



Agreement

Between

Winchester School Board

And

Winchester Teachers' Association

July 1, 2007 to June 30, 2010

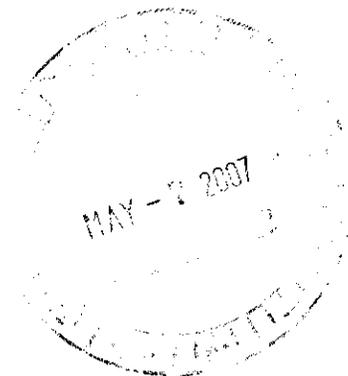


Table of Contents

| | |
|--------------------------------|----|
| Table of Contents..... | ii |
| ARTICLE I RECOGNITION | |
| 1.1..... | 2 |
| 1.2..... | 2 |
| ARTICLE II SCOPE OF AGREEMENT | |
| 2.1..... | 3 |
| 2.2..... | 3 |
| ARTICLE III ASSOCIATION RIGHTS | |
| 3.1..... | 4 |
| 3.2..... | 4 |
| 3.3..... | 4 |
| 3.4..... | 4 |
| 3.5..... | 5 |
| 3.6..... | 5 |
| 3.7..... | 5 |
| 3.8..... | 5 |
| ARTICLE IV RENEGOTIATION | |
| 4.1..... | 6 |
| 4.2..... | 6 |
| 4.3..... | 6 |
| 4.4..... | 6 |
| 4.5..... | 7 |
| 4.6..... | 7 |
| 4.7..... | 8 |
| 4.8..... | 8 |
| 4.9..... | 8 |
| 4.10..... | 8 |
| ARTICLE V TEACHER EMPLOYMENT | |
| 5.1..... | 9 |
| 5.2..... | 9 |
| 5.3..... | 9 |
| 5.4..... | 9 |
| 5.5..... | 10 |
| 5.6..... | 10 |
| 5.7..... | 10 |
| 5.8..... | 10 |
| 5.9..... | 10 |
| 5.10..... | 11 |
| ARTICLE VI TEACHER EVALUATION | |
| 6.1..... | 12 |
| 6.2..... | 12 |

| | |
|--|----|
| 6.3 | 12 |
| 6.4 | 12 |
| 6.5 | 12 |
| 6.6 | 13 |
| ARTICLE VII LEAVES OF ABSENCE | |
| 7.1 Sick Leave: | 14 |
| 7.2 Partial Year's Service: | 15 |
| 7.3 Personal Leave: | 15 |
| 7.4 Bereavement Leave: | 16 |
| 7.5 Retirement Pay Plan on Accumulated Sick Leave: | 16 |
| 7.6 Child Rearing Leave: | 17 |
| 7.7 Military Leave: | 18 |
| 7.8 Jury Duty: | 18 |
| 7.9 Professional Days: | 18 |
| 7.10 General Leaves: | 19 |
| 7.11 Leaves: Re-Employment: | 19 |
| 7.12 Sabbatical Leave: | 19 |
| ARTICLE VIII GRIEVANCE PROCEDURE | |
| 8.1 Definition: | 23 |
| 8.2 Procedure: | 23 |
| 8.3 Teacher Rights: | 25 |
| 8.4 | 26 |
| ARTICLE IX NOTICE UNDER THIS AGREEMENT | |
| 9.1 | 27 |
| 9.2 | 27 |
| ARTICLE X COMPENSATION | |
| 10.1 Salary: | 28 |
| 10.2 Deductions: | 28 |
| 10.3 Salary Schedule: | 28 |
| 10.4 | 29 |
| 10.5 Placement of salary schedule | 29 |
| 10.6 Criminal Records Check | 30 |
| 10.7 Recertification | 30 |
| 10.8 Retirement Stipend | 30 |
| ARTICLE XI INSURANCE | |
| 11.1 Medical Insurance: | 31 |
| 11.2 Dental Insurance | 32 |
| 11.3 Life Insurance and LTD Insurance: | 33 |
| 11.4 Health Insurance Reimbursement | 33 |
| ARTICLE XII MISCELLANEOUS | |
| 12.1 | 34 |
| 12.2 | 34 |
| 12.3 | 34 |

| | |
|--|----|
| ARTICLE XIII TEACHERS RIGHTS | |
| 13.1 | 35 |
| ARTICLE XIV EMPLOYEE DISCIPLINE | |
| 14.1 | 36 |
| 14.2 | 36 |
| ARTICLE XV DURATION OF AGREEMENT | 37 |
| Appendix A | |
| Salary Schedule 2007-2008 | 38 |
| Appendix B | |
| Salary Schedule 2008-2009 | 39 |
| Appendix C | 40 |
| Salary Schedule 2009-2010 | |
| Accumulated Sick Leave Incentive..... | 41 |
| Appendix E Staff Development / Tuition Reimbursement | 42 |
| Appendix F..... | |
| New Hampshire Annual Teacher Contract | 44 |
| Signature Page | 46 |

ARTICLE I

RECOGNITION

1.1

For the purpose of collective negotiations, the Board recognizes the Association as exclusive representative of the teachers, non-supervisory/teaching assistant principal, librarians, and any new employees who instruct or teach at least three-fifths (3/5) of the school day and whose position is not administrative.

1.2

The employer agrees that it will in no way discriminate against or between bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, sexual orientation or place of residence.

ARTICLE II

SCOPE OF AGREEMENT

2.1

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of managerial policy and retains the right, in accordance with applicable laws and regulations to direct and manage all activities of the School District.

2.2

The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretion, and authorities, which by law are vested in them and this Agreement, shall not be construed to limit or impair their respective statutory powers, discretion, and authorities.

ARTICLE III

ASSOCIATION RIGHTS

3.1

The Association and its representatives may use school buildings prior to the start of school and after school ends for Association business within the guidelines determined by the Building Principal. School equipment may be used by the Association on an "as available" basis with the guidelines determined by the Building Principal. However, expendable materials will be at the expense of the Association.

3.2

The Association, in cooperation with the Building Principal, shall be given time on the agenda at the end of the orientation program for teachers to explain Association activities.

3.3

The Association shall be given an opportunity at faculty meetings to present announcements to members relevant to Association matters.

3.4

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on faculty bulletin boards. The Association may use faculty mailboxes for communications to members of the bargaining unit on matters of meetings and announcements. In each instance, the Building Principal shall be notified of such communication procedure and a copy of the communication shall be given to him/her if requested.

3.5

Employees shall suffer no loss of pay in conduct of negotiations or in filing or processing of grievances under this contract, which occurs during normal working hours.

3.6

NEA Representatives shall be allowed to visit school property and see employees during the school day, provided she/he notifies the Building Administrator and there is no interruption of school activities.

3.7

During the term of this agreement, the rights set forth in this Article shall not be granted to any other bargaining agent.

3.8

The Board agrees to provide a packet of information to each new employee. The packet shall contain a summary of benefits, a copy of the Collective Bargaining Agreement, and dues deduction form as well as a school handbook if available.

ARTICLE IV
RENEGOTIATION

4.1

On or before July first (1) of the prior year in which this agreement expires, and subject to compliance with Article XII, the Association may, in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit its proposals, no later than June thirtieth (30) at a meeting with the Board or its representatives in accordance with RSA 273-A.

4.2

The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this agreement.

4.3

Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board will warn the additional monies necessary to fund a ratified and executed Agreement in accordance with the provisions of the Ballot Law as adopted by the school district voters. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If the submitted budget is rejected at the District Meeting, the parties shall reopen negotiations according to RSA 273-A.

4.4

If after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement; either party may declare an impasse. In the event of impasse, the rules

and procedures for Resolution of Disputes as outlined under RSA 272: A-12 shall be followed. The mediator will meet with the parties, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

4.5

If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his appointment, either party may, by written notification to the other, request that their differences may be submitted to fact-finding. Within five (5) days after receipt of the aforementioned written request, either party may request the Public Employee Labor Relations Board to send the parties a list of fact-finders in accordance with RSA-273: A. In the event that no agreement on a fact-finder can be reached by the parties, either party may request the American Arbitration Association to designate a fact-finder in accordance with the rules and procedures prescribed by it for making such designations.

4.6

The fact-finder will, within forty-five (45) days after appointment, meet with the parties or their representatives or both, either jointly or separately, make inquiries and investigations, hold meetings, or take such steps as deemed appropriate. This time constraint could be waived by mutual consent. Any such hearings will be held in closed session. The Board and the Association will furnish the fact-finder, upon request, with all records, papers, and information in their possession relating to the matter under investigation by or in issue before the fact-finder. If the dispute is not resolved prior thereof, the fact-finder will make findings of fact and make terms of settlement regarding the disputed matters submitted. The parties shall consider such recommendations as follows:

- A. If either negotiating team rejects the fact-finder's recommendations, the findings and recommendations shall be submitted to the full membership of the employee organizations and to the Board of the public employer, which will vote to accept or reject as much of the recommendation

as is otherwise permitted by law. If either party, the full membership of the employee organization or the Board of the public employer rejects the neutral party's recommendations, the findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject such recommendations.

- B. If the impasse is not resolved following the actions of the legislative body, as set forth in (A) above, negotiations shall be reopened and mediation may be requested by either party.

4.7

The costs for the services of any mediator and/or fact-finder including per diem expenses, if any, will be shared equally by the Board and the Association.

4.8

A copy of any Agreement reached hereunder will be filed with the NH PELRB within thirty (30) days of its execution.

4.9

The parties may, by mutual agreement, pass over mediation and go directly to fact-finding.

4.10

Time frames set forth in Article IV may be waived or extended by mutual agreement.

ARTICLE V

TEACHER EMPLOYMENT

5.1

The Board agrees to hire as provided by appropriate New Hampshire Law and only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and an appropriate waiver is granted.

5.2

For the purposes of this Agreement, effective July 1, 2007 188 days to be allocated as follows:

- 180 teaching days
- 3 workshop days at beginning of school year, at least one of which will be uninterrupted time teachers to prepare classroom and supplies
- 2 Workshop days during the year to be determined by administration with Union input
- 2 parent-conference days during school year
- 1 workshop day at end of school year to be used primarily for but not limited to recording grades, classroom take down and closing activities

5.3

Teachers are expected to carry out their professional duties, which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, extra help to students, or conferences with administration as required.

5.4

Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for

salary purposes must notify the Superintendent in writing no later than November 1st of any contract year for impact in the next school year. Change of status will become effective in September at the beginning of any school year. Status will not change during the school year. The Superintendent must be notified in writing no later than November 1st of any school year of an anticipated change of status which will become effective upon the opening of school in the following September. Transcripts of courses taken prior to September, which enable a teacher to make a change, must be presented to the Superintendent.

5.5

Before the School Board establishes the calendar for the school year, the Association shall have the opportunity to provide input.

5.6

Staff Development and tuition reimbursement shall be made in accordance with Appendix E.

5.7

A. Each teacher at The Winchester School shall be guaranteed a duty-free lunch of not less than twenty (20) minutes.

5.8

When students are attending specials, teacher shall be provided prep time in accordance with the established practice.

5.9

The length of the instructional day shall be 6 hours and 20 minutes per day, plus twenty (20) minutes before school and fifteen (15) after school.

5.10

A. The district agrees that any staff person that is involved in a meeting with a parent, student, or other person in which the staff person is uncomfortable in relation to his/her safety, may terminate the meeting and request that the meeting continue in an administrator's office. No staff person shall be required to attend a meeting in which he/she is reasonably concerned about his/her health, safety, or welfare.

B. The district agrees to establish a separate Management and Loss Committee for the purpose of meeting at least quarterly to review health and safety issues affecting school facilities and/or employees and to make recommendations for addressing such issues to the appropriate administrator. Copies of any recommendations will be sent to the School Board. The Association will send up to three (3) of its members to serve on this committee. The Business Administrator will convene the initial committee and thereafter the elected chairperson will convene and facilitate the meetings.

C. A committee shall be established made up of equal numbers from members of union and management to study workplace safety any recommendations shall be incorporated into Board Policy.

ARTICLE VI

TEACHER EVALUATION

6.1

Upon employment, each teacher shall be made aware of their teaching responsibilities and the criteria for teacher evaluation will be made available to them.

6.2

The parties agree that evaluation of teacher performance and effectiveness is a valuable asset in improving instruction and building the educational community.

6.3

The observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.

6.4

Each teacher shall be evaluated at least once per year. Within fifteen (15) days of his/her evaluation, a teacher shall be given a copy of any evaluation report prepared by the Principal before the conference to discuss it. If dissatisfied with the evaluation conference, the teacher shall be given additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.

6.5

Each teacher shall be entitled to access of his/her personnel file at any time upon notice to the Superintendent or his/her designee. The teachers shall have the right to make appropriate response to any material contained in his/her personnel file and such response shall be made a part of the teacher's file. Reproduction of such material may be made by hand or copying machine, if available, by the teacher.

6.6

Any written complaint against a teacher shall not be incorporated into the teacher's file unless the teacher has been informed of the complaint.

ARTICLE VII

LEAVES OF ABSENCE

7.1

Sick Leave:

A. A teacher shall accrue sick leave days at a rate of one day per month at full pay, cumulative over a period of fifteen years to a maximum of one hundred fifty (150) days in any school year. Ten (10) days will be available to the teacher from the beginning of each year. A teacher may carry over a maximum of one hundred and fifty (150) days in any school year, so that the total number available to use in any one school year does not exceed one hundred sixty (160) days. Teachers shall be given a written accounting of their accumulative sick days in September of each year.

B. The Board agrees to establish a sick bank to cover teachers in the event of a long-term illness. The sick bank shall have a cap of 350 accrued days. The sick leave bank shall be administered by a committee composed of three (3) members, one each representing the Board, Administration, and Association, hereafter called the Administrative Committee. Members shall serve for one year or until their successor is appointed. The Administrative Committee shall meet within 10 school days after receiving a request. A majority of the members present shall constitute a quorum and a majority vote of those members and voting shall decide all questions.

Teachers wishing to be covered agree to donate one day from the sick leave days she/he has allowed to accrue in a one year period to be deposited in said bank, such days to be deducted from the teacher's annual sick leave.

In the event that the cap of 350 days is reached, teachers shall not be required to contribute to the sick bank.

Once the accrued number of days falls below 350, all teachers shall be required to contribute a day during the

family, pressing and unavoidable legal, confidential, personal, family, or business reasons which cannot be taken care of at a time other than during the regular school day and which requires the teacher's absence during working hours. Such leave must be approved in advance by the Building Principal except in extenuating circumstances when the Principal may waive advance notice. The teacher shall certify that the requested leave qualifies under this section as personal leave. It is agreed, "confidential" shall mean "for the Principal's eyes only." Immediate family as used here shall mean parents, step parents, surrogate parents, brother, sister, spouse, children, and grandparents, the same relatives of the spouse and any other person actually residing in the employee's household.

Additional leave other than stated here may be granted at the discretion of the School Board. This section excludes such things as social affairs, pleasure trips, and recreation.

Upon termination of employment in the District, all leave benefits, other than retirement, granted but not used, are also terminated.

7.4

Bereavement Leave:

Up to five (5) days of bereavement leave, for each loss, during a school year without loss of salary shall be granted for the death of a member of the immediate family. Immediate family as used here shall mean parents, step parents, surrogate parents, brother, sister, spouse, children, grandparents, the same relatives of the spouse, and any other person actually residing in the employee's household. Bereavement leave other than stated may be granted at the discretion of the School Board.

7.5

Retirement Pay Plan on Accumulated Sick Leave:

Upon retirement, a teacher shall be awarded financial incentive for unused sick leave days according to the following conditions: The teacher must have been an

employee of the District for a minimum of ten (10) years of service and must be at least fifty-five (55) years of age. The teacher must have met the requirements of the state retirement plan: That is, at least ten (10) years of service and must be at least fifty-five (55) years of age. The teacher must notify in writing the Office of the Superintendent not later than November 1 of the last year of employment in the District. See Appendix D for Sick Leave Reimbursement Schedule.

7.6

Child Rearing Leave:

All full time teachers in the District will be eligible for a leave of absence for the birth of his/her child or adoption proceedings. Such leave will be in addition to pregnancy-related disability leave, if any.

As soon as the adoption date or pregnancy due date is known, the teacher electing to apply for leave will complete a Certified Staff Leave Absence Request supplied by the District. The anticipated days of leave will be that designated by the teacher, provided one continues to be physically able to perform assigned duties as indicated by a personal physician. The Board shall be held harmless from any and all claims of a pregnant teacher in connection with the decision to continue to work while pregnant.

A leave of absence, without pay or other monetary benefits, except as allowed under FMLA, shall be allowed for a maximum of one calendar year following the semester (one half year) in which the leave of absence begins. This leave shall not be counted for the purpose of salary increments, seniority of service, or probationary time. The term of leave will be indicated by the teacher before the commencement of the leave. Requests to resume active employment prior to the commencement of the leave or earlier than the full term of the leave as originally requested will be granted by the Superintendent to the first available position for which the teacher is qualified and/or can be certified by the State Board of Education. The teacher will reconfirm an intention to return to work at

least sixty (60) days before the end of the leave of absence. In case of the termination of the pregnancy or the death of the child, the teacher will be reinstated, if so desired, within thirty (30) days of request.

7.7

Military Leave:

Military Leave of absence shall be granted by the Board in accordance with State and Federal Statutes.

7.8

Jury Duty:

Teachers called for and serving on Jury Duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave or personal days.

The teacher shall be paid during such time an amount equal to the difference between salary and the compensation from such services. Satisfactory evidence, court issued pay stub(s), must be submitted to the immediate supervisor.

7.9

Professional Days:

A teacher may be granted time off with pay for professional reasons which benefit the school and/or the District and upon approval of the School Principal and the Superintendent of Schools or his/her delegate. Up to three (3) days of leave (non-cumulative) per year without loss of pay shall be granted for conducting Association business (involving NEA-NH Assembly of Delegates, NEA Convention, or other similar activities.) Professional leave with full pay for school visits, conferences, and training may be granted upon the approval of the School Principal and the Superintendent.

7.10

General Leaves:

Leaves for any and all other reasons, paid or not paid, shall be granted at the discretion of the Board.

7.11

Leaves: Re-Employment:

When a teacher on authorized leave under this Article VII becomes available for re-employment, the teacher shall be given priority consideration for any open or unfilled position for which that teacher may be qualified at the time any such employee advises the Superintendent of availability. Qualification under this section shall mean certified or certifiable by the State Department of Education. All benefits to which a teacher was entitled at the time of his leave of absence commenced, will be restored upon return, and the teacher will be assigned to the same position held at the time said leave commenced, or a position for which the teacher is certified, as soon as said position becomes available. Eligibility for re-employment, under this Section, shall not extend beyond the next school year.

7.12

Sabbatical Leave:

- A. **Selection:** The Selection Committee shall consist of the Superintendent or Assistant Superintendent of Schools, Winchester School Principal, Winchester School Teacher, and Board Member.

- B. **Deadline for Application:** All applications and pertinent materials must be submitted by January 1 the preceding year. The decision of the Selection Committee will be made by December 1st of the preceding year and promptly submitted to the School Board for acceptance or rejection and notification made to the applicant by January 1st of the year in which the leave is to be taken.

C. **Reasons for Leave:** Leave will be granted only for professional improvement. It is agreed that "professional improvement" shall mean full time graduate study in an accredited college, university, or other institution of higher learning; travel which will materially and significantly improve the teacher's ability and capacity to teach; or any other activities, which would have significant value to the professional development of the teacher.

D. **Period of Leave:** Sabbatical leave will be granted only on a two-semester yearly basis.

E. **Salary:** Salary will be based on a full year at half pay. The basis for computation will be the salary that would have been paid in the coming year (when leave is taken), in short, applicants will advance one step on the salary schedule.
Salary will be based on the total salary, but extra curricular compensation will not be included.

The School District will make its usual contribution to the Teachers' Retirement System, based on the half pay received by the applicant, and the successful applicant shall contribute.

While on leave, the teacher may continue his Blue Cross coverage if own premium is paid. Salary will be disbursed in 21 payments.

F. **Credit for Leave:** Sabbatical leave will count as a year of experience in determining the person's proper step on the salary schedule upon return to the School District but not as a point toward the next sabbatical leave.

G. **Length of Stay on Returning:** Any person accepting sabbatical leave will agree to return to the School District for the next two full school years.
Prior release will be considered only if the individual repays in full the total amount of money expended by the School District toward sabbatical leave.

H. **Return to Position:** The person on leave will return to the same type of position upon return.

I. **Reports and Forms Required:**

1. Transcripts from grades for each semester, if applicable, must be submitted to the Superintendent's Office. A statement from the appropriate college office attesting to the fact that the applicant has enrolled in that college must be sent to the Superintendent's Office before the beginning of the next semester.

2. Any employee who has been accepted for a sabbatical leave working towards professional development on a non-degree oriented leave must submit a progress report of work completed. This will be sent to the Superintendent's Office by January fifteenth (15) of the current leave year. Accompanying this report will also be a brief outline of work to be accomplished over the second semester of the leave.

3. A full report to the School Board, oral and written, must be given upon return.

J. **In-Service Contribution:** The person will be expected to impart or share the results of study with teachers in the School District.

K. **Point System:** Seven (7) points are required to be eligible to apply for sabbatical leave. The present school year may not be counted for computing points. Points are awarded on the following basis:

One point for each year of teaching in the School district. Previous teaching experience may be considered for point credit.

L. **Criteria for Selection:** The proposal is judged by the Selection Committee to be in the best interest of the Winchester School District, considering the applicant's prior contribution to, and future promise in, the School District.

- M. **Eligibility:** All full time teachers, administrators, supervisors, and consultants are eligible to apply for leave but no more than one person may be on leave at one time.
- N. **Limit on Earnings or Financial Aid:** No limit is set on the amount of scholarship aid, fellowship grants or graduate assistantships, or other financial considerations that may be received by the applicant provided that the satisfactory completion of the proposal is not jeopardized or diminished by part-time work as a graduate assistant or research aid, etc. in earning that grant or fellowship.
- O. **Final Determination:** All applicants will be disallowed in the event that the voters do not appropriate the total School Budget as recommended by the School Board.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1

Definition:

A grievance is defined as an alleged violation of a specific article or section of this Agreement or any dispute with respect to its meaning or application.

An individual teacher, a group of teachers, or the Association may present a grievance to the Board or its designated representative and have the grievance adjusted as long as the adjustment is not inconsistent with the terms of the Agreement.

8.2

Procedure:

A. **Informal:** Within Twenty (20) school days of the time a grievance either arises, the employee, directly or accompanied by the Building Representative or Association Representative, will present the grievance to the Principal. Within five (5) school days after presentation of the grievance, the principal shall provide an answer verbally to the employee.

B. **Step 1:**

B-1. Within ten (10) school days of the verbal, answer if the grievance is not resolved it shall be stated in writing, signed by the grievant, and lodged with the Principal.

B-2. The "Statement of Grievance shall state the facts giving rise to the grievance, shall identify by appropriate references all the provisions of this Agreement alleged to be violated, shall state the

contention of the grievant with respect to these provisions, and shall indicate the specific relief requested.

B-3. Within five (5) school days after receiving the grievance, the Principal shall communicate an answer in writing to the grievant.

C. **Step 2:**

C-1. If the grievance is not resolved in Step 1, the grievant may, within ten (10) school days of the Principal's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Principal involved at the same time.

C-2. The Superintendent or his/her designated representative shall give the grievant an answer in writing no later than ten (10) school days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

C-3. If the grievance is not settled at this level, within ten (10) school days from receipt of the answer rendered at this level, the grievance may be referred by the Association to arbitration as set forth herein. In the event, the grievance is submitted to arbitration, the procedures under Step 3 will be followed. In the event, the parties mutually agree in writing the decision of the arbitrator shall be binding; otherwise, it shall be advisory.

D. **Step 3:**

D-1. If the matter is referred to arbitration, the grievant shall apply to the American Arbitration Association within thirty (30) days of the answer received in Step Two to name an arbitrator under and in accordance with the rules of the American Arbitration Association.

- D-2. The Arbitrator shall investigate and make a decision in cases of alleged violation of the specific articles and sections of this Agreement but have no power or authority to do other than interpret and apply the provisions of this Agreement and shall have no power to add to or subtract from, alter, or modify any of the said provisions. The Arbitrator shall have no authority to interpret or apply external statute or external administrative regulations including the NH Fair Dismissal Law, RSA-189: 14-A. The Arbitrator's decision shall be advisory only. The Board may implement the decision in completely or in part or may meet with the Association to discuss the alternatives. The Board agrees to pay seventy-five (75) percent and the Association agrees to pay twenty-five (25) percent of the fees and expenses of the arbitration.

8.3

Teacher Rights:

- A. Nothing contained herein shall deny to any teacher rights under State or Federal Constitutions or laws.
- B. Grievances shall not be made a part of an employee's personnel file or used in making employment references.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the grievant to proceed to the next step.
- D. A teacher covered by the Agreement shall have the right to have an Association representative present at any time, if requested by the teacher.

8.4

The parties may mutually agree to extend any timelines previously referred to in this Article VIII. Any such extension shall be agreed to in writing.

ARTICLE IX

NOTICE UNDER THIS AGREEMENT

9.1

Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Winchester School Board Chairperson at his/her current address and a carbon copy of such written notice shall be sent to the Office of the Superintendent of School Administrative Unit #38.

9.2

Whenever written notice to the Winchester Teachers' Association is provided for in this Agreement, such notice shall be addressed to the President of the Winchester Teachers' Association at his/her current address.

ARTICLE X
COMPENSATION

10.1

Salary:

All teachers shall be placed on the step as specified in the salary schedules in Appendix A, B and C corresponding to their experience and academic achievement. Teachers shall be advanced one step on the pay scale for each year, which she/he has taught. Increments will be denied only for unsatisfactory work performance as determined by evaluations conducted by provisions of Article IV.

10.2

Deductions:

The Board agrees, upon request of a teacher to affect the following deductions from a teacher's salary:

- A. Payment to an established tax sheltered teachers' annuity plan properly qualified under applicable Federal law.
- B. All deductions required by law.
- C. Deductions for dues to the Winchester Teachers' Association, NEA-NH, and NEA.
- D. Deductions for the Service Federal Credit Union.

10.3

Salary Schedule:

Salaries for teachers are contained in Appendices A, B and C.

10.4

Teachers may elect to receive their annual salary in one of the following ways:

- A. Twenty-six (26) pays spread throughout the calendar year
- B. Twenty-one (21) pays spread throughout the school year
- C. Twenty (20) pays plus one (1) lump sum payment, the latter to be paid at the end of the school year. The lump sum payment shall include the payment for the last regular pay in the school year.

10.5

Placement of salary schedule

Qualified teachers will be placed on their appropriate track as follows:

- A. Credits sought beyond BA or MA must have been achieved after the awarding of a BA or MA;
- B. Persons seeking consideration for track change must submit their request along with their transcripts with prior approval from the Superintendent of Winchester not later than November 1st of the prior year in which any change is requested in order to insure timely inclusion in the Board's budget request(s);
- C. Any track change(s) will require the prior approval of the Assistant Superintendent of Schools or designee and funding by the school district voters.

10.6

Criminal Records Check

The school district will pay 100% of the cost for criminal record checks.

10.7

Recertification

The District will pay 100% of Department of Education recertification costs.

10.8

Retirement Stipend

Persons who otherwise qualify for retirement under the provisions of the New Hampshire Retirement System (55 year of age) and who have worked 20 years or more in the Winchester School District will receive a retirement stipend of \$300.00 per year for each year worked in the District, payable in one lump sum in June of the year of retirement. Beginning July 1, 2007 no more than six (6) retirements per year shall qualify for this stipend. In the event that there are more than six (6) applications, seniority will control the selection. The number of approved retirees shall revert to three (3) per year at the expiration of this contract. Notice must be given by November 1 of the year prior to the year retiree intends to retire (19 months prior to retirement).

ARTICLE XI

INSURANCE

11.1

Medical Insurance:

The School Board agrees to provide coverage through the following health care plan options to eligible employees covered by this agreement:

1. Blue Cross/Blue Shield JY with managed care (BC/JY shall be available to current employees on this program.)
2. Blue Choice (2 and 3 Tier) Choice Three Tier is the cost driver
3. Matthew Thornton (all plans)

Employees may select single, two people, or family coverage.

The Board will contribute the following amounts toward the annual premium costs of the plan selected:

A. Effective July 1, 2007 the Board will pay 88% of the then current year's premium cost for Blue Cross Blue Shield for the 07-08 year towards the cost of option 1 or 2 above, the BC/BC 3 Tier will be the driver, or 98% of the current cost of option 3 above with a 1% cap on MT as % of Salary.

B. Effective July 1, 2008 the Board will pay 87% of the then current year's premium cost for Blue Cross Blue Shield for the 08-09 year towards the cost of option 1 or 2 above, the BC/BC 3 Tier will be the driver,

or 97% of the current cost of option 3 above with a 1.5% cap on MT as % of Salary.

C. Effective July 1, 2009 the Board will pay 85% of the then current year's premium cost for Blue Cross Blue Shield for the 09-10 year towards the cost of option 1 or 2 above, the BC/BC 3 Tier will be the driver or 95% of the current cost of option 3 above with a 2% cap on MT as % of Salary.

The Board will pay a one-time lump sum payment equal to 50% of the annual cost savings, which result from an employee selecting option 2 or option 3. Once an employee has chosen to "opt out" of option 1, they will not be permitted to "opt back in." Newly hired employees will not be permitted to select option 1. The one time bonus payment will be paid within thirty (30) days following the effective date of the move from one option to a cost saving option.

The difference between the Board contribution and the cost to provide coverage set forth herein will be payroll deducted from the affected employee's salary and will be coordinated with an IRS approved section 125 plan.

11.2

Dental Insurance

Same Delta Dental Plan as now and Board agree to contribute as follows:

Effective July 1, 2004 the Board will pay 90% of the current cost of the plan.

The parties agree to consider health insurance alternatives submitted by the Association during the term of this agreement. If any such proposal(s) are found to mutually acceptable to the parties then subject to provider eligibility and timetables(s) and the best interest of both the Association and the Board and consistent with the terms and conditions of this agreement the parties may adopt and implement any such plan by mutual agreement.

11.3

Life Insurance and LTD Insurance:

The board shall provide a life insurance policy of \$35,000.00 (2007-2010) for each employee at no cost to the employee, also, the School Board will pay the cost to provide long term disability insurance coverage with a waiting period of 120 calendar days with benefits of 70% of salary payable to age 65 with a maximum benefit of up to \$5,000.

11.4

Health Insurance Reimbursement

The District will make a \$1,500.00 payment to employees who do not elect insurance coverage.

ARTICLE XIII

TEACHER RIGHTS

13.1

Pursuant to the New Hampshire Public Employment Labor Relations Law, the Employer hereby agrees that every eligible employee of the District shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Law or other Laws of New Hampshire or the Constitution of New Hampshire and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association.

ARTICLE XIV

EMPLOYEE DISCIPLINE

14.1

No teacher shall be disciplined without just cause. Discipline shall be defined as an oral or written reprimand, withholding of a salary increase or increment, a non-renewal, suspension or a discharge.

14.2

Such discipline shall exclude any action taken by the Board or Administration concerning the non-renewal of a non-continuing contract teacher.

ARTICLE XV

DURATION OF AGREEMENT

This agreement is for three years, school years 2007-2010

Appendix A

Salary Schedule 2007-2008

| Year | BA | BA +15 | MA | M+15 | M+30 |
|------|----------|----------|----------|----------|----------|
| 1 | \$31,350 | \$32,134 | \$34,222 | \$35,507 | \$37,992 |
| 2 | \$31,938 | \$32,737 | \$34,864 | \$36,129 | \$38,658 |
| 3 | \$32,536 | \$33,349 | \$35,517 | \$36,923 | \$39,508 |
| 4 | \$33,145 | \$33,973 | \$36,182 | \$37,619 | \$40,252 |
| 5 | \$33,765 | \$34,609 | \$36,859 | \$38,327 | \$41,010 |
| 6 | \$34,397 | \$35,257 | \$37,549 | \$39,044 | \$41,777 |
| 7 | \$35,041 | \$35,917 | \$38,252 | \$39,775 | \$42,559 |
| 8 | \$35,697 | \$36,589 | \$38,968 | \$40,517 | \$43,353 |
| 9 | \$36,365 | \$37,274 | \$39,697 | \$41,278 | \$44,168 |
| 10 | \$37,046 | \$37,972 | \$40,440 | \$42,050 | \$44,994 |
| 11 | | \$39,186 | \$41,733 | \$43,396 | \$46,433 |
| 12 | | \$40,443 | \$44,488 | \$44,259 | \$49,497 |
| 13 | | | \$45,917 | \$47,740 | \$51,082 |
| 14 | | | | \$49,271 | \$52,720 |
| 15 | | | | | \$54,102 |
| 16 | | | | | \$55,327 |
| 17 | | | | | |

New Employees will begin on the Salary Schedule.

Teachers off step who move up an education level will receive \$1,000.00 per track change.

(i.e.) BA to BA +15= \$1,000.00 BA to MA \$2,000.00

All employees currently off schedule will receive a 4.10% increase.

Employees who should move off schedule during the contract will be placed on the last step of the Salary Schedule for the current year

Appendix B

Salary Schedule 2008-2009

| Year | BA | BA +15 | MA | M+15 | M+30 |
|------|----------|----------|----------|----------|----------|
| 1 | \$32,350 | \$33,159 | \$35,314 | \$36,640 | \$39,204 |
| 2 | \$32,957 | \$33,781 | \$35,977 | \$37,282 | \$39,891 |
| 3 | \$33,574 | \$34,413 | \$36,650 | \$38,101 | \$40,768 |
| 4 | \$34,202 | \$35,057 | \$37,336 | \$38,819 | \$41,536 |
| 5 | \$34,842 | \$35,713 | \$38,035 | \$39,550 | \$42,319 |
| 6 | \$35,494 | \$36,382 | \$38,747 | \$40,289 | \$43,109 |
| 7 | \$36,159 | \$37,063 | \$39,472 | \$41,044 | \$43,917 |
| 8 | \$36,836 | \$37,756 | \$40,211 | \$41,809 | \$44,736 |
| 9 | \$37,525 | \$38,463 | \$40,963 | \$42,595 | \$45,576 |
| 10 | \$38,227 | \$39,183 | \$41,730 | \$43,392 | \$46,429 |
| 11 | | \$40,436 | \$43,065 | \$44,780 | \$47,915 |
| 12 | | \$41,733 | \$45,907 | \$47,735 | \$51,076 |
| 13 | | | \$47,382 | \$49,263 | \$52,711 |
| 14 | | | | \$50,482 | \$54,401 |
| 15 | | | | | \$55,827 |
| 16 | | | | | \$57,092 |
| 17 | | | | | |

New Employees will begin on the Salary Schedule.

Teachers off step who move up an education level will receive \$1,000.00 per track change.

(i.e.) BA to BA +15= \$1,000.00 BA to MA \$2,000.00

All employees currently off schedule will receive a 4.10% increase.

Employees who should move off schedule during the contract will be placed on the last step of the Salary Schedule for the current year

Appendix C

Salary Schedule 2009-2010

| Year | BA | BA +15 | MA | M+15 | M+30 |
|------|----------|----------|----------|----------|----------|
| 1 | \$33,350 | \$34,184 | \$36,406 | \$37,772 | \$40,416 |
| 2 | \$33,976 | \$34,825 | \$37,089 | \$38,434 | \$41,125 |
| 3 | \$34,612 | \$35,477 | \$37,783 | \$39,279 | \$42,028 |
| 4 | \$35,259 | \$36,141 | \$38,490 | \$40,019 | \$42,820 |
| 5 | \$35,919 | \$36,817 | \$39,210 | \$40,773 | \$43,627 |
| 6 | \$36,592 | \$37,506 | \$39,944 | \$41,534 | \$44,442 |
| 7 | \$37,276 | \$38,208 | \$40,692 | \$42,312 | \$45,274 |
| 8 | \$37,974 | \$38,924 | \$41,454 | \$43,102 | \$46,119 |
| 9 | \$38,685 | \$39,652 | \$42,229 | \$43,911 | \$46,985 |
| 10 | \$39,409 | \$40,394 | \$43,020 | \$44,733 | \$47,864 |
| 11 | | \$41,686 | \$44,396 | \$46,164 | \$49,396 |
| 12 | | \$43,023 | \$45,820 | \$47,644 | \$50,979 |
| 13 | | | \$49,486 | \$51,450 | \$55,051 |
| 14 | | | | \$53,099 | \$56,816 |
| 15 | | | | | \$58,306 |
| 16 | | | | | \$59,627 |
| 17 | | | | | |

New Employees will begin on the Salary Schedule.

Teachers off step who move up an education level will receive \$1,000.00 per track change.

(i.e.) BA to BA +15= \$1,000.00 BA to MA \$2,000.00

All employees currently off schedule will receive a 4.10% increase.

Employees who should move off schedule during the contract will be placed on the last step of the Salary Schedule for the current year

Appendix D

Accumulated Sick Leave Incentive

The teacher shall be awarded the following incentive upon meeting all requirements for retirement:

| | |
|--------------|-----------------|
| 0-74 days | No Money |
| 75-150 days- | \$50.00 per day |

Therefore, a teacher who meets all requirements to retire and who has accumulated 150 days sick leave would if they retired at the end of the school year would receive a lump sum payment of \$7,500. In each case such payment would be subject to state, federal and other appropriate deductions. Such payment would require a prior notification not later than November 1 of the prior year in which any such teacher plans to retire and would be paid on or before June 30th in the year in which said teacher does in fact retire. The payment is also subject to the Board securing the necessary funds at the School District Meeting following the teacher's notification of intent to retire as set forth herein.

Appendix E

Staff Development / Tuition Reimbursement

A. Staff Development

The Board shall continue its present practice of providing staff development workshops, seminars, etc. within the District at no cost to the teachers. In addition, the Board shall set aside a separate fund of \$5,000.00 07-08, \$6,000.00 08-09, and \$7,000.00 09-10, to pay for workshops, seminars, etc. presented by outside providers. Such funds will be in addition to the funds in section B. below. Teachers who have applied for non- credit professional development shall be reimbursed from this fund prior to have applying under. below. If these funds are expended, then teachers may apply under section B., below.

B. Tuition Reimbursement:

The School District shall provide the sum \$11,500.00 for 2007-2008 \$12,500.00 in 2008-2009 and \$13,500.00 in 2009-2010 to district teachers for the purpose of professional development and/or tuition reimbursements in college courses, workshops, seminars, and conferences. In addition, the School District shall pay the cost of "mandatory fees" for college courses.

1. To be eligible for reimbursement, a teacher must have received a grade of "B" or better (or "Pass" where the course has been taken Pass/Fail).
2. Teachers shall be eligible to receive prepayment for the course at the time of enrollment or may apply for reimbursement. In order to receive prepayment for the course, a teacher must show proof of enrollment. Such payment shall be made on a first-come, first served basis. The teacher shall be eligible for payment per contract year for reimbursement of the equivalent cost TWO COURSES of graduate credits at the Keene

State College GRADUATE rate. The financial status of the tuition reimbursement account will be made available to district teachers no later than January 20 and May 20th of each contract year.

3. In the event that funds are not exhausted by April 1, teachers may apply for prepayment or reimbursement for additional courses, on a first-come, first served basis. In the event that the teacher does not receive at least a "B" or in a pass-fail course, a "pass," he/she shall have, the amount of any prepayment deducted from his/her salary.
4. A year, for purposes of reimbursement shall be from July 1 until June 30.

Appendix F

New Hampshire Annual Teacher Contract

Agreement made _____ by and between the WINCHESTER SCHOOL DISTRICT hereinafter called the District, and _____ hereinafter called the Teacher.

1. The District agrees to employ the Teacher for the ensuing year from _____ to _____ at an annual salary of _____.
2. The teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and lawful rules and regulations, which may be enacted relative to the conduct of the schools and teachers.
3. It is mutually agreed:
 - A. That the school year is not in excess of ___ school days and ___ other days devoted to school and educational work.
 - B. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to occupy.
 - C. That the Teacher has duly executed and has on file in the Superintendent's Office certificate for public employment under the Subversive Activities Act of 1951 (RSA Chapter 588).
 - D. That the Teacher has taken an oath in writing and has on file in the State Department of Education a copy of this oath against the teaching of communism as political doctrine or any other doctrine which includes the overthrow by force of the Government of the United States or of this State (RSA Chapter 191).
 - E. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license, or permit is revoked by the Commissioner of Education.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this sixth day of April 2007.

WINCHESTER SCHOOL BOARD

WINCHESTER TEACHERS
ASSOCIATION

By Colleen Duquette
Chairperson

By _____

By Margaret Sullivan
Margaret Sullivan
Assistant Superintendent

Scott A. Smith
[Signature]
Joan Franklin
Katherine Fawcett
Patricia [unclear]