional Staff 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. If Professional Staff elect the 26 pay periods, they also have an option to receive a partial amount of the lump sum as the "Christmas Check" option, paid before Thanksgiving. The Employees shall be paid bi-weekly beginning the first Thursday of the first week worked.
- E. Payment for stipend salaries will be based on a percentage of the base (step one Bachelor salary) each year. Activities will be placed in one of the following categories:

Category 1 Seasonal 1.2%

Category 2 Full Year 2.25%

Category 3 Major Projects 3.75%

### Category 4 Professional Staff Coordinator 5%

The Board will budget the total sum of \$50,000 for the 2006/2007 contract year, \$53,000 for the 2007/2008 contract year and \$56,000 for the 2008/2009 contract year.

The administration and a volunteer committee of members will establish stipend job descriptions and agreements. Compensation for activities will not be reduced unless the activity is eliminated or substantially changed. New or additional positions may be added as monies allow and upon approval of Administration and the volunteer committee of members and School Board.

Successful completion of a stipend job agreement entitles the person responsible for the job to the right of first refusal on the agreement for the next year unless the job is eliminated. Successful completion shall be defined as adequate fulfillment of job description and acceptable observation resulting in a positive annual written evaluation.

F. The Board agrees to deduct from the salaries of its Professional Staff, dues for WEA/NHEA/NEA, as said Employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association.

## ARTICLE VII

### ASSIGNMENTS, TRANSFERS, VACANCIES

- A. The Superintendent or his or her designee shall make all assignments and transfers within the Weare School District.
- B. Said assignments and transfers shall be given in writing to all Professional Staff for the forthcoming school year by the third Monday in April, subject to reassignment where necessary in the best interest of the School District. Such assignments and transfers shall be considered as involuntary and treated accordingly.
- C. Prior to involuntary assignments or transfers of any Professional Staff, the Superintendent or his or her designee, shall consider any volunteer to fill said position.
- D. Any involuntary transfer shall be made only after a meeting between the Professional Staff involved and the Superintendent, at which time the Professional Staff employee shall be notified of the reason for the transfer. In the event that Professional Staff objects to the transfer, the Association will be notified and the Superintendent or his or her designee will meet with the Association representative and the Professional Staff to discuss the transfer.
- E. The term "Transfer" shall include all changes in subjects to be taught, elementary grade level changes, and building assignments.
- F. A Professional Staff shall not be assigned or transferred to a position for which he or she is not certified or certifiable, except temporarily and when such assignment or transfer is deemed to be in the best interests of the educational program of the School District. "Temporary" shall be defined for purposes of this article as not to exceed beyond the current semester.
- G. A vacancy, which exists within the School District, both professional and/or extracurricular, will be posted by the Superintendent for 10 days except in case of emergency and notification will be given to the President of the Association. The vacancy will include the job title, job description and requirements of the position.
- H. A "vacancy" shall be defined for purposes of this article as a position presently unfilled, a position currently filled but which will be open in the future, or a new position.
- I. Professional Staff shall have the right to apply to fill vacancies.

**ARTICLE VIII**  
**COURSE REIMBURSEMENT**

- A. An amount of twenty-eight thousand dollars (\$28,000.00) for the 2006/2007 contract year, thirty-one thousand dollars (\$31,000.00) for the 2007/2008 contract year, thirty-four thousand dollars (\$34,000.00) for the 2008/2009 contract year, will be made available for course reimbursement to Professional Staff who successfully complete (B or better; or "pass" in a pass/fail course) an academic course of study, provided that no Professional Staff will be reimbursed more than the total tuition cost and no course will be reimbursed more than the cost of a four credit graduate course at the University of New Hampshire. This reimbursement also assumes the Professional Staff is not receiving a course reimbursement from any other organization; i.e., G.I. Bill, scholarships, or grants. This course reimbursement will be available to a Professional Staff on Sabbatical leave, under the same conditions as a Professional Staff not on leave.
- B. To be eligible for course reimbursement, a Professional Staff must file in duplicate an Application for Course Reimbursement, through the school principal, which will be forwarded to the Superintendent of School's Office.
- C. The Superintendent will return one (1) copy of the Application for Course Reimbursement, indicating either approval or reason for denial.
- D. After the course has ended, in order to be reimbursed, the Professional Staff will present an official transcript, indicating the completion of the course and the grade earned for the course.
- E. If for any reason the course is not completed (cancellation, withdrawal, etc.), the Professional Staff must notify the Superintendent's office so that the Course Reimbursement Application may be cancelled.
- F. Allocation and Payment of Funds:
1. No person shall be paid more than the actual cost of tuition for the course, and no course shall be reimbursed more than the cost of a four credit graduate course at the University of New Hampshire.
  2. All persons anticipating submitting a request for payment under this section during the contract year (July 1 – June 30) shall notify the Superintendent's Office no later than November 1st of the year on forms supplied by the Superintendent. At which time the Superintendent shall divide the funds available on a pro rata basis using the total cost of requests, and set aside at least the designated amount for each applicant for one (1) course. In the event,

for any reason, there are more applicants than funds available; each applicant will receive an equal share. If monies remain unencumbered after November 1<sup>st</sup> for first courses, it shall be distributed as follows:

First: If funds remain after all applicants who have filed notice as of November 1<sup>st</sup> for one (1) course have been paid or allocated the full cost of tuition, said remaining balance shall be divided on a pro rata basis, based on total dollars of all claims, among those persons who qualify but did not timely file their application by November 1<sup>st</sup> for a first course.

Second: Any funds not used or allocated for first courses as designated above as of June 1<sup>st</sup> shall be paid to participants completing additional courses. Payments are to be made in descending cost of first courses, beginning with second courses then third (3<sup>rd</sup>), etc., until an equal share has been given. If moneys remain after every participant has been reimbursed an equal amount, all other requests will be given an equal share.

#### **G. WORKSHOP REIMBURSEMENT**

The District agrees to budget twenty thousand dollars (\$20,000) for the 2006/2007 school year, twenty-three thousand dollars (\$23,000) for the 2007/2008 school year, and twenty-six thousand dollars (\$26,000) for the 2008/2009 school year for workshop reimbursement. Professional Staff will use this money for individual staff development activities. No Professional Staff employee will be granted more than \$250.00 until all requests have been processed. Money should be encumbered by May 1<sup>st</sup> of the contract year. Payment shall be forthcoming with evidence of attendance and payment. If any funds remain after May 1<sup>st</sup>, Professional Staff may apply for additional workshop expenses. All excess money will be equally distributed at the end of the school year. Evidence of workshop expenses is due in the SAU no later than June 1<sup>st</sup> of the contract year.

**ARTICLE IX****BENEFITS****A. MEDICAL INSURANCE**

1. The Board shall provide a health benefit plan for Professional Staff of the bargaining unit. The schedule of benefits will be substantially comparable to the medical and hospital benefits presently offered by Healthtrust's Blue Choice 3 Tier, Matthew Thornton Blue and Managed Care/Comp 100 Plan, provided, however, that in no event shall the District's obligation exceed 95% of a single plan, 90% of a two person plan or family plan, and 85% of a family plan for Blue Choice, whichever is lower.
  
2. Professional Staff who show proof of otherwise being covered by a comparable health insurance plan will be eligible for compensation in lieu of the District's health plan. Full time Professional staff will be compensated:
  - \$2750 in 2006-2007, \$2850 in 2007-2008, and \$3000 in 2008-2009 for a single plan.
  - \$4750 in 2006-2007, \$4850 in 2007-2008, and \$5000 in 2008-2009 for a two person plan or family plan.

This is in return for their written waiver of the benefit. Payments shall be prorated and paid over the pay periods.

3. To be eligible for this compensation Professional Staff must meet the following criteria:
  - 1.) Have and show proof of their coverage in a comparable plan;
  - 2.) Initially attend an informational seminar to explain the effect of this waiver;
  - 3.) Sign a "waiver of insurance" form discontinuing health insurance coverage with the District.

Professional Staff who waive their entitlement to District health insurance and then have an activating event that requires them to access the District's plan shall reimburse the District on a pro rata basis.

**B. LIFE INSURANCE**

A fifty thousand dollar (\$50,000.00) group life insurance policy or an amount equal to one (1) year's salary, whichever is greater

**C. DISABILITY INSURANCE**

A long-term disability policy providing sixty-six (66) percent of salary not to exceed four thousand dollars (\$4,000.00) per month after ninety (90) days of disability. The selection of provider shall be at the sole discretion of the District.

**D. DENTAL INSURANCE**

The Board shall provide a single person, two-person or family dental plan for Professional staff, comparable to the coverage of the Delta Dental 2002-03 scheduled benefits.

**E. HEALTH CARE REIMBURSEMENT PLAN**

The Board will institute a Dependent Care Reimbursement Plan as provided by Internal Revenue Code Section 125 as described below:

For each plan year, all Employees will be given the opportunity to estimate the amount of money they expect to spend out-of-pocket on health care services in the upcoming year. A prorated portion of this estimate will be deducted from their pay each pay period on a before-tax basis, as provided by Internal Revenue Code Section 125, and deposited in a reimbursement account. When an Employee incurs out-of-pocket health care expenses, they may request reimbursement from the account.

The maximum contribution by each participating Employee is not to exceed two thousand dollars (\$2,000.00) per year.

**F. DEPENDENT CARE REIMBURSEMENT PLAN**

The Board will institute a Dependent Care Reimbursement Plan as provided by the Internal Revenue Code Section 129 as described below:

Expenses incurred for dependent care (and related household services if care is provided in the home), which allow the Employee (and spouse if applicable) to work may be reimbursed by a Dependent Care Reimbursement Plan.

For each plan year, Employees will be given the opportunity to estimate the amount of money they expect to spend out-of-pocket on eligible dependent care services in the upcoming year. A prorated portion of this estimate is then deducted from their pay each pay period on a before-tax basis and deposited into a reimbursement account. When the Employee incurs out-of-pocket dependent care expenses, they may request reimbursement from the account.

## G. ACCRUED SICK DAY REIMBURSEMENT

Upon notification to the School Board of the intent to retire or separate from the Weare School District, given by November 1st of the current and final school year, the District shall reimburse the Professional Staff on or before July 1, as follows:

For Professional Staff who have 15-19 years of continuous service in the Weare School District, 50% of their accumulated available sick days at 75% of their current daily rate.

For Professional Staff who have 20 or more years of continuous service in the Weare School District, 75% of their accumulated available sick days at 100% of their current daily rate.

This shall be added to the final year's salary, for the NH retirement calculations.

On an emergency basis, the School Board has the discretion to consider granting the reimbursement to a Professional Staff who has not followed the proper notification process.

**ARTICLE X**  
**EMPLOYEE RIGHTS**

- A. The Board agrees that it will not discriminate against any Bargaining Unit member with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership/activity in the Association or because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, disability, or physical characteristics.
- B. In the event a Professional Staff is disciplined, he or she shall be entitled to be represented by the Association. Discipline shall be defined as discharge, non-renewal, reprimand (oral or written), or withholding of an increment. When a request for representation by an Association member is made, no further action shall be taken with respect to the Bargaining Unit member until such representative of the Association is present.
- C. Professional Staff shall not be disciplined without just cause, except that the just cause standard shall not apply to the nonrenewal of a probationary Employee.
- D. Each Employee shall be entitled to access his or her personnel file at any time upon notice to the Superintendent or his or her designee. An Employee may, if he or she wishes, have a representative of the Association accompany him or her during such review.
- E. The Employee shall have the right to make an appropriate response to any materials contained in his or her personnel file and such response shall be made a part of said Employee's file. Reproductions of such material may be made by hand or copying machine if available.
- F. No material will be placed in an Employee's personnel file without notification to the Employee.
- G. Professional Staff evaluations shall be conducted openly and with full knowledge of the Professional Staff.

All probationary staff will have at least three observations each year. Probationary staff are those individuals in their first, second, or third year of teaching or in their first or second year of teaching in the Weare School District if they have two consecutive years of prior teaching experience in a public school system in New Hampshire. Non-probationary professional staff will have at least one observation per year.

All observations shall have a pre and post conference. The evaluator will provide a written account of the observation at the post conference. If there are concerns the staff member will be notified in writing of the areas of deficiency with suggestions for improvement.

It is agreed that a committee consisting of Administration and members of the WEA will be created to develop a standardized observation form by consensus to be completed no later than June 30, 2007. Until such time the existing observation reporting forms will be used, now called Appendix B.

An annual evaluation will be completed on all Professional Staff based on Danielson Teacher Performance Standards and completed by the building administration by April 1<sup>st</sup> of the current school year. This evaluation will be completed on all professional staff, with a recommendation to renew, renew with concerns, or non-renew, prior to staff nominations to the Board in April.

Any staff member has the right to respond in writing to either the written observation or written evaluation. That response will be attached to the evaluator's document.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### A. GRIEVANCE DEFINITION

A grievance is defined to be a claim based upon the interpretation, meaning or application of this contract. The purpose of this grievance procedure is to facilitate, at the lowest administrative level possible, the resolution of the problems which may from time to time arise affecting the welfare or working conditions of Professional Staff.

#### B. STEPS OF THE GRIEVANCE PROCEDURE

As a condition to the filing of a grievance and proceeding through the steps hereinafter set forth, an employee must have discussed the situation informally with his or her immediate supervisor, and further that notice of said grievance shall be given to the Weare Education Association. Days described in steps 1 through 4 are defined as calendar days.

##### STEP 1 - Principal and Immediate Supervisor

An employee with a grievance, within sixty (60) days of the incident creating the grievance, will submit the grievance in writing to the Principal or immediate supervisor individually or through the Executive Council of the Association. Within seven (7) days of receipt of the written grievance, the Principal and supervisor, the aforementioned Employee, and a representative of the Association will meet to discuss and resolve the grievance. If the aforementioned employee is not satisfied with the resolution of the grievance, he or she may go on to Step 2 of the grievance procedure.

##### STEP 2 - The Superintendent

The employee whose grievance has not been resolved by Step 1 may, within seven (7) days, submit his or her grievance in writing to the Superintendent. Within seven (7) days of receipt of the written grievance, the Superintendent or his or her designee and the aforementioned employee, the Principal or immediate supervisor, and a representative of the Association shall meet to resolve the grievance. The Superintendent shall answer in writing within seven (7) days after this meeting. If the aforementioned employee is not satisfied with the resolution of the grievance, he or she may go on to the Step 3 of the grievance procedure.

### STEP 3 - The School Board

The employee whose grievance has not resolved by Step 2 may, within seven (7) days, submit in writing his or her grievance, individually or through the Association, to the School Board. Within seven (7) days of receipt of the written grievance, the School Board, the Superintendent, the aforementioned employee, the Principal or immediate supervisor, and a representative from the Association shall meet to resolve the grievance. The School Board shall answer, in writing, within seven (7) days after this meeting. If the grievance has not been resolved, or the aforementioned employee is not satisfied with the resolution of the grievance, he or she may go on to Step 4 of the grievance procedure.

### STEP 4 - Arbitration

The Professional Staff whose grievance has not been resolved by Step 3 may, within seven (7) days, request that the Association call for arbitration pursuant to the rules of the American Arbitration Association. If the Association determines that the matter should be arbitrated, it shall so advise the Board through the Superintendent within ten (10) days of receipt of the professional staff's request. The Association shall request the American Arbitration Association to assist the parties in selecting an arbitrator, pursuant to its voluntary labor arbitration rules. The arbitrator's decision will be binding on all parties concerned, provided that the questions of law, may be submitted to the appropriate court having jurisdiction; providing further that it is not contrary to any provisions of this contract or the laws of the State of New Hampshire. Arbitration costs shall be shared equally by the parties.

### C. REPRESENTATION

Any employee may be represented by himself or herself, the Association or counsel of his or her choice at any stage of the proceedings herein (Excluding representation by a member or an agent of any other organizations).

### D. COST OF INDIVIDUAL APPEAL

If an individual elects to proceed to arbitration without consent of the Association, the Association shall have no liability for cost of arbitration.

**E. RIGHTS OF ASSOCIATION**

The Association may by request, be a party to any proceeding in which any interest of the Association or the Bargaining Unit is involved.

**F. TIME**

The time limits herein may be extended by agreement of the parties.

**ARTICLE XII****REDUCTION IN FORCE**

In the event it becomes necessary, in the Board's opinion, to reduce the number of Professional Staff due to reasons of economy, program elimination or reduction; or in a given subject area, or in consolidation or elimination of positions or programs, the basis for the decision to lay off a Professional Staff or Professional Staff shall be seniority within the area of certification and specialization. When seniority within the area of certification and specialization is equal, degree attainment, teaching experience in the area of specialization within the last five (5) years will then be considered. A Professional Staff being laid off who is certified and qualified for another specialization, subject area or position may displace another Professional Staff with less seniority within the area of certification and specialization.

- A. Any Professional Staff with three (3) or fewer consecutive years of experience in the District shall be laid off first. When a final determination as to the extent of reduction is known, notice of planned reductions shall be communicated to the Professional Staff and the Association.
- B. Each school year, before December 1<sup>st</sup>, the Board shall prepare seniority lists which indicate the dates of employment of all Professional Staff within each area of certification and specialization. Such lists shall be posted in the school buildings. In the event of a tie in seniority between two or more Employees the following factors will be considered in the order stated:
  1. Date of signature on individual contract;
  2. Degree attainment;
  3. Teaching experience in the area of specialization within the last five (5) years.
- C. No Professional Staff may be prevented from securing other employment during the period the Professional Staff is laid off under this Article XII. When teaching positions become available, laid off Professional Staff shall be reinstated in the inverse order of their being laid off provided that they are certified and qualified to teach the available position. A recalled Professional Staff's credit for previous years of experience shall not be lost as a result of layoff and such recall rights shall remain in effect for one (1) school year following the school year in which the layoff notice was effected.
- D. The District shall notify employees of reinstatement opportunity by certified mail to their last known address. Employees seeking reinstatement shall be required to respond within fifteen (15) days of receipt of the reinstatement notice.

ARTICLE XIII

RESERVATION TO VOTERS ON FINANCIAL MATTERS

The Board and Professional Staff agree to support mutually agreed to settlements before the voters of the District. However, any agreement reached herein which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. In the event the voters shall not approve the District Budget as proposed by the Board, the agreements herein shall be void, and the Board and the Association shall resume negotiations.

The parties recognize that the language operates only in the initial voter submission of any multi-year agreement and further recognize that the binding nature of multi-year agreements are controlled by New Hampshire State law.

Dated at Weare, New Hampshire 01/27/06

Weare School District  
By its Board:

[Signature]  
[Signature]  
Marjorie A. Byrke  
Paul Leonard  
Mrs. A. Cronan

Weare Education Association  
By:

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**  
**PROFESSIONAL STAFF'S COMPENSATION SCHEDULE**

Year 1 of the Contract 1.025 (2006/2007)						
Step	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA +15</u>	<u>MA+30</u>
1	\$28,500	\$29,500	\$30,500	\$31,500	\$32,000	\$32,500
2	\$29,213	\$30,238	\$31,263	\$32,288	\$32,800	\$33,313
3	\$29,943	\$30,993	\$32,044	\$33,095	\$33,620	\$34,145
4	\$30,691	\$31,768	\$32,845	\$33,922	\$34,461	\$34,999
5	\$31,459	\$32,562	\$33,666	\$34,770	\$35,322	\$35,874
6	\$32,166	\$33,295	\$34,424	\$35,552	\$36,117	\$36,681
7	\$32,890	\$34,044	\$35,198	\$36,352	\$36,929	\$37,506
8	\$33,630	\$34,810	\$35,990	\$37,170	\$37,760	\$38,350
9	\$34,387	\$35,594	\$36,800	\$38,007	\$38,610	\$39,213
10	\$35,161	\$36,394	\$37,628	\$38,862	\$39,479	\$40,095
<b><u>LONGEVITY</u></b>						
15 TO 19 YRS		\$1,000.00				
			OFF TRACK	\$1,450.00		

Year 2 of the Contract 1.025 (2007/2008)						
Step	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA +15</u>	<u>MA+30</u>
1	\$28,999	\$30,016	\$31,034	\$32,051	\$32,560	\$33,069
2	\$29,724	\$30,767	\$31,810	\$32,853	\$33,374	\$33,895
3	\$30,467	\$31,536	\$32,605	\$33,674	\$34,208	\$34,743
4	\$31,228	\$32,324	\$33,420	\$34,516	\$35,064	\$35,611
5	\$32,009	\$33,132	\$34,255	\$35,379	\$35,940	\$36,502
6	\$32,809	\$33,961	\$35,112	\$36,263	\$36,839	\$37,414
7	\$33,630	\$34,810	\$35,990	\$37,170	\$37,760	\$38,350
8	\$34,470	\$35,680	\$36,889	\$38,099	\$38,704	\$39,308
9	\$35,332	\$36,572	\$37,812	\$39,051	\$39,671	\$40,291
10	\$36,215	\$37,486	\$38,757	\$40,028	\$40,663	\$41,298
11	\$37,121	\$38,423	\$39,726	\$41,028	\$41,680	\$42,331
12	\$38,049	\$39,384	\$40,719	\$42,054	\$42,722	\$43,389
13	\$39,000	\$40,369	\$41,737	\$43,105	\$43,790	\$44,474
<b><u>LONGEVITY</u></b>						
15 TO 19 YRS		\$1,250.00				
			OFF TRACK	\$1,600.00		

Year 3 of the Contract 1.025 (2008/2009)						
<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA +15</u>	<u>MA+30</u>
1	\$29,506	\$30,542	\$31,577	\$32,612	\$33,130	\$33,647
2	\$30,244	\$31,305	\$32,366	\$33,427	\$33,958	\$34,489
3	\$31,000	\$32,088	\$33,175	\$34,263	\$34,807	\$35,351
4	\$31,775	\$32,890	\$34,005	\$35,120	\$35,677	\$36,235
5	\$32,569	\$33,712	\$34,855	\$35,998	\$36,569	\$37,140
6	\$33,384	\$34,555	\$35,726	\$36,898	\$37,483	\$38,069
7	\$34,218	\$35,419	\$36,619	\$37,820	\$38,420	\$39,021
8	\$35,074	\$36,304	\$37,535	\$38,766	\$39,381	\$39,996
9	\$35,950	\$37,212	\$38,473	\$39,735	\$40,365	\$40,996
10	\$36,849	\$38,142	\$39,435	\$40,728	\$41,375	\$42,021
11	\$37,770	\$39,096	\$40,421	\$41,746	\$42,409	\$43,072
12	\$38,715	\$40,073	\$41,432	\$42,790	\$43,469	\$44,148
13	\$39,683	\$41,075	\$42,467	\$43,860	\$44,556	\$45,252
14	\$40,675	\$42,102	\$43,529	\$44,956	\$45,670	\$46,383
<b>LONGEVITY</b>						
15 TO 19 YRS	\$1,250.00					
20 TO 24 YRS	\$1,250.00		OFF TRACK	\$1,750.00		
25 TO 29 YRS	\$1,250.00					
30 TO 34 YRS	\$1,250.00					

**APPENDIX B**

**SCHOOL ADMINISTRATIVE UNIT #24  
Henniker, New Hampshire 03242**

**CLASSROOM VISITATION REPORT FORM**

**Name of teacher:**

**School:**

**Grade/Subject:**

**Evaluator's name:**

**Position:**

**Class size:**

**Date of visit:**      **Time Spent:**  
**Preconference held?**  Yes  No

**Scheduled?**  Yes  No

**Topic of Lesson/or objective:**

**Unusual conditions:**

---

**1. Description of learning environment:**

---

**2. Planning and Preparation:**

---

**3. Organization and management:**

---

**4. Classroom discipline:**

---

**5. Nature of student/teacher interaction:**

---

**6. Analysis of lesson:**

---

---

**7. Commendations:**

---

**8. Recommendations/Suggestions:**

---

**Rating:** The rating reflects the observer's assessment of the overall effectiveness of this lesson, and is completed only for those teachers who are on probationary status.

- Rating key:**
- 1. This lesson was a superior one of its type
  - 2. This lesson was of a favorable character
  - 3. This lesson met the minimum requirements and indicates a duty of the teacher to improve
  - 4. This lesson represents an unacceptable level of performance
- 

**Concerns:**

---

**Teacher Comments:**

---

**Additional comments of evaluator:**

---

This signature only indicates the teacher has seen this report and has had the opportunity to respond to conference with the evaluator:

Teacher's signature: \_\_\_\_\_

Evaluator's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Conference held(date): \_\_\_\_\_

Length of conference: \_\_\_\_\_