

AGREEMENT

Between the

WHITE MOUNTAINS REGIONAL SCHOOL BOARD

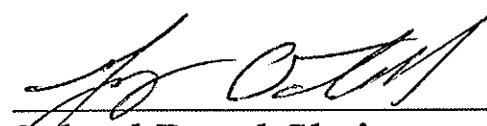
and the

WHITE MOUNTAINS EDUCATION ASSOCIATION

July 1, 2012 to June 30, 2014

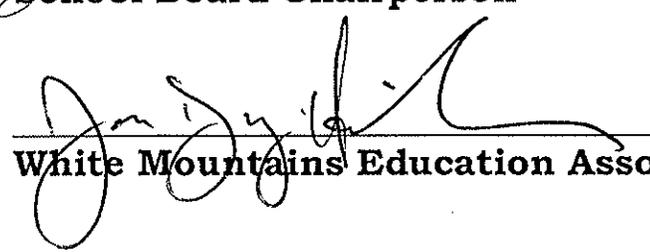
This AGREEMENT is made and entered into on this 13th day of March, 2012, by and between the School Board, acting for the District, and the Association.

Approved:



School Board Chairperson

6/25/2012
Date



White Mountains Education Association

6/27/2012
Date

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ARTICLE I - RECOGNITION:

The White Mountains Regional School Board recognizes the White Mountains Education Association as the exclusive representative of all teachers who hold an appropriate credential issued by their respective state boards under their regulations governing the certification of personnel, excluding the superintendent, assistant superintendent, business administrator, principals, vocational directors, supervisors, administrators, central office personnel, and other administrative personnel excluded by RSA 273-A. Benefits for part-time employees are prorated per their percentage of full-time equivalency.

Both parties recognize that any new position or job description will be reviewed by the parties to see if said position or job description is covered by this Agreement. If the parties are unable to agree, then either party may submit the issue to the PELRB. Both parties agree that until a decision is rendered, the new position or job description will be considered outside of the scope of this Agreement. Once the PELRB's decision is rendered, it will be binding on the parties in the subsequent Agreement, unless otherwise agreed to by the parties.

The White Mountains Education Association agrees to represent equally all employees without regard to membership in the White Mountains Education Association.

This recognition shall not preclude any employee, on an individual basis from consulting, communicating, or otherwise dealing directly with the School Board on his or her own behalf on matters not in contravention of this Agreement.

ARTICLE II - NEGOTIATIONS:

A. Initiation

Either the Association or the School Board, if desiring to bargain, shall serve written notice of its intention on the other party by October 1, by certified mail. The White Mountains Education Association shall make known to the School Board, in writing, all items relating to salaries, economic benefits, and other items and conditions of employment it wishes to negotiate at the first meeting, which will take place no later than October 15.

B. Meetings

Meetings shall be arranged by the chairman of the respective parties' negotiating committees for mutually agreeable times and places. Every effort will be made by the chairman of each negotiating committee to meet after the business hours of the school board members and teachers.

C. Information

Facts, opinions, proposals, and counter-proposals shall be exchanged freely and in good faith in accordance with RSA 273-A:3 I, as amended in "New Hampshire Education Laws" during the meeting or meetings between the representatives of the parties in an effort to reach mutual understanding and agreement. Upon request, the School Board will make available to the White Mountains Education Association for inspection, all information which is a matter of public record and which is pertinent to the negotiations in question. The White Mountains Education Association may request through the superintendent, copies of the above information which will be provided to the White Mountains Education Association by the first workday of school at the cost of duplicating said information.

D. Agreements

Agreements on any item or proposal shall be tentative and binding on neither party until all matters to be considered for a given contract period have been agreed to, reduced to writing, and ratified by a majority vote by the full membership of the Association and the School Board. Rejection of any item or proposal by either body shall be cause for reopening of negotiations. Upon ratification, this Agreement shall be signed by the chairman of the School Board and the Association's negotiating committees.

Implementation of any negotiated item involving district funds shall be subject to the raising and appropriating of sufficient funds by the voters of the district in accordance with RSA 273-A:311 as amended in the "New Hampshire Education Laws".

E. Impasse Resolution

If the School Board and the Association have not come to at least a tentative agreement on all terms and proposals before them by the first Friday of December, a neutral party, chosen by the parties, or failing agreement, appointed by the State Public Employees Labor Relations Board, shall undertake to mediate the issues remaining in dispute. The mediator will meet with both parties, either jointly or separately, and will take such steps deemed appropriate to affect a mutually acceptable agreement. Every effort will be made by the chairman of the

School Board's negotiating committee and the chairman of the White Mountains Education Association's negotiating committee to meet with the mediator after business hours of the school board members and teachers for the purpose of resolving the conflict.

- F. If the mediation does not result in an agreement by the third Friday of December, either party may, by written notification to the other, request that their differences be submitted to fact finding. If the parties are unable to agree upon a fact finder, either party may request that the PELRB designate a fact finder. The fact finder will not, without the consent of both parties, be the same person who was appointed mediator pursuant to Paragraph E of this article.

The fact finder will meet with the parties or their representatives or both, either jointly or separately, make investigations, inquiries, hold hearings, or take such other steps deemed appropriate. Any such hearings will be held in closed session. If the dispute is not resolved, the fact finder shall make findings of fact and recommend terms of settlement regarding the disputed matters submitted. Said recommendations will be advisory only, and shall be made within thirty days of their appointment. The fact finder or either party may make such findings and recommendations public ten days after receipt of the fact finder's report. If either of the negotiating teams rejects the fact finder's recommendations, such findings and recommendations shall be submitted to the full membership of the School Board and the White Mountains Education Association, which shall vote to accept or reject the recommendations.

- G. If either the full membership of the School Board or the White Mountains Education Association rejects the neutral parties' recommendations, the findings and recommendations shall be submitted to the voters of the White Mountains Regional School District at its District Annual Meeting, who shall vote to accept or reject the recommendations. If impasse on the items in question is not resolved by a vote of the district at its Annual Meeting, negotiations on these

shall be reopened. Mediation may be requested by either the School Board or the Association, and may involve the full membership of the School Board if the mediator so chooses. The School Board and Association agree to share equally in all costs of mediation and fact-finding. The parties, moreover, agree that impasse resolution procedures shall not be invoked prematurely or for trivial reasons.

- H. Nothing in this article shall be construed to prohibit the White Mountains Education Association and the School Board from reaching agreement at any time between declaring impasse and budget submission. It is agreed that any agreement entered into by the School Board's negotiating committee is subject to ratification by the School Board and the White Mountains Education Association. If the school district does not fund the cost item warrant article as submitted, the negotiations will resume.

ARTICLE III - MEDICAL/DENTAL INSURANCE:

Medical Insurance:

The current health insurance coverage will be the School Care health insurance program or equivalent program by mutual agreement between the parties. Responses to possible insurance carrier changes must be presented in writing and must be responded to within seven business days. All plans (Open Access, HMO and POS) shall be available at the option of the individual bargaining unit member. The following contributions apply:

	<u>Year 1</u>	<u>Year 2</u>
Single	5%	10%
Two-Person	5%	10%
Family	5%	10%

Employees who do not take a health insurance plan in their name will receive \$2,000.

The employee shall notify the superintendent of his/her intent of continuing health insurance during the leave prior to actually going on a leave of absence.

Dental Insurance:

The district shall make available CIGNA dental insurance for single coverage with the following plan structure:

1.	Coverage A	Diagnostic and Preventative Care	100%
2.	Coverage B	Basic Restorative Care	80%
3.	Coverage C	Major Restorative Care	50%
4.	Coverage D	Orthodontia	50%

The maximum amount that the plan pays per year is \$1,000 per person. Coverage D has a separate \$1,500 lifetime maximum for each eligible person.

Additional coverage for two-person or family coverage may be purchased at the employee's expense.

ARTICLE IV - LIFE/DISABILITY INSURANCE:

The School Board will pay 100% of an insurance package which will include \$35,000 Life Insurance; \$35,000 Accidental Death Benefit; Dismemberment and Loss of Sight Insurance (twenty-four hour coverage). Amounts will be reduced 50% beginning at age 65.

Monthly disability insurance will be equivalent to 2/3 of monthly earnings, up to \$3,500 per month. Maximum duration of payment is five years. For accidents and/or sickness, benefits begin on the 90th workday, or after accumulated sick leave is exhausted, whichever is greater. Selection of an insurance carrier will be at the sole discretion of the School Board.

ARTICLE V - BEREAVEMENT LEAVE:

Pay shall not be deducted for absences related to death in the immediate family, as defined below. Such paid absence shall not exceed five (5) consecutive calendar days at any one time for the death for a mother, father, brother, sister, child, or spouse unless, because of unusual circumstances, the superintendent and/or the School Board may extend the period. The paid absence shall not exceed three (3) consecutive calendar days at any one time for the death of a son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren. The paid absence shall not exceed one (1) workday for the death of grandparents-in-law, and may include, subject to the sole discretion of the superintendent, other persons with whom an employee has a particularly close personal relationship.

ARTICLE VI - OTHER LEAVE:

National Guard or reserve unit members shall be entitled to pay differential and continued benefits for annual training or active duty except on dates on which school is not in session.

Bargaining unit members on jury duty shall be entitled to pay differential and continued benefits while fulfilling this duty. Following receipt of payment from the court, the person on jury duty will submit payment to the school district in an amount equal to the stipend but excluding reimbursement for expenses.

ARTICLE VII - PERSONAL AND SICK LEAVE:

Twelve (12) paid sick days per year, accumulative to ninety (90) days. Three (3) personal days per year (non-accumulative), one without a reason and two with a reason provided. Notification must be given twenty four (24) hours prior to the taking of the personal leave, except in emergencies, with approval of the building administrator or the superintendent. Personal leave shall not be used to extend vacation time, except with the approval of the superintendent.

A physician's or osteopath's certificate of health, or of any illness, may be required after an absence of five (5) consecutive days, or if the superintendent feels there is an abuse of the sick leave policy. Failure to present a certificate when requested may mean that the employee will not be allowed to work or that his/her pay will be withheld pending compliance. Pregnancy, childbirth, and complications resulting therefrom shall be treated in accordance with applicable state and/or federal law.

Sick leave may be taken for a spouse, parent or minor children for whom the employee is legally responsible.

Shared Sick Leave:

A shared sick leave policy will be established for the benefit of those professional employees whose accumulated sick leave for illness becomes exhausted.

Any teacher wishing to contribute sick leave to a recipient teacher must make their request in writing to the Sick Leave Committee. Any employee who has accumulated more than ten days of sick leave is eligible to share days with another employee. An employee may not donate more leave than he or she could earn in one year. Additionally, the amount donated must not reduce the donor's sick leave balance below one-half of what that person can earn in the year.

Any teacher requesting shared leave must submit a written request to the Sick Leave Committee including a doctor's statement indicating the nature of the illness and the projected amount of time needed for sick leave. The recipient teacher must have exhausted all available sick leave and have been ill for at least five consecutive days. Five-day period may be waived by Sick Leave Committee.

The sick bank will be administered by a committee of three members of the association appointed by the president. This committee will promptly notify the office of the superintendent in writing of any benefits duly approved by the committee, such days will be deducted from the contributing employee and added to the recipient's number of sick days.

The superintendent may reject the request for shared sick leave and return the request to the committee if the request does not comply with the tenets of this article. Shared leave may not exceed 90 days.

ARTICLE VIII – WELLNESS:

Any employee who has Point of Service or Indemnity insurance coverage and who has accumulated 90 days of unused leave, and who attains perfect attendance through the end of the school year, shall be reimbursed the amount of their co-payment. Absence for professional leave, personal leave, bereavement leave, or for religious holidays will not be considered absences for the purpose of this section.

Any employee who has HMO insurance coverage and who has accumulated 90 days of unused leave, and who attains perfect attendance shall receive \$50 per day up to twelve (12) days, annually.

Any employee who does not participate in a health insurance program or who has not accumulated 90 days and who has attained perfect attendance shall receive \$100.

ARTICLE IX - PROFESSIONAL LEAVE/GROWTH/REIMBURSEMENT:

- A. Professional leave shall be granted, at the sole discretion of the superintendent, for purposes of professional employee growth and for carrying out school functions. Examples of professional leave are school visitations, conferences which pertain to the employee's subject area, educational trips, receiving a degree, and professional examinations. Such absences shall not exceed three (3) days in any school year unless, because of unusual circumstances, the superintendent and/or the School Board shall extend the period.
- B. Reimbursement will be paid for the following expenses if incurred while taking professional leave:

Meals: \$50.00 per day; receipted bills required; no liquor allowed.

Mileage: Current IRS mileage rate for any trip.

Over 500 Mile Radius: Reimbursement and mode of travel is determined by the participant and superintendent. It is expected that car pooling will be done insofar as possible.

Note: The superintendent shall review the above expenses and may approve a larger reimbursement.

Lodging: Allowance up to lodging available at meeting site; receipts required.

Other Expenses (registration fees, dues, etc.): Allowable if a necessary prerequisite of conference; receipts required.

Request of Leave: Forms will be prepared by the participant showing estimated expenses for the approval of the building principal, who will submit them to the superintendent for final approval.

Request for Reimbursement: Forms with receipted bills will be submitted to the building principal for approval, and then to the superintendent/designee for approval, payment, and disbursement, upon return from the conference.

- C. Members of the bargaining unit shall be reimbursed up to the current UNH credit hour rate for registration and tuition fees only for up to twelve (12) graduate and/or undergraduate credits per fiscal year taken pursuant to a staff development program or degree. Reimbursement will be paid only for a course approved in advance by the superintendent or the superintendent's designee and only upon satisfactory completion of that course with a minimum grade of B or its university approved equivalent.

The Board shall allocate a total of \$41,000 for contract year 2012-2013 and then \$4,000 more per contract year for the term of the contract. If these funds are insufficient to cover the costs, individual reimbursement to unit members shall be prorated. Initially the allocation shall be set at 25% each for the summer, fall, winter and spring terms.

If there is a balance in the total account at the end of each fiscal year, prorated reimbursements authorized earlier will be supplemented up to the limit of the allocation. If there is still a balance remaining after all courses have been reimbursed up to the full UNH rate per credit hour, then the remaining funds will be proportionally divided between those who are not yet fully reimbursed up to the full cost per credit.

To qualify for reimbursement, the bargaining unit member must submit written application by May 20 for courses to be taken in the summer term, by September 1 for courses to be taken in the fall term, by December 10 for courses to be taken in the winter term, and by January 10 for courses to be taken in the spring term. Decisions concerning course approval and the amount of reimbursement authorized will be made by the superintendent or the superintendent's designee within fifteen (15) days following each of these dates. If the application deadline is missed, any reimbursement which is authorized will be taken from the allocation for the following term.

Reimbursement will be made within forty-five (45) days following the individual's submission to the Superintendent's Office of satisfactory completion of a course and proof of payment for registration and tuition fees for the course.

ARTICLE X - VOLUNTARY DUES DEDUCTIONS:

The Board agrees to deduct from the salaries of its employees, dues for membership in the White Mountains Education Association, the NEA-NH Association, and National Education Association, as said employees voluntarily authorize the Board to deduct and to transmit the monies promptly to the White Mountains Education Association. Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form on or before November 1st. Those who choose continuing deductions shall be required to submit the appropriate form and the district shall place the form on file.

ARTICLE XI - JURISDICTION AND AUTHORITY OF THE BOARD:

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over all matters of policy and retains the unrestrictive right (a) to direct and manage all activities of the school district; (b) to direct the work of their employees; (c) to hire, promote, and to suspend all employees; (d) to maintain the efficiency of the school district's operations entrusted to them; (e) to relieve employees from duties because of lack of work or for other legitimate reasons; (f) to determine the methods, means, and personnel by which the operations of the schools are to be conducted; (g) to take any actions as may be necessary or desirable to carry out the mission of the White Mountains Regional School District in emergencies; and (h) to adopt and implement any rule or regulation concerning employee practices or working conditions, provided it does not conflict or violate any terms of this Agreement or RSA 273-A.

ARTICLE XII - FAIR TREATMENT:

No employee shall be disciplined without receiving a supportive statement of fact for said disciplinary action. Information forming the basis for disciplinary action shall be available to the employee and/or his/her designee. Inasmuch as possible, a letter or warning will be sent to the employee before disciplinary action is taken. The employee shall be provided with an opportunity to read and sign this letter prior to placing it in his/her personnel file. His/her signature does not indicate that he/she agrees with it. The Association and the School Board agree that there are circumstances when no written warning or letter is necessary prior to disciplinary action being taken. An employee may submit a response in writing and have it attached to the written warning or letter to be placed in his/her personnel file.

The parties agree that discipline should normally be progressive and corrective in nature.

ARTICLE XIII - PARENT/TEACHER CONFERENCES:

The Association and the School Board recognizes the importance and the value of parent/teacher conferences for the education of students. The Association and the School Board agree that every effort will be made to accommodate parent schedules to enable teachers to meet and discuss a child's progress in school. To this end, a minimum of two (2) parent/teacher conferences will be held, with one (1) scheduled each semester, included within the work year.

ARTICLE XIV - EMPLOYEE EVALUATION:

The parties recognize the importance and value of a procedure for assisting in evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving instruction. Therefore, to this end, the following procedures have been agreed to in an effort to accomplish this goal.

A. New Teachers (Non-Tenured)

Both parties recognize the responsibility to assist new teachers. During the first three weeks of school, the White Mountains Regional School Board, through its principals, shall orient all new teachers regarding evaluative procedures and School Board policies. All monitoring or observation of the performance of a teacher shall be conducted openly. All new (non-tenured) teachers shall be formally observed for the purpose of evaluation at least two (2) times during the school year. Whenever the building principal or superintendent feels more or fewer visits are necessary, he/she has the right to exercise this discretion.

B. Non-Probationary Teachers (Tenured)

All tenured teachers shall be observed for the purpose of evaluation at least once during the school year. Whenever the building principal or the superintendent feels more visits are necessary, he/she has the right to exercise this discretion.

A written observation report shall be presented to the employee within ten (10) calendar days of an observation. A conference may be requested by either the supervisor or the employee and must occur within seven (7) calendar days after the request is made, unless mutually agreed otherwise. The employee must sign and return the observation report within ten (10) calendar days of receiving it. Signature only indicates that the observation report has been read, and does not necessarily denote agreement with the content of the report. If the form is not returned within ten (10) calendar days, then the form is considered accepted. If the employee wishes to attach any additional information, it must be included with the returned, signed observation form. The returned form along with any addenda will be copied in triplicate, one copy to the employee, one copy to the supervisor, and one copy to the Superintendent's Office.

A yearly evaluation report will be presented to all employees by their supervisor at least ten (10) calendar days prior to nomination by the superintendent. This evaluation will be a compilation of reports, observations, and/or memoranda made by the principal, assistant principal or designated administrator. Any information that may be detrimental to an employee's evaluation status must have been presented to the employee in writing at least thirty (30) calendar days prior to the presentation of the evaluation report for a letter "b" recommendation or January 5th for a "c" or "d" recommendation (below). This evaluation report must have one of the following recommendations to the superintendent:

- a) Recommended for continued employment with scheduled increment.
- b) Recommended for continued employment with improvement plan, with scheduled increment.
- c) Recommended for continued employment with improvement plan (no scheduled increment).
- d) Not recommended for continued employment.

The employee must sign a form at the time the evaluation report is delivered to indicate that it has been received.

If an employee receives a "b" or "c" evaluation, the supervisor may require the

employee to develop an improvement plan to address the areas of need. Within twenty (20) calendar days, the supervisor will communicate the following in writing: a) specific areas in need of improvement, b) available support to help address the identified needs, c) how and when improvements will be measured and evaluated, and d) possible consequences for failure to improve. Within twenty (20) calendar days of receiving this, the employee will respond to the supervisor with their specific plan for improvement. A teacher must be given notice that there is a possibility that they could be placed on an improvement plan. If they are placed on an improvement plan, the plan must be specific and reasonable. The plan shall prescribe: how the teacher can demonstrate results, how the evaluator will measure results, and how much improvement is enough. An in-district WMEA representative chosen by the teacher be present at every evaluation conference during this process.

ARTICLE XV – RETIREMENT:

A. Three-Year Notification

A teacher in the White Mountains Regional School District will receive, in addition to his/her regular contractual remuneration according to Schedule A of this Agreement, an additional \$4,000 per year for up to each of the last three (3) years of service upon written request to the superintendent of schools of his/her intent to retire. The notification shall take place no later than June 30th of the year prior to participation. The teacher would receive \$12,000 for three years' notice, \$8,000 for two years' notice, and \$4,000 for one years' notice. The notification to the superintendent of the intended retirement date will be final and binding upon the teacher. Participation in part A precludes participation in part B.

A teacher who intends to take advantage of this section must first meet the following qualifications:

1. The teacher must have accrued a minimum of ten (10) years of full-time teaching experience in the White Mountains Regional School District by the date of retirement; and
2. Either of the following criteria must apply by the date of retirement:
 - a. The teacher must have twenty (20) years total full-time teaching experience; or
 - b. The teacher must reach fifty-five (55) years of age.

The above benefits will not be retroactive.

B. Early Retirement Stipend

Notification shall take place no later than November 1st of the final year of service. The notification to the superintendent of the intended retirement date will be final and binding upon both parties. Participation in part B precludes participation in part A.

1. Eligibility

- a. Teacher must be at least 50, but not over 58 years of age, and must not be participating in part A;
- b. Teacher must have a minimum of ten years experience as a full-time teacher at WMRSD;

2. Amount of Early Retirement Stipend

- a. Base amount of stipend is \$15,500.00;

3. Deductions from Early Retirement Stipend:

- a. The ERS shall be considered wages;
- b. The school district shall pay all normal payroll contributions on the ERS;
- c. The teacher shall pay all normal payroll deductions on the amount of the ERS. The Early Retirement Stipend shall be paid to the teacher seventy-five (75) days after June 30, in the year in which they retire as allowed in Section (d) below.
- d. Notwithstanding any other provision of this agreement, payment to an employee under this section shall be delayed until at least 120 days after the employee's retirement in such amount as is necessary to prevent the school district from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.

- C. The School Board may choose to rescind an early retirement request on a non-precedent setting basis, and the decision of the School Board shall be non-grievable, final and binding.

ARTICLE XVI - REDUCTION IN FORCE: *(See Memorandum of Understanding-Page 30)*

When the School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reductions, change in or consolidation of board authorized programs, or for any other reason determined necessary or desirable by the School Board, the following factors will be utilized to determine which personnel will be laid-off:

Departments are defined as follows: K-8, 9-12. In secondary levels, departments will be defined by subject matter.

All teachers who have not taught for the immediate preceding three (3) consecutive years shall be the first teachers laid-off.

- A. If one or more teachers in a department receive comparable evaluations (not exact), then the teacher with the least seniority will be laid-off. For purposes of this procedure, only the last three (3) years' evaluations will be utilized.
- B. In cases where there is a wide discrepancy of ability based on evaluations, then the teacher with the least favorable evaluation will be laid-off.
- C. If a teacher is laid-off under this procedure, said teacher shall retain recall rights for a period of one (1) year, through June 30th of the year following his/her lay-off. The personnel file of the teacher laid-off due to economic reasons, including declining enrollment, shall indicate that such was the reason for the lay-off.

ARTICLE XVII - CHILDREARING LEAVE:

It is agreed that the district shall grant childrearing leave to all employees who qualify under the following provisions:

- A. Except in cases of emergency, childrearing leave must be requested in writing by the applicant at least thirty (30) calendar days prior to the date the leave is to commence.
- B. All personal benefits accrued, including seniority, will be retained during childrearing leave, unless the person concerned does not renew her employment as required below. Upon return from childrearing leave, the leave recipient shall be placed in the same position on the salary schedule as she would have been had her employment in the district been continuous during the period represented by the leave.
- C. Childrearing leave will be granted for a period not to exceed one (1) year. The request for such a leave must include the length of time desired. Leave time granted will be determined by the School Board upon recommendation of the principal through the superintendent. However, this period may be extended at the sole discretion of the School Board, upon receiving written request by the leave recipient's physician, or to preserve continuity of instruction by having the

leave recipient renew her employment at the commencement of a school semester or quarter. An employee must notify the superintendent through the principal of her intent to return or not return by March 15, preceding the beginning of the school year.

- D. The district will have discharged its entire responsibility under this policy by offering reemployment to the leave recipient within the time limits established in (C) above.
- E. Reemployment will be guaranteed no later than the expiration date of the leave granted, unless extended by the School Board as noted in (C) above.

All childrearing leaves will be granted without pay.

The employee shall notify the superintendent of her intent of continuing health insurance during the leave prior to actually going on childrearing leave. An employee may continue her health insurance at her expense (group rate). The premium must be paid to the Superintendent's Office by the 18th of the month prior to the month of coverage (payment in advance). An employee returning to the district shall be reimbursed for the school district's percentage (%) of health insurance contribution, after the completion of two (2) full years of employment with the school district.

An employee shall be granted up to one (1) year unpaid leave of absence for the purpose of adopting a child, provided that, as a requirement for adoption, a person must be at home with the child.

ARTICLE XVIII - WORK YEAR/WORK DAYS:

The work year under this Agreement shall begin not earlier than the 4th Monday in August and shall end no later than June 30th of the following year.

The work year shall be 185 days. No more than two consecutive days of professional development shall be scheduled.

ARTICLE XIX- ASSOCIATION BUSINESS:

Up to five (5) days leave, noncumulative per year, without loss of pay or benefits, shall be granted to Association representatives for attendance at any of the following: The NEA-NH Delegate Assembly, a NEA-NH workshop, a NEA workshop. This leave shall be granted for these functions only.

The building principal shall be notified at least ten (10) workdays prior to the leave date, in writing, and as to the date and reason for the leave. No more than two (2) Association representatives shall be absent on the same date from the same building.

If substitute is required for Association representative(s) to attend Association business, the Association will reimburse the school district at appropriate rate.

At the conclusion of school-wide faculty meetings, the building principal/designee will announce that the Association will be granted five (5) minutes time for making general announcements. Faculty members/employees shall not be required to remain in attendance.

ARTICLE XX - CONVENTION DAY:

Teachers will have the option of attending the State Instructional Convention or the Regional Workshop Day as one of the required contract days.

ARTICLE XXI – DEPARTMENT HEAD/LEAD TEACHER:

To be paid one percent (1.0%) of the base salary on the teachers' schedule plus one-half of one percent (0.5%) of that base salary per teacher assigned to his/her department team, not to include him/herself. Minimum reimbursement shall be two percent (2.0%) of that base salary.

ARTICLE XXII - HIRING, PLACEMENT AND SUPPLEMENTARY PAY FOR TEACHERS:

- A. A policy of hiring and retaining teachers with degrees will be followed, insofar as possible, in order to enhance the productivity of the educational staff. No non-degree teacher will be hired, except qualified vocational instructors.
- B. A single salary schedule for all classroom teachers is adopted.
- C. No teacher is to be given a scheduled increment without definite recommendation from one or more of the following: principal, assistant superintendent, superintendent.
- D. Any new teacher hired by the district, who may have continuous teaching experience outside the district in a certified public school, may be eligible for advanced placement on the salary schedule. Other teaching and related work experience may also be considered towards initial placement of a person on the

salary schedule. Once a person is hired and placed on step, that shall be their true step, and further placement on the salary schedule will be strictly in accordance with the provisions of this Agreement. No newly hired bargaining unit member shall be placed on a higher step than a currently employed bargaining unit member with equal years of experience.

- E. A Teacher who will not be rehired will be notified by April 15th of the current year as provided in RSA 189:14. A teacher who will not receive a regularly scheduled salary increment will be notified by the same date.

Teachers will be given written notice of their tentative assignment for the succeeding year no later than May 15th (or the next work day thereafter), except under extenuating circumstances.

- F. All teachers shall be provided with an opportunity to have a duty-free lunch period. This time is to be arranged between each teacher and the building principal.
- G. Differential for Professional Staff Other Than as Classroom Teachers: Additional or summer employment is negotiable with the School Board.
- H. A stipend of \$1,500.00 will be added to the base salary of any teacher employed prior to June 30, 1987, and who has been placed on the B+36/M track. Applications will only be accepted from those teachers who made notification by January 1, 1987, as required in the current Agreement.
- I. A stipend of \$2,500.00 will be added to the base salary of any teacher employed prior to June 30, 1987, who has earned 36 graduate credits in the area in which they are employed or a related area. Applications for stipend must be submitted no later than June 30, 1987, and only graduate credits earned by that date can be applied. The superintendent reserves the right to determine relevancy.
- J. All employees as defined in Article I shall receive the following yearly longevity stipend for uninterrupted service in the district.

<u>Years</u>	<u>Stipend</u>
Beginning with 11 to 14	\$ 600
15 to 19	\$ 800
20 to 24	\$1,000
25 to 29	\$1,200
30 or more years	\$1,400

This benefit shall not be retroactive.

- K. Teacher(s) that are designated and approved by the Board to be mentors shall receive an annual stipend of \$500.00 per teacher mentored.

ARTICLE XXIII – POSTING OF TEACHER JOB OPENINGS:

When a vacancy exists, and the School Board has made the determination to fill the vacancy, the SAU 36 website will release the official announcement through district-wide e-mail. Employees who are interested in being considered for vacancies announced must notify the Administrative Assistant to the Superintendent at the Central Office, in writing, of their interest in applying for a vacancy, within the guidelines and time-frame stated in the official announcement.

ARTICLE XXIV - DURATION:

This Agreement shall be effective as of July 1, 2012, and shall continue in effect until June 30, 2014, subject to the Association's rights to negotiate over a successor Agreement as provided in Article II of this Agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall be automatically renewed and remain in full force and effect unless either party notifies the other of its intent to terminate or modify the terms of this Agreement.

ARTICLE XXV - GENERAL PROVISIONS:

- A. This Agreement may be altered, changed, added to, or deleted from, or otherwise modified only through the mutual consent of the School Board and Association in written and signed amendment to this Agreement.
- B. Any individual contract between the School Board and an employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract subsequently executed contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- C. The provisions of this Agreement, and any amendments or appendages thereto, shall supersede those of all pre-existing School Board and Association agreements dealing with the subject matter contained herein.
- D. Any other agreements negotiated, ratified, and signed by the School Board and the Association or the designated representatives of the parties in accordance with the procedures herein specified, shall be appended to this Agreement and become a part thereof.

- E. Each employee shall be provided with a copy of this Agreement and any amendments or appendages thereto at the time of issuances of individual contracts to employees.

ARTICLE XXVI - SAVINGS CLAUSE:

- A. If any provisions of this Agreement are, or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall be contrary to the law, the parties shall meet under mutually agreeable conditions to discuss appropriate replacement language. All other provisions of this Agreement shall continue in effect.
- C. The terms and conditions of this Agreement shall not be modified, amended or altered in any way, unless made in writing and signed by both parties.
- D. Except as this Agreement shall otherwise provide, all terms and conditions as dictated by School Board policy applicable as of the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

ARTICLE XXVII - GRIEVANCE PROCEDURES:

- A. "Grievance" means an alleged violation, misinterpretation, or misapplication with respect to one or more members in the bargaining units as defined in Article I of the Association or any provisions of this Agreement. Only claims based on interpretation, meaning an application of any provisions of this Agreement, shall be construed grievances under this article. A grievance to be considered under this article must be initiated within twenty calendar days of its occurrence. A grievance may be started at the level of occurrence, but in no case shall it be started higher than the level of the superintendent.
- B. Level I - Principal
The grievant shall discuss the matter with his/her immediate supervisor, with the aim of resolving the grievance informally at that level. If the grievance is not resolved, or if no decision is forthcoming from the supervisor within seven (7) days, the grievant may reduce the grievance to writing, detailing the nature thereof, any action taken thus far regarding it, his/her reasons for pursuing it further, and submit his/her appeal to the proper building principal within seven (7) calendar days; otherwise, the grievance shall be considered withdrawn. The

building principal shall meet with the grievant to seek resolution of the grievance within seven (7) calendar days of receipt of the written appeal and shall convey his decision in writing to the grievant within seven (7) days thereafter.

C. Level II - Superintendent

If the grievance remains unresolved, or if no written decision is forthcoming from the building principal, the grievant may, within seven (7) calendar days of such time as he or she did or should have received a written decision from the building principal, appeal the grievance to the superintendent of schools; otherwise, the grievance shall be considered withdrawn. This appeal shall be in writing, presenting all particulars regarding the grievance, as outlined in Level I, and shall have appended copies of all correspondence and other documents relative to the grievance. The superintendent shall meet with the grievant within seven (7) calendar days of receiving the appeal and a further attempt to resolve the grievance, and shall convey his/her decision, in writing, to the grievant within seven (7) calendar days of receiving the appeal and a further attempt to resolve the grievance, and shall convey his/her decision, in writing, to the grievant within seven (7) calendar days thereafter, with copies provided to both the building principal and supervisor.

D. Level III - School Board

If the grievance still remains unresolved, or if no decision is forthcoming from the superintendent, the grievant may, within seven (7) calendar days of such time as he/she did or should have received a written decision from the superintendent, appeal the grievance to the School Board. This appeal shall be in writing, present all particulars regarding the grievance to date, have appended all correspondence or documents relating thereto, and be sent to the chairperson of the School Board. The School Board, no later than its second regularly scheduled meeting after receiving the appeal, shall review the grievance with all concerned parties. Within fourteen (14) calendar days thereafter, the School Board chairperson shall notify the grievant and all concerned parties of the School Board's decision in writing through the superintendent of schools.

E. If the employee or the Association is not satisfied with the decision of the School Board, then the employee or the Association may take whatever action they may deem appropriate.

F. General Provisions

A grievant shall be entitled to Association representation at any and all levels of the grievance procedure as herein provided. The School Board and the Association shall assure that all parties involved in the processing of the grievance shall be guaranteed freedom from restraint, coercion, reprisals, or discrimination thereto.

The parties shall seek to make the processing of the grievance as informal, rapid, and confidential as lawfully possible. Insofar as possible, processing of grievances shall be done other than during regular school hours. No cost incurred by the grievant, or any of his/her chosen representatives in pursuing a grievance shall be borne by the district, except as the School Board, at its sole discretion, may agree to assume, or as may be ordered by a higher authority of proper jurisdiction as a result of legal proceeding.

**WHITE MOUNTAINS REGIONAL SCHOOL DISTRICT
SALARY SCHEDULE**

Teachers

2012-2013

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0	\$28,850	\$31,840
1	\$29,192	\$32,217
2	\$29,893	\$32,990
3	\$30,820	\$33,798
4	\$31,813	\$34,791
5	\$32,805	\$35,783
6	\$33,798	\$36,776
7	\$34,791	\$37,769
8	\$35,784	\$38,762
9	\$36,777	\$39,755
10	\$37,769	\$40,747
11	\$38,762	\$41,740
12	\$39,755	\$42,733

- ** Employees above Step 12 (OS) shall receive 2.0% over their 2011-2012 salary.
- *** Employees on Step 12 previous year also receive 2.0% above their 2011-2012 salary.

Tracks – Any teacher who completes 75 hours of work, outside of work hours, directly related to district initiatives/direction and approved by the District Leadership Team (DLT), and receiving no other remuneration, shall receive a \$500 track payment in the year following completion. Any teacher who completes 150 hours of work in subsequent years under the same conditions as above, will receive a track change equal to \$1,000. A teacher may earn up to 5 track changes in their career. The District will offer a minimum of 200 hours of workshop hours per year that qualify for credit for track changes.

**WHITE MOUNTAINS REGIONAL SCHOOL DISTRICT
SALARY SCHEDULE**

Teachers

2013-2014

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0	\$29,139	\$32,158
1	\$29,484	\$32,539
2	\$30,192	\$33,320
3	\$31,128	\$34,136
4	\$32,131	\$35,139
5	\$33,133	\$36,141
6	\$34,136	\$37,144
7	\$35,139	\$38,147
8	\$36,142	\$39,150
9	\$37,145	\$40,153
10	\$38,147	\$41,154
11	\$39,150	\$42,157
12	\$40,153	\$43,160

** Employees above Step 12 (OS) shall receive 2.0% over their 2012-2013 salary.

*** Employees on Step 12 previous year also receive 2.0% above their 2012-2013 salary.

Tracks – Any teacher who completes 75 hours of work, outside of work hours, directly related to district initiatives/direction and approved by the District Leadership Team (DLT), and receiving no other remuneration, shall receive a \$500 track payment in the year following completion. Any teacher who completes 150 hours of work in subsequent years under the same conditions as above, will receive a track change equal to \$1,000. A teacher may earn up to 5 track changes in their career. The District will offer a minimum of 200 hours of workshop hours per year that qualify for credit for track changes.

SALARY INCENTIVE BY BUILDING

Fall 2011 NECAP indexes in reading and math will be used to determine the change in student achievement and any salary incentive for the 2012-13 school year.

The salary incentive will be known in February/March 2012 when the NECAP results are known. In year two, 2013-14, the salary incentive will be based on the 2012 fall NECAP test results and will be known in February/March 2013 when the NECAP results are known.

The base-line average of NECAP indexes is calculated for 2007-2011 for each school on Table #1 in reading and math, though the high school is based on 2008-2011.

In the second year of the contract, the same gains are required from the base-line or from the new higher index if it exceeded the initial base-line index of 2011. The index cannot go down and be used as a base-line for a subsequent year.

If the assessment changes from the NECAP prior to the end of this contract, the new measure will be used if it is determined valid for continued use with this achievement gains model. If not, a new achievement measure would be agreed to or a standard (percentage) salary measurement would be established until the new assessment could be used.

SCHOOL		2007	2008	2009	2010	2011	Base-line
HS	R	X	89	89.5	81.9	92.3	87.9
	M	X	59.1	62.4	56	69	61.6
LES	R	87.2	87.4	89.3	89.7	93.6	89.4
	M	80.9	81.3	84.9	81.9	88.3	83.5
WES	R	86.4	82.9	86.8	84.5	91.3	86.3
	M	83.1	78.9	83.2	81.1	88.3	82.9
JES	R	87.2	93.6	88.3	87.6	91.4	89.6
	M	80.9	87.7	83.9	80.0	87.1	83.9

Gain = The average of the change in the reading and math indexes from their respective base-lines for that year.

Example (second year): The reading score at school A increases 1.8% and the math score increases 1.3%. The average increase would 1.55%.

The teachers at school A would receive a salary incentive of 1.55% in addition to their salary from the salary schedule.

The maximum salary incentive in the first year is 1%, and in the second year the maximum is 2%. This incentive amount is added to the teachers' wages and is carried forward into the next school year.

**CO-CURRICULAR SALARY SCHEDULE
2012-2013**

SCHEDULE 1

<u>Varsity</u>		<u>Junior Varsity/HS-Team</u>	
Salary	Index	Salary	Index
\$3029	0.105	\$1,875	0.065

The following sports are included in Schedule 1:
Field Hockey, Soccer (B-V/JV), Soccer (G-V/JV), Cross Country, Skiing, Softball,
Baseball, Track, Golf, & Cheerleading.

.....
SCHEDULE 2

<u>Varsity</u>		<u>Junior Varsity/HS-Team</u>	
Salary	Index	Salary	Index
\$3,318	0.115	\$2,164	0.075

The following sports are included in Schedule 2:
Wrestling, Boys Basketball, Girls Basketball.

.....
SCHEDULE 3

<u>Junior High</u>	
Salary	Index
\$1,731	0.06

The following sports are included in Schedule 3:
Field Hockey, Soccer (G&B), Softball, Baseball, Track, Cheerleading.

.....
SCHEDULE 4

<u>Junior High</u>	
Salary	Index
\$1,875	0.065

The following sports are included in Schedule 4:
Wrestling, Boys Basketball, Girls Basketball.

.....
SCHEDULE 5

<u>Position</u>	<u>Salary</u>	<u>Index</u>
Elementary Soccer	\$721	0.025
Elementary Basketball	\$721	0.025
Intramurals (Elem/HS)	\$577	0.020

Note: Index system of the base salary (\$28,850).

**CO-CURRICULAR SALARY SCHEDULE
2013-2014**

SCHEDULE 1

<u>Varsity</u>		<u>Junior Varsity/HS-Team</u>	
Salary	Index	Salary	Index
\$3060	0.105	\$1,894	0.065

The following sports are included in Schedule 1:
Field Hockey, Soccer (B-V/JV), Soccer (G-V/JV), Cross Country, Skiing, Softball,
Baseball, Track, Golf, & Cheerleading.

SCHEDULE 2

<u>Varsity</u>		<u>Junior Varsity/HS-Team</u>	
Salary	Index	Salary	Index
\$3,351	0.115	\$2,185	0.075

The following sports are included in Schedule 2:
Wrestling, Boys Basketball, Girls Basketball.

SCHEDULE 3

<u>Junior High</u>	
Salary	Index
\$1,748	0.06

The following sports are included in Schedule 3:
Field Hockey, Soccer (G&B), Softball, Baseball, Track, Cheerleading.

SCHEDULE 4

<u>Junior High</u>	
Salary	Index
\$1,894	0.065

The following sports are included in Schedule 4:
Wrestling, Boys Basketball, Girls Basketball.

SCHEDULE 5

<u>Position</u>	<u>Salary</u>	<u>Index</u>
Elementary Soccer	\$728	0.025
Elementary Basketball	\$728	0.025
Intramurals (Elem/HS)	\$583	0.020

Note: Index system of the base salary (\$29,139).

**EXTRA-CURRICULAR SALARY SCHEDULE
2012-2013**

<u>Position</u>	<u>Level</u>	<u>Salary</u>	<u>Index</u>
Yearbook	HS	\$2,885	0.100
FFA	HS	\$2,885	0.100
Drama	HS	\$2,885	0.100
FBLA	HS	\$2,885	0.100
FCCLA	All	\$2,885	0.100
TSA	All	\$2,885	0.100
Jazz Band	HS	\$2,885	0.100
Yearbook	JH	\$2,164	0.075
Student Council	All	\$1,298	0.045
Pep Band	HS	\$1,298	0.045
National Honor Society	HS	\$1,010	0.035
National Jr. Honor Society	JH	\$1,010	0.035
Wet and Wild Env. Club	JH	\$1,010	0.035
Math Counts	JH	\$1,010	0.035
Chorus	All	\$1,010	0.035
Jazz Band	JH	\$1,010	0.035
Destination Imagination	All	\$1,010	0.035
Grade 7 Class Advisor	JH	\$ 721	0.025
Grade 8 Class Advisor	JH	\$ 721	0.025
Freshman Class Advisor	HS	\$ 721	0.025
Sophomore Class Advisor	HS	\$ 721	0.025
Junior Class Advisor	HS	\$ 721	0.025
Senior Class Advisor	HS	\$ 721	0.025

**EXTRA-CURRICULAR SALARY SCHEDULE
2013-2014**

<u>Position</u>	<u>Level</u>	<u>Salary</u>	<u>Index</u>
Yearbook	HS	\$2,914	0.100
FFA	HS	\$2,914	0.100
Drama	HS	\$2,914	0.100
FBLA	HS	\$2,914	0.100
FCCLA	All	\$2,914	0.100
TSA	All	\$2,914	0.100
Jazz Band	HS	\$2,914	0.100
Yearbook	JH	\$2,185	0.075
Student Council	All	\$1,311	0.045
Pep Band	HS	\$1,311	0.045
National Honor Society	HS	\$1,020	0.035
National Jr. Honor Society	JH	\$1,020	0.035
Wet and Wild Env. Club	JH	\$1,020	0.035
Math Counts	JH	\$1,020	0.035
Chorus	All	\$1,020	0.035
Jazz Band	JH	\$1,020	0.035
Destination Imagination	All	\$1,020	0.035
Grade 7 Class Advisor	JH	\$ 728	0.025
Grade 8 Class Advisor	JH	\$ 728	0.025
Freshman Class Advisor	HS	\$ 728	0.025
Sophomore Class Advisor	HS	\$ 728	0.025
Junior Class Advisor	HS	\$ 728	0.025
Senior Class Advisor	HS	\$ 728	0.025

Memorandum of Understanding-RIF:

The parties recognize the importance of maintaining the highest level of teacher competence and performance in the total process of educating all students. A combination of factors, such as performance evaluations, experience, certifications held, and contributions to the community at-large are important to the district's philosophy of educating children. To this end, a district committee shall be formed to address reduction in force (RIF), in the manner utilized previously for teacher evaluation. The participants of the RIF Committee shall be two teachers, two administrators, WMEA Uniserv representative, district superintendent, and School Board personnel chairperson. The Committee will convene at a time mutually agreed to, but not later than April 15, 2012.