

AGREEMENT

Between the

WEARE SCHOOL BOARD

and the

WEARE EDUCATION ASSOCIATION

JULY 1, 2012 THROUGH JUNE 30, 2014

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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, 2012 and will expire June 30, 2014.

- 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**

- 1) Professional staff will work 190 days to be allocated as follows:
 - a. 180 teaching/instructional days
 - b. 1 day Common Day Workshop
 - c. 1 day before school begins for classroom preparation, to be scheduled at the staff members discretion
 - d. 1 day for evening activities (ex: open house)
 - e. 1 day on the day after the students' last day of school for classroom wrap up activities, administration will not designate how time is used.
 - f. 1 day for parent/professional staff conferences, if completed prior to the Wednesday before Thanksgiving, the staff has that Wednesday off.
 - g. 1 day NEA-NH workshop day.
 - h. 4 days scheduled within 5 business days prior to the first student school day – 3 days for administrative use and 1 day for classroom preparation, not for administrative use.
- 2) 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.
- 3) At least one business day, not December 24th, before the holiday break will be included in the annual calendar as a non-work day unless December 25th falls on a Tuesday.
- 4) The Board shall have the sole right to determine the calendar, but the Superintendent or his/her designee shall consult with the Association on a draft calendar at least one month before the School Board determines the calendar, and shall provide the Association president with a copy of the final calendar that the Superintendent or designee proposes to the Board at the same time that it is provided to the Board.

B. SCHOOL DAY

- 1) The Workday - Shall not be 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 Unified Arts or "specials" classes/periods.
- 2) Staff Meetings – One staff meeting per month during the school year that will not exceed 45 minutes in length will be scheduled into the annual school calendar. These meetings will be scheduled outside the 7.5 hour work day.
- 3) 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.
- 4) 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.
- 5) 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) days 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/her sabbatical leave, he/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 1st of his/her intention to return to work the next school year. Failure to give such notice by April 1st 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. In their first year of employment, all Professional Staff hired by the School District will be placed on the step in the salary schedule (Appendix A.) that equals their prior years of experience. In their second and subsequent years of employment, all Professional Staff who are not at or above the top step of the salary schedule and received no step increase in 2009-2012 will be advance on the salary schedule as follows:

If employed	Advance in 2012/2013	Advance in 2013/2014
2008-14	2 steps	2 steps
2009-2014	1 step	2 steps
2010-2014	1 step	1 step
2011-2014	1 step	1 step
2012-2014	0 steps	1 step
2013-2014	NA	0 steps

First year teachers hired with no prior experience stay on step 1 for two years.

There shall be no change to the base salary schedule. Off schedule Professional Staff shall receive 2% salary increase in 2012/2013 and 2.5% increase for 2013/2014.

- B. 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.
- C. 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 1st for the fall semester, and on or before January 20th 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.
- D. 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.

- E. 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.

Bi-weekly pay begins no later than the second Thursday following the first scheduled staff work day.

- F. 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 \$56,000 each contract year for stipend positions.

The Board shall decide which stipend activities/positions will be offered. The administration and a committee of three association members may recommend additions and deletions to the stipend activities/positions that are offered. The administration will establish stipend job descriptions and agreements. For activities/positions listed in Appendix F that the Board decides to offer, the stipends will be set forth in Appendix F. Stipends for activities not listed in Appendix that the Board decides to offer will be as agreed by the committee and appended to Appendix F of this CBA. Compensation for activities will not be reduced unless the activity is eliminated or substantially changed.

New or vacant positions will be posted and qualified professional staff given the right of first refusal.

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.

- G. In the 2012/2013 school year, a committee of WEA members, School Board and administration will be formed to develop a whole district performance-based compensation system based on the overall student NWEA fall/spring performance improvement at each school. The committee will recommend a performance-based compensation system including the methodology for determining how and when each school's NWEA improvement target will be determined and in what subject(s), and the methodology for paying a performance-based bonus at the end of the school year starting with the 2013/2014 school year to all professional staff, within a building that met the approved target. No performance-based compensation system will be implemented without the approval of both the School Board and the WEA. This bonus will be paid only from available surplus funds, if any, at the end of the school/fiscal year. Such bonus shall be a one-time payment, and shall not be included in the Professional Staff member's compensation in any other year.
- H. 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.
- I. Longevity payments will no longer compound. Annual payment will occur by the end of June of each year.

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/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/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/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 thirty-four thousand dollars (\$34,000.00) for each 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 1st for first courses, it shall be distributed as follows:

First: If funds remain after all applicants who have filed notice as of November 1st 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 1st for a first course.

Second: Any funds not used or allocated for first courses as designated above as of June 1st 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 (3rd), 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-six thousand dollars (\$26,000) for each contract 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 1st of the contract year. Payment shall be forthcoming with evidence of attendance and payment. If any funds remain after May 1st, 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 1st 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:
 - \$3,000 per year for a single plan.
 - \$5,000 per year for a two person 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 employment given by November 1st of the current and final year of employment, 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.

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

If and when the New Hampshire Retirement System assessment for “spiking: (Currently codified as RSA 100-A:16 III-a) is actually implemented by the State, then notwithstanding any other provision in this Agreement, the benefit under Article IX(G) will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in July following the date of the retirement, and shall equal the maximum amount that will not result in the School District being assessed by the New Hampshire Retirement System for “spiking”. The second lump sum payment shall be due and payable at least 121 days after the employee’s retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System for “spiking”, and shall equal the remainder of the retirement benefit that was not paid in the first lump sum.

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.
 - 1. All forms of observations and evaluations shall be conducted by administration openly and with full knowledge of the professional staff.
 - 2. The following mechanisms will be utilized in the formal evaluation processes. All of the mechanisms will be based upon the Danielson Teacher Performance Standards.
 - a. Formal observations – These are pre-announced classroom visitations. They shall have pre and post-conferences. The evaluator

- will provide a written account of the formal observation on the form in Appendix B 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.
- b. Walk-through observations – The walk-through observation process will consist of 5 walk-throughs, times to be chosen by the observer. Each walk-through will be followed by a conference with the observer and professional staff, and an observation report (Appendix C) signed by both.
 - c. Portfolios – The portfolio process consists of a pre-conference to set goals for the year; documentation of goals, strategies for meeting the goals, student outcomes, parent involvement, reflections, and a post-conference followed by a written evaluation by the evaluator. (Appendix D)
3. Summative Evaluations – These are annual evaluations that address all aspects of performance, including but not limited to information referenced in formal observations, walk-through observations, portfolios, administrative plans, and documented observations. Summative evaluations shall be completed by the administration each school year for each professional staff member no later than April 1. Summative evaluations shall recommend renewal, renewal with concerns, or non-renewal. The summative evaluation is in Appendix E.
 4. Administrative plans – These are plans for improvement of performance. An administrative plan shall be used if a summative evaluation recommends an employee’s renewal with concerns. The administrative plan will document the aspects of performance that need improvement and will recommend steps for the staff member to improve performance.
 5. Professional Staff
 - a. Probationary staff – Probationary staff will have at least 3 formal observations and 1 summative evaluation each year, and also may have informal observations. Probationary staff is an individual in his/her first 5 years of teaching at the Weare School District, or in his/her first 3 years of teaching in the Weare School District if he/she has 2 consecutive years of prior teaching experience in any public school system in New Hampshire.
 - b. Non-probationary staff not on administrative plan will choose among the formal observation, walk-through observation, and portfolio processes except that the same evaluation mechanism may not be used for more than 3 consecutive years. Such staff will also have 1 summative evaluation each year, and also may have informal observations.

- c. Non-probationary staff shall be placed on administrative plans if the summative evaluation recommends renewal with concerns. The administrative plan will document the aspects of performance that need improvement and will recommend steps for the staff member to improve performance. The administration will determine the method of formal evaluation process to be used.
6. Any staff member has the right to respond in writing to both 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 fourteen (14) 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

Employees may be represented by themselves, or the Association at Steps 1-4, or by private counsel at Steps 1-3.

D. 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.

E. 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 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 1st, 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 or 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 June 29, 2012

Weare School District
By its Board:

[Signature]
[Signature]
Maryone A. Burke
[Signature]

Weare Education Association
By:

[Signature] 6/29/12
[Signature] 7/10/12
[Signature] 7/10/12

APPENDICES

Appendix A	Salary Schedule
Appendix B	Observation Mechanism choice Observations forms
Appendix C	Walk-through option forms
Appendix D	Portfolio option forms
Appendix E	Summative evaluation forms
Appendix F	Stipend positions

APPENDIX A**PROFESSIONAL STAFF'S COMPENSATION SCHEDULE
2012-2014**

<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

<u>Longevity</u>		<u>Off schedule staff</u>
15 to 19 years	\$1,250.00	2012-2013 receives 2% raise
20 to 24 years	\$1,500.00	2013-2014 receives 2.5% raise
25 to 29 years	\$1,750.00	
30+ years	\$2,000.00	

APPENDIX B

**WEARE SCHOOL DISTRICT
PROFESSIONAL EVALUATION PREFERENCE**

September ____, ____

As we begin the new school year, administration needs to know which professional evaluation process you choose. Non-probationary professional staff and those not on an improvement plan may choose from one of the following three options:

Your name _____

___ Classroom observation

___ 5 Walk-through observations

___ Portfolio

Please indicate your choice and return to the office by 9/15.

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

CLASSROOM OBSERVATION VISITATION REPORT FORM

Teacher: _____ **School:** _____ **Grade/Subject:** _____
Evaluator's name: _____ **Position:** _____ **Class size:** _____
Date of visit: _____ **Time Spent:** _____ **Scheduled?** __Yes __No
Preconference held? __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

Comments:

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: _____

APPENDIX C

WEARE SCHOOL DISTRICT

Walk-Through Observation Report

Teacher name: _____

Date: _____

Time: _____

Observer: _____

(Walk-throughs are approximately 10 minutes in length)

Domain 2: The classroom environment

- Respect and rapport
- Managing procedures/transitions
- Supervision/use of paraprofessionals
- Management of student behavior

Domain 3: Instruction

- Student motivation/engagement
- Questions/discussion techniques
- Evaluating progress
- Communication/providing feedback
- Interaction with each student

Observer comments:

Teacher response:

No comment (please initial)

Comments:

Teacher signature: _____

Date: _____

APPENDIX D

WEARE SCHOOL DISTRICT

TEACHER EVALUATION PORTFOLIO

Portfolios are an option for tenured staff not on administrative plans. This is an opportunity to work on demonstrating your talents through a collection of your work, the work of your students, and data on your students. You can combine this with the certification process and apply for hour for re-certification using your portfolio as documentation.

TIMELINE

- September 15th – Notify your administrator responsible for your evaluation that you would like to do this option.
- September 29th – Conference with your administrator using the worksheet as a guide for your conversation.
- October 10th – Final goal(s) due
- February 12th – Portfolios are due to your administrator
- March 9th – Conference with administrator. Written evaluation to be returned to teacher prior to meeting.

COMPONENTS OF A PORTFOLIO

- Professional Goal – centered on desired area of professional development, content area or instructional technique such as differentiated instruction.
- School Goal – use of positive behavioral interventions to reduce the number of student infractions of the Code of Conduct.
- Improvement in math skills of special education students as measured by the NECAP test.

Use the attached worksheet to develop a Portfolio goal(s) with your administrator. Final approval is required prior to beginning the Portfolio and should be included in your portfolio. Goals must be worded to reflect student growth, not just what the teacher will be doing.

Remember the portfolio is intended to demonstrate personal growth toward meeting the goal(s) you have agreed upon. It does not require the submission of every piece of teacher or student work but rather examples of work. An important part of the portfolio is documentation of self-reflection on the process as well as of the final outcome.

Please be sure you read the rubric and the parent communication and the professional portfolio as well as the portfolio evaluation form.

Any questions please see the administrator you are assigned to. Have fun with this great learning opportunity!

PORTFOLIO WORKSHEET

Goal statement: Remember your goal should be something you can achieve within five months and it should be written in terms of student outcomes.

What is the expected student outcome(s):

How will you demonstrate expected student outcome(s):

Describe how you will reflect on your progress toward your goal(s): for example, will you journal, how often?

PORTFOLIO EVALUATION FORM

Teacher name: _____ Grade/Program: _____

Evaluator: _____

Summary of evaluation from Portfolio rubric

___ Goals are clearly stated and relate to student outcomes

___ Student evidence provided to support work toward goal

___ Teacher evidence provided to support work toward goal

___ Self-reflection

Narrative analysis of the portfolio:

Commendations:

Recommendations:

Teacher comments:

Teacher signature*

Administrator signature

Date _____

*Signature indicates that the teacher received the evaluation and attended a conference to discuss the portfolio.

PARENT COMMUNICATION RUBRIC

Category	Improvement Needed	Developing	Professionally Competent	Exemplary
To communicate on a regular basis with parents regarding student progress.	The teacher only communicates with the parents through the midterm progress report and quarter report cards and is often late in turning these reports in. Comments are often inconsistent with the grades.	Teacher communicates with parents only through the school midterm and quarter report. These reports are done in a timely manner.	Teacher communicates the midterm and quarter grades, as well as major grades with parents. The teacher also logs most communications with parents. Failure notices are sent home when grades are below the grade of 70. All grades are done in a timely manner. Comments are consistent with the grades given.	In addition to the WMS midterm and quarter grades, all grades are done in a timely manner. Comments are consistent with grades given. Teacher communicates with parents on a regular basis regarding student progress, has a clear conference/phone log, and sends home positive/negative notices as necessary.
To share knowledge of your classroom and the curriculum, as well as your grading procedures, with parents.	Evidence of a monthly class newsletter, use of the agenda book and grading procedures are in part or totally missing.	The teacher is inconsistent with using the agenda book to communicate with parents and is not clear with students and parents about his/her grading procedures.	The teacher utilizes the agenda book to effectively communicate with parents. The teacher also provides all students and parents with a brief synopsis of his/her grading procedures.	The teacher provided parents with a monthly class newsletter that describes current curriculum, important due dates, and other pertinent information. The teacher also utilizes the student agenda book to effectively communicate with parents. The teacher provides all students and parents with a brief synopsis of his/her grading procedures.

PROFESSIONAL PORTFOLIO RUBRIC

Category	Improvement Needed	Developing	Professionally Competent	Exemplary
Goal is clearly stated in terms of measurable student outcomes.	The goal lacks measurable student outcomes clarity and/or administrative approval.	The goal was modified from the approved goal.	The goal is clearly stated and includes measurable student outcomes but was not given final approval by administration.	The goal was approved by administration and is clearly stated in terms of measurable student outcomes.
Student evidence	There is little, if any, evidence to support the goals it pertains to the students.	Some student evidence is present but lacks a clear relationship to the goal.	Student evidence is present and it clearly relates to the goal but lacks connection to measurable student outcomes.	Student evidence is present and it clearly relates to the goal and measurable student outcomes.
Teacher evidence	There is little, if any, evidence to support the goal as it pertains to the work of the teacher.	Some teacher evidence is present but lacks a clear relationship to the goal.	Teacher evidence is present and it clearly relates to the goal but lacks connection to measurable student outcomes.	Teacher evidence is present and it clearly relates to the goal and to measurable student outcomes.
Self-reflection	There is little, if any, self-reflection of work completed by the teacher, the students, or its relationship to measurable student outcomes.	Some reflection is present of the teacher work but little or no reflection of the impact on students and/or measurable student outcomes is present.	The portfolio contains formative reflection (reflection on individual activities along the way) but is not also linked to summative reflection of the end result as it relates to the goal or visa versa.	The self-reflection contains clear and thoughtful reflection, both formative and summative, and clearly links to the measurable student outcomes.

APPENDIX E

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

**ANNUAL SUMMATIVE EVALUATION
SUPERVISOR'S RECOMMENDATION**

Teacher Name:

District: Weare

Current School Year:

Based on my knowledge of this teacher's performance and as reflected in the comments above, I recommend the following:

- Renewal
- Renewal with concerns
- Non-renewal

.....

Evaluator's signature: _____ Date: _____

Teacher's signature: _____ Date: _____

I choose to make a response (please attach response)

APPENDIX F

WMS STIPEND POSITIONS (2012-2013)

Category I Seasonal		\$352.18
Talent Show/Cabaret		
Scenery (Play)		
Geography Bee		
Spelling Bee		
Category II Full Year		\$667.18
Fitness Training		
First Aid/Babysitting		
Student Council		
	Grades 5 & 6	
	Grades 7 & 8	
Category III Major Projects		\$1128.28
Dance Coordinator		
Washington DC		
Public Information Coordinator		
Play Director		
Music Director		
Yearbook		
Legos		
Soccer (Girls)(Boys)		
Basketball (Girls)(Boys)		
Cheerleading Coach		
Baseball Coach		
Softball Coach		
Curriculum Coordinators		
	ELA	
	Math	
	Science	
	Social Studies	
UA Team Coordinator		
Category 4 Professional Staff		\$1522.50
Grade 5 Team Coordinator		
Grade 6 Team Coordinator		
Grade 7 Team Coordinator		
Grade 7/8 Team Coordinator		
Grade 8 Team Coordinator		
Athletic Director		
Stipend Position Coordinator		

WMS Expenditures (2012-2013)

Category I	1408.72
Category II	2668.72
Category III	21437.32
Category IV	10657.50
Total	36172.26

CWES STIPEND POSITIONS (2012-2013)

Category 1 Seasonal		\$352.18
Category II Full Year		\$667.18
Ceramics		
Jump Rope Club		
Kids' Yoga		
Category III Major Projects		\$1128.28
Yearbook		
Publishing Center		
Public Information Coordinator		
Homework Club		
Literacy Coordinator		
Math Coordinator		
Science Coordinator		
Specials		
Preschool Coordinator		
		1522.50
Grade Level Coordinators		
Kindergarten		
Grade 1		
Grade 2		
Grade 3		
Grade 4		

CWES Expenditures (2012-13)

Category I	0
Category II	2001.54
Category III	10154.52
Category IV	7612.5
Total	19768.56