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RATIFIED AGREEMENT

BETWEEN THE

WENTWORTH SCHOOL DISTRICT

AND THE

WENTWORTH EDUCATION ASSOCIATION

2012 – 2014

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Wentworth Collective Bargaining Agreement

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ARTICLE ONE
RECOGNITION

1.1 The Board recognizes the Wentworth Educational Association/NEA-NH for the purposes of collective negotiations according to RSA 273-A as the exclusive representatives for those positions certified by the New Hampshire Public Employee Labor Relations Board.

1.2 Definitions

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

1. The term "school" means any work locations.

2. The term "Member of the Bargaining Unit" or Member(s) means a professional employee of the Wentworth School District under contract for the school year, whose position requires certification or licensing by the State of New Hampshire.

3. The terms "Board" or "District" means the School Board or any of its agents.

4. The term "Non-Probationary Member" means a Member who has achieved continuing contract status per state law.

5. Whenever the singular is used in this agreement it is to include the plural.

ARTICLE TWO
NEGOTIATIONS PROCEDURE

2.1 All negotiations will be carried out in good faith.

2.2 At the end of each meeting, a time and date will be set for future negotiations.

2.3 The Board agrees to help the Association to obtain such non-confidential information in its possession as is reasonably requested.

2.4 Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen days of the signing. The Board shall duplicate and distribute the Agreement within thirty days of the signing to the Association without cost.

ARTICLE THREE
JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

3.1 The Board reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District and its employees; (b) to assign and direct the work of their employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District; (d) to suspend, demote, discharge, withhold all salary increases at the highest step or increment wage increases, whichever applies, or take any other disciplinary action against the employees; (e) to act unilaterally including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (f) to maintain and direct the efficiency of government operations; (g) to relieve employees from duties; (h) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (i) to determine the methods, means and personnel by which operations are to be conducted, so as to continue public control of governmental functions.

The parties understand the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed as to constitute a delegation of the power or authority of either. The term "law" as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.

ARTICLE FOUR
ASSOCIATION RIGHTS

4.1 The Board agrees that all Members shall have full freedom of association and self organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association or participation in any of its activities or the exercise of a Members individual rights under RSA 273-A.

4.2 The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings with timely notification to the Principal or his/her designee.

4.3 The Association and its representatives shall have the right to use school facilities and equipment, including computers, copy machines, and other equipment at reasonable times, when such equipment is not otherwise in use.

4.4 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on non-public bulletin boards. The Association may use school mailboxes for communication.

4.5 The Association shall be given an opportunity at staff meetings to present reports and announcements after the principal leaves the meetings.

4.6 Any representative of the Association or any Member mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings shall suffer no loss in pay, leave, or benefits.

4.7 The employer agrees to deduct from the pay of its Members' dues of the Association and its affiliates, as said Members individually and voluntarily authorize the employer to deduct and transmit the monies monthly to the Association. Members requesting dues deductions shall do so on forms approved by the Superintendent. Such deductions may be prorated over twenty-two (22) or twenty-six (26) pay periods as determined by the Member. Any Member may withdraw their authorization for dues deduction within the first thirty (30) days of their work year.

4.8 Upon appropriate written authorization from the Member, the employer shall deduct from the pay of any such Member and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the employer. Such authorization shall continue in effect from year to year unless revoked in writing.

4.9 The rights and/or privileges granted to the Association in this Agreement shall not be granted to any other group or organization which purports to represent any Member or group of Members covered by this Agreement.

ARTICLE FIVE
MEMBER RIGHTS

5.1 Nothing contained herein shall be construed to deny or restrict to any Member's right which exists under New Hampshire school laws or other applicable laws and regulations.

5.2 No non-probationary Member will be disciplined, reduced in compensation, or discharged, without due process. All information forming the basis for disciplinary action will be made available to the WEA President and the Member.

5.3 An administrator may meet with any Member at any time to investigate an incident. The Member may have an Association representative present if the Member desires. However, any time a Member is required to appear before a representative of the Board concerning disciplinary action, suspension, or dismissal the Member shall be notified in writing and given reasons for the meeting.

5.4 In the event an administrator needs to meet with a Member regarding contract renewal, such meetings shall occur at the end of the work day, on or before April 15th.

5.5 Individual contracts shall be offered to Members by the end of April. The principal and Member shall sign and date a form indicating delivery of the offered individual contract. Members shall have 15 school days from the signed date of receipt to return the individual signed contract.

5.6 A Member shall have the right to review in the presence of the Board, the contents of their personnel file on the business day following the date a request is made. The Member may have a representative of the Association with them.

5.7 When material is placed in a Member's file, the affected Member shall receive and sign said material, such signature shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with the content of the material. The Member may submit a written notation regarding any and all material placed in their personnel file, and the same shall be attached to the file copy of said material. Complaints that are found to be unsubstantiated shall not be put in a Member's personnel file.

5.8 Any case of assault upon a Member shall be promptly reported to the employer.

ARTICLE SIX
MEMBER EMPLOYMENT

6.1 The School Board and the administration will make a good faith effort to provide a duty-free lunch period of twenty minutes for each Member.

6.2 Members may leave the building during their unscheduled time provided they notify the building administrator prior to their leaving.

6.3 The school year will consist of one hundred eighty-five (185) days, 180 school days, five (5) in-service days, with one reserved for classroom preparation.

6.4 The Members work day shall be seven hours and fifteen minutes, which includes fifteen (15) minutes before and after the student day. The WEA agrees to work with administration and develop a plan to assure one person will provide coverage between 7:30 am and 7:45 am.

6.5 The Board agrees at all times to maintain an adequate list of substitute Teachers. Members shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. Once a Member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute Member. The use of regular Members as substitute Teachers shall only be in emergencies.

6.6 Members who have satisfactorily completed academic courses and who wish to use such additional credits for advancement on the salary schedule shall notify the Superintendent by November 1st of the previous contract year.

6.7 Professional Development: The School District shall reimburse each Member at the rate of Plymouth State University graduate courses for each credit they may acquire beyond the Bachelor's degree at an accredited college or university up to a maximum of six (6) credits per year, provided they obtain a grade of B or better. These funds may be used for course fees and required texts. In lieu of taking six college credits, a Member may apply for funding up to the dollar value of three (3) credits to attend workshops, conferences or training sessions. Courses and workshops must meet the goals of the professional development plan of the District and the Member. All requests shall have the approval of the principal and superintendent.

6.8 The School District will provide payment for approved courses when presented with an invoice/purchase order from the offering institution with the understanding that the Member requesting this prepayment option must also execute a salary reduction agreement at the time of the request for approval. Failure to give evidence of having received a grade of B or better for course work will result in the implementation of the salary reduction agreement. All reimbursements must be paid in full prior to the end of the fiscal year for which the course was taken.

6.9 The Board and the Administration will make a good faith effort to provide each full time Member with an uninterrupted forty-five (45) minute preparation period at least three (3) times per week.

6.10 The Board will make a good faith effort to notify Members in writing of their assignment for the upcoming year by June 30th.

6.11 Each Member shall be evaluated annually by the building principal, based upon at least one formal classroom observation.

6.12 Open positions shall be posted internally prior to seeking external candidates.

ARTICLE SEVEN
WORKING CONDITIONS

7.1 The District complies with all health and safety codes enforced by state and local authorities.

7.2 No unlicensed Member shall be required to dispense or administer medication.

7.3 Upon request from the Association, the Board will consult over class size. The Board retains the final decision on class size.

7.4 In recognition of the special conditions and needs created by dual grade classrooms there will be a collaborative decision made between teaching staff, administration and Board regarding providing an assistant in a dual grade classroom to meet educational needs of the students.

7.5 Members will have access to computers during non-teaching times for reasonable personal and professional use.

ARTICLE EIGHT
COMPENSATION

8.1 The basic compensation of each Member shall be as set forth in Appendix A. There shall be no deviation from said compensation rates during the life of this Agreement. Compensation for Members selecting either twenty-two (22) or twenty-six (26) pay periods will begin on the first scheduled pay period.

8.2 Extracurricular compensation is set forth in Appendix B attached hereto.

8.3 Members shall have access to a Flexible Spending Account - IRS Section 125 account up to the limits as contained in the IRS regulations.

8.4 Members shall be paid for work performed over school vacation periods, as directed/approved by the District. Such pay shall be calculated at 1/185 of the Member's per diem for each day worked.

ARTICLE NINE
INSURANCE

9.1 A. The Board agrees to offer and pay the premium for the following health insurance program for full time Members: Matthew Thornton Blue 10 with (10/20/30) optional pharmaceutical rider at the following rates: for single coverage 95%, two person 93.5% or family plan 90%.

B. For full time Members opting not to take medical insurance, the District will reimburse eligible, medical, out of pocket expenses up to $1,000.00 per Member. Eligibility represents deductibles and co-pays from a spouses program.

C. The Board agrees to pay the premium for Delta Dental Coverage A (100%) , B (80%), and C (50%) with no deductible and a $1,000 maximum for a full time Members at the following rates: for a single 100%, with a right to buy in for two person or family coverage.

D. Members who are contracted for half time or more shall be entitled to the same benefits above on a prorated basis.

9.2 Each Member shall receive term life/disability coverage equal to the salary of the Member.

9.3 Liability insurance shall be provided by the employer.

9.4 Members shall have access to the NH Retirement System.

ARTICLE TEN
TEMPORARY LEAVES OF ABSENCE

10.1 Full time Members earn fifteen (15) days per year with a carry forward of one hundred five (105) days for absences caused by personal or immediate family illness. Immediate family shall be construed to mean children, spouse, or a person who permanently lives within the Member's home and is considered a member of the immediate family. The Board may ask for a physician's note after three consecutive days of absence.

10.2 Sick Leave Assistance – A Sick Leave Assistance Plan shall be established for Wentworth Members. The days shall not be held in a bank, nor shall they accumulate. Days shall only be donated as needed. Members shall be allowed to donate up to five (5) sick days per school year to other Wentworth Members if the need arises.
All Members shall complete and sign a Sick Leave Assistance Plan form indicating whether or not they will participate in the Plan for the coming school year. The form must be returned along with their annual individual Member contract for the coming year. If a Member chooses not to participate in the Sick Leave Assistance plan, the Member will not be eligible to receive Sick Leave Assistance.

10.3 Any Member on sick leave is entitled to all benefits of any other contracted Member of the bargaining unit. The Board at its sole discretion may extend paid sick leave benefits beyond the Member's accumulated days if an unusual circumstance exists.

10.4 Three (3) days non-cumulative personal leave shall be granted each year for matters which require absence during assigned school hours. Notification to the Member's principal for personal leave shall be made at least two days before taking such leave (except in the case of emergencies).

10.5 Bereavement leave of up to three (3) days per occurrence shall be granted at full pay in the event of a death in the immediate family. Immediate family shall mean spouse, child, parent, grandparent, sibling, grandchild and the same relations of your spouse, or a person not related to the Member but who permanently resides in the Member's home. Additional days may be granted by application to the Superintendent.

10.6 A Member who is called for jury duty or subpoenaed as a witness shall be excused from teaching duties for the actual time involved in said service. The Member will continue to be paid by the District at a level of salary less the compensation the Member receives from the court. The Member may retain all expense reimbursements in addition to the above compensation.

ARTICLE ELEVEN
EXTENDED LEAVES OF ABSENCE

11.1 Childbearing Leave: A Member shall be eligible to use accumulated sick leave immediately prior to or directly after birth. Requests for extended leave must be accompanied by documentation supplied by the attending physician. The Member shall notify the Superintendent of Schools ninety (90) days prior to actual date of leave. Return from this leave shall coincide with the expiration date indicated on the Member's leave request as approved by the School Board.

11.2 Child care leave of one year, for natural, adoptive, guardianship, or parenting due to separation or divorce shall be granted without pay to Members who make a written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least sixty (60) days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the expected termination date of such leave. At the conclusion of the leave, the Member will be reinstated to a position within the school for which he/she is certified to teach.

11.3 Leaves of absence may be extended by the Board.

11.4 All benefits to which an Member was entitled at the time the leave of absence commenced including unused, accrued sick leave will be restored to that Member upon return.

ARTICLE TWELVE
MISCELLANEOUS

If any provisions of this Agreement or any application of this Agreement to any Member or group of Members is held to be contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE THIRTEEN
GRIEVANCE PROCEDURE

13.1 Definitions:

A. A "grievance" shall mean a concern by a Member or group of Members which has a solution.
B. An "aggrieved person" is the person or persons making the complaint.
C. The term "days" when used in this Article, except where otherwise indicated, means school days; except the end of the school year when it shall mean Monday through Friday, excluding holidays.

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

13.2 Initiation and Processing:

Level One - Principal

Any grievant shall discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally. If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the Member within ten (10) days, the grievance shall be set forth in writing to the principal specifying:

1. the nature of the grievance,
2. the provision of the contract, policy or practice violated, and
3. the action required.

The principal shall communicate a decision to the grievant (s) and to the Association in writing within ten (10) days of receipt of the written grievance.

Level Two – Superintendent

The grievant, not later than ten (10) days after receipt of the principal's decision, may appeal the decision to the Superintendent of Schools. This appeal must be made in writing, including the matter submitted to the principal, as specified above, and the dissatisfaction with the decision previously rendered. The Superintendent shall meet with the grievant to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) days. The Superintendent shall communicate a decision in writing to the grievant (s), and the Association within ten (10) days after the meeting.

Level Three - School Board

If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the School Board within ten (10) days of the receipt of the answer in Level Two. The Board will schedule a hearing within thirty (30) calendar days. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration. The Board's decision will be given in writing within thirty (30) calendar days of the completion of the hearing.
Timelines may be extended by mutual agreement.

ARTICLE FOURTEEN
REDUCTION IN FORCE

14.1 In the event it should become necessary for the School Board to reduce the number of Members, the reduction, insofar as possible, will be affected through normal attrition.

ARTICLE FIFTEEN
DURATION

15.1 The provisions of this Agreement will be in effect from July 1, 2012 until June 30, 2014.

Wentworth School Board

Wentworth Education Association

Dated 3/15/12

Dated 3/12/12

APPENDIX A
WENTWORTH SCHOOL DISTRICT
SALARY SCHEDULE 2012 - 2014

Track/Step	BA	BA+15	BA+36/M	BA + 45	BA + 60
				M+15	M+30
1	29,357	30,091	30,843	31,615	32,405
2	30,407	31,167	31,946	32,745	33,563
3	31,494	32,281	33,088	33,915	34,763
4	32,620	33,435	34,271	35,128	36,006
5	33,786	34,631	35,496	36,384	37,293
6	34,994	35,869	36,765	37,684	38,627
7	36,245	37,151	38,080	39,032	40,007
8	37,540	38,479	39,441	40,427	41,438
9	38,883	39,855	40,851	41,872	42,919
10	40,273	41,279	42,311	43,369	44,453
11	41,712	42,755	43,824	44,920	46,043
12	43,204	44,284	45,391	46,526	47,689
13	44,748	45,867	47,013	48,189	49,394
14	46,348	47,507	48,694	49,912	51,159
15	48,005	49,205	50,435	51,696	52,988

No Change in salary schedule. Members shall advance on schedule based on years of service.

As follows:
12-13 One step at the start of the year. One step at year mid-point.
13-14 One step at the start of the year.

2012 - 2014
APPENDIX B
Extra-Curricular Compensation

Drama	$ 700.00
8th Grade Advisor	$ 700.00
Student Council	$ 500.00
Yearbook	TBA by School Board
Soccer	$1,100.00
Boys Basketball	$ 550.00
Girls Basketball	$ 550.00
Softball	$ 500.00
Baseball	$ 500.00

APPENDIX C

2012 – 2013
Sick Leave Assistance Plan Selection Form

Select on option below, sign and date the form and return along with individual signed contract.

Option 1.

I WILL PARTICIPATE in the Wentworth Member Sick Leave Assistance Plan during the 2012 - 2013 school years, in the event a Wentworth Member exhausts their sick leave and needs additional days in accordance with Article Ten Section 10.2 of the collective bargaining agreement.

Name _____ Signature _____ Date _____

Option 2.

I WILL NOT PARTICIPATE in the Sick Leave Assistance Plan for the 2012 – 2013 school years. I understand I will not be eligible to receive Sick Leave Assistance days under the plan in accordance with Article Ten Section 10.2 of the collective bargaining agreement.

Name _____ Signature _____ Date _____

2013 – 2014
Sick Leave Assistance Plan Selection Form

Select on option below, sign and date the form and return along with individual signed contract.

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Name _____ Signature _____ Date _____